

## **Conveyance Deed - Residential**

**DRAFT SUB-LEASE DEED SUBJECT TO FINAL APPROVAL OF GNIDA AT  
THE TIME OF RECEIPT OF OCCUPANCY CERTIFICATE**

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

### **TRIPARTITE SUB-LEASE DEED**

|                    |   |                             |
|--------------------|---|-----------------------------|
| Sale Consideration | : | Rs...../-                   |
| Market Value       | : | Rs...../-                   |
| Stamp Duty @ 5%    | : | Rs...../-                   |
| Car Parking        | : | .....                       |
| Apartment No.      | : | .....                       |
| Floor              | : | .....                       |
| Tower (Block )     | : | .....                       |
| Super Area         | : | ..... Sq.Ft. (..... Sq.Mtr) |

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

**THIS TRIPARTITE SUB-LEASE DEED** is made at Dadri, District-Gautam Budh Nagar (U.P.), on this ..... day of .....

**BY AND BETWEEN**

**Greater Noida Industrial Development Authority**, a body corporate constituted under Section-3 of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) through its Manager/Authorized Signatory (hereinafter referred to as the "**LESSOR**"), which expression shall unless the context does not so admit include its successor and assigns, of the **FIRST PART**.

**AND**

**M/s SAM INDIA ABHIMANYU HOUSING**, having its Registered Office at ..... through its Authorized Signatory **Mr.....S/o. Sh .....**authorized vide Authority Letter dated ..... (hereinafter referred to as the "**LESSEE**"), which expression shall, unless contrary or repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns of the **SECOND PART**, to present the **Tripartite Sub-Lease Deed(s)** for registration before the concerned Sub-Registrar, Greater Noida, District Gautam Budh Nagar (U.P.), in respect of the Apartments/Dwelling Units/Convenient Shops constructed in Project ".....", built at **Plot No .....,Greater Noida, District-Gautam Budh Nagar, (U.P.)**.

**AND**

1. **Ms./Mr./Mrs.....(PAN-.....)**  
**S/o/ W/o/ D/o ....., and**
2. **Ms./Mr./Mrs.....(PAN-.....)**  
**S/o/ W/o/ D/o. ....**

Both **R/o: .....**, (hereinafter referred to as the "**Sub-Lessee**"), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their legal heirs, executors, administrators, legal representatives and assigns of the **THIRD PART**;  
**WHEREAS:**

- A. **Greater Noida Industrial Development Authority**, (hereinafter referred to as the "**AUTHORITY/GNIDA/LESSOR**") invited bids under its Scheme Code PROP/BRS-03/2010 for Allotment of large Group Housing Residential Plots for development of Group Housing /Plots/Flats situated in different sectors of Greater Noida, District Gautam Budh Nagar, Uttar Pradesh.

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

- B. The Lessee including other parties in a consortium, were successful bidder and was allotted a Group Housing Residential Plot, bearing No.GH-02, Sector 16C, Greater Noida, admeasuring 101264.00sq. Meters (hereinafter referred to as the “**Land**”) vide Allotment Letter No. .... dated ..... for the development and marketing of Group Housing Project/ Flats on the terms and conditions set out in the said allotment letter.
- C. The Lessor, thereafter, executed a Lease Deed in favour of the .....which is duly registered with the office of Sub Registrar, Sadar, Greater Noida, District- Gautam Budh Nagar, U.P as Document No. ....hereinafter referred to as the “**Lease Deed**”) to demise the above said plot for a Period of Ninety (90) years reckoned from execution of Lease Deed dated .....on and subject to covenants, terms and conditions inter-alia, to construct and thereafter transfer the developed Flats/Dwelling Units/Commercial Space and Facilities in favour of its Allottees/Sub Lessee by executing the Sub lease deed for the unexpired period of Lease Deed executed in favour of the lessee by the Lessor.
- D. The Lessee had obtained approval of layout for development of Group Housing Project known as “.....” having division of said land into various parts for development of Group Hosing, Commercial shops/dwellings and facilities etc and carried out internal development work comprising of construction of internal roads, drains, street lighting electrification, water supply, sewerage and road side plantation, culverts, transmission lines, horticulture, development of parks, parking spaces as per norms fixed by the Lessor and obtained sanction of the building plans for development and construction of the Group Housing Building on the Said Land and as such, have constructed multi-storied complex and each consisting of several Apartments/Dwelling Units, Convenient Shops, Club, Gymnasium, Commercial Spaces, Swimming Pool, etc.
- E. The Sub-Lessee, named above, applied to the Lessee for allotment of a Residential Apartment/Dwelling Unit and the Sub-Lessee allotted a Residential **Apartment/Dwelling Unit** bearing No ..... on ..... Floor, Total Super Area approximate ..... Sq.Ft. (..... Sq.Mtrs) in Tower ‘.....’ in the said project “....., built on **Plot No ....., Sector-16C, Greater Noida, District-Gautam Budh Nagar,(U.P.)**, together with proportionate rights to use the common covered area, including all easement rights attached thereto (hereinafter referred to as Said Apartment/Dwelling Unit) along with undivided and impartible lease hold rights in the portion of the said Land underneath the building, consisting of several Blocks/Towers comprising the Complex, in proportion of the ratio of the super area of the said Apartment/Dwelling Unit to the total super area in the Complex, more fully described in the Schedule given hereunder, on the terms and conditions as contained in **Allotment Letter** dated .....executed between the Lessee and the Allottee/Sub Lessee.

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

- F. The Sub-Lessee has carried out the inspection of Lease Deed executed between Lessor and Lessee along with building plans of said Project/Complex/ Dwelling Unit and has satisfied himself as to the soundness of construction thereof and conditions and descriptions of all fixtures and fitting installed and/or provided therein and also the common amenities and passages, appurtenant to the said Apartment/Dwelling Unit and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said Complex.
- G. The use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa.
- H. Reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted.

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

1. That in consideration of the amount of **Rs ...../- (Rupees ..... Only)** paid by the Allottee/Sub-Lessee to the Lessee, the receipt whereof the Lessee hereby admits and acknowledges, and the Allottee/ Sub-Lessee agreeing to observe and perform all the terms and conditions herein contained and as contained in the Lease Deed executed between Lessor and Lessee and the terms and conditions of Allotment Letter, executed between the Allottee/Sub-Lessee and the Lessee, thus the Lessee doth hereby agrees to demise and the Allottee/ Sub-Lessee agrees to take on Sub-Lease the Said Apartment/Dwelling Unit with all rights and easements whatsoever necessary for the enjoyment of the Said Apartment/Dwelling Unit along with right to use the common staircases, corridors, common roads, facilities, lifts, entrance and exits of the building, water supply arrangement, installations, such as power system, lighting system, sewerage system, etc, subject to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.
2. That the Lessor and Lessee both hereby grant Sub-Lease of the said Apartment/Dwelling Unit unto the said Sub-Lessee, for unexpired period of 90 years, reckoned from .....
3. That the vacant and peaceful possession of the Said Apartment/ Dwelling Unit has been delivered to the Sub-Lessee simultaneously with the signing and execution of this Tripartite Sub-Lease Deed, and the Sub-Lessee has satisfied himself as to the cost and the area of the Said Apartment/Dwelling Unit, quality and extent of construction and the specifications in relation thereto and the Sub-Lessee has agreed not to raise any dispute at any time in future on this account.
4. That the said project is situated on Plot, bearing No. GH-02, Sector 16C, Greater Noida and the maintenance charges of the project are applicable and payable by the Sub-Lessee. The Sub-Lessee has executed separate Agreements i.e. Maintenance Agreement, Electricity Supply Agreement, and Vehicle Agreement for

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

the said project “.....” and shall bound by all the covenants and conditions contained therein.

