

THIS SUB-LEASE DEED is made at Noida on this day of.....BY AND BETWEEN

NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY, a body corporate constituted under Section- 3 read with 2 (d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) (hereinafter referred to as the **“LESSOR”**), which expression shall unless the context does not so admit include its successor and assigns, of the **FIRST PART**.

AND

M/s Provence Developers Pvt. Ltd., a Company duly incorporated under the Indian Companies Act, 1956 and having its Registered Office at C-60, Preet Vihar Vikas Marg, Delhi-92 and Site Office at Plot No GH-01A/2, Sector-143B, Noida through its Authorized Signatory -----, duly authorized by the Board of Directors vide Resolution dated----- (hereinafter referred to as the **“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 (PAN No. -----)** and said ----- executed an Authentic Power of Attorney duly registered vide Document No. ---Dated -----with the Sub-registrar Sadar at GautamBudh Nagar in favour of ----- for the presentation of the duly executed document for registration in the Sub-Registrar office.

AND

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

WHEREAS:

- A. By Lease deed Dt 10.08.2011 and supplementary lease deed dt 22.12.2011 Noida Industrial Development Authority ("NOIDA") and registered in the office of Sub-registrar Noida, (Herein after called the Lease) between New Okhala Industrial Development Authority (NOIDA) a body corporate under section 3 read with 2 (d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6of1976) (the lessor/party of the first part)and the pary/lesseeSikka Infrastructure Pvt Ltd of the second part.
- B. NOIDA has demised on Leasehold basis Group Housing Plotallotted a plot bearing No.GH-01A, Sector-143B, NOIDA,U.P area measuring 53911.33Sq.Mtrs., in Sector-143B, Noida, Distt. Gautam Budh Nagar U.P, to M/s Sikka Infrastructure Pvt Ltd, vide sale deed no 5815 dt 10.08.2011. for the period of Ninety (90) years reckoned from execution of Lease Deed.
- C. Lessee M/S Sikka Infrastructure Pvt Ltd had asked for sub-division of plot no GH-01A of 53911.33 sq.mt into 2 parts. However, Since area of 3602.4sq.mt was disputed, net area remained 50308.92 sq.mt which is divided in 2 parts of 36851.00 sq.mt will remain in the name of Sikka infrastructure Pvt Ltd and 13457.92 SQ.MT with Provence Developers Pvt Ltd.
- D. Whereas Lessor has approved the sub-division of plot of group housing plot no GH-01A, Sector 143B, NOIDA in 2 parts as stated above in clause C above vide order no NOIDA/GH/2019/777 dt 20.02.2019 numbering as plot no GH-01A, Sector-143B, NOIDA,U.P of 36851.00 sq.mt in the name of Sikka Infrastructure Pvt Ltd and plot no GH-01A/2, Sector-143B, NOIDA,U.P of 13457.92 sq.mt in the name of Provence Developers
- E. Whereas sub-lease was executed in favour of M/S Provence Developers Pvt Ltd for 13457.92 sq.mt on 22.06.2020 vide sub-lease deed no---- with sub-Registrar, Gautam Budh Nagar, Sadar(Pratham).

- F. And whereas the Company has taken over the physical possession of aforesaid plot from the Sikka Developers Pvt Ltd on 22-06-2020. The Company is authorized to execute sub-lease of the apartments for the total area in favor of its allottee(s) on the terms & conditions of booking application, allotment letter & Lease Deed executed in favour of Company by the NOIDA.
- G. Whereas as per the norms of NOIDA, the land will be used for the construction of Group Housing etc.
- H. The Lessee had obtained approval of layout for development of Group Housing namely "SKA ORION" and constructed multi-storied complex consisting of several Flats/ Dwelling Units Swimming Pool, community centre, Service Building, etc. The said Buildings together with the Land shall hereafter be referred to and named as the **"SKA ORION"** situated at Plot No. G.H.-01A/2, Sector-143B, Noida, District Gautam Budh Nagar, U.P. **from NOIDA on 2nd February 2021.**
- I. The Sub Lessee named above, applied to the Lessee for allotment of a Flat/ Dwelling Unit and the Lessee allotted a Flat/ Dwelling Unit bearing No. ---/**SKA ORION** on Floor -----Tower No. **"ASTER"** admeasuring approximately -----super area/Total area in the said Group Housing Project **SKA ORION**, situated at Plot No. G.H.-01A/2, Sector 143B, Noida, District Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as **"Said Flat / Dwelling Unit"**) along with undivided and impartible lease-hold rights in the Land underneath the building **SKA ORION**, 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 terms and conditions of Agreement for Sale/Allotment dated _____(hereinafter referred to as Allotment Letter) executed between the / Lessee and the Allottee/s/Sub Lessee.

J. The Third Party/Sub-Lessee has carried out the inspection of the lease deed executed in favour of Second Party by the First Party, Building plans/Completion Plans of the said Project /dwelling unit, and has satisfied himself/herself/themselves 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 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 **SKA ORION**.

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

1. That in consideration of the amount **Rs.-----/- (Rupees ----- Only)** paid by the Allottee/s/Sub-Lessee to the Lessee / Lessee, the receipt whereof the Lessee / 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 Lessor and the Lessee and the terms and conditions of Allotment Letter executed between the Allottee/s/Sub Lessee and the Lessee, the 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, sewerage 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, stipulations and conditions hereinafter contained.

2. That the Lessor and the Sub-Lessee doth hereby grant Sub-Lease of the said Flat/ Dwelling Unit unto the said Sub-Lessee, for remaining unexpired period of Lease of said land in favour of the Lessee.
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 the said project **SKA ORION** maintenance charges of the project are applicable and payable by the sub-lessee. The one time interest free maintenance security (IFMS) also has been deposited by the sub-lessee, No interest will be paid to Sub-lessee/AAO.

Maintenance Agreement of the Project **SKA ORION** and the sub-lessee shall be bound by all the covenants and conditions mentioned therein.

That the up-keeping and maintenance of the project **SKA ORION** shall be carried out by the Lessee/Nominated Maintenance Agency by Lessee or by A.A.O (Association of Apartment Owners) as mentioned in UP Apartment Act-2010. The Maintenance charges in advance for the one year being paid by Sub-Lessee to Lessee/Nominated Maintenance Agency. The Sub-Lessor/Developer/Nominated Maintenance Agency will demand the further one year maintenance charges before expiry of the one year, in advance maintenance charges. In case of nonpayment of maintenance charges and common area electricity charges than Sub-Lessor/Developer/Nominated Maintenance Agency can withdraw their services.

5. That the electricity supply to the apartments of the project **SKA ORION** will be provided by NPCL/concerned statutory power corporation, End user(s)/Allottee(s)/Sub-Lessee are free to avail individual connection. sub-lessee/s will directly apply to NPCL/Concerned statutory power corporation for

his/her/their electric connection. However, Rules applicable as on date of sub-lease will be applicable.

6. 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.
7. That the Sub-Lessee shall not be entitled to claim partition of his/her/their undivided share in the land of the Project **SKA ORION**, as aforesaid, and the same shall always remain undivided and impartibly and unidentified.
8. The Sub-Lessee undertakes to put to use the said Flat/Dwelling Unit exclusively for the residential use only and for no other use/mixed use whatsoever. Use of the said Flat/ Dwelling Unit other than residential will render Sub-Lease liable for cancellation and the Sub-Lessee will not be entitled to any compensation whatsoever.
9. That except for the transfer of said flat/dwelling unit all common easementary rights attached therewith, the entire common areas and facilities provided in the complex and its adjoining areas including the unclothed terrace/roof, unreserved open and covered parking spaces and facilities therein, storage areas etc., and the unallotted areas and flats/ dwelling units, shopping areas, if any, shall remain the property of the Lessee and shall be deemed to be in possession of the Lessee, who have the right to disposed of these properties, after handing over the project to AAO any kind of NOC shall not be required to obtain from AAO for disposal of these properties.
10. 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.

11. That the Lessor reserves the right and title to all mines and minerals, coals, washing gold's, earth, oils, quarries, in, over, 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.
12. That the Lessor has received one-time lease rent in respect of the land of **SKA ORION**, First Phase from the Lessee and hereby confirms that no lease rent is payable in future by the Sub-Lessee in respect of the said Flat/ Dwelling Unit during the period of Sub-Lease.
13. 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/or any other local or statutory authority from time to time in proportion to the area of the said Flat/ Dwelling Unit from the date of possession of the said Flat/Dwelling Unit by the Lessee.
14. 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 & conditions of Allotment 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.
15. That the Sub-Lessee shall not sell, transfer, mortgage or assign the whole or any part of the said Flat/ Dwelling Unit to any one except with the previous consent in writing of the Lessor and on such terms and conditions including the transfer charges/ fees as may be decided.

16. That whenever the title of the Sub-Lessee in the said Flat/ Dwelling Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sub-Lease Deed, Lease Deed and the terms and conditions of Allotment and the Agreements referred in this Sub-Lease Deed 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.
17. a) That whenever the title of the said Flat/ Dwelling Unit is transferred in any manner whatsoever, it will be the responsibility of the transferor to pay the outstanding maintenance and other charges and obtain the No Dues certificate of the Project **SKA ORION** from the Lessee or its nominee(s) or the A.A.O. as the case may be and No Dues for the 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 .
- 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 3(Three) months of devolution give notice of such devolution to the Lessor and the Lessee/ Maintenance Agency/A.A.O (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 and Lessee certified copies of documents evidencing the transfer or devolution.
18. That notwithstanding the reservations and limitations, as mentioned in Clause-16 above, the Sub-Lessee shall be entitled to sublet the said Flat/ Dwelling Unit for purposes of private dwelling only in accordance with law.

19. That the Sub-Lessee may mortgage the said Flat/Dwelling Unit in favour of the State or Central or financial institutions /commercial banks, etc., for raising loan with the prior permission of the Lessee in writing till the execution of Sub-Lease Deed. Subsequent to the execution of this Sub-Lease Deed, the Sub Lessee can mortgage the said Flat/ Dwelling Unit with the prior permission of the Lessor 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 Flat/Dwelling Unit as first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value shall be final and binding on all the parties concerned. Provided further the Lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Lessor of the unearned increase as aforesaid. The Lessor's right to the recovery of the unearned increase and pre-emptive right to purchase the property, as mentioned hereinbefore, shall apply equally to involuntary sale or transfer, be it by or through execution of decree or insolvency or any court
20. That the Lessor and/or the Lessee and /or the Maintenance Agency and their employees shall have the right to enter into and upon the said Flat/ Dwelling Unit, lawn and terrace area in order to inspect, carry out repair work from time to time and at all reasonable times of the day after giving three days prior notice except in case of emergency during the term of the Sub-Lease.
21. That the Sub-Lessee shall from time to time and at all times pay directly to the local Government/ Central Govt./ Local Authority or LESSOR existing or to exist in future all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the validity of this deed be assessed, charged or imposed upon the said Flat/Dwelling Unit hereby transferred.
22. So long as each said Flat/ Dwelling Unit shall not be separately assessed for the taxes, duties etc. the sub-Lessee shall pay proportionate share of such

dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the said Flat/ Dwelling Unit to the Maintenance Agency or to the Lessee, who on collection of the same from all the Sub-Lesseees of the Housing Complex shall deposit the same with the concerned local Authority or NOIDA.

23. 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.
24. (a) The Sub Lessee will not carry on, or permit to be carried on, in the said Flat/Dwelling unit any trade or business whatsoever or use the same or permit the same to be used for any purpose other than residential or to do or suffer to be done there in any act or thing whatsoever which in opinion of the Lessor and/or Lessee may be a nuisance, annoyance or disturbance to the other owners of the said housing complex and persons living in the neighborhood.
- (b) The Sub-Lessee will obey and submit to all directions, issues and regulations made by the Lessor now existing or herein after to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the Housing Complex.
25. 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 Flat/Dwelling Unit or on the open or covered Car Parking space by the Sub-Lessee shall be liable to be removed at his/her/their cost by the Lessor or by the Lessee and /or by the Maintenance Agency with the prior approval of the Lessor. The charges levied by the Lessor in this regard shall be finalized and binding on the sub-lessee.
27. 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 Land of the project **SKA ORION**, as aforementioned, unto the Lessor with/without removing the superstructure within the stipulated period from the land.

28. That the equipments/machineries with lifts, pump houses, generators, etc., may be got insured against fire, earthquake and civil commotion at the expense of the Sub-Lessee by the Lessee or the Maintenance Agency provided all the Sub-Lessee(s) pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency for the purpose of insurance. The Sub- Lessee(s) 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.
29. That the Sub-Lessee shall maintain the said Flat/ Dwelling Unit including walls and partitions, sewers, drains, pipes, allotted lawns and terrace areas (if any) thereto in good tenantable repairs, state, order and conditions 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/ themselves permit anything to be done which damages any part of the adjacent unit/s, etc., nor violates the rules or bye-laws of the Local Authorities or the Association of the Sub-Lessees.
30. That it shall be incumbent on each Sub-Lessee to form and join an Association comprising of the Sub-Lesseees for the purpose of management and maintenance of the Complex as per provided in the U.P. Apartment Act 2010. Only common services shall be transferred to the Association. unsold flat/dwelling unit, parkings and independent areas of limited common use shall not be handed over to the Association and will be owned by the Lessee/ Lessee and may be sold to any agency or individual as the case may be on any terms as the Lessee would deem fit. After handing over the project to AAO any kind of NOC shall not be required to obtain from AAO for disposal of these properties. The central green lawns and other common areas shall not be used for conducting personal functions, such as, marriages, birthday parties, etc.

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 expense. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in the Building/ Complex or any part thereof. The Sub-Lessee shall always keep the Lessee/ Lessee or its Maintenance Agency or Residents 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 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 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 Sub Lessee shall not exercise its option of determining the lease for hold the Lessor/lessee responsible to make good the damages if by fire, tempest, flood or violence of army or of a mob or other irresistible force any materials part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

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 which shall be constructed over the demised wall of the building except.
37. 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.
38. The Sub-Lessee may undertake minor internal alterations in his/ her/ their unit only with the prior written approval of the Lessee/ Lessee. The Sub-Lessee shall not be allowed to effect any of the following changes/alterations:
- i) Changes, which may cause damage to the structures (columns, beams, slabs etc.) of any part of adjacent units. In case damage is caused to an adjacent unit or common area, the Sub-Lessee will get the same repaired.
 - ii) