

**AGREEMENT TO SUB-LEASE**

**THIS AGREEMENT TO SUB LEASE** assigned and executed at Gautam Budh Nagar city on this day of, \_\_\_ (herein after referred to as "**AGREEMENT TO SUB-LEASE**")

NEW OKLHA INDUSTRIAL DEVELOPMENT AUTHORITY, 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 "**AUTHORITY/LESSOR**"), which expression shall unless the context does not so admit include its successor and assigns, of the FIRST PART.

AND

Urvasi Infratech Private Limited, (CIN No:\_\_\_\_\_) A private limited company registered under The Companies Act 1956 having its registered office at \_\_\_\_\_ (PAN\_\_\_\_\_) represented by its Authorized Signatory \_\_\_\_\_ Mr. S/o \_\_\_\_\_ of Shri \_\_\_\_\_ aged \_\_\_\_\_ Years \_\_\_\_\_ (Aadhar No. \_\_\_\_\_, PAN No.) hereinafter referred to as the "**DEVELOPER/PROMOTER/LESSEE**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Lessee/Lessee and its legal representatives, executors, assigns and legal successor(s) in interest) of the Second Part.

AND

Mr. / Ms. \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged \_\_\_\_\_ about residing at \_\_\_\_\_ (PAN \_\_\_\_\_) hereinafter called the "**BUYER/SUB-LESSEE/ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the THIRD PART.

**Lessee, Sub-lessee & Lessor** shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

### **INTERPRETATIONS / DEFINITIONS:**

For the purpose of this Agreement for Sub-Lease, unless the context otherwise requires,-

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) "**Authority**" means Uttar Pradesh Real Estate Regulatory Authority.
- c) "**Government**" means the Government of Uttar Pradesh;
- d) "**Project**" shall mean and include the two multi-storied buildings having Ground + \_\_\_ Floors constructed over Plot No. 1, Sector 143 A, Noida along with all the units, parking spaces, common areas and facilities, open spaces etc. and all that is constructed / to be constructed and there about lying upon the project land and collectively named as '**DLF Techpark Noida Phase 2**'
- e) "**Project Land**" shall mean part of scheduled land admeasuring 24796.044 square meters lying and situated at Plot No. 1, Sector 143 A, Noida;
- f) "**Scheduled Land**" means the land area of which the promoter(s) is the absolute and lawful owner, having land area admeasuring 100256 sq. mtr. situated at Plot No. 1, Sector 143 A, Noida;
- g) "**Rules**" means the Real Estate (Regulation and Development) Rules, 2016 as amended from time to time;
- h) "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development Act), 2016;
- i) "**Section**" means a section of the Act.

### **WHEREAS:**

#### **A. LAND DESCRIPTION:-**

1. Whereas that the Lease Deed was entered into between New Okhla Industrial development Authority and M/s DLF Commercial Developers Limited on 25.03.2008 registered in the office of Sub-Registrar 21 Noida in Book No-1 Volume1178 at pages 79 to 116 as Documents No. 897 on dated 07.03.2008.
2. Whereas by way of a scheme of arrangement under Section 391-394 of Companies Act. 1956 sanctioned by the Hon'ble High Court of Delhi, non-SEZ undertaking of the M/s DLF Commercial Developers Limited has been transferred to M/s DLF Home Developers Limited As per the MCA letter no. ROC/Misc./12520 dated 24.03.2011.

3. With reference to above, M/s DLF Commercial Developers Limited, by virtue of scheme of arrangement sanctioned by Hon'ble Delhi Court u/s 391 to 394 of Companies Act 1956, the land area situated at Plot No.-1, Sector 143 A, NOIDA, Gautam Budh Nagar, U.P., admeasuring 100256 sq. mtr. have been merged to M/s DLF Home Developers Limited, on the condition that the balance amount due to the original Lessor (i.e. NOIDA) shall be ensured and paid by M/s DLF Home Developers Limited, and the nature of the project shall remain the same i.e. for the purposes of setting up a Software IT/ITES unit only, as per the original lease deed.
4. Whereas there is a subsidiary holding relationship between M/s DLF Home Developers Limited (The "Holding Company") and M/s Urvasi Infratech Private Limited (the "Subsidiary Company"), as the former holds more than 90% of the beneficial ownership of share capital of the later company as per the MCA letter no. ROC/Misc./668 dated 25.03.2011.
5. Whereas letter issued by the NEW OKLHA INDUSTRIAL DEVELOPMENT AUTHORITY (No. 11/940) dated 29-04-2011 had approved the transfer of land admeasuring 100256 sq. mtr. to Urvasi Infratech Private Limited from M/s DLF Home Developers Limited. Therefore, Urvasi Infratech Private Limited became **LESSEE** for the purpose of the aforesaid land.
6. AND WHEREAS the "**LESSEE**" has constructed building on the Plot of leased land in accordance with the terms and conditions of the Lease Deed and the plans sanctioned by the "**LESSOR**".

B. The scheduled Land is earmarked for the purpose of constructing an IT SEZ Park comprising \_\_\_\_ multistoried buildings. In phase 2 of the project Block D and Block E are proposed and the project shall be known as '**DLF Tech Park Phase -II ("project")**';

C. The Lessee is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Lessee regarding the Said Land on which Project is to be constructed have been completed;

D. The Noida Development Authority has granted the commencement certificate to develop the project vide approval dated \_\_\_\_\_ bearing registration No \_\_\_\_\_;

E. The Lessee has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the unit or building, as the case may be, from Noida Development Authority. The Lessee agrees and

undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the act and other laws as applicable;

F. The Lessee has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority, Lucknow on \_\_\_\_ under registration No UPRERAPRJ\_\_\_\_\_. The exhaustive list of details of the Lessee and Project are available on the website ([www. up-rera.in](http://www.up-rera.in)) of the Authority;

G. The Sub lessee had applied for an unit in the Project vide application No.....dated .....and has been allotted unit No.....having carpet area of ..... square meters (.....square feet), type....., on.....floor in [tower/block/building] No.....("Building") along with garage/covered parking No.....admeasuring.....square meters (.....square feet) in the.....[Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (d) of Rule 2(1) of U.P. Real Estate (Regulation & Development) Rules, 2016 and deed of declaration submitted before the concerned authority (hereinafter referred to as the "**Unit**" more particularly described in **Schedule-A** and the floor plan of the unit is annexed hereto and marked as **Schedule-B**);

GG. The sub lessee has been allocated slot no.....in the open parking area free of cost to be ratified by resident welfare association.

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Lessee hereby agrees to sub lease and the Sub lessee hereby agrees to lease the unit and the garage/covered parking (if applicable) as specified in Para G .

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and Agreement contained herein and other good and valuable consideration, the Parties agree as follows:**

## **1. TERMS**

- 1.1.1. Subject to the terms and conditions as detailed in this Agreement, the Lessee agrees to sub lease to the Sub lessee and the Sub lessee hereby agrees to purchase the Unit as specified in para G.
- 1.1.2. Both the parties confirm that they have read and understood the provisions of section -14 of the act.
- 1.2. The Total price for the Unit based on the carpet area is Rs.....  
(Rupees..... only ('Total Price')):

Block/Building/Tower no.....	Rate of Unit Rs.....per square meter (Rs..... Per sq. foot)*
Unit no.....	
Type.....	
Floor.....	
Carpet Area.....	
Total Price (in rupees)	

The Breakup of the above price is as under:

<b>Particular</b>	<b>Amount (in Rs.)</b>
Cost of the Unit	Xxx
Garage/Covered parking	Xxx
Additional Charges* (If the Lessee wants, he may quote such additional charges item wise.)	Xxx
<b>Unit Price</b>	<b>Xxx</b>
One year Advance Maintenance	Xxx
IFMS/Maintenance Charges	Xxx
Duties and Taxes	Xxx
<b>Total Price</b>	<b>Xxx</b>

Note: GST has been currently calculated @ \_\_\_\_ on the cost However GST increase/decrease (if any) shall be adjusted/ provided/ accounted only after receipt of full payment of Total Price mentioned above at the time of execution of Sub-Lease Deed.

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Sub lessee to the Lessee towards the Unit;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Lessee by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Lessee, by whatever name called) up to the date of handing over the possession of the unit to the Sub lessee and the Project to the association of Sub lessees or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Sub lessee to the Lessee shall be increased/ reduced based on such change/ modification:

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the sub lessee;

- (iii) The Lessee shall periodically intimate in writing to the Sub lessee, the amount payable as stated in (i) above and the Sub lessee shall make payment demanded by the Lessee within the time and in the manner specified therein. In addition, the Lessee shall provide to the sub lessee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective;
- (iv) The Total Price of Unit includes recovery of price of land, construction of (not only the Unit but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the unit, lift, water line and plumbing, finishing with paint, marbles, tiles doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project.

1.3. The total price is escalation- free, save and except increases which the sub lessee hereby agrees to pay, due to increase on account of development fee payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Lessee undertakes and agrees that while raising a demand on the sub lessee for increase in development fee, cost/ charges imposed by the competent authorities, the Lessee shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the sub lessee, which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any **development fee** after the expiry of the scheduled date of completion of the Project as per registration with the authority, which shall include the extension of registration, if any, granted to the said Project by the authority, as per the act, the same shall not be charged from the sub lessee.

1.4. The Sub lessee(s) shall make the payment as per the payment plan set out in **Schedule C (“Payment Plan”)**

1.5. The Lessee may allow, in its sole discretion, a rebate for early payments of installments payable by the Sub lessee by discounting such early payments at such rate as decided time to time by Lessee for the period by which the respective installment has been preponed. The provision for allowing the rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Sub lessee by the Lessee.

1.6. It is agreed that the Lessee shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule ‘D’ and Schedule ‘E’** (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which Sub Lease is effected) in respect of the Unit, plot or building, as the case may be, without the previous written consent of the Sub lessee as per the provisions of the Act.

Provided that the Lessee may make such minor additions or alterations as may be required by the Sub lessee, or such minor changes or alterations as per the provisions of the Act.

1.7. The Lessee shall conform to the final carpet area that has been allotted to the Sub lessee after the construction of the building is complete and the completion certificate/occupancy certificate (as applicable) is granted by the competent authority by furnishing details of the changes if any in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Lessee. If there is reduction in carpet area then the Lessee shall refund the excess money paid by the sub lessee within 45 days with annual interest at the rate prescribed in the rules from the date when such an excess amount was paid by the sub lessee. If there is an increase in the carpet area, which is not more than 3 (Three) % of carpet area of said Unit, allotted to sub lessee the Lessee may demand that from the sub lessee as per the next milestone of the payment plan as provided in **Schedule-C**. All these monetary adjustments shall be made at the same rate per square meter/foot as agreed in para 1.2 of this Agreement.

1.8. Subject to Para 9.3 the Lessee agrees and acknowledges that, the Sub lessee shall have the right to Unit as mentioned below:

(i) The sub lessee shall have exclusive lessee rights of the Unit.

- (ii) The Sub lessee shall also have undivided proportionate share in common areas. Since the share/interest of sub lessee in common areas is undivided and cannot be divided or separated, the sub lessee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Lessee shall hand over the common areas to the association of sub lessees after duly obtaining the completion certificate from the competent authority as provided in the act.
- (iii) That the computation of price of unit includes recovery of price of land, construction of [not only the Unit but also] the common areas, internal development charges, external development charges , taxes, cost of providing electric wiring, electrical connectivity to the unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges (as per para 11 tec.) and includes cost for providing all other facilities, amenities and specifications to be provided within the unit and the project.
- (iv) The sub lessee has the right to visit the project site to assess the extent of development of the project and his unit, as the case may be.

1.9. It is made clear by the Lessee and the Sub lessee agrees that the Unit along with ....garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self- contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Sub lessee. It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Sub lessees of the Project. )

1.10. The Lessee agrees to pay all outgoings before transferring the physical possession of the unit to the Sub lessees, which it has collected from the Sub lessees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Lessee fails to pay all or any of the outgoings collected by it from the Sub lessees or any liabilities, mortgage loan and interest thereon before transferring the unit to the sub lessees, the Lessee agrees to be liable, even after the transfer of the property to pay such outgoings and penal charges, if any, to the authority or persons to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11. The Sub lessee has paid a sum of Rs. ..... (Rupees..... only) as booking amount being part payment towards the total price of the unit at the

time of application the receipt of which the Lessee hereby acknowledges and the Sub lessee hereby agrees to pay the remaining price of the unit as prescribed in the Payment Plan **[Schedule C]** as may be demanded by the Lessee within the time and in the manner specified therein:

Provided that if the Sub lessee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Lessee abiding by the construction milestones, the Sub lessee shall make all payments, on written demand by the Lessee, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '.....' Payable at.....

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Sub lessee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ lease/ transfer of immovable properties in India etc. and provide the Lessee with such permission, approvals which would enable the Lessee to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Sub lessee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Lessee accepts no responsibility in regard to matters specified in Para 3.1 above. The Sub lessee shall keep the Lessee fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Sub lessee subsequent to the signing of the Agreement, it shall be the sole responsibility of the Sub lessee to intimate the same in writing to the Lessee immediately and comply with necessary formalities, if any, under the applicable laws. The Lessee shall not be responsible towards any third party making payment/remittances on behalf of any Sub lessee and such third party shall not

have any right in the application/allotment of the said unit applied for herein in any way and the Lessee shall be issuing the payment receipts in favour of the Sub lessee only

#### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Sub lessee authorizes the Lessee to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Sub lessee against the unit in his/her name and the Sub lessee undertakes not to object/demand/direct the Lessee to adjust his payments in any manner.

#### **5. TIME IS ESSENCE:**

The Lessee shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Sub lessee and the Common Areas to the association of Sub lessees or the competent authority, as the case may be.

Similarly, the sub lessee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Lessee as provided in Scheduled C ("Payment Plan")

#### **6. CONSTRUCTION OF THE PROJECT/UNIT:**

The Sub lessee has seen the proposed layout plan, specifications, amenities and facilities of the unit and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Lessee. The Lessee shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Lessee undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the BDA and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Lessee shall constitute a material breach of the Agreement.

#### **7. POSSESSION OF THE UNIT:**

- 7.1. **Schedule for possession of the said unit** - The Lessee agrees and understands that timely delivery of possession of the unit to the Sub lessee and the Common Areas to the Association of Sub lessees or the competent authority, as the case may be, is the essence of the Agreement. The Lessee assures to hand over possession of the unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on 30.09.2026,

unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Sub lessee agrees that the Lessee shall be entitled to the extension of time for delivery of possession of the unit. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Sub lessee agrees and confirms that, in the event it becomes impossible for the Lessee to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Lessee shall refund to the Sub lessee the entire amount received by the Lessee, , from the allotment within 120 days from that date. The Lessee shall intimate the Sub lessee about such termination at least thirty days prior to such termination. After refund of the money paid by the Sub lessee, the Sub lessee agrees that he/she shall not have any right, claims etc. against the Lessee and that the Lessee shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. **Procedure for taking possession** – The Lessee, upon obtaining the completion certificate/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the unit to the Sub lessee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/occupancy certificate/ (as applicable).

{Provided that, in the absence of Applicable Law the Sub-Lease deed in favour of the Sub lessee shall be carried out by the Lessee within 3 months from the date of issue of completion/occupancy certificate (as applicable)}/. The Lessee agrees and undertakes to indemnify the Sub lessee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Lessee. The Sub lessee, after taking possession, agrees to pay the maintenance charges as determined by the Lessee/association of Sub lessees, as the case may be after the issuance of the completion/occupancy certificate (as applicable)/ for the project. The Lessee shall hand over the completion/occupancy certificate, (as applicable), of the Unit to the Sub lessee at the time of Lease of the same.

7.3. **Failure of Sub lessee to take Possession** – Upon receiving a written intimation from the Lessee as per Para 7.2, the Sub lessee shall take possession of the unit from the Lessee by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Lessee shall give possession of the unit to the Sub lessee. In case the Sub lessee fails to take possession within the time provided in Para 7.2, such sub lessee shall be liable to pay to the Lessee holding charges at the rate of Rs. 2/- per month per sq. ft.

of carpet area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in Para 7.2.

7.4. **Possession by the Sub lessee** – After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the unit to the Sub lessees, it shall be the responsibility of the Lessee to hand over the necessary documents and plans, including the Common Areas, to the association of Sub lessees or the competent authority, as the case may be, as per the Applicable Law.

{Provided that, in the absence of any Applicable Law, the Lessee shall hand over the necessary documents and plans, including Common Areas, to the association of Sub lessees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate (as applicable)}.

7.5. **Cancellation by Sub lessee** – The Sub lessee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Sub lessee(s), proposes to cancel/withdraw from the project without any fault of the Lessee, the Lessee herein is entitled to forfeit the booking amount paid for the allotment. The Lessee shall refund 50% (Fifty Percent ) of the balance amount of money paid by the sub lessee within 45 ( Forty Five) days of such cancellation/withdrawal and remaining 50% (Fifty Percent ) of the balance amount on re-allotment of the Unit or at the end of one years from the date of cancellation/withdrawl, whichever is earlier. . The Lessee shall inform the previous sub lessee, the date of re-allotment of the said Unit & also display this information on official website of UP RERA on the date of re-allotment.

7.6. **Compensation** – The Lessee shall compensate the Sub lessee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Lessee fails to complete or is unable to give possession of the unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Lessee shall be liable, on demand to the Sub lessees, in case the Sub lessee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the unit with interest at

the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it becoming due:

Provided that where if the Sub lessee does not intend to withdraw from the Project, the Lessee shall pay the Sub lessee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Unit, which shall be paid by the Lessee to the Sub lessee within forty-five days of it becoming due.

## **8. REPRESENTATIONS AND WARRANTIES OF THE LESSEE**

The Lessee hereby represents and warrants to the Sub lessee as follows.

1. The Lessee has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possessions of the said land for the project.
2. The Lessee has lawful rights and requisite approvals from the competent authorities to carry out development of the project
3. There are no encumbrances upon the said land of the project;
4. There are no litigations pending before any court of law or Authority with respect to the said land, Project or the Unit;
5. All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Lessee has been and shall, at all times, remain to be in compliance with all applicable law in relation to the project, said land, Building and Unit and Common Areas.
6. The Lessee has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right title and interest of the sub lessee created herein, may prejudicially be affected.
7. The Lessee has not entered into any Agreement for lease and/or development Agreement or any other Agreement/ arrangement with any person or party with respect to the said land, including the project and the said Unit which shall, in any manner, affect the rights of the Sub lessee under this Agreement;
8. The Lessee confirms that the Lessee is not restricted in any manner whatsoever from leasing the said unit to the Sub lessee in the manner contemplated in this Agreement.
9. At the time of execution of the Sub-Lease deed the Lessee shall hand over lawful, vacant, peaceful, physical possession of the Unit to the sub lessee and the common areas to the association of the sub lessees or the competent authority, as the case may be.
10. The schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the schedule property.

11. The Lessee has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to their competent authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of Unit, Plot or Building, as the case may be, along with the common areas (equipped with all the specifications, amenities and facilities) has been handed over to the sub lessees and the association of sub lessees or the competent authorities as the case may be.
12. No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Lessee in respect of the said land and/or the project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

- 9.1. Subject to the force majeure clauses, the Lessee shall be considered under a condition of default, in the following events.
  - (i) Lessee fails to provide ready to move in possession of the unit to the sub lessee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the authority. For the purpose of this Para, 'ready to move in possession' shall mean that the unit shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
  - (ii) Discontinuance of the Lessee's business as a developer on account of suspension or revocation of his registration under the provisions of the act or the rules or regulations made there under.
- 9.2. In case of default by Lessee under the conditions listed above a non-defaulting sub lessee is entitled to the following:
  - (i) Stop making further payments to Lessee as demanded by the Lessee. If the sub lessee stops making payments, the Lessee shall correct the situation by completing the construction milestones and only there after the sub lessee be requires to make the next payment without any interest; or
  - (ii) The sub lessee shall have the option of terminating the Agreement in which case the Lessee shall be liable to refund the entire money paid by the sub lessee under any head whatsoever towards the purchase of unit, along with interest at the rate equal to MCLR(Marginal Cost of Landing Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules within 45 days of receiving the termination notice;

Provided that where an sub lessee does not intend to withdraw from the project or terminate the Agreement he shall be paid, by the Lessee, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Unit which shall paid by the Lessee to the sub lessee within 45 days of it becoming due.

9.3. The sub lessee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the sub lessees fails to make payments for 2 (two) consecutive demands made by the Lessee as per the payment plan annexed here to, despite having been issued notice in that regard, the sub lessee shall be liable to pay interest to the Lessee on the unpaid amount at the rate equal to MCLR (Marginal Cost of Landing Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules. The Lessee must not be in default to take this benefit.
- (ii) In case of default by sub lessee under the condition listed above continuous for a period beyond 3 (three) consecutive months after notice from the Lessee in this regard, the Lessee may cancel the allotment of the unit in favor of the sub lessee and refund the money paid to him by the sub lessee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. The Lessee must not be in default to take this benefit. Provided that the Lessee shall intimate the sub lessee about such termination at least 30 days prior to such termination.