5. That the up-keeping and maintenance of the project “.....” shall be carried out by the Lessee/its nominated Maintenance Agency till it will be handed over to the A.A.O.(Association of Apartment Owners) as mentioned in U.P. Apartment Act-2010. The Sub-Lessee shall enter into a Maintenance Agreement with the Maintenance Agency and further undertakes to pay Interest Free Maintenance Security and recurring maintenance charges as determined by the Maintenance Agency. Any recurring or lumpsum charges for provision of any common facilities are to be provided in future by the Lessee or its maintenance agency, will be payable by Sub Lessee to the Lessee or the Maintenance Agency in proportion to his share as determined by the Lessee or Maintenance Agency. Default in making payment of power back up charges or/and maintenance charges shall entitle the maintenance agency to effect disconnection/discontinuation of services and disallow the use of common services to the said Flat/Dwelling Unit.
6. That the electricity supply to the Apartment/Dwelling Unit of the Project “.....”, has been provided by single point electricity connection through separate meters. The maintenance charges of the Project “.....”, the Electricity consumption charges and Power Back-up charges (if availed) will be charged through that electricity meter on prepaid basis, the electricity supply of the Apartment/Dwelling Unit shall not be restored until the dues of any charges remains unpaid, interest @ 18% per annum plus taxes shall be charged for the period of delay. Further the Lessee /Maintenance Agency shall be entitled to recover the defaulted amount from the Interest Free Maintenance Security of the Sub Lessee. The Lessee/ Maintenance Agency shall reserve the right to enhance the maintenance/ power back up /electricity charges, if those fall insufficient for the proper maintenance of the complex.
7. That the Lessee shall have to provide power back-up system to each flat/dwelling unit and to the common services/facilities of the complex. The Sub- Lessee shall be liable to pay regularly and timely the charges towards electricity consumed by the Sub-Lessee through the power supply and the proportionate running cost of power back up system over and above the general maintenance charges, electricity consumed through the power back-up system, at such rates, taxes, levies, service charges etc., as determined by the Lessee and the Maintenance Agency failing which supply of Electricity can be discontinued by the maintenance agency.
8. That the Sub-Lessee shall have no right to object to the Lessee constructing and/or continuing to construct other buildings/flats/dwelling units adjoining the Said Flat/dwelling unit. If at any stage further construction in the complex becomes permissible, the Lessee shall have the sole right to undertake and dispose of such construction without any claim or objection from the Sub-Lessee.

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

9. The Sub-Lessee acknowledges and confirms that the Lessee has readily provided requisite information and documents to the Sub-Lessee for clarifying that the Project is a part of Total Project, which consist of several phases, and that community and other facilities and amenities are being developed by the Promoter in the residential area of this phase or will be developed by the Promoter as part of residential area of subsequent phases, and that such facilities and amenities (i.e. facilities and amenities in residential area of this phase and residential area of other subsequent phases of the Total Project) will be available for use to the Allottees (along with other Allottees/occupants of other parts of the Total Project). The facilities and amenities, which are proposed in subsequent phases, will be available for use to the Allottees (along with other Allottees/occupants of the Total Project) only after completion of the respective phases in the Total Project.
10. That the Sub-Lessee acknowledges and confirms that he/she shall not have any right or entitlement over the commercial area of the project i.e shops/commercial units/offices/nursery school and nursing home. The common facilities and amenities lying in the commercial area of the project shall be for the exclusive use of the Allottees of commercial shops/units/offices/nursery school/nursing home only.
11. That for computation purpose, the super area means and includes the covered area, areas of the balconies, cupboards, if any, lofts plus proportionate common areas such as projections, corridors, passages, area under lifts and lift rooms, staircases, underground/overhead water tanks, munties, entrance lobbies, electric sub -station, pump house, shafts, guard rooms and other common facilities of the Said Flat/Dwelling Unit. The Sub-Lessee shall get exclusive possession of the built-up area, i.e., covered area, areas of balconies, area of lofts and area of cub-boards, if any, of the Said Flat/Dwelling Unit. The title of the said Flat/Dwelling Unit is being transferred to the Sub-Lessee through this Sub-Lease Deed. The Sub-Lessee shall have no right, interest or title in the remaining part of the Complex, such as, club, open parking spaces, roads, parks, overhead water tanks, underground water tanks, electric sub-station, open areas, entrance lobbies, munties, pump house, shafts, guard rooms etc., except the right of ingress and outgress in common areas, which shall remain the property of the Lessee. The right of usage of the common facilities is subject to the covenants herein contained and up-to-date payment of all dues.
12. That the Sub-Lessee shall not be entitled to claim partition of his undivided share/right in the land of the project “.....” and same shall always remain impartibly, undivided and unidentified. It is further clarified that the interest of the Sub-Sub-Lessee shall be confined in the said Land only.
13. That the Sub-Lessee undertakes to put to use the said Apartment/ Dwelling Unit exclusively for the residential use only and for no other use/mixed use whatsoever. Use of the said Apartment/Dwelling Unit other than residential will render Sub-Lease liable for cancellation and the Sub-Lessee will not be entitled to any compensation whatsoever.

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

14. That except for the transfer of said Apartment/Unit, all common easementary rights attached therewith, the entire common areas and facilities as provided in the said complex/project and its adjoining areas including the unclothed terrace/roof, unreserved open and covered parking spaces, club and facilities therein, storage areas etc., and the un-allotted areas and Apartments/ Dwelling Units, shopping areas, if any, shall remain the property of the Lessee and shall deemed to be in possession of the Lessee, who has all the right to dispose of these properties in any manner.
15. That the said Apartment/Dwelling Unit is free from all sorts of encumbrances, liens and charges, etc., except those created at the request of the Sub-Lessee himself to facilitate his loan/ financial assistance for purchase of the said Apartment/Dwelling Unit.
16. That the Lessor reserves the right and title to all mines and minerals, coals, washing gold, earth oil, quarries, in or under the Said Land and full right and power at any time to do acts and things which may be necessary or expedient for the purpose of searching, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the Said Land or for any building or structure for the time being standing there on provided always that the Lessor shall make reasonable compensation to Sub-Lessee for all damages directly occasioned by the exercise of such rights. The decision of the Lessor on the amount of reasonable compensation will be final and binding on the Sub-Lessee.
17. That the Lessor has received one time lease rent in respect of the said land from the Lessee and hereby confirms that no lease rent is payable in future by the Sub-Lessee in respect of the said Apartment/Dwelling Unit during the period of Sub-Lease.
18. That the Sub-Lessee shall be liable to pay on demand Municipal tax, Property tax, Water tax, Sewerage tax, other annual rent, taxes, compensation to the Farmers, Metro cess, any other cess, Charges, GST, Swachh Bharat Cess and Krishi Kalyan Cess etc., levies and impositions, levied by the Lessor and/or any other local or statutory authority from time to time in proportion to the area of the said Apartment/Dwelling Unit from the date of allotment of the said Apartment/Dwelling Unit.
19. That the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in the Lease Deed, Supplementary Lease Deed, Sub-Lease Deed and the terms & conditions of Allotment Letter and punctually observe the same in respect of the said Apartment/Dwelling Unit purchased by him. The Lease Deed and Sub-Lease Deed shall deemed to be a part of this Tripartite Sub-Lease Deed, the Sub-Lessee confirms that he has received the copies of said Deeds.

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

20. That the Sub-Lessee shall not sell, transfer or assign, mortgage the whole or any part of the said Apartment/Dwelling Unit to anyone except with the previous consent in writing of the Lessor & Lessee and on such terms and conditions including the transfer charges/fees as may be decided by the Lessor & Lessee from time to time and shall have to follow the rules and regulations prescribed by the Lessor in respect of Lease-hold properties.
21. That whenever the title of the Sub-Lessee in the said Apartment/ Dwelling Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Deed, Lease Deed, Sub-Lease Deed and the terms and conditions of Agreement To Sell, Allotment Letter and the Maintenance Agreement referred to elsewhere in this Tripartite Sub-Lease Deed and he will be answerable in all respects to the Lessor therefore in so far as the same may be applicable and relate to the said Apartment/Dwelling Unit.
- 22 a) That whenever the title of the said Flat/Dwelling Unit is transferred in any manner whatsoever, the transferor and transferee shall within Three (3) months of transfer give notice of such transfer in writing to the Lessor and to the Lessee and to the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance dues and other charges payable to the lessee/ Maintenance Agency and obtain the No Dues of certificate from the Lessee or its nominee or the Association of Apartment Owners, as the case may be and No Dues for the Society Maintenance from the Lessee or its nominee(s) before effecting the transfer of the said Flat/Dwelling Unit, failing which the transferee occupying the said Flat/Dwelling Unit shall have to pay the outstanding dues to the Lessee/ Maintenance Agency.
- b) In the event of death of the Sub-Lessee, the person on whom the rights of the deceased devolve by law of succession shall, within Three (3) months of devolution give notice of such devolution to the Lessor and the Lessee/Maintenance Agency/ Association of Apartment Owners (as the case may be). The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Lessor or any other Government Agency
- c) The transferee or the person, on whom the title devolves as the case may be, shall furnish to the Lessor/Lessee and to the nominated Maintenance Agency certified copies of documents evidencing the transfer or devolution.
23. That notwithstanding the reservations and limitations, the Sub-Lessee shall be entitled to sublet the said Apartment/ Dwelling Unit for purposes of private dwelling only in accordance with law and also according to the covenants and conditions which are contained in the Lease Deed and Tripartite Sub-Lease Deed.
24. That the Sub-Lessee may mortgage the said Apartment/ Dwelling Unit in favour of the State or Central or financial institutions/ commercial banks, etc., for raising loan with the prior permission of the Lessor and Lessee in writing, provided that in

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

the event of sale or foreclosure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover such percentages as may be decided by the Lessor of the unearned increase in the value of the said Apartment/ Dwelling Unit, as the Lessor holds the first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value shall be final and binding on all the parties concerned. Provided further the Lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Lessor of the unearned increase as aforesaid. The Lessor's right to the recovery of the unearned increase and pre-emptive right to purchase the property, as mentioned hereinbefore, shall apply equally to involuntary sale or transfer, be it by or through execution of decree or insolvency or any court of law.

25. That the Lessor and/or the Lessee and /or the Maintenance Agency/ A.A.O. and their employees shall have the right to enter into and upon the said Apartment/Dwelling Unit, lawn and terrace area in order to inspect, carry out repair work from time to time and at all reasonable times of the day after giving three days prior notice to the Sub-Lessee, except in case of emergency during the term of the Sub-Lease.
26. That the Sub-Lessee shall from time to time and at all times pay directly to the local Government/Central Govt/Local Authority or Lessor existing or to exist in future all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the validity of this deed be assessed, charged or imposed upon the said Apartment/ Dwelling Unit hereby transferred.
27. That so long as each said Apartment/Dwelling Unit shall not be separately assessed for the taxes, duties etc., the Sub-Lessee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the said Apartment/Dwelling Unit to the Maintenance Agency/ A.A.O. or to the Lessee, who on collection of the same from all the Sub-Lessee of the Project/Complex shall deposit the same with the concerned Authority/Lessor.
28. That the Sub-Lessee shall not raise any construction whether temporary or permanent or make any alteration or addition or sub-divide or amalgamate the said Apartment/ Dwelling Unit.
  - (a) The Sub-Lessee will not carry on, or permit to be carried on, in the said Apartment/Dwelling Unit any trade or business whatsoever or use the same or permit the same to be used for any purpose other than residential or to do or suffer to be done there in any act or thing whatsoever which in opinion of the Lessor and/or Lessee may be a nuisance, annoyance or disturbance to the other/neighboring owners of the said housing complex and persons living in the neighborhood.
  - (b) The Sub-Lessee will obey and submit to all directions, issues and regulations made by the Lessor now existing or hereinafter to exist so far as the same are incidental to the possession of immovable property or so

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

far as they affect the health, safety or convenience of the other inhabitants of the Housing Complex.

29. That the Sub-Lessee shall not in any manner whatsoever encroach upon any of the common areas, limited use areas, independent areas and shall also have no right to use the facilities and services not specifically permitted to use. All unauthorized encroachments or temporary/permanent constructions carried out in the said Apartment/Dwelling Unit or on the open/covered Car Parking space by the Sub-Lessee shall be liable to be removed at his own cost by the Lessor or by the Sub-Lessee and /or by the Maintenance Agency/ A.A.O. The charges levied by the Lessor in this regard shall be finalized and binding on the Sub-Lessee.
30. That the Sub-Lessee shall on the determination of the Sub-Lease of his share in the land, peaceably yield up the proportionate interest in the Land of project ".....", as aforementioned, unto the Lessor with/without removing the superstructure within the stipulated period from the land.
31. That the Complex along with lifts, pump houses, generators, etc., may be got insured against fire, earthquake and civil commotion by the Lessee or the Maintenance Agency/ A.A.O. at the cost and expenses of the Sub-Lessee and all the Sub-Lesseees pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency/ A.A.O. for the purpose of insurance. The Sub-Lessee shall not or permit to be done any act which may render void or voidable any insurance in any part of the said Building/ Complex or cause increased premium.
32. That the Sub-Lessee shall maintain the said Apartment/ Dwelling Unit including walls and partitions, sewers, drains, pipes, attached lawns and terrace areas (if any) thereto in good tenantable repairs, state, order and conditions in which it is delivered to him and in particular so as to support, shelter and protect the other parts of the Building/Complex. Further, he will allow the Complex maintenance teams access to and through the said Apartment/ Dwelling Unit for the purpose of maintenance of water tanks, plumbing, electricity and other items of common interest, etc. Further, the Sub-Lessee will neither himself permit anything to be done which damages any part of the adjacent Apartments/Dwelling Units etc. nor violates the rules or bye-laws of the Local Authorities or the Association of the Sub-Lessee.
33. That it shall be incumbent on each Sub-Lessee to form and join an Association comprising of the Sub-Lessee for the purpose of management and maintenance of the Complex as per provided in the U.P. Apartment Act 2010. Only common services shall be transferred to the Association. Facilities like dormitories, stores, shops, parking, etc., shall not be handed over to the Association and will be owned by the Lessee and may be sold to any agency or individual as the case may be on any terms as the Lessee would deems fit. The central green lawns and other common areas shall not be used for conducting personal functions, such as, marriages, birthday parties, etc.

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

34. That the Sub-Lessee may get insurance of the contents lying in the said Apartment/Dwelling Unit at his own cost and expense. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in the Building/ Complex or any part thereof. The Sub-Lessee shall always keep the Lessor/ Lessee or its Maintenance Agency or Apartment/ Dwelling Unit Owner Association, harmless and indemnified for any loss and/or damages in respect thereof.
35. That the Sub-Lessee shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the said Apartment/Dwelling Unit in any form. The Sub-Lessee shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any change in the exterior side of the doors and windows and shall not carry out any change in the exterior elevation and design. The Sub-Lessee or the Association of the Sub Lessees shall also not change the name of the project which is ..... No construction or alteration of any kind will be allowed on exclusive attached courtyard on ground floor Apartments/ Dwelling Units and attached terraces on upper Apartments/Dwelling Units and in the open car parking spaces, which shall always remain open to sky.
36. That the Sub-Lessee shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the exterior façade of the building or anywhere on the exterior or on common areas or on roads of the Complex.
37. That Lessee/Sub-Lessee will not erect or permit to be erected any part of the demised premises any stables, sheds or other structures of description whatsoever for keeping horse, cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.
38. That the Lessee/Sub-Lessee shall not exercise its option of determining the lease for hold the Lessor's responsibility to make good the damages if by fire, tempest, flood or violence of army or of a mob or other irresistible force any materials part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
39. That the Lessee/Sub-Lessee/Tenant shall not display or exhibit any picture poster, statue or their articles which are repugnant to the morals or are indecent or immoral. The Lessee/Sub-Lessee/tenant shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building except which shall be constructed over the demised wall of the building except.
40. That the Sub-Lessee shall not remove any walls of the said Apartment/ Dwelling Unit including load bearing walls and all the walls /structures of the same shall remain common between the Sub-Lessee and owners of the adjacent Apartments/ Dwelling Units.
41. The Sub-Lessee will not undertake any alterations in his Apartment/ Dwelling Unit without prior written approval of the Lessee. The Sub-Lessee shall not be allowed to effect any of the following changes/alterations:

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

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

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

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

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

Apartment/Dwelling Unit Owners. The Sub-Lessee will be responsible for all acts of omission and commission of his tenant. The Complex management can object to renting out the premises to persons of objectionable profile.

(xii) Sub-Lessee is not allowed to put the grills in the Apartment/ Dwelling Unit as per individual wish, only the designs approved by the Lessee will be permitted for installation.

43. That the provisions of Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 and Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Rules, 2011 and all other rules, regulations and statutory laws, wherever applicable, will be observed and complied with by all the Parties.
44. That the Sub-Lessee and all other persons claiming under him shall ensure that the premises are kept in good shape and repairs and that no damage is caused to the premises or the sanitary/water/ electricity works therein.
45. That the Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed have been borne and paid by the Sub-Lessee.
46. That the Sub-Lessee will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act and if any stamp duty and deficiency of stamp, imposed by the Govt./Competent Authority on the allotment letter, agreements for maintenance, electricity and power backup etc. shall be paid and borne by the Sub-Lessee.
47. That the Lessor shall be entitled to recover all dues payable to it under the deed by the Lessee as arrears of land revenue without prejudice to its other rights under any other law for the time being in force.
48. The provisions of U.P. Industrial Area Development Act, 1976 and any rules / regulations framed under the Act or any direction issued shall be binding on the Lessee/Sub-Lessee.
49. That all powers exercisable by the Lessor under the Deed may be exercised by the Chief Executive officer of the Lessor. The Lessor may also authorize any of its officers to exercise all or any of the powers exercisable by it under this Deed. Provided that the expression Chief Executive Officer for the time being or any other officer who is entrusted by the Lessor with the functions similar to those of the Chief Executive Officer.
50. The Chief Executive Officer of the Lessor reserves the rights to make such addition alteration or modification in terms and conditions from time to time as he may consider just and reasonable and shall be binding and acting upon the Lessee/Sub-Lessee.
51. That in case of any breach of the terms and conditions of this Deed by the Sub-Lessee and/or breach of terms and conditions of the Lease Deed executed

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

between the Lessor and the Lessee and/or breach of terms and conditions of the Agreement To Sell (BBA), Allotment Letter, the Lessor and the Lessee will have the right to re-enter the said Apartment/Dwelling Unit after determining the lease hold rights in respect thereof. On re-entry of the demised said Apartment/Dwelling Unit, if it is occupied by any structure built un-authorisedly by the Sub-Lessee, the Lessor and/or the Lessee will remove the same at the cost and expenses of the Sub-Lessee. Before exercising the right of re-entry, due notice to the Sub-Lessee shall be given by the Lessor and/or the Lessee to rectify the breaches within the period stipulated by the Lessor and/or the Lessee.

52. That all notices, orders and other documents required under the terms of the Sub-Lease or under the Uttar Pradesh Industrial Development Act, 1976 (U.P. Act No.6 of 1976) or any rule or regulation made or directions issued thereunder shall be deemed to be duly served as provided under section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act (re-enactment with modifications) 1974 (U.P. Act No. 30 of 1974).
53. That the declaration as provided in the section 12 of U.P. Apartment Act, 2010 has been submitted by the Lessee in the office of competent Authority in respect of the Project ".....".

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

## SCHEDULE OF APARTMENT/DWELLING UNIT

Residential Apartment/Dwelling Unit bearing No ..... on ..... Floor in Tower-  
'.....' consisting of ..... having a total Super area  
approximate ..... Sq.Ft. (..... Sq.Mtr.) Along with right to use .....  
Parking Space in the project ".....", built on Plot No GH-02, Sector-  
16C, Greater Noida, District-Gautam Budh Nagar, (U.P.) alongwith undivided,  
impartibly, unidentified lease-hold rights in the portion of the said land underneath the  
building, consisting of several Blocks comprising the Complex, in proportion of the  
super area of the said Apartment/ Dwelling Unit, as per the enclosed plan and  
bounded as follows:-

|       |   |   |                       |
|-------|---|---|-----------------------|
| East  | } | : | As per the Floor Plan |
| West  |   | : |                       |
| South |   | : |                       |
| North |   | : |                       |

Financed by : .....

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

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

In presence of:

**Witnesses:**

Signed for & on behalf of the  
**LESSOR**

(1)

Signed for & on behalf of the  
**LESSEE**

(2)

1.....  
Ms/Mr/Mrs.....

2.....  
Ms/Mr/Mrs .....

**SUB-LESSEES**

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

## **Conveyance Deed - Commercial**

**DRAFT SUB-LEASE DEED SUBJECT TO FINAL APPROVAL OF GNIDA AT  
THE TIME OF RECEIPT OF OCCUPANCY CERTIFICATE**

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

## **TRIPARTITE SUB-LEASE DEED**

|                    |   |                             |  |
|--------------------|---|-----------------------------|--|
| Sale Consideration | : | Rs...../-                   |  |
| Market Value       | : | Rs...../-                   |  |
| Stamp Duty @ 5%    | : | Rs...../-                   |  |
| Shop/Unit No.      | : | .....                       |  |
| Floor              | : | .....                       |  |
| Tower (Block )     | : | .....                       |  |
| Super Area         | : | ..... Sq.Ft. (..... Sq.Mtr) |  |
| Carpet Area        | : | ..... Sq.Ft. (..... Sq.Mtr) |  |

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

**THIS TRIPARTITE SUB-LEASE DEED** is made at Dadri, District-Gautam Budh Nagar (U.P.), on this ..... day of .....

**BY AND BETWEEN**

**Greater Noida Industrial Development Authority**, a body corporate constituted under Section-3 of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) through its Manager/Authorized Signatory (hereinafter referred to as the "**LESSOR**"), which expression shall unless the context does not so admit include its successor and assigns, of the **FIRST PART**.

**AND**

**M/s SAM INDIA ABHIMANYU HOUSING**, having its Registered Office at ..... through its Authorized Signatory **Mr.....S/o. Sh .....** authorized vide Authority Letter dated ..... (hereinafter referred to as the "**LESSEE**"), which expression shall, unless contrary or repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns of the **SECOND PART**, to present the **Tripartite Sub-Lease Deed(s)** for registration before the concerned Sub-Registrar, Greater Noida, District Gautam Budh Nagar (U.P.), in respect of the Apartments/Dwelling Units/Convenient Shops constructed in Project ".....", built at **Plot No .....**, **Greater Noida, District-Gautam Budh Nagar, (U.P.)**.

**AND**

1. **Ms./Mr./Mrs.....(PAN-.....)**  
**S/o/ W/o/ D/o .....**, and
2. **Ms./Mr./Mrs.....(PAN-.....)**  
**S/o/ W/o/ D/o. ....**

Both **R/o:.....**, (hereinafter referred to as the "**Sub-Lessee**"), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their legal heirs, executors, administrators, legal representatives and assigns of the **THIRD PART**;

**WHEREAS:**

A. **Greater Noida Industrial Development Authority**, (hereinafter referred to as the "**AUTHORITY/GNIDA/LESSOR**") invited bids under its Scheme Code PROP/BRS-03/2010 for Allotment of large Group Housing Residential Plots for development of Group Housing /Plots/Flats situated in different sectors of Greater Noida, District Gautam Budh Nagar, Uttar Pradesh.

B. The Lessee including other parties in a consortium, were successful bidder and was allotted a Group Housing Residential Plot, bearing No.GH-02, Sector 16C, Greater Noida, admeasuring 101264.00sq. Meters (hereinafter referred to as the "**Land**") vide Allotment Letter No. .... dated

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

..... for the development and marketing of Group Housing Project/ Flats on the terms and conditions set out in the said allotment letter.

- C. The Lessor, thereafter, executed a Lease Deed in favour of the .....which is duly registered with the office of Sub Registrar, Sadar, Greater Noida, District- Gautam Budh Nagar, U.P as Document No. ....hereinafter referred to as the “**Lease Deed**”) to demise the above said plot for a Period of Ninety (90) years reckoned from execution of Lease Deed dated .....on and subject to covenants, terms and conditions inter-alia, to construct and thereafter transfer the developed Flats/Dwelling Units/Commercial Space and Facilities in favour of its Allottees/Sub Lessee by executing the Sub lease deed for the unexpired period of Lease Deed executed in favour of the lessee by the Lessor.
- D. The Lessee had obtained approval of layout for development of Group Housing Project known as “.....” having division of said land into various parts for development of Group Housing, Commercial shops/dwellings and facilities etc and carried out internal development work comprising of construction of internal roads, drains, street lighting electrification, water supply, sewerage and road side plantation, culverts, transmission lines, horticulture, development of parks, parking spaces as per norms fixed by the Lessor and obtained sanction of the building plans for development and construction of the Group Housing Building on the Said Land and as such, have constructed multi-storied complex and each consisting of several Apartments/Dwelling Units, Convenient Shops, Club, Gymnasium, Commercial Spaces, Swimming Pool, etc.
- E. After obtaining the above said layout plan, the Lessee, developed a Commercial complex in front part of the project known as “.....”, which is a component of Residential Project namely ....., built at Plot No. GH-02 Sector-16C, Greater Noida, District-Gautam Budh Nagar (U.P.), (hereinafter called as the “**Said Commercial Complex**”).
- F. The Sub-Lessee, named above, applied to the Lessee for allotment of a Commercial Shop/Unit and the Lessee allotted a **Commercial Shop/Unit** bearing No ..... on ..... Floor, Total Super Area approximate ..... Sq.Ft. (..... Sq.Mtrs) and Carpet Area approximate ..... Sq.Ft. (..... Sq.Mtrs) in Block ‘.....’ in the said commercial complex “.....”,(hereinafter called as the “**Said Shop/ Unit**”) along with undivided and impartible proportionate share in the land underneath the **Said Commercial Complex** including all easementary rights attached thereto along with rights of use of common areas and facilities earmarked for common use for all the Shop/Unit Owners within the **Said Commercial Complex**, built at built on **Plot No-GH-02, Sector-16C, Greater Noida, District-Gautam Budh Nagar,(U.P.)** on the terms and conditions as contained in **Allotment Letter** dated .....executed between the Lessee and the Allottee/Sub Lessee.

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

- G. The Sub-Lessee has carried out the inspection of Lease Deed executed between Lessor and Lessee along with building plans of said Project/Complex/ Dwelling Unit and has satisfied himself as to the soundness of construction thereof and conditions and descriptions of all fixtures and fitting installed and/or provided therein and also the common amenities and passages, appurtenant to the said Commercial Shop/Unit and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said Complex.
- H. The use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa.
- I. Reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted.

