

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

SUB-LEASE DEED

Value as per Circle Rate : Rs.00
Super Area : Sq. Ft. (..... Sq. Mtrs.)
Sale Consideration : Rs.00
Stamp Value : Rs.00
Floor :
Rate per Square Meter : Rs.00
All Common Facilities : Add%
Circle Rate Reference : Page No.96, V Code-26

THIS SUB-LEASE DEED is made at Greater Noida on this _____ day of _____2019 (Two Thousand and Nineteen)

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) (hereinafter referred to as the “**AUTHORITY**”/ “**LESSOR**” which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns), of the FIRST PART.

AND

M/s., a Company duly incorporated under the Indian Companies Act, 1956 and having its Registered Office at, through its Authorized Signatory, **Shri** **S/o.** **R/o.**, duly authorized by the Board of Directors vide Resolution dated; (hereinafter referred to as the “**DEVELOPER**” /”**LESSEE**” which expression shall, unless it

be repugnant to the context or meaning thereof, mean and include its successors and assigns), of the SECOND PART.

AND

1. Mr. (PAN: & Aadhaar No.) son of Shri,

2. Mrs. (PAN: & Aadhaar No.) son of Shri,

Both resident of;

hereinafter referred to as the 'SUB-LESSEE' which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its legal heirs, executors, administrators, legal representatives and assigns), of the THIRD PART:

WHEREAS:

- A. The Authority invited bids under their Scheme No. **BRS-10** of the **Year 2004** for allotment of various plots for development of Group Housing situated in different Sectors of Greater Noida City, District Gautam Budh Nagar, Uttar Pradesh.
- B. The Developer herein was the successful bidder for Plot No. **Greater Noida**, District Gautam Budh Nagar, Uttar Pradesh admeasuring.....**acres** (..... Sq. Meters) approximately (hereinafter referred to as the "**SAID LAND**").
- C. The Said Plot was allotted to the Developer vide, **dated** on the terms and conditions contained in the said letter of allotment for the purposes of constructing Group Housing Building thereon and to allot developed Flats/Dwelling Units so constructed to the individuals as its Allottees.
- D. The Allotment letter provides that the Developer shall get the Lease Deed of the said plot executed in its name for a period of 90 (Ninety) years from the date of its execution.

- E. The Authority as a Lessor vide Lease Deed **dated** duly registered with the Sub-Registrar, Greater Noida City, Distt. Gautam Budh Nagar, Uttar Pradesh, registered in **Book No. 1, Volume No.** **Pages** to **Document No.** demised the Said Land in favour of the Developer (hereinafter referred to as the 'Lease Deed') as the Lessee on certain terms and conditions inter-alia to construct and thereafter transfer the developed flats/dwelling units in favour of its allottees for the un-expired period [Hereinafter referred to as the "**Lease Deed**"].
- F. The Developer/Lessee had carried out internal development work comprising of site clearance, leveling, construction of roads, drains, street lighting electrification, lighting, water supply, sewerage and road side plantation, horticulture, development of parks, parking spaces as per norms fixed by the Authority and obtained sanction of the building plans for development and construction of the Group Housing Building on the Said Land and as such, have constructed multi-storeyed residential and each consisting of several flats/dwelling units, Club house, Gymnasium, Swimming Pool, Service Building, etc. . The said buildings together with the Said Land shall hereafter be referred to and named as the "**.....**".
- G. The Sub-Lessee named above, applied to the Developer/Lessee for allotment of a Flat/Dwelling Unit and the Developer/Lessee allotted a Flat/Dwelling Unit bearing No. on **Floor in Tower-**..... admeasuring approximately **Sq. Ft. (..... Sq. Mtrs.)** in the saidsituated at Plot No.**Greater Noida**, District Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as "**Said Flat / Said Dwelling Unit**") alongwith undivided and impartible lease-hold rights in the portion of the Said Land underneath the building, consisting of several Blocks comprising the Complex, in proportion of the ratio of the super area of the said Apartment to the total super area in the Complex, more fully described in the **Schedule** given hereunder, together with proportionate rights to use the common covered area,

including all easement rights attached thereto, hereinafter referred to as the 'Said Unit' on the terms and conditions as contained in the Flat Buyer Agreement between the Developer/Lessee and the Allottee/Sub-Lessee.

NOW THEREFORE THIS SUB-LEASE DEED WITNESSETH AS FOLLOWS:

1. That in consideration of the amount of **Rs.00 (RupeesOnly)** paid by the Allottee to the Developer / Lessee, the receipt whereof the Developer/Lessee hereby admits and acknowledges, and the Allottee/s/sub-lessee agreeing to observe and perform the terms and conditions herein contained and as contained in the Allotment Letter, the Lease Deed executed between the Authority and the Developer/Lessee and the term and conditions of allotment executed between the Allottee/sub-lessee and the Developer/Lessee, the Developer/Lessee doth hereby agrees to demise and the Allottee (s) agrees to take on sub-lease the Said Flat/dwelling unit with all its sanitary, electrical, sewage and other fittings, more particularly described in the Schedule hereunder written and for clearness has been delineated on the plan attached hereto together with all rights and easements whatsoever necessary for the enjoyment of the Said Flat/Dwelling Unit along with right to use the common staircases, corridors, common roads, facilities, lifts, entrance and exits of the building, water supply arrangement, installations such as power system, lighting system, sewerage system etc., subject to the exceptions, reservations, covenants, stipulation and conditions hereinafter contained.
2. That the Authority and the Developer/Lessee doth hereby grant sub-lease of the said Flat/Dwelling Unit unto the said Sub-Lessee, for un-expired period of 90 years, reckoned from
3. The vacant and peaceful possession of the Said Flat/Dwelling Unit has been delivered to the Sub-Lessee simultaneously with the signing and execution of this Sub-Lease Deed, and the Sub-Lessee has satisfied himself/herself/themselves as to

the area of the Said Flat/Dwelling Unit, quality and extent of construction and the specifications in relation thereto and the Sub-Lessee has agreed not to raise any dispute at any time in future on this account.

4. That 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 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 cup-boards, if any, of the Said Flat/Dwelling Unit. The Sub Lessee is being transferred the title of the Said Flat/Dwelling Unit 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 in common areas, which shall remain the property of the Developer/Lessee. The right of usage of the common facilities is subject to the covenants herein contained and upto date payment of all dues.
5. That the Sub-Lessee shall not be entitled to claim partition of his/her/their undivided share in the land, as aforesaid, and the same shall always remain undivided and impartible and unidentified.

6. That the sub-lessee undertakes to put to use the flat/dwelling unit exclusively for the residential use only and for no other use/mixed use whatsoever. Use of the flat/dwelling unit other than residential will render sub-lease liable for cancellation and the allottee/Sub-Lessee will not be entitled to any compensation whatsoever.
7. That except for the transfer of the Said Flat/Dwelling Unit all common easementary rights attached therewith, the entire common areas and facilities provided in the Complex and its adjoining areas including the un-allotted terrace/roof, unreserved open and covered parking spaces, club and facilities therein, storage areas etc., and the un-allotted areas and flats/dwelling units, shopping areas if any shall remain the property of the Developer/Lessee and shall be deemed to be in possession of the Developer/Lessee.
8. That the Said Flat/Dwelling Unit is free from all sorts of encumbrances, liens and charges etc. except those created at the request of the Sub-Lessee himself/herself/themselves to facilitate his/her/their loan/financial assistance for purchase of the Said Flat/Dwelling Unit.
9. That the Authority reserves the right and title to all mines and minerals, coals, washing goods, earth, oils, quarries, in, over, or under the Said Land and full right and power at the time to do acts and things which may be necessary or expedient for the purpose of searching, working, obtaining, removing and enjoining 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 thereon provided always the Authority shall make reasonable compensation to Sub-Lessee for all damages directly occasioned by the exercise of such rights. The decision of the Authority on the amount of the reasonable compensation, the will be final and binding on the Sub-Lessee.