#### **10. SUB-LEASE OF THE SAID UNIT:**

The Lessee, on receipt of total price of the unit as per para 1.2 under the Agreement from the sub lessee, shall execute a Sub-Lease deed and convey the title of the unit together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate and the occupancy certificate as the case may be, to the sub lessee:

{Provided that, in the absence of applicable law, the Sub-Lease deed in favor of the sub lessee shall be carried out by the Lessee within three months from the date of issue of completion certificate/occupancy certificate (as applicable)}. However, in case the sub lessee fails to deposit the stamp duty and /or registration charges within the period mentioned in the notice, the sub lessee authorizes the Lessee to withhold registration of the Sub-Lease deed in his/her favor till payment of stamp duty and registration charges to the Lessee is made by the sub lessee.

#### **11. MAINTAINANCE OF THE SAID BUILDING/APARTMENT/ PROJECT:**

The Lessee shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association of the sub lessees upon the issuance of the completion certificate of the project. The cost of such maintenance for 1 (one) year from the date of completion certificate has been included in the total price of the Unit.

However if the association of sub lessees is not formed within one year of completion certificate the Lessee will be entitled to collect from the sub lessees amount equal to the amount of maintenance disclosed in para 1.2 + 10% in lieu of price escalation for the purpose of maintenance for next 1 year and so on. The Lessee will pay the balance amount available with him against the maintenance charges to association of sub lessees once it is formed.

## **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of Lessee as per the Agreement for lease relating to such development is brought to the notice of the Lessee within a period of 5 (five) years by the sub lessee from the date of handing over possession or the date of obligation of the Lessee to give the possession to the sub lessee, whichever is earlier, it shall be the duty of the Lessee to rectify such defect without further charge, within thirty days, and in the event of Lessee's failure to rectify such defect within such time, the aggrieved sub lessees shall be entitled to receive appropriate compensation in the manner as provided under the act.

## **13. RIGHT TO ENTER THE APPARTMENT FOR REPAIRS:**

The Lessee/maintenance agency/association of sub lessees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the sub lessee agrees to permit the association of sub lessees and/ or maintenance agency to enter into the unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

## **14. USAGE:**

Use of basement and service areas: The basement(s) and service areas, if any, as located within the project "Mega heights" shall be earmarked for purposes such as parking spaces and services including but not limited to electric substation, transformer, DG set rooms, Underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment(s) etc. and other permitted uses as per sanctioned plans. The sub lessee shall not be permitted to use the services areas and the basements in any manner

whatsoever other than those earmarked as parking spaces and the same shall be reserved for use by the association of Sub lessee formed by the sub lessees for rendering maintenance services.

#### **15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:**

- 15.1. Subject to Para 12 above, the sub lessee shall, after taking possession, be solely responsible to maintain the unit at his/her on cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the unit , or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authorities or change or alter or make additions to the unit and keep the unit its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 15.2. The sub lessee further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face and facade of the building or anywhere on the exterior of the project, building there in or common areas. The sub lessee shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the sub lessee shall not store any hazardous or combustible goods in the unit or place any heavy material in the common passages, or staircase of the building the sub lessee shall also not remove any wall, including the outer and load bearing wall of the unit.
- 15.3. The sub lessee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Lessee and there after the association of sub lessees and /or maintenance agency appointed by association of sub lessee. The sub lessee shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition.

#### **16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of an unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

#### **17. ADDITIONAL CONSTRUCTIONS**

The Lessee undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

**18. LESSEE SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Lessee execute this Agreement he shall not mortgage or create a charge on the Unit and if such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of sub lessee who has taken or agreed to take such Unit.

**19. U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE OWNERSHIP ACT 2010).**

The Lessee has assured the Sub lessees that the Project in its entirety is in accordance with provisions of the U.PApartment (Promotion of Construction, Ownership and Maintenance) Act 2010 to the extent applicable. The Lessee showing compliance of various laws/regulations as applicable in Uttar Pradesh.