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

1. That in consideration of the amount of **Rs .....**/(Rupees ..... **Only**) paid by the Allottee/Sub-Lessee to the Lessee, the receipt whereof the Lessee hereby admits and acknowledges, and the Allottee/Sub-Lessee agreeing to observe and perform all the terms and conditions herein contained and as contained in the Lease Deed executed between Lessor and Lessee and the terms and conditions of Allotment Letter, executed between the Allottee/Sub-Lessee and the Lessee, thus the Lessee doth hereby agrees to demise and the Allottee/Sub-Lessee agrees to take on Sub-Lease the Said Commercial Shop/Unit with all rights and easements whatsoever necessary for the enjoyment of the Said Commercial Shop/Unit along with right to use the common staircases, corridors, common roads, facilities, lifts, entrance and exits of the building, water supply arrangement, installations, such as power system, lighting system, sewerage system, etc, subject to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.
2. That the Lessor and Lessee both hereby grant Sub-Lease of the said Commercial Shop/Unit unto the said Sub-Lessee, for unexpired period of 90 years, reckoned from .....
3. That the vacant and peaceful possession of the Said Commercial Shop/Unit has been delivered to the Sub-Lessee simultaneously with the signing and execution of this Tripartite Sub-Lease Deed, and the Sub-Lessee has satisfied himself as to the cost and the area of the Said Commercial Shop/Unit, quality and extent of construction and the specifications in relation thereto and the Sub-Lessee has agreed not to raise any dispute at any time in future on this account.
4. That the said project is situated on Plot bearing No. GH-02, Sector 16C, Greater Noida and the maintenance charges of the project are applicable and payable by the Sub-Lessee. The Sub-Lessee has executed separate Agreements i.e. Maintenance Agreement and Electricity Supply Agreement etc for the said

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

commercial complex “.....” and shall bound by all the covenants and conditions contained therein.

5. That the up-keeping and maintenance of the commercial complex “.....” shall be carried out by the Lessee/its nominated Maintenance Agency till it will be handed over to the S.O.A. (Shop Owners Association). The Sub-Lessee shall enter into a Maintenance Agreement with the Maintenance Agency and further undertakes to pay Interest Free Maintenance Security and recurring maintenance charges as determined by the Maintenance Agency. Any recurring or lumpsum charges for provision of any common facilities are to be provided in future by the Lessee or its maintenance agency, will be payable by Sub Lessee to the Lessee or the Maintenance Agency in proportion to his share as determined by the Lessee or Maintenance Agency. Default in making payment of power back up charges or/and maintenance charges shall entitle the maintenance agency to effect disconnection/discontinuation of services and disallow the use of common services to the said Commercial Shop/Unit.
6. That the electricity supply to the Commercial Shop/Unit of the Complex/Project “.....”, has been provided by single point electricity connection through separate meters. The maintenance charges of the Project “.....”, the Electricity consumption charges and Power Back-up charges (if availed) will be charged through that electricity meter on prepaid basis, the electricity supply of the Commercial Shop/Unit shall not be restored until the dues of any charges remains unpaid, interest @ 18% per annum plus taxes shall be charged for the period of delay. Further the Lessee /Maintenance Agency shall be entitled to recover the defaulted amount from the Interest Free Maintenance Security of the Sub Lessee. The Lessee/ Maintenance Agency shall reserve the right to enhance the maintenance/ power back up /electricity charges, if those fall insufficient for the proper maintenance of the complex.
7. That the Sub-Lessee shall have no right to object to the Lessee constructing and/or continuing to construct other buildings/flats/Shops/Commercial Units adjoining the Said Commercial Shop/Unit. If at any stage further construction in the complex becomes permissible, the Lessee shall have the sole right to undertake and dispose of such construction without any claim or objection from the Sub-Lessee.
8. The Sub-Lessee acknowledges and confirms that the Lessee has readily provided requisite information and documents to the Sub-Lessee for clarifying that the Project is a part of Total Project, which consist of several phases, and that facilities and amenities are being developed by the Promoter in the commercial area of this phase or will be developed by the Promoter as part of commercial area of subsequent phases, and that such facilities and amenities (i.e. facilities and amenities in commercial area of this phase and commercial area of other subsequent phases of the Total Project) will be available for use to the Allottees (along with other Allottees/occupants of other parts of the Total Project). The facilities and amenities, which are proposed in subsequent phases, will be

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

available for use to the Allottees (along with other Allottees/occupants of the Total Project) only after completion of the respective phases in the Total Project.

9. The Sub-Lessee acknowledges and confirms that he/she shall not have any right or entitlement over the residential area of the project and area for nursery school and nursing home. The common facilities and amenities lying in the residential area of the project and in the area of nursery school/nursing home shall be for the exclusive use of the allottees of residential units/nursery school/nursing home only.
10. That for computation purpose, the super area means and includes the covered area, if any, lofts plus proportionate common areas such as projections, corridors, passages, area under lifts and lift rooms, staircases, entrance lobbies, shafts, and other common facilities of the Said Commercial Shop/Unit. The Sub-Lessee shall get exclusive possession of the built-up area i.e. entire area enclosed by its periphery walls including half of the area under common walls between two shops/units and full area of the other walls, columns and projection. The Sub-Lessee shall have no right, interest or title in the remaining part of the Complex, which is not including in the super area, except the right of ingress and outgress in common areas, which shall remain the property of the Lessee. The title of the said Commercial Shop/Unit is being transferred to the Sub-Lessee through this Tripartite Sub-Lease Deed.
11. That the Sub-Lessee shall not be entitled to claim partition of his undivided share/right in the land of the project “.....” and same shall always remain impartibly, undivided and unidentified. It is further clarified that the interest of the Sub-Lessee shall be confined in the said Land only.
12. The Sub-Lessee undertakes to put to use the said Commercial Shop/Unit exclusively for the commercial use only which are permissible under the Law and he shall not use the said Shop/Unit for any other purpose e.g. Rice mill, Atta Chakki, Factory, Welding work, Meat shop, Dhaba, Liquor/Wine shop, Automobile workshop or shop for any chemical or explosive or other hazardous material prone to fire/leakage, trading building materials or for noxious purpose, which may create nuisance in the complex and shall not stock/pile up goods outside his said Shop/Unit etc., any activity which is injurious or which is prohibited by the State or Central Government. Use of the said Shop/Unit other than commercial purpose will render this Tripartite Sub-Lease Deed liable for cancellation and the Sub-Lessee will not be entitled to any compensation whatsoever.
13. That except for the transfer of said Commercial Shop/Unit all common easementary rights/shares attached therewith, the entire common areas and facilities as provided in the said Complex/project and its adjoining areas included the unclothed terrace/roof, facilities therein, storage areas etc. and the un-allotted areas and Shops/Units (if any) shall remain the property of the Lessee and shall deemed to be in possession of the Lessee, who has all the rights to dispose of these properties in any manner.