10. That the Authority has received one time lease rent in respect of the Said Land from the Developer/Lessee and hereby confirm that no lease rent is payable in future by the Sub-Lessee in respect of the Said Flat/Dwelling Unit during the period of sub-lease.
11. That the Sub-Lessee shall be liable to pay on demand municipal tax, property tax, water tax, sewerage tax, other annual rent, taxes, charges, levies and impositions, levied by the Lessor and/ any other local or statutory authority from time to time in proportion to the area of the Said Flat/Dwelling Unit from the date of allotment of the Said Flat/Dwelling Unit by Developer.
12. That the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in this Sub-Lease Deed, the Lease Deed, and the Allotment Letter and the terms and conditions of the Flat Buyer Agreement as referred hereinabove and punctually observe the same in respect of the Said Flat/Dwelling Unit purchased by him. The Lease Deed shall be deemed to be a part of this sub-lease deed. The sub-lessee confirms that he/she has received a copy of the said lease deed.
13. That the Sub-Lessee shall not sell, transfer or assign the whole or part of the Said Flat/Dwelling Unit to any one except with the previous consent in writing of the Lessor/Authority and on such terms and conditions including the transfer charges/fees as may be decided by the Authority from time to time and shall have to follow the rules and regulations prescribed by the Authority in respect of leasehold properties.
14. That whenever the title of the Sub-Lessee in the Said Flat/Dwelling Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this sub-lease deed, Lease Deed and the terms and conditions of Allotment/ Flat Buyer Agreement and the Maintenance Agreement referred to elsewhere in this Sub-Lease and he / she/ they be

answerable in all respects to the Lessor therefore in so far as the same may be applicable and relate to the Said Flat/Dwelling Unit.

15. a) That whenever the title of the Said Flat/Dwelling Unit is transferred in any manner whatsoever, the transferor and transferee shall within three months of transfer give notice of such transfer in writing to the Authority, to the Developer/Lessee and to the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency 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 of the Maintenance Agency.

b) In the event of death of the Sub-Lessee, the person on whom the rights of deceased devolve by the law of succession shall, within three months of devolution give notice of such devolution to the Authority, Developer/Lessee and the Maintenance Agency. The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Authority and or any other Government Agency.

c) The transferee or the person on whom the title devolve as the case may be, shall furnish to the Authority, Developer/Lessee and to the Maintenance Company certified copies of document(s) evidencing the transfer or devolution.

16. Notwithstanding the reservations, limitations as mentioned in Clause No. 14 above, the Sub-Lessee shall be entitled to sublet the whole or any part of the Said Flat/Dwelling Unit leased to him for purposes of private dwelling only in accordance with law.

17. That the Sub-Lessee may mortgage the Said Flat/Dwelling Unit in favour of the State or Central Govt. or Financial Institutions/Commercial Banks etc., for raising loans with the prior permission of the Developer/Lessee in writing till the execution of Sub

Lease Deed. Subsequent to the execution of this Sub Lease Deed, Sub Lessee can mortgage the said flat/dwelling unit with the prior permission of Authority in writing. Provided that in the event of sale or foreclosure of the mortgaged or charged property, the Authority shall be entitled to claim and recover such percentage as may be decided by the Authority of the unearned increase in the value of the said flat/dwelling unit as first charge, having priority over the said mortgage charge. The decision of the Authority in respect of the market value shall be final and binding on all the parties concerned. Provided further the Authority shall have pre-emptive right to purchase the mortgage or charged property after deducting such percentage as decided by the Authority of the unearned increased as aforesaid. The Authority's right to the recovery of the unearned increase and pre-emptive right to purchase the property as mentioned hereinbefore shall apply equally to involuntary sale or transfer, be it by or through execution of decree or insolvency/any Court.

18. That the Authority and / or Developer/Lessee and / or Maintenance Agency and their employees shall have the right to enter into and upon the flat / dwelling unit, lawn and terrace area, if any in order to inspect, carry out repair work from time to time and at all reasonable times of the day after giving three days prior notice except in case of emergency during the term of the Sub-Lease and the Authority/Maintenance Agency will give notice of the provisions of this clause to his/her/ their tenants.

19. That the Sub-Lessee shall from time to time and at all times pay directly to the local government/Central Govt./Local Authority or GNIDA existing or to exist in future all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the validity of this deed be assessed, charged or imposed upon the Said Flat/Dwelling Unit hereby transferred.