**20. BINDING EFFECT:**

Forwarding this Agreement to the sub lessee by the Lessee does not create a binding obligation on the part of the Lessee or the sub lessee until, firstly, the sub lessee signs and delivers this Agreement with all the schedules along with the payment due as stipulated in the Payment plan within 30 days from the date of receipt by the sub lessee and secondly, appears for registration of the same before the concerned Sub register Noida as and when intimated by the Lessee. If the sub lessee(s) fails to execute and deliver to the Lessee the Agreement within 30 (thirty) days from the date of its receipt by the sub lessee and/or appear before the Sub-Registrar for its registration as and when intimated by the Lessee, then the Lessee shall serve notice to the sub lessee for rectifying the default, which if not rectified within 30 days from the date of its receipt by the sub lessee, application of the sub lessee shall be treated as cancelled and all sums deposited by the sub lessee in connection therewith including the booking amount shall be returned to the sub lessee without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT**

This Agreement along with its schedules constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other Deeds, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the said Unit as the case may be.

**22. RIGHT TO AMEND**

This Agreement may only be amended through written consent of the parties. .

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON SUB LESSEE/SUBSEQUENT SUB LESSEES**

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of unit and the project shall equally be applicable to and enforceable against and by any subsequent sub lessees of the unit in case of a transfer, as the said obligations go along with the unit for all intents and purposes.

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

- 24.1 The Lessee may, at its sole option and discretion, without prejudice to its rights as set out in the Agreement waive the breach by the Sub lessee in not making payments as per the Payment Plan (Schedule C) including waiving the payment of interest for delayed payment. It is made clear so agreed by the sub lessee that exercise of discretion by the Lessee in the case of one sub lessee shall not be construed to be precedent and/or binding on the Lessee to exercise such discretion in the case of other sub lessees.
- 24.2 Failure on the part of parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provisions.

**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the rules and regulations made there under or the Applicable laws as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT.**

Wherever in this Agreement it is stipulated that the sub lessee has to make any payment in common with other sub lessee(s) in project, the same shall be the proportion which the carpet area of the unit bears to the total carpet area of all the units in the project.

**27. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments

and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

## **28. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon the execution by the Lessee through its authorized signatory at the Lessee's office, or at some other place, which may be mutually agreed between the Lessee and the sub lessee, in Noida after the Agreement is duly executed by the sub lessee and the Lessee or simultaneously with the execution of the said Agreement shall be registered at the office of the sub-registrar at Noida. Hence this Agreement shall be deemed to have been executed at Noida.

## **29. NOTICES**

That all notices to be served on the sub lessee and the Lessee as contemplated by this Agreement shall be deemed to have been duly served if sent to the Sub lessee or the Lessee by Registered Post at their respective addresses specified below:

\_\_\_\_\_ Name of Sub lessee

\_\_\_\_\_ (Sub lessee Address)

Mega Qwality Projects LLP

C-2, 1<sup>st</sup> Floor, Mega City, Sanjay Nagar, Bye Pass Road, Bareilly.

It shall be the duty of the Sub lessee and the Lessee to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Lessee or the Sub lessee, as the case may be.

## **30. JOINT SUB LESSEES.**

That in case there are Joint Sub lessees all communications shall be sent by the Lessee to the Sub lessee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allotters.

## **31. SAVINGS:**

Any application letter, allotment letter, Deed or any other document signed by the Sub lessee, in respect of the unit, plot or building, as the case may be, shall

not be prior to the execution and registration of this Agreement for Sale/Lease for such unit, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Sub lessee under the Agreement for Sale/Lease or under the Act or the Rules or the Regulations made there under.

**32. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.

**33. DISPUTE RESOLUTIONS:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretations and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled, as the case may be, through the Authority or Adjudicating Officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sub Lease at Noida in the presence of attesting witness, signing as such on the day first above written.

**LESSEE**

**SUB LESSEE**

**WITNESSES: -**

**1.**

**2.**

**Dated :-**

**Drafted by :-**

**Type by :-**

**SCHEDULE 'A'**

PLEASE INSERT DESCRIPTION OF THE UNIT AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

**SCHEDULE 'B'**

FLOOR PLAN OF THE UNIT

**SCHEDULE 'C'**

PAYMENT PLAN

**SCHEDULE 'D'**

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE UNIT)

**SCHEDULE 'E'**

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

[The 'Schedules' to this Agreement for Sale shall be agreed to between the Parties]