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

14. That the said Commercial Shop/Unit is free from all sorts of encumbrances, liens and charges, etc., except those created at the request of the Sub-Lessee himself to facilitate his loan/financial assistance for purchase of the said Commercial Shop/Unit.
15. That the Lessor reserves the right and title to all mines and minerals, coals, washing gold, earth oil, quarries, in or under the Said Land and full right and power at any time to do acts and things which may be necessary or expedient for the purpose of searching, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the Said Land or for any building or structure for the time being standing there on provided always that the Lessor shall make reasonable compensation to Sub-Lessee for all damages directly occasioned by the exercise of such rights. The decision of the Lessor on the amount of reasonable compensation will be final and binding on the Sub-Lessee.
16. That the Lessor has received one time lease rent in respect of the said land from the Lessee and hereby confirms that no lease rent is payable in future by the Sub-Lessee in respect of the said Commercial Shop/Unit during the period of Sub-Lease.
17. That the Sub-Lessee shall be liable to pay on demand Municipal tax, Property tax, Water tax, Sewerage tax, other annual rent, taxes, compensation to the Farmers, Metro cess, any other cess, Charges, GST, Swachh Bharat Cess and Krishi Kalyan Cess etc., levies and impositions, levied by the Lessor and/or any other local or statutory authority from time to time in proportion to the area of the said Commercial Shop/Unit from the date of allotment of the said Commercial Shop/Unit.
18. That the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in the Lease Deed, Sub-Lease Deed and the terms & conditions of Allotment Letter/ Agreement To Sale/Sub Lease and punctually observe the same in respect of the said Commercial Shop/Unit purchased by him. The Lease Deed and Sub-Lease Deed shall deemed to be a part of this Tripartite Sub-Lease Deed, the Sub-Lessee confirms that he has received the copies of said Deeds.
19. That the Sub-Lessee shall not sell, transfer or assign, mortgage the whole or any part of the said Commercial Shop/Unit to anyone except with the previous consent in writing of the Lessor & Lessee and on such terms and conditions including the transfer charges/fees as may be decided by the Lessor & Lessee from time to time and shall have to follow the rules and regulations prescribed by the Lessor in respect of Lease-hold properties.
20. That whenever the title of the Sub-Lessee in the said Commercial Shop/Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Deed, Lease Deed, Sub-Lease Deed and the terms and conditions of Agreement To Sale/Sub Lease, Allotment Letter and the Maintenance Agreement referred to elsewhere in this Tripartite Sub-Lease

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

Deed and he will be answerable in all respects to the Lessor therefore in so far as the same may be applicable and relate to the said Commercial Shop/Unit.

21. a) That whenever the title of the said Commercial Shop/Unit is transferred in any manner whatsoever, the transferor and transferee shall within Three (3) months of transfer give notice of such transfer in writing to the Lessor and to the Lessee and to the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance dues and other charges payable to the lessee/Maintenance Agency and obtain the No Dues of certificate from the Lessee or its nominee or the S.O.A(Shop Owners Association), as the case may be and No Dues for the Society Maintenance from the Lessee or its nominee(s) before effecting the transfer of the said Commercial Shop/Unit, failing which the transferee occupying the said Commercial Shop/Unit shall have to pay the outstanding dues to the Lessee/ Maintenance Agency.
- b) In the event of death of the Sub-Lessee, the person on whom the rights of the deceased devolve by law of succession shall, within Three (3) months of devolution give notice of such devolution to the Lessor and the Lessee/Maintenance Agency/Shop Owners Association, (as the case may be). The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Lessor, Shop Owners Association or any other Government Agency
- c) The transferee or the person, on whom the title devolves as the case may be, shall furnish to the Lessor/Lessee and to the nominated Maintenance Agency certified copies of documents evidencing the transfer or devolution.
22. That notwithstanding the reservations and limitations, the Sub-Lessee shall be entitled to sublet the said Commercial Shop/Unit for purposes of private use only in accordance with law and also according to the covenants and conditions which are contained in the Lease Deed and Tripartite Sub-Lease Deed.
23. That the Sub-Lessee may mortgage the said Commercial Shop/Unit in favour of the State or Central or financial institutions/ commercial banks, etc., for raising loan with the prior permission of the Lessor and Lessee in writing, provided that in the event of sale or foreclosure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover such percentages as may be decided by the Lessor of the unearned increase in the value of the said Commercial Shop/Unit, as the Lessor holds the first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value shall be final and binding on all the parties concerned. Provided further the Lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Lessor of the unearned increase as aforesaid. The Lessor's right to the recovery of the unearned increase and pre-emptive right to purchase the property, as mentioned hereinbefore, shall apply equally to involuntary sale or transfer, be it by or through execution of decree or insolvency or any court of law.

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

24. That the Lessor and/or the Lessee and /or the Maintenance Agency/S.O.A. (Shop Owners Association) and their employees shall have the right to enter into and upon the said Commercial Shop/Unit, lawn, front space and terrace area in order to inspect, carry out repair work from time to time and at all reasonable times of the day after giving three days prior notice to the Sub-Lessee, except in case of emergency during the term of the Sub-Lease.
25. That the Sub-Lessee shall from time to time and at all times pay directly to the local Government/Central Govt/Local Authority or Lessor existing or to exist in future all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the validity of this deed be assessed, charged or imposed upon the said Commercial Shop/Unit hereby transferred.
26. That so long as each said Commercial Shop/Unit shall not be separately assessed for the taxes, duties etc., the Sub-Lessee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the said Commercial Shop/Unit to the Maintenance Agency/ S.O.A. (Shop Owners Association) or to the Lessee, who on collection of the same from all the Sub-Lessee of the Project/Complex shall deposit the same with the concerned Authority/Lessor.
27. That the Sub-Lessee shall not raise any construction whether temporary or permanent or make any alteration or addition or sub-divide or amalgamate the said Commercial Shop/Unit.
- (a) The Sub-Lessee will not carry on, or permit to be carried on, in the said Commercial Shop/Unit any trade or business whatsoever or use the same or permit the same to be used for any purpose other than commercial or to do or suffer to be done there in any act or thing whatsoever which in opinion of the Lessor/Lessee and/or other owners of commercial Shop/Unit may be a nuisance, annoyance or disturbance to the other/neighboring owners of the said complex and persons living in the neighborhood.
- (b) The Sub-Lessee will obey and submit to all directions, issues and regulations made by the Lessor now existing or hereinafter to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the said commercial complex and housing complex in the project.
28. That the Sub-Lessee shall not in any manner whatsoever encroach upon any of the common areas, limited use areas, independent areas and shall also have no right to use the facilities and services not specifically permitted to use. All unauthorized encroachments or temporary/permanent constructions carried out in the said Commercial Shop/Unit or on the open/front space by the Sub-Lessee shall be liable to be removed at his own cost by the Lessor or by the Sub-Lessee and /or by the Maintenance Agency/ S.O.A. (Shop Owners Association). The charges levied by the Lessor in this regard shall be finalized and binding on the Sub-Lessee.

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

29. That the Complex along with lifts, pump houses, generators, etc., may be got insured against fire, earthquake and civil commotion by the Lessee or the Maintenance Agency/S.O.A (Shop Owners Association) at the cost and expenses of the Sub-Lessee and all the Sub-Lessee pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency/ S.O.A. (Shop Owners Association) for the purpose of insurance. The Sub-Lessee shall not or permit to be done any act which may render void or voidable any insurance in any part of the said Building/ Complex or cause increased premium.
30. That the Sub-Lessee will neither himself permit anything to be done which damages any part of the adjacent Commercial Shop/Unit etc. nor violates the rules or bye-laws of the Local Authorities or the Shop Owners Association.
31. That the Sub-Lessee may get insurance of the contents lying in the said Commercial Shop/Unit at his own cost and expense. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in the Building/ Complex or any part thereof. The Sub-Lessee shall always keep the Lessor/ Lessee or its Maintenance Agency or Shop Owners Association, harmless and indemnified for any loss and/or damages in respect thereof.
32. That the Sub-Lessee shall not harm or cause any harm or damage to the peripheral walls, front and rear elevations of the said Commercial Shop/Unit in any form. The Sub-Lessee shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any change in the exterior side of the doors and windows and shall not carry out any change in the exterior elevation and design.
33. That the Sub-Lessee shall put the sign board of his Shop/Unit in the designated place only as provided by the Lessee/Maintenance Agency and shall not exceed the height of the wall constructed for the purpose. The width and height of the sign board shall be decided by the Lessee/Maintenance Agency. The Sub-Lessee further agrees that he shall not himself do or cause anything to be done in or outside the shop which tends to cause damage to any flooring or ceiling of any shop adjacent to its shop or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.
34. That Lessee/Sub-Lessee will not erect or permit to be erected any part of the demised premises any stables, sheds or other structures of description whatsoever for keeping horse, cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.
35. That the Lessee/Sub-Lessee shall not exercise its option of determining the lease for hold the Lessor's responsibility to make good the damages if by fire, tempest, flood or violence of army or of a mob or other irresistible force any materials part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

36. That the Lessee/Sub-Lessee/Tenant shall not display or exhibit any picture poster, statue or their articles which are repugnant to the morals or are indecent or immoral. The Lessee/Sub-Lessee/tenant shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building except at a place specified for the purpose by the Lessee.
37. That the Sub-Lessee shall not remove any walls of the said Commercial Shop/Unit including load bearing walls and all the walls /structures of the same shall remain common between the Sub-Lessee and owners of the adjacent Commercial Shop/Units.
38. The Sub-Lessee will not undertake any alterations in his Commercial Shop/Unit without prior written approval of the Lessee. The Sub-Lessee shall not be allowed to effect any of the following changes/alterations:
- i) Changes, which may cause damage to the structures (columns, beams, slabs etc.) of any part of adjacent Commercial Shop/Units. In case damage is caused to an adjacent Commercial Shop/Units or common area, the Sub-Lessee will get the same repaired.
  - ii) Changes that may affect the façade of the Commercial Shop/Unit (e.g. changes in windows, tampering with external, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
  - iii) Making encroachments on the common spaces in the complex.
39. That the Sub-Lessee shall strictly observe the following points to ensure safety, durability and long term maintenance of the Building:
- (i) No changes in the internal lay-out of a Commercial Shop/Unit should be made without consulting a qualified structural consultant and without the written permission from the Lessee or the Lessor, if required.
  - (ii) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
  - (iii) All the plumbing problems should be attended only by qualified or experienced plumber in the building. The plumbing Network inside the Commercial Shop/Unit is not tampered with or modified in any case.
  - (iv) Use of acids for cleaning the toilets should be avoided.
  - (v) All the external disposal services to be maintained by periodical cleaning.
  - (vi) No alterations will be allowed in elevation, even of temporary nature.
  - (vii) Any electrical wiring/cable changes should be made by using good quality material as far as possible and same should be carried out by licensed electrician.

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

(viii) In case Sub-Lessee rents out the Commercial Shop/Unit, he is required to submit all details of the tenants to the Maintenance Agency/ S.O.A. (Shop Owners Association).The Sub-Lessee will be responsible for all acts of omission and commission of his tenant. The Complex management can object to renting out the premises to persons of objectionable profile.

40. That the Sub-Lessee and all other persons claiming under him shall ensure that the premises are kept in good shape and repairs and that no damage is caused to the premises or the sanitary/water/ electricity works therein.
41. That the Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed have been borne and paid by the Sub-Lessee.
42. That the Sub-Lessee will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act and if any stamp duty and deficiency of stamp, imposed by the Govt./Competent Authority on the allotment letter, agreements for maintenance, electricity and power backup etc. shall be paid and borne by the Sub-Lessee.
43. That the Lessor shall be entitled to recover all dues payable to it under the deed by the Lessee as arrears of land revenue without prejudice to its other rights under any other law for the time being in force.
44. The provisions of U.P. Industrial Area Development Act, 1976 and any rules / regulations framed under the Act or any direction issued shall be binding on the Lessee/Sub-Lessee.
45. That all powers exercisable by the Lessor under the Deed may be exercised by the Chief Executive officer of the Lessor. The Lessor may also authorize any of its officers to exercise all or any of the powers exercisable by it under this Deed. Provided that the expression Chief Executive Officer for the time being or any other officer who is entrusted by the Lessor with the functions similar to those of the Chief Executive Officer.
46. The Chief Executive Officer of the Lessor reserves the rights to make such addition alteration or modification in terms and conditions from time to time as he may consider just and reasonable and shall be binding and acting upon the Lessee/Sub-Lessee.
47. That in case of any breach of the terms and conditions of this Deed by the Sub-Lessee and/or breach of terms and conditions of the Lease Deed executed between the Lessor and the Lessee and/or breach of terms and conditions of the Agreement To Sell (BBA), Allotment Letter, the Lessor and the Lessee will have the right to re-enter the said Commercial Shop/Unit after determining the lease hold rights in respect thereof. On re-entry of the demised said Commercial Shop/ Unit, if it is occupied by any structure built un-authorisedly by the Sub-Lessee, the Lessor and/or the Lessee will remove the same at the cost and expenses of the Sub-Lessee. Before exercising the right of re-entry, due notice to the Sub-Lessee shall be given by the Lessor and/or the Lessee to rectify the breaches within the period stipulated by the Lessor and/or the Lessee.

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

48. That all notices, orders and other documents required under the terms of the Sub-Lease or under the Uttar Pradesh Industrial Development Act, 1976 (U.P. Act No.6 of 1976) or any rule or regulation made or directions issued thereunder shall be deemed to be duly served as provided under section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act (re-enactment with modifications) 1974 (U.P. Act No. 30 of 1974).

#### **SCHEDULE OF COMMERCIAL SHOP/UNIT**

Commercial Shop/Unit bearing No..... in Block/Tower-‘.....’ having its Super area approximate ..... Sq.Ft. (..... Sq.Mtr.) in the project “.....”, built on Plot No.GH-02, Sector-16C, Greater Noida (West), District-Gautam Budh Nagar,(U.P.) along with undivided, impartibly, unidentified lease-hold rights in the portion of the said land underneath the building, in proportion of the super area of the said Commercial Shop/Unit, as per the enclosed plan and bounded as follows:-

|       |   |   |                       |
|-------|---|---|-----------------------|
| East  | } | : | As per the Floor Plan |
| West  |   | : |                       |
| South |   | : |                       |
| North |   | : |                       |

Financed by : .....

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**

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

In presence of:

**Witnesses:**

Signed for & on behalf of the  
**LESSOR**

(1)

Signed for & on behalf of the  
**LESSEE**

(2)

1.....  
Ms/Mr/Mrs.....

2.....  
Ms/Mr/Mrs .....

**SUB-LESSEES**

**For & on behalf of GNIDA**

**For SAM INDIA Abhimanyu  
Housing**

**(Authorised Signatory)  
Lessor/ First Party**

**Authorised Signatory)  
Lessee/Second Party**

**Sub-Lessee(s)/  
Third Party**