

**TRIPARTITE SUB-LEASE DEED**

**Premises No.** : Apartment/Unit No. \_\_\_\_\_ at \_\_\_\_ Floor in Tower No. \_\_\_\_ in the Project 'GAUR ALARIS (Phase 1)', at Plot No. GH-13, Sector-22 D, Yamuna Expressway Industrial Development Authority, Gautam Buddha Nagar, Uttar Pradesh-203209

**Village/ City** : Yamuna Expressway Industrial Development Authority, Gautam Buddha Nagar, Uttar Pradesh-203209

**Carpet Area** : \_\_\_\_\_ square meters (\_\_\_\_\_ square feet)

**Consideration** : Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

**Value as per Circle rate** : Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

**Stamp duty paid** : Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (As per Consideration) (Rounded off)

**BOUNDARIES:-**

At or towards the EAST :}

At or towards the WEST :} As per Apartment/Unit Plan Annexed

At or towards the NORTH :}

At or towards the SOUTH :}

### TRIPARTITE SUB-LEASE DEED

This Tripartite Sub-Lease Deed ("**Sub-Lease Deed/Deed**") executed on this \_\_\_\_day of \_\_\_\_, 20\_\_, at Greater Noida, District Gautam Buddha Nagar, Uttar Pradesh.

#### **By and Between**

**YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY**, a statutory authority constituted under the provisions of the Uttar Pradesh Industrial Area Development Act, 1976, having its office at First Floor, Commercial Complex, Block-P-2, Sector Omega-I, Greater Noida, District Gautam Buddha Nagar, Uttar Pradesh-201310 (hereinafter referred to as the "**LESSOR/YEIDA**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns), of the **FIRST PART**;

#### **AND**

**M/S GAURSONS INDIA PRIVATE LIMITED** (CIN U74899DL1995PTC064555), a private limited company incorporated under the Companies Act, 1956 and validly existing under the provision of the Companies Act, 2013 having its registered office at Office No-F-101, First Floor, Plot no 2/3, Ashish Commercial Complex, LSC, New Rajdhani Enclave, Delhi-110092, and its corporate office at Gaur Biz Park, Plot No.-1, Abhay Khand-II, Indirapuram, Ghaziabad, Uttar Pradesh-201014 (hereinafter referred to as the "**SUB-LESSOR/DEVELOPER**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in interest, executors, administrators and permitted assignees), of the **FIRST PART**, acting through its authorized signatory Mr./Mrs./Ms. \_\_\_\_\_ (son/daughter/wife of Shri \_\_\_\_\_, and having Aadhar no. \_\_\_\_\_), authorized vide the authority letter dated \_\_\_\_\_;

#### **AND**

Mr./Mrs./Ms \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) & (PAN \_\_\_\_\_) aged about \_\_\_\_\_, residing at \_\_\_\_\_ and Mr./Mrs./Ms \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) & (PAN \_\_\_\_\_) aged about \_\_\_\_\_, residing at \_\_\_\_\_, (hereinafter referred to as called the "**Sub-Lessee(s)**" (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 assignees).

*(Hereinafter, the Sub-Lessor/Developer and the Sub-Lessee(s) shall collectively be referred to as the "**Parties**" and individually as the "**Party**".)*

#### **Definitions**

**Act:** means the Real Estate (Regulation and Development) Act 2016.

**Applicable Law(s):** means all statutes, enactments, acts of legislature or parliament, including the Act, ordinances, laws, rules., bye-laws, building bye-laws, regulations, notifications, guidelines, directives and orders of the state government, statutory, municipal, or regulatory authority (including those issued by the YEIDA), tribunal, board, court, including approvals, guidelines, requirement or other governmental restriction and whether in effect as of the date of this Deed or thereafter.

**Authority:** means Uttar Pradesh Real Estate Regulatory Authority.

**Carpet Area:** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Explanation. – For the purpose of this clause, the expression “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Sub-Lessee(s); and “exclusive open terrace area” means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Sub-Lessee(s);

**Common Area: means**

- (i) the entire land for the real estate project, or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
- (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
- (iii) the common basements, terraces, parks, playground, open parking areas and common storage spaces;
- (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii) all community and commercial facilities as provided in the real estate project;  
**Explanation:** - community & commercial facilities shall include only those facilities which have been provided as common areas in the real estate project.
- (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use

**Common Area Facilities:** means all the facilities which will be developed for the use of Sub-Lessee(s) of the Project Land.

**Government:** means Government of Uttar Pradesh

**Project:** means, as explained in the Recital H herein below, the entire group housing complex being developed by the Sub-Lessor/Developer on the Project Land in the name and style of “**GAUR ALARIS (Phase 1)**”. The Project has been registered with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow, under the provisions of the Act, under registration no. \_\_\_\_\_”.

**Project Land:** means the land area admeasuring 39,145 sq. mtrs, upon which the Project is being developed, forming part of the Said Land (as defined in the recital D herein below) i.e. entire plot of land being plot no. “GH-13” (with total area admeasuring 47755 square meters), situated at Sector-22D, Yamuna Expressway Industrial Development Authority, Gautam Buddha Nagar, Uttar Pradesh-203209 that has been sold and transferred in favour of the Sub-Lessor/Developer, as specified in the details outlined in Recital D and E of this Deed,

**Project Maintenance Charges:** means the monthly charges payable by each Sub-Lessee(s) of the projects/units within the Project to the Sub-Lessor/Developer and/or the nominated agency of the Sub-

Lessor/Developer for maintaining various services like maintenance of security, cleaning of all the common area facilities inside the Project.

**Regulations:** means the regulations made under the Act.

**Rules:** means the rules for the state under the Act.

**Section:** Means section of the Act.

**Total Area:** - means the Carpet Area, external walls, balcony and/or verandah area and the proportionate Common Area as per design calculation.

**Note:** For the purpose of clarity, Common area maintenance charges and other facility charges shall be taken and calculated on the Total Area.

#### WHEREAS:

- A. The Lessor/YEIDA is a statutory authority constituted under the provisions of the Uttar Pradesh Industrial Area Development Act, 1976, vide notification dated 24<sup>th</sup> April 2001. Initially incorporated as the Taj Expressway Industrial Development Authority, it was subsequently renamed as YEIDA by notification dated 11<sup>th</sup> July 2008. YEIDA is the absolute owner and is in possession of a large tract of land situated at Sector-22D, Yamuna Expressway Industrial Development Authority, District Gautam Buddha Nagar, Uttar Pradesh. Such land was acquired by YEIDA through due process under the Land Acquisition Act, 1894, and was thereafter developed by YEIDA for purposes of planned urban development, including residential, group housing, commercial, and institutional projects in accordance with applicable laws, regulations, and policies of the Uttar Pradesh Government.
- B. That to promote planned residential development, YEIDA launched a Group Housing Scheme bearing Scheme Code YEA-GH-11/2025 ("**Scheme**"). Under this Scheme, specific plots earmarked for group housing were offered to eligible developers via a transparent process of brochure publication, invitation of bids, and subsequent allotment.
- C. That YEIDA issued a detailed brochure specifying the terms of the scheme, eligibility criteria, bidding procedures, payment terms, lease period, construction obligations, and other essential details. Following the issuance of this brochure, YEIDA invited applications from interested bidders through an online bidding process, culminating in the issuance of allotment letters to successful bidders.
- D. That in accordance with the terms of the above scheme, Plot No. GH-13 located at Sector-22D, Yamuna Expressway Industrial Development Authority, District Gautam Buddha Nagar, Uttar Pradesh – 203209 admeasuring 47755 square meters ("**Said Land**") was allotted in the following manner:
  1. Land admeasuring area 47754.60 sq.mtr. vide the allotment letter bearing ref no. Y.E.A/GH-11/5517/2026 dated 09.01.2026 ("**Allotment Letter**"); and
  2. Additional area admeasuring 0.40 sq. mtr. as per Letter bearing Ref no. वार्ड.ई.ए/बिल्डर्स/5692/2026 dated 01.04.2026.
- E. That upon completion of all formalities, including payment of the prescribed premium, submission of requisite documents, and compliance with conditions stipulated in the Allotment

Letter, YEIDA executed a Lease Deed dated 08.04.2026, which was duly registered in the Office of Sub-Registrar Sadar, Greater Noida, Gautam Buddha Nagar in Book No. 1, Volume No. 48883 on pages 169 to 222 with registration number 10861 on 08.04.2026 (hereinafter referred to as "**Lease Deed**"), in favor of the Sub-Lessor/Developer, thereby granting leasehold rights over the Said Land for a period of 90 (ninety) years, commencing from the date of execution of the Lease Deed. Under the lease, the Sub-Lessor/Developer is authorized to undertake construction of a Group Housing/Builder Residential Buildings as per the land use set out in the brochure of the Scheme and as per the building to be got approved by the Sub-Lessor/Developer from YEIDA.

- F. That following the execution and registration of the Lease Deed, YEIDA duly handed over the physical possession of the Said Land to the Sub-Lessor/Developer on 15.04.2026.
- G. That the Said Land is earmarked by the Sub-Lessor/Developer for development in two distinct phases i.e. Phase 1 (with an area admeasuring 39,145 sq. mtrs.) and Phase 2 (with an area admeasuring 8,610 sq. mtrs.).
- H. Out of the said two phases, the Phase 1, which is the subject matter of this Deed, has been proposed is developed on the plot area admeasuring 39,145 square meters) ("**Project Land**"), and the building plans for which have already been sanctioned in the name of the Sub-Lessor/Developer i.e. Gaursons India Private Limited vide YEIDA's letter dated 10.06.2026 bearing reference number YEIDA/202606100122/2026/04/02/S/3173 ("**Sanction Plan**").
- I. The Phase 1 i.e. the group housing complex, which is being developed upon the Project Land has been registered in the name and style of "**GAUR ALARIS (Phase 1)**" ("**Project**"), with the Real Estate Regulatory Authority at Lucknow, in accordance with the provisions of the Act, on date \_\_. \_\_. \_\_ under registration no. \_\_. \_\_. \_\_. The detailed layouts for the Project Land is delineated in Schedule A, herein.
- J. In accordance with the sanctioned plans, the Project shall consist of 08 number of residential towers with a designated name i.e. Tower Eleganza, Tower Evaina, Tower Gaudium, Tower Elance, Tower Azura, Tower Orlena, Tower Elara, Tower Aurea. The general structural composition of these towers are planned as:  
Basement level + ground/podium 1/stilt 1 + podium 2/stilt 2 + stilt 3 + thirty-four (34) residential floors.
- K. In addition to the above mentioned residential towers, the Project also constitutes clubhouse styled in the name of 'Club Regalia' which shall be available for common use by the sub-lessee(s)/allottees/occupants across both phases of the Project. The clubhouse is proposed to house a range of recreational, wellness, leisure, and convenience facilities for the benefit of the occupants. Such facilities may include spaces for indoor games and interactive activities, music and entertainment areas, fitness amenities, wellness space, crèche and play zones, restaurant and lounge area, business and co-working spaces, salon and personal care facilities, swimming pool, viewing/gallery areas, and other allied or ancillary uses as per the sanction plan. The clubhouse shall have the following structural composition:  
Basement level + ground/podium 1/stilt 1 + podium 2/stilt 2 + stilt 3.  
The Sub-Lessee(s) understands and acknowledges that use of the various amenities in the clubhouse shall be subject to and in accordance with the rules, regulations, policies of the Company/Developer and/or its nominated agency which shall include but shall not be limited to the applicable charges (for each amenity), timings (usage and closure), code of conduct and other conditions as may be prescribed by the Sub-Lessor/Developer from time to time. The Sub-Lessor/Developer and/or its nominated agency reserves the right to restrict or curtail the access to and usage of such facilities in the event of any misconduct or failure of the Sub-Lessee(s) to

adhere to the rules, regulations and policies prescribed by the Sub-Lessor/Developer and/or its nominated agency

- L. The Sub-Lessor/Developer is fully competent to enter into this Deed and has completed all the legal formalities with respect to the right, title and interest of the Sub-Lessor/Developer regarding the Project Land on which the Project is to be developed.
- M. The Sub-Lessee(s) was allotted a unit, and its allotment was confirmed through a mutually executed Agreement for Sub-Lease dated \_\_\_\_\_. Pursuant thereto, the Sub-Lessor/Developer hereby agrees to sub-lease Apartment/Unit No. \_\_\_\_\_ ("Apartment/Unit"), having a Carpet Area of \_\_\_\_\_ square meters (\_\_\_\_\_ square feet), situated on the \_\_\_\_\_ floor of Tower \_\_\_\_\_ of the Project, together with Parking No. \_\_\_\_\_. The Sub-Lessee(s) shall also be entitled to a proportionate undivided share in the common areas of the Project ("**Common Areas**"), as defined under clause (n) of Section 2 of the Act, and the Floor Plan of the Apartment/Unit, Specifications of the Apartment/Unit, and the Parking Layout Plan corresponding to the allotted parking space are annexed hereto as Schedule B, Schedule C, and Schedule D respectively, and shall form an integral part of this Agreement. The Sub-Lessee(s) have seen the occupancy certificate/completion certificate in respect of the said Project.
- N. The Sub-Lessee(s) has taken Housing Loan From \_\_\_\_\_
- O. The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein;
- P. As per the sanction plan, the Project comprises of Eight (8) residential towers, and a clubhouse. The Sub-Lessee(s) acknowledges and agrees that the clubhouse, gym, swimming pool, landscape and other related common areas and facilities etc are being developed in an integrated and unified manner for both the phases i.e. Phase 1 and Phase 2, and shall, upon completion, be shared and enjoyed jointly by all allottees across both the phases. Accordingly, it is expressly clarified by the Sub-Lessor/Sub-Lessor/Developer and acknowledged and accepted by the Sub-Lessee(s) herein that the Sub-Lessee(s) shall have undivided proportionate share in the common areas for the Said Land. Since the share/interest of the Sub-Lessee(s) in the common areas is undivided and cannot be divided or separated, the Sub-Lessee(s) shall use the common areas along with other allottees/occupants of both the phases i.e. Phase 1 and Phase 2, without causing any inconvenience or hindrance to them. Further, the Phase 2 shall involve future expansions, which may include, but shall not be limited to, residential and commercial development and other ancillary facilities, subject to approvals from the competent authorities as applicable at the time. The timeline, design, and scope of Phase 2 shall be determined at the discretion of the Sub-Lessor/Developer and may be undertaken in one or more sub-phases, as per the discretion of the Sub-Lessor/Developer, and subject to regulatory approvals, and other relevant considerations. It is further acknowledged and agreed by the Sub-Lessee(s) that the Sub-Lessor /Developer shall have the exclusive and unencumbered right to utilise any additional floor area ratio (FAR)/floor sale index (FSI) or development potential that may become available in respect of the Said Land, whether due to changes in applicable law, policy, or otherwise, for the purposes of Phase 2 or any subsequent development, without any claim, objection, or demur from the Sub-Lessee(s). However, it has been expressly clarified that the development and/or the utilization of the additional FAR/FSI under the Phase 2 shall not, in any manner whatsoever, affect the rights, title and interests of the Sub-Lessee(s) associated with the Apartment/Unit.
- Q. The Sub-Lessee(s) also understands that the membership fee and the terms & conditions for use of any amenities within the Project shall be such as may be prescribed/ decided by the Sub-Lessor /Developer and/or its nominated agency from time to time. All the amenities shall be available

for usage on pay and use basis. The Sub-Lessee(s) shall also strictly follow all the rules and it is clearly specified herein that amenities within the Project means amenities developed by the Sub-Lessor/Developer particularly for the Project.

- R. The Parties hereby confirm that they are signing this Sub-Lease Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- S. 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 Sub-Lease Deed and all applicable laws, are now willing to enter into this Sub-Lease Deed on the terms and conditions appearing hereinafter;
- T. In accordance with the terms and conditions set out in this Sub-Lease Deed and as mutually agreed upon by and between the Parties, the Sub-Lessor/Developer hereby agrees to sub-lease and the Sub-Lessee(s) hereby agrees to take on sub-lease the said Apartment/Unit alongwith the open/covered parking (if applicable) as specified herein.

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

**1. TERMS AND CONDITIONS:**

- 1.1 That in consideration of the Sub-Lessee(s) having duly remitted the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) the receipt of which is hereby acknowledged by the Sub-Lessor/Developer, signifying the complete and conclusive consideration, the Sub-Lessor/Developer hereby effects the transfer and conveyance of the said Apartment/Unit and both the Sub-Lessor/Developer and the Sub-Lessee accept that aforesaid consideration is for the "Total Carpet Area as specified herein". This sub-lease is in strict alignment with the Apartment/Unit's floor plan, specifications of the Apartment/Unit, the parking no. with the parking layout plan. Concurrently, this sub-lease includes the associated rights, easements, and appurtenances, contingent upon the Sub-Lessee's commitment to adhere to and fulfil the terms and conditions detailed herein.

However, it is admitted, acknowledged and so recorded by and between the Parties that the Sub-Lessee shall have the right to use only the common areas and facilities as specified in this Sub-Lease Deed and comply with the details described in the Deed of Declaration (DOD) as provided in the section 12 of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. All other rights not forming part of the DOD, including but not limited to rights of further construction in the event of any change in FAR/FSI, additional open spaces, parking spaces not forming part of the DOD, and any areas earmarked for future development or commercialization, shall remain the exclusive property of and vest with the Sub-Lessor/Developer, who shall be entitled to deal with, use, or transfer the same in its sole discretion.

- 1.2 The aforesaid consideration, inter alia, includes recovery of price of land, construction of not only the said Apartment/Unit but also the Common Areas, internal development charges, external development charges, cost of providing electric infrastructure, lift, water line and plumbing, finishing as per specifications, fire detection and firefighting equipment in the Common Areas, etc.

and includes cost for providing all other facilities, amenities and specifications to be provided within the said Apartment/Unit and the Project. Further, it does not include the maintenance charges, IFMS, cost of meter, security deposit (if any), water charges, common area electricity charges and any other charges.

- 1.3 That the Sub-Lessor/Developer has handed over actual physical possession of the said Apartment/Unit to the Sub-Lessee(s) at the time of execution of this Sub-Lease Deed and the Sub-Lessee(s) hereby confirms to have taken over possession of the said Apartment/Unit from the Sub-Lessor/Developer, and the Sub-Lessee has checked and satisfied himself/herself/themselves as to the area of the said Apartment/Unit, quality and extent of construction and items as per specifications in relation thereto and the Sub-Lessee has agreed not to raise any dispute at any time in future on this account.
- 1.4 That upon taking over possession of the said Apartment/Unit the Sub-Lessee shall have no complaint or claim against the Sub-Lessor/Developer as to any kind of delayed possession penalty as per the Act, any item of work, quality of work, material, area/size of the Apartment/Unit or on any other ground whatsoever.

## **2. REPRESENTATIONS BY THE SUB-LESSOR/DEVELOPER**

- 2.1 The Sub-Lessor/Developer has absolute, clear and marketable title with respect to the said Project Land; the requisite rights to carry out development upon the said Project Land and absolute, actual, physical and legal possession of the said Project Land for the Project;
- 2.2 The Sub-Lessor/Developer has the right to execute this Sub-Lease Deed 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;
- 2.3 The Sub-Lessee shall have exclusive ownership of the said Apartment/Unit and is entitled to transfer and convey its right, title and interest in the said Apartment/Unit as per the prevailing policies of the Sub-Lessor/Developer and YEIDA and that the same is free from all encumbrances.
- 2.4 The Sub-Lessor/Developer has not entered into any agreement to sub-lease and/or sub-lease deed or any other agreement/arrangement with any person or party with respect to the said Apartment/Unit which will, in any manner, affect the rights of the Sub-Lessee under this Sub-Lease Deed;
- 2.5 The Sub-Lessor/Developer confirms that the Sub-Lessor/Developer is not restricted in any manner whatsoever from sub-leasing the said Apartment/Unit to the Sub-Lessee in the manner contemplated in this Sub-Lease Deed;
- 2.6 The said Apartment/Unit shall be sub-leased as an independent apartment/unit with undivided interest in the common areas and facilities of the Project subject to the description mentioned in the Deed of Declaration submitted under section 12 of the U.P. Apartment (Promotion of Construction Ownership and Maintenance) Act, 2010. However, the Sub-Lessee shall not have any title or ownership of the Common Areas in any manner whatsoever.

### 3. REPRESENTATION BY THE SUB-LESSEE(S)

3.1 The Sub-Lessee hereby acknowledges, understand, undertakes, agrees, accepts, affirms and confirms that:

- a) That the Sub-Lessee, prior to the execution of this Sub-Lease Deed, had applied to the Sub-Lessor/Developer for allotment of the Apartment/Unit after satisfying and understanding about the implications of the restrictions, covenants etc. mentioned in the Lease Deeds as well as other laws applicable to the Project Land and the Apartment/Unit.
- b) That the Sub-Lessee has inspected the site, the Sanction Plan, ownership records, the Lease Deeds and other documents relating to the title and all other details of the Project and the Apartment/Unit, which the Sub-Lessee considers relevant and has satisfied himself/ herself about the right, title and capacity of the Sub-Lessor/Developer to deal with the Project and the Apartment/Unit and has understood all the limitations and obligations thereof.
- c) That the Sub-Lessee has all the necessary power, authority and capacity to bind himself/ herself to this Sub-Lease Deed, and to perform his/ her obligations herein.
- d) The Sub-Lessee has agreed to bear all the expenses for completion of formalities associated with the Sub-Lease Deed including cost of stamp duty, registration fee and other expenses related to registration etc. as per applicable law, rules, and regulations.
- e) The Project “**GAUR ALARIS (Phase 1)**” is a group housing project and the layout plan of the project has been sanctioned by the YEIDA. The up keeping and maintenance of the Project will be carried out either by the Sub-Lessor/Developer itself and/or its duly appointed management agency. The owner(s) of respective apartment/units within the Project shall be liable to pay monthly maintenance charges per apartment/unit, as specified and agreed in the Agreement for Sub-Lease plus applicable GST. These charges shall be calculated on the said apartment/unit only. Terrace/paved/green area shall not be considered for calculation of maintenance charges of respective apartment/unit. The said maintenance charges shall be subject to escalation as such rate specified in the Agreement for Sub-Lease.
- f) The Sub-Lessor/Developer shall be responsible to provide and maintain essential services in the Project, either by itself or through its maintenance agency, till the taking over of the Project by the RWA/AOA or upon the issuance of the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable), whichever is earlier. However, if the RWA/AOA is not formed within 1 year of the completion certificate/occupancy certificate/deemed completion/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable), the Sub-Lessor/Developer will be entitled to collect from the sub-lessee amount equal to the amount of maintenance as specified and agreed in the Agreement for Sub-Lease + 10% in lieu of price escalation every year for the purpose of the maintenance for next 1 year and so on.

The Interest Free Maintenance Security (IFMS) deposit is payable to the Sub-Lessor /Developer in accordance with the provisions of the Agreement for Sub-Lease. The IFMS amount can also be used by the Sub-Lessor/Developer for the replacement of any capital equipment or for any capital expenditure.

The balance amount of IFMS, if any, will be handed over to the RWA/AOA at the time of handing over the maintenance and common area of the Project, as per the norms of definitive sub-lease deed/MOT signed with registered RWA/AOA, after the deduction of security deposit or any other deposit with any other statutory authority which was deposited earlier by the Sub-Lessor/Developer for electricity connection and any further work for the Project. Further, any outstanding charges due from the Sub-Lessee(s) on account of electricity maintenance or any other charges shall also be deducted from the total IFMS amount to be transferred to the RWA/AOA.

- g) The Sub-Lessee shall enter into a separate maintenance agreement ("**Maintenance Agreement**") (if applicable and as may be required by the Sub-Lessor/Developer), with the Sub-Lessor/Developer and/or its designated maintenance agency ("**Designated Maintenance Agency**") for the maintenance of common areas and facilities. The Sub-Lessee shall abide by the terms and conditions of the Maintenance Agreement. However, it is expressly agreed herein that the delay in execution or the non-execution of such Maintenance Agreement shall not be any excuse to withhold or delay the payment of the applicable maintenance charges and the Sub-Lessee shall remain liable to pay the same in accordance with the provisions of the this Sub-Lease Deed and the Agreement for Sub-Lease.
- h) The Sub-Lessee shall be liable to pay the Maintenance Charges as per the prevailing rates to the Sub-Lessor/Developer. The Sub-Lessor/Developer shall, as specified and agreed in the Agreement for Sub-Lease, charge a minimum amount per apartment/unit per month, towards the water supply charges. Further, Sub-Lessor/Developer shall charge minimum amount per apartment/unit per month or actual bill on proportionate basis of consumption, whichever is higher, towards the Common Area Electricity charges. GST shall be charged additionally. These charges are apart from Maintenance charges. These rates shall be subject to escalation every year by minimum @ 10% per annum. Water meter cost shall be borne by the Sub-Lessee.
- i) During the lease period the Sub-Lessee shall promptly pay all dues pertaining to the maintenance of the Common Areas and Common Area Facilities to the Sub-Lessor/Developer/Designated Maintenance Agency and/or any other charges payable towards water supply, electrical supply and other related services as per the invoices raised by the Sub-Lessor/Developer/Designated maintenance Agency. In case the Sub-Lessee defaults in payment of such dues on the due dates at any stage, the Sub-Lessee agrees to pay fine for such default as may be fixed by the Sub-Lessor/Developer/Designated Maintenance Agency. In the event the default continues for more than two months, the Sub-Lessor/Developer and/or the Designated Maintenance Agency may thereafter, at its sole discretion, stop the use of Common Areas and Common Area Facilities by and restricting

the supply of water and/or electricity to the Sub-Lessee or the residents/occupants within the Apartment/Unit.

- j) The Sub-Lessee(s) accepts and acknowledges that Said Land is envisaged to be developed in two (2) distinct phases i.e. the Phase 1 and Phase 2 and the Project constitutes the Phase 1 of these phases and has been developed upon the Project Land, which is a part of the Said Land. The Sub-Lessee(s) acknowledges and agrees that the Project comprises of Eight (8) residential towers, and a clubhouse. Further, the clubhouse, gym, swimming pool, landscape and other related common areas and facilities etc shall be developed by the Sub-Lessor/Developer upon the Said Land in an integrated and unified manner for both the phases i.e. Phase 1 and Phase 2, and shall, upon completion, be shared and enjoyed jointly by all allottees across both the phases. Furthermore, the Phase 2 shall involve future expansions, which may include, but shall not be limited to, residential and commercial development and other ancillary facilities, subject to approvals from the competent authorities as applicable at the time. The timeline, design, and scope of Phase 2 shall be determined at the discretion of the Sub-Lessor/Developer and may be undertaken in one or more sub-phases, as per the discretion of the Sub-Lessor/Developer, and subject to regulatory approvals, and other relevant considerations. It is further acknowledged and agreed by the Sub-Lessee(s) that the Sub-Lessor/Developer shall have the exclusive and unencumbered right to utilise any additional floor area ratio (FAR)/floor sale index (FSI) or development potential that may become available in respect of the Said Land, whether due to changes in applicable law, policy, or otherwise, for the purposes of Phase 2 or any subsequent development, without any claim, objection, or demur from the Sub-Lessee(s). However, it has been expressly clarified that the development and/or the utilization of the additional FAR/FSI under the Phase 2 shall not, in any manner whatsoever, affect the rights, title and interests of the Sub-Lessee(s) associated with the Apartment/Unit.
- k) The Sub-Lessee(s) acknowledges, accepts and agrees that the Project has been developed upon the Project Land, which is part of the Said Land and for which necessary agreements, lease deeds and documents have been executed between Sub-Lessor/Developer and YEIDA. All the stipulations outlined in these agreements, lease deeds and documents, shall be applicable to the Project Land and shall be binding upon the Sub-Lessee. Further, the Sub-Lessee shall abide by the laws as may be applicable to the Said Land, Project Land, Project, Apartment/Unit including inter- alia all regulations, bye- laws, directions and guidelines of YEIDA and other relevant authorities.
- l) The taxes, dues, demands, charges, duties etc. if any, levied or leviable in respect of the Apartment/Unit by the Government and/ or other local authorities shall be payable by the Sub-Lessee with effect from the date of possession of the Apartment/Unit or the date of execution of this Sub-Lease Deed, whichever is earlier. The Sub-Lessor/Developer and/or the Designated Maintenance Agency shall be entitled to collect the said taxes, dues, demands, charges, duties etc. on pro rata basis from the Sub-Lessee so long as each residential unit is not separately assessed for such purposes.
- m) The Sub-Lessee shall also be liable for paying any increase in the lease rent and/or any charges demanded by the Government/YEIDA on a pro-rata basis. Additionally, any

demand and/or imposition, retrospectively or prospectively, including but not limited to farmer compensation, land use charges, freehold charges, metro cess, Ganga water tax, or trade tax, property tax, house tax, sewer tax, additional levies, rates, taxes, charges, cess, fees, and/or interest thereon arising out of any order/notification/circular/advisory or direction issued by the Central Government, State Government, YEIDA, or any other Statutory or other local authority(ies), department, or by the Hon'ble Supreme Court or any other court or judicial authority shall also be payable by the Sub-Lessee proportionately as per such order/notification/circular/advisory or direction. The Sub-Lessee is required to make these payments without objection or delay. In case any such demand of service tax, trade tax, property tax, house tax, water tax, sewer tax, rates, charges, fee, cess, levy, metro cess etc. is/are already paid by the Sub-Lessor/Developer, the proportionate amount thereof will be payable and be paid by the Sub-Lessee and any default by the Sub-Lessee in making such payment in time would constitute a lien upon the said Apartment/Unit. The Sub-Lessor/Developer undertakes and agrees that while raising a demand on the Sub-Lessee(s) for increase in development charges, farmer compensation charges /cost imposed by the competent authorities, the Sub-Lessor/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Sub-Lessee, which shall be payable along with subsequent demands and Sub-Lessee shall make payment of the same without any demur and shall not raise any objection for the same.

- n) Any delay by the Government authorities in providing amenities such as road, electricity, sewer, and water supply etc. shall not be attributed to the Sub-Lessor/Developer.
- o) In the event of any subsequent sub-lease or transfer of the Apartment/Unit, the Sub-Lessee(s) shall be required to obtain a No Dues Certificate/No Objection Certificate (NOC) from the Sub-Lessor/Developer upon submission of complete particulars of the proposed transferee to the Sub-Lessor/Developer. The issuance of such NOC shall be at the sole discretion of the Sub-Lessor/Developer and shall be subject to payment by the Sub-Lessee of applicable administrative charges, documentation charges, service charges, and applicable taxes, in accordance with the prevailing policy of the Sub-Lessor/Developer at the relevant time. Further, all transfer charges, service charges, or any other fees payable to the YEIDA or any competent authority in connection with such transfer or sub-lease shall be borne and paid directly by the Sub-Lessee.
- p) That whenever the title of the said Apartment/Unit is transferred, in any manner whatsoever, it will be the responsibility of the transferor to pay the outstanding maintenance charges, transfer NOC charges of the Sub-Lessor/Developer as applicable and other charges and obtain the No Dues of the Project from the Sub-Lessor/Developer and/or its nominee(s)/RWA/AOA before effecting the transfer of the said Apartment/Unit, failing which the transferee occupying the said Apartment/Unit shall have to pay the outstanding dues.

- q) The electricity infrastructure shall be provided for the capacity as opted in the application form and also in accordance with all other terms and conditions as per the electricity supply agreement (If Required),

**Note:** At the time of applying for electrical connection there may be the following two scenarios:

- (i) Single Point Connection: In this case the Sub-Lessor/Developer shall provide the infrastructure to the Sub-Lessee. The proportionate security amount deposited with the concerned electricity/power authority will be deducted from the IFMS at the time of handing over the maintenance and Common Areas of the Project to the Residents Welfare Association ("RWA")/ Apartment Owners' Association ("AOA").
- (ii) Multi Point Connection: In this case, the Sub-Lessor/Developer shall provide the infrastructure for electricity in the said Apartment/Unit and the Sub-Lessee will apply directly for electricity connection to the concerned electricity/power authority/ UPPCL/PVVNL etc. The cost of the meter, its installation, and security deposit shall be borne by the Sub-Lessee itself.

Note: The electrical installation/ transformers/ E.S.S. equipment and cabling shall be designed with 60 % diversity factor. For example for 100 KVA load only 60 KVA capacity shall be installed.

- r) That the power back-up facility will be provided through D.G. and its fixed and variable charges shall be payable by the sub-lessee and its rate shall be decided at the time of use of facility or thereafter, depending upon the prevailing prices of fuel. The DG equipment and cabling shall be designed with 80% diversity factor. For example for 100 KVA load only 80 KVA capacity shall be installed. The D.G. back-up facility shall be subject to the policies of the Government and any modifications or alterations to the same in compliance with the changes in these policies shall incur additional charges for the sub-lessee
- s) That in case reissuance of allotment letter/agreement to sub-lease, Sub-Lease Deed, permission to mortgage or any other document is required and requested by the Sub-Lessee or Bank/NBFC/Housing Finance Company/any other Financial Institution, the Sub-Lessor/Developer has the sole right to reissue or reject the reissuance. The reissuance at every time shall attract a fee in accordance with the prevailing policies and rates of the Sub-Lessor/Developer, and shall be payable by the Sub-Lessee.
- t) The Project consists of multiple towers that will be constructed in a phased manner, and all the common area facilities such as the clubhouse, gym, swimming pool, landscape and other related facilities etc. will only be available for use after the completion of all the towers. The Sub-Lessee and/or RWA/AOA shall be liable to pay the entire maintenance charges and shall not be entitled to withhold or reduce the maintenance charges during the progression of such work.
- u) That the Sub-Lessee understands and acknowledges that the Sub-Lessor/Developer shall be entitled to construct such other buildings on the Project Land and/or the Said Land as per the approved plans

- v) The Sub-Lessee(s) and/or the RWA/AOA are strictly prohibited from making any alterations, modifications, or changes to the exterior elevation of the Project. This includes but is not limited to any adjustments to the architectural design, facade, or structural elements of the Project and buildings/towers in the Project. Further, the Sub-Lessee(s) and/or the RWA/AOA shall not have right to and are hereby expressly prohibited from altering, modifying or changing the name of the Project.
- w) The Apartment/Unit along with open/covered parking shall be treated as a single indivisible unit for all purposes. Further, it is agreed that the Project constitutes the Phase 1 of the two distinct phases i.e. Phase 1 and Phase 2 in which the Said Land is proposed to be developed. As already specified herein above, the Phase 1 i.e. the Project has been developed upon the Project Land, which is part of the Said Land, and is not a part of any other project. However, the clubhouse, gym, swimming pool, landscaped areas and certain common areas and facilities such are intended to be developed and used in an integrated manner for both Phase 1 and Phase 2. It is clarified that amenities and common areas and facilities, other than those declared as independent area in the Deed of Declaration submitted under section 12 of the U.P. Apartment (Promotion of Construction Ownership and Maintenance) Act, 2010, shall be available for use and enjoyment of the sub-lessee/allottees/occupants of both the phases.
- x) The Sub-Lessee(s) shall not have any exclusive right, title or interest in any area outside the Project, and the same shall be shared by the Sub-Lessee(s) along with other sub-lessee(s)/occupants of both the phases, as per the guidelines to be formulated by the Sub-Lessor/Developer as provided herein and as per the Applicable Laws.
- y) The Sub-Lessee shall not use the said Apartment/Unit in any manner that causes blockage, hindrance, or nuisance to any other apartment/unit owners, common passages, terraces, or common areas and facilities within the Project and/or bon the phases. Additionally, the Sub-Lessee shall not store any chemicals, combustible, or hazardous materials in the Apartment/Unit, nor engage in any activity that may cause damage to the flooring, ceiling, or neighbouring units. Any interference with the use of spaces, passages, or common amenities is strictly prohibited. The Sub-Lessee shall indemnify the Sub-Lessor/Developer against any penal action, damages, or loss arising from misuse, for which the Sub-Lessee shall bear sole responsibility.
- z) The Sub-Lessee shall use the said Apartment/Unit for residential purposes only. However, if the Sub-Lessee uses or permits to use of the said Apartment/Unit for any purpose contrary to the permissible use, then in that event, the Sub-Lessor/Developer and/or the Designated Maintenance Agency/its other Agents and/or the RWA/AOA shall be entitled to take action in accordance with law and/or the policies of the Sub-Lessor/Developer including any amendments thereto.
- aa) The Sub-Lessee shall not remove any common walls of the Apartment/Unit, including load-bearing walls and partition walls/structures shared with adjacent unit holders, as the

hidden RCC Columns & RCC Shear Wall support the entire structure, and no changes are permitted. The Sub-Lessee shall maintain the Apartment/Unit, including walls, partitions, sewers, drains, pipes, and related appurtenances, in good condition to support and protect other parts of the Project. The Sub-Lessee shall comply with all applicable laws, guidelines, bye-laws, rules, and regulations of the State Government, Central Government, YEIDA, municipal authorities, and any other local bodies, and shall be solely responsible for addressing any deviations, violations, or breaches of these laws or regulations. The Sub-Lessee shall also follow all the rules, regulations guidelines specified by the Sub-Lessor/Developer with respect to undertaking any interior work within the Apartment/Unit.

- bb) The Sub-Lessee(s) shall not change or cause to be changed any structure of the said Apartment/Unit or any portion thereof and shall also not make or cause to be made any additions or alterations in the same or any part thereof, so as to cause blockage in any passage, verandahs, terraces etc. In the event of any non-compliance on this account, the Sub-Lessor/Developer shall be entitled to remove the offending structure/nuisance at the cost of the Sub-Lessee and claim all costs on this account from the Sub-Lessee.
- cc) The Sub-Lessee, either directly or through the RWA/ AOA, shall not raise any objection and shall not make any claim against the Sub-Lessor/Developer or its nominees, lessee, licensee etc. if any part of the top roof/terrace on/above the top floor of any of the Project buildings is given on lease or hire by the Sub-Lessor/Developer or its agents for installation of hoardings, sign boards, antenna, satellite dishes, communications towers & equipment, advertisement purposes which does not form a part of the Apartment/Unit area paid for by the Sub-Lessee, in the said Project.
- dd) That it has been agreed between the Sub-Lessor/Developer and the Sub-Lessee that save and except in respect of the Apartment/Unit hereby acquired by him, the Sub-Lessee has no right, title, interest & claim of any nature or kind except the right of ingress and egress in respect of all or any of the common areas, such as roads, lobbies, stair case, corridor etc. The common areas, parks and roads shall remain undivided and neither the Sub-Lessee nor any other person shall take any action for partition or division of any part thereof and any covenant to the contrary shall be void.
- ee) The area declared as independent area in the Deed of Declaration submitted under section 12 of the U.P. Apartment (Promotion of Construction Ownership and Maintenance) Act, 2010 and all unsold spaces, unsold apartment, unsold parking shall continue to be property of the Sub-Lessor/Developer and who shall be entitled to use or deal with the same for any purpose whatsoever. The Sub-Lessor/Developer also reserves its right to allot the unallotted parking spaces in future after handing over the maintenance of the Project complex to the RWA/ AOA. Any apartment owner or RWA/ AOA will not be allowed for any type of encroachment/construction or claim on the above said area of the Project.
- ff) No parking of car/vehicle is allowed inside the said Project complex except for those apartment/unit owners, who have reserved the car parking space. Two wheeler, scooter,

motor cycle, cycle or any vehicle will be parked within same parking space allotted to the Sub-Lessee, no other place will be provided/allowed for the same.

- gg) The Sub-Lessee agrees that he/she/they will have to allow sweepers/maintenance staff etc. to enter in the said Apartment/Unit and/or duct etc. for cleaning/maintaining/repairing of the pipes/leakage/seepage in the said Apartment/Unit or any other apartment/unit and shall support the Sub-Lessor/Developer and/or its nominees/staff to carry out any repair activities, as may be required. In case the Sub-Lessee fails to provide its support and/or causes any objections and hindrances to such activities, the Sub-Lessor/Developer shall be entitled to stop the maintenance services and facilities.
- hh) The Sub-Lessee agrees that he/she/they will bear the cost and expenses for repairing any damages in the toilets/bathrooms/any other part of the other apartment/unit caused due to his negligence or wilful act. The Sub-Lessee will be liable and responsible for any damage to any equipment in the Project i.e. lift, firefighting equipment, motor panels, water pumps or any other infrastructure in the common area occurs due to his/her/their negligence malfunctioning or wilful act.
- ii) The contents of the said Apartment/Unit along with the connected structural part of the building shall be insured by the Sub-Lessee at his own cost against the fire, earthquake etc. The Sub-Lessor/Developer after handing over the possession of the said Apartment/Unit shall in no way be responsible for safety, stability etc. of the structure. All charges towards insurance will be paid by the Sub-Lessee either by him individually or through society/association collectively if so formed.
- jj) That as Per Section 14 (2) of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, after obtaining the completion certificate/part completion certificate/occupancy certificate/part occupancy certificate, the formation of RWA/AOA shall be the joint responsibility of the Sub-Lessor/Developer and the residents/apartment owners of the Project, The Sub-Lessor/Developer shall get the RWA/AOA registered when such number of apartment/units have been handed over to the owners which is necessary to form an association or 60% of apartment/units, whichever is more, by way of sale, transfer or possession. In the compliances of the above, if the residents/owners of apartment/units in the Project fail to form the RWA/AOA then Sub-Lessor/Developer/Designated Maintenance Agency can withdraw the maintenance services of the Project. Only common services related to residential part shall be transferred to the RWA/AOA and unsold apartment/units, unsold parking and independent areas of limited common use shall not be handed over to the RWA/AOA and will be owned by the Sub-Lessor/Developer and may be sold to any agency or individual as the case may be on any terms as the Sub-Lessor/Developer would deem fit. The stilt landscape area and other common areas shall not be used for conducting personal functions, such as, marriages, birthday parties, etc., without the prior written consent from the Sub-Lessor/Developer and/or the Designated Maintenance Agency and the same shall be in accordance with the rules/regulations/policies laid down by the Sub-Lessor/Developer and/or the Designated Maintenance Agency.

- kk) Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, STP, OWC, AC plant, firefighting pumps and equipment 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 Sub-Lessor/Developer/Designated Maintenance Agency and the RWA/AOA, for rendering maintenance services.
- ll) The Sub-Lessee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Sub-Lessor/Developer and thereafter the RWA/AOA and/or maintenance agency appointed by RWA/AOA. The Sub-Lessee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- mm) That the registration expenses such as cost of the stamp papers, registration fees and the execution charges have been paid by the Sub-Lessee and the Sub-Lessee will be responsible and liable for paying under stamp, deficiency in stamps and valuation of the said Apartment/Unit for the stamp duty. Any deficiency in the stamp duty as may be determined by the Sub-Registrar/concerned authority along with consequent penalties and deficiencies and interest as may be levied/imposed in respect of the said Apartment/Unit conveyed by this Sub-Lease Deed shall be paid by the Sub-Lessee exclusively and the Sub-Lessor/Developer shall not be liable and responsible to pay the same.
- nn) The Sub-Lessee shall, after taking possession, be solely responsible to maintain the Apartment/Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project building, or the Apartment/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 authority or change or alter or make additions to the Apartment/Unit and keep the Apartment/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 Project building is not in any way damaged or jeopardized.
- oo) The Sub-Lessee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Project building(s) or anywhere on the exterior of the Project, buildings therein or Common Areas. The Sub-Lessee shall also not change the colour 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 Apartment/Unit or place any heavy material in the common passages or staircase of the Project building(s). The Sub-Lessee shall also not remove any wall, including the outer and load bearing wall of the Apartment/Unit.

- pp) The Sub-Lessee shall be bound by any condition/s hereafter imposed by YEIDA in relation to the Project and/or the Apartment/Unit and shall comply the same as if such condition/s is/ are incorporated in this Sub-Lease Deed.