- 20.** That so long as each Said Flat/Dwelling Unit shall not be separately assessed for the taxes, duties etc. the Sub-Lessee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the Said Flat/Dwelling Unit to the Maintenance Agency or to the Developer/Lessee, who on collection of the same from all the Sub-Lesseees of the Housing Complex shall deposit the same with the concerned authority/GNIDA.
- 21.** That the Sub-Lessee shall not raise any construction whether temporary or permanent or make any alteration or addition or sub-divide or amalgamate the Said Flat/Dwelling Unit.
- 22.** (a) The Sub-Lessee will not carry on, or permit to be carried on, in the Said Flat/Dwelling Unit any trade or business whatsoever or use the same or permit the same to be used for any purpose other than residential or to do or suffer to be done therein any act or thing whatsoever which in opinion of the Authority and/or Developer/Lessee may be a nuisance, annoyance or disturbance to the other owners of the said Housing Complex and persons living in the neighborhood.
- (b) The Sub-Lessee will obey and submit to all directions, issues and regulations made by the Authority now existing or hereinafter to exist so far as the same are incidental to the possession of immovable property or so far as the affect the health, safety or convenience of other inhabitants of the Housing Complex.
- 23.** That the Sub-Lessee shall not in any manner whatsoever encroach upon any of the common areas, limited use 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 Flat/Dwelling Unit or on open/covered Car Parking spaces by the Sub-Lessee shall liable to be removed at his/her /their cost by the Authority or by the Developer/Lessee and/or by the Maintenance Agency. The charges levied by the Lessor in this regard shall be finalized and binding on the sub-lessee.

- 24.** That the Sub-Lessee shall on the determination of the Sub-lease of his/her/their share in the land, peaceably yield up the proportionate interest in the Said Land, as aforementioned, unto the Authority with/without removing the superstructure within the stipulated period from the land.
- 25.** That the Developer/Lessee reserves the right to entrust the job of maintenance and upkeep of the open areas, common areas facilities of the Complex including services to any agency the developer/lessee deem fit. 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, watch and ward charges, power and water consumption charges and other charges including administrative charges etc., as determined by the Maintenance Agency maintaining the Housing Complex. Any recurring or lumpsum charges for provision of any common facilities are to be provided in future by the Developer/Lessee or any maintenance agency so engaged will be payable by Sub Lessee to the Developer/Lessee or the Maintenance Agency in proportion to his/her/their share as determined by the Developer/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 including lifts, water supply, sewer connection, overhead tank facility for water storage, power supply, power back up etc. to the Said Flat/Dwelling Unit.
- 26.** That Power Back up charges and Maintenance charges are payable within 7 days of demand. In case of delay in payment of the same within this period, interest @ 18% p.a. shall be charged for the period of delay. Further the Developer/Lessee / Maintenance Agency shall also recover the defaulted amount from the Interest Free Maintenance Security of the Sub Lessee. The Developer/Lessee / Maintenance Agency shall reserve the right to enhance the maintenance amount payable, by way of further one time, annual or monthly charge, if those fall insufficient for the proper maintenance of the complex. The Developer/ Lessee shall maintain the

complex till the maintenance of the complex is handed over to the Residents Welfare Association or for a period of 1 (one) year from the date of completion of the complex or unit whichever is earlier. The Developer/Lessee shall transfer the Interest Free Maintenance Security, after deduction of the default amount of maintenance and electricity charges due from the sub-lessee, if any to the Residents Welfare Association. The Developer/Lessee may outsource any or all maintenance activities to outside agencies and authorize them to do all acts necessary in this regard.

- 27.** That the Developer/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 Developer/Lessee and the Maintenance Agency failing which supply of Electricity can be discontinued by the maintenance agency.
- 28.** That the Housing Complex along with lifts, pump houses, generators etc., may be got insured against fire, earth-quake and civil commotion at the expenses of the Sub-Lessee by the Developer/Lessor or Maintenance Agency provided all the Sub-Lesseees pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency for the purpose of insurance. The Sub-Lessee shall not do or permit to be done any act which may render void or voidable any insurance in any part of the said building/complex or cause increased premium.
- 29.** That the Sub-Lessee shall maintain the Said Flat/Dwelling Unit including Walls and Partitions, sewers, drains, pipes, attached lawns and terrace areas thereto in good tenantable repairs, state, order and condition in which it is delivered to him/her/them and in particular so as to support, shelter and protect the other parts

of the building/complex. Further, he/she/they will allow the complex maintenance teams access to and through the Said Flat/Dwelling Unit for the purpose of maintenance of water tanks, plumbing, electricity and other items of common interest etc. Further the Sub Lessee will neither himself/herself/themself do nor permit anything to be done which damages any part of the adjacent unit/s etc. or violates the rules or bye-laws of the Local Authorities or the Association of Sub Lessees.

30. That it shall be incumbent on each Sub Lessee to form and join an Association comprising of the Sub Lessees for the purpose of management and maintenance of the complex. Only common services shall be transferred to the Association. Facilities like Dormitories, Stores, Shops, Parking etc. shall not be handed over to the association and will be owned by the Developer/Lessee and may be sold to any agency or individual as the case may be on any terms as the Developer/Lessee would deem fit. The central green lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on such charges as prescribed by the Lessee.

31. That the Sub-Lessee may get insurance of the contents lying in the Said Flat/Dwelling Unit at his/her/their own cost and expenses. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in building/complex or any part thereof. The Sub-Lessee shall always keep the Developer/Lessee or its Maintenance Agency or resident association/society harmless and indemnified for any loss and/or damages in respect thereof.

32. That the Sub-Lessee shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the Said Flat/Dwelling Unit in any form. The Sub-Lessee shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any change in the exterior side of doors and windows and shall not any change in the exterior

elevation and design. No construction or alteration of any kind will be allowed on exclusive attached courtyard on ground floor flats/dwelling units and attached terraces on upper flats/dwelling units and in the open car parking spaces, which shall always remain open to sky.

- 33.** That the Sub-Lessee shall not put up any name or sign board, neon-light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the exterior façade of the building or anywhere on the exterior or on common areas or on roads of the Complex.
- 34.** That the Lessee/Sub-Lessee will not erect or permit to be erected any part of the demised premises stables, sheds or other structures or 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 nor hold the Lessor responsible to make good the damages if by fire, tempest, flood or violence of army or of a mob or other irresistible force to any material part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purpose.
- 36.** That the transfer of the individual area allotted for Directors/Executives/Workers within the allotted plot may be allowed as per prevailing terms and conditions of the Lessor.
- 37.** 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 which shall

be constructed over a demised premises at a place specified for the purpose by the lessor in the architectural controls.

38. That the Sub-Lessee shall not remove any walls of the Said Flat/Dwelling Unit including load bearing walls and all the walls / structures of the same shall remain common between the Sub-Lessee and owners of the adjacent flats/dwelling units.

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

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

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

- i. No changes in the internal lay-out of a flat should be made without consulting a qualified structural consultant and without the written permission from the Lessee.

- ii. No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
- iii. All the plumbing problems should be attended by only one qualified or experienced plumber in the building. The Plumbing Network inside the apartment is not be tampered with or modified in any case.
- iv. Use of acids for cleaning the toilets should be avoided.
- v. All the external disposal services to be maintained by periodical cleaning.
- vi. No alterations will be allowed in elevation, even of temporary nature.
- vii. Any electrical changes should be made using good quality material as far as possible and same should be carried out by a licensed electrician.
- viii. Sub lessee shall not cover the balcony/ terrace of his apartment by any structure, whether permanent or temporary.
- ix. The Sub Lessee should make sure that all water drains in the apartment (whether in terraces, balconies, toilets or kitchen) should be periodically cleaned i.e. they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below
- x. Sub Lessee should avoid random parking of his/ her vehicle and use only his allotted parking bay.
- xi. In case Sub Lessee rents out the unit, he is required to submit all details of the tenants to the Estate Office. The Sub Lessee will be responsible for all acts of omission and commission of his tenant. The complex management

can object to renting out the premises to persons of objectionable profile.

- xii. Sub Lessee is not allowed to put the grills in the flat as per individual wish, only the designs approved by Lessee will be permitted for installation.

41. That the provisions of U.P. Industrial Area Development Act, 1976 and Directions/Rules/Regulations issued there under the Uttar Pradesh Apartments Act, 2010/Uttar Pradesh Flat Owner's Act, as in force and amended, from time to time and the Uttar Pradesh Ownership of Flats Rules, 1984, and all other rules, regulations and statutory laws, wherever applicable, will be observed and complied with by the Sub-Lessee.

42. That the Sub-Lessee and all other persons claiming under him/her/them shall ensure that the premises are kept in good shape and repairs and that no substantial material damage are caused to the premises or the sanitary/water/electricity work therein.

43. That the Sub-lessee shall have no right to object to the Developer/Lessee constructing and/or continuing to construct other buildings/flats/dwelling units adjoining the Said Flat/dwelling unit. If at any stage further construction in the complex becomes permissible, the Developer/Lessee shall have the sole right to undertake and dispose of such construction without any claim or objection from the Sub-Lessee.

44. That the Stamp duty, registration fee and other all incidental charges required for execution and registration of this deed have been borne by the Sub-Lessee.

45. That the Lessor shall be entitled to recover all dues payable to it under the Lease Deed by the Lessee as arrears of Land Revenue without prejudice to its other rights under any other law for the time being in force.

- 46.** The provisions of U.P. Industrial Area Development Act, 1976 and any rules/regulations framed under the Act or any direction issued shall be binding on the Sub Lessee.
- 47.** That all powers exercisable by the Lessor under the Lease may be exercised by the CEO 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 Lease. 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.
- 48.** That any dispute arising with regards to Lease/ Sub Lease etc. shall be subject to the Jurisdiction of the civil court at Gautam Budh Nagar or the High Court of Judicature at Allahabad.
- 49.** The Chief Executive Officer of the Lessor reserves the rights to make such addition alteration or modification in terms and conditions from time to time as he may consider just and reasonable.
- 50.** 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 Authority and the Developer/Lessee and terms and conditions of Agreement for Flat between the Sub-Lessee and the Developer/Lessee, the Authority and the Developer/Lessee will have the right to re-enter the Said Flat/Dwelling Unit after determining the lease hold rights in respect thereof. On re-entry of the demised Said Flat/Dwelling Unit, if it is occupied by any structure built un-authorisedly by the Sub-Lessee, the Authority and/or the Developer/Lessee will remove the same at the expenses and cost of the Sub Lease. At the time of re-entry of the Said Flat/Dwelling Unit, the Authority and or the Developer/Lessee may re-allot the Said Flat/Dwelling Unit to any person. Before exercising the right of re-entry, due notice to the Sub-Lessee shall be given by the Authority and / or the Developer/Lessee to

rectify the breaches within a period stipulated by the Authority and/or the Developer/Lessee.

51. 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 there under 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).

52. That all powers exercisable by the Authority under the Deed may be exercised by the Chief Executive Officer/Chairman of the Authority. The Authority may also authorize any of its officers to exercise all or any of the powers exercisable by it under this Deed. Provided that the expression Chief Executive Officer/Chairman shall include Chief Executive Officer/Chairman for the time being or any other officer who is entrusted by the Authority with the functions similar to those of the Chief Executive Officer/Chairman.

SCHEDULE OF FLAT/DWELLING UNIT

Residential Flat Bearing No on the **Floor** in the Tower No. having a total super area measuring **Sq Ft. or** **Sq. Mtrs** within the Complex named “.....” situated at Plot No....., **Greater Noida (U.P.)** alongwith undivided, impartible, unidentified proportionate rights in the common areas and facilities and lease hold rights in the portion of the said Plot, consisting of several Towers comprising the complex in proportion of the super area of said Flat, as per the enclosed plan and bounded as follow :

North - East:	}	As Per Lease Plan Attached
South - East:		
South - West:		
North - West:		

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

In presence of :

Witnesses:

Signed for & on behalf of

1.

Greater Noida Industrial Development Authority

Name:.....

S/o.

.....

ID No.

Signed for & on behalf of the Developer/Lessee

2.

Name:.....

S/o.

.....

ID No.

M/s.

Developer/Lessee