#### **4. INDEMNITY BY THE SUB-LESSEE:**

- 4.1 That the Sub-Lessee undertakes to comply with all the covenants, representations, warranties and undertakings contained herein, and keep the Sub-Lessor, its employees, representatives, agents etc. harmless and indemnified against all claims, actions, suits, proceedings as may be brought by the Sub-Lessee/ his or her co- inhabitants/ his or her guests or any person, and all losses, damages, penalties, judgments, attorney fee, amounts paid in settlement and expenses etc., as may be suffered by the Sub-Lessor on account of any omission by the Sub-Lessee in this regard.
- 4.2 That the Sub-Lessee hereby further assures and undertakes to observe and perform all the terms and conditions contained herein including the terms and conditions of the Lease Deeds, and to keep the Sub-Lessor, its employees, representatives, agents etc. indemnified against all claims, actions, suits, proceedings, costs, losses, damages, penalties, judgments, attorney fee amounts paid in settlement and expenses relating to or arising out of:
- (i) any inaccuracy in or breach of the representations, warranties, covenants or agreements made by the Sub-Lessee herein:
  - (ii) any other conduct by the Sub-Lessee or any of its representatives as a result of which, in whole or in part, the Sub-Lessor/Developer or any of their representatives are made a party to, or otherwise incurs any loss or damage pursuant to any action, suit, claim or proceedings arising out of or relating to such conduct:
  - (iii) any action undertaken by the Sub-Lessee, or any failure by the Sub-Lessee to act when such action or failure to act is a breach of the terms and conditions herein;
  - (iv) any action or proceedings taken against the Sub-Lessor/Developer in connection with any such contravention or alleged contravention by the Sub-Lessee.
- 4.3 That in case of any breach/ default of the terms and conditions of this Sub-Lease Deed by the Sub-Lessee, the Sub-Lessor/Developer may, at its sole discretion, issue a written notice calling upon the Sub-Lessee to rectify the breach/ default within such period as may be prescribed under the said notice. The Sub-Lessee, immediately upon notice of such breach/ default, shall be under obligation to rectify/ remove the breach/ default within the said cure Period and inform the Sub-Lessor/Developer of such rectification or removal of breach/ default by a written notice failing which the Sub-Lessee shall be liable for all consequences that may follow because of such breach/ default of the Sub-Lessee.
- 4.4 That in case the breach/ default of the terms and conditions of this Sub-Lease Deed is not cured or rectified by the Sub-Lessee within the stipulated period, the Sub-Lessor/Developer shall have the right to re-enter the Apartment/Unit after determining the Sub-Lease Deed. On re- entry of the Apartment/Unit, if it is occupied by any un-authorized structure built by the Sub-Lessee, the Sub-Lessor/Developer will remove the same at the expense and cost of the Sub-Lessee and may re- allot the Apartment/Unit to any person.

#### **5. ENTIRE AGREEMENT**

This Sub-Lease Deed, along with its schedules/annexures, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/Unit, as the case may be.

**6. RIGHT TO AMEND**

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

**7. PROVISIONS OF THIS AGREEMENT APPLICABLE ON SUB-LESSEE AND SUBSEQUENT SUB-LESSEE(S)**

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 the Apartment/Unit and the Project shall equally be applicable to and enforceable against and by any subsequent allottee/Sub-Lessee(s)/occupant of the Apartment/Unit, in case of a transfer, as the said obligations go along with the Apartment/Unit for all intents and purposes.

**8. 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.

**9. NOTICES**

9.1 That all notices to be served on the Sub-Lessee and the Sub-Lessor/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Sub-Lessee or the Sub-Lessor/Developer by Registered Post at their Respective email specified below:

**In case of Sub-Lessee**

(Name of the Sub-Lessee): \_\_\_\_\_

Resident of:- \_\_\_\_\_

WhatsApp Number :- \_\_\_\_\_

**In case of Sub-Lessor/Developer**

Gaursons India Private Limited.

Gaurs Biz Park Plot No.-1, Abhay Khand-II, Indirapuram, Ghaziabad, Uttar Pradesh-201014

Email ID :- \_\_\_\_\_

It shall be the duty of the Sub-Lessee to intimate the Sub-Lessor/Developer by filing the requisite form and receiving proper acceptance receipt from the officer in-charge of any change in mailing communication address/email address or WhatsApp numbers subsequent to the execution of this Sub-Lease Deed, failing which all communications and letters posted at the above mentioned

address/email or sent on WhatsApp numbers shall be deemed to have been duly served by the Sub-Lessor/Developer and duly received by the Sub-Lessee.

- 9.2 That in the event there are joint Sub-Lessees, all communications and notices shall be sent by the Sub-Lessor to the first Sub-Lessee at the address specified hereinabove or at the Demised Premises, which shall for all purposes be considered as served on all the Sub-Lessees and no separate communication shall be necessary to the other named Sub-Lessee(s).

**10. SAVINGS:**

Save and except the Standard Terms and Conditions as contained in the Application Form and Agreement for Sub-Lease and the provisions of the Application Form and the Agreement for Sub-Lease expressly provided herein, this Sub-Lease Deed supersedes and overrides all understanding and agreements, whether oral or written, between the Parties. Provided that in the event of inconsistency between the Standard Terms and Conditions and this Sub-Lease Deed, the provisions of this Sub-Lease Deed shall prevail.

**11. GOVERNING LAW**

This Sub-Lease Deed shall be construed and interpreted in accordance with and governed by the laws of Union of India. The local Courts of Greater Noida, Gautam Buddha Nagar (U.P) and Hon'ble High Court of Judicature at Allahabad shall have exclusive jurisdiction over all matters arising out of or relating to this Sub-Lease Deed.

**12. DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation 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.

### SCHEDULE OF APARTMENT/UNIT

ALL THAT Apartment/Unit No.\_\_\_\_\_ having carpet area \_\_\_\_\_ square meters (\_\_\_\_\_ square feet) or thereabouts at \_\_\_\_ Floor in Tower No.\_\_\_\_of in the Project '**GAUR ALARIS (Phase 1)**' developed upon land area admeasuring \_\_\_\_\_ sq. mtrs forming part of the entire plot of land being Plot No. Gh-13, situated at Sector-22D, Yamuna Expressway Industrial Development Authority, Gautam Buddha Nagar, Uttar Pradesh-203209, as demarcated on the Apartment/Unit Location Plan and bound as under:

|                         |                                                |
|-------------------------|------------------------------------------------|
| At or towards the EAST  | :}                                             |
| At or towards the WEST  | :} As per Apartment/Unit Location Plan Annexed |
| At or towards the NORTH | :}                                             |
| At or towards the SOUTH | :}                                             |

**LOAN Details :-**

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Sub-Lease Deed at Gautam Buddha Nagar in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

For Yamuna Expressway Industrial Development Authority (Lessor/YEIDA)

\_\_\_\_\_  
(Authorized Signatory)

For Gaursons India Private Limited (Sub/Lessor /Developer):

\_\_\_\_\_  
(Authorized Signatory)

Sub-Lessee: (including joint Sub-Lessee(s))

(1) \_\_\_\_\_ (2) \_\_\_\_\_

**WITNESSES:**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**ANNEXURE 1**  
**PROJECT LAYOUT PLAN**

**ANNEXURE B**  
**APARTMENT/UNIT PLAN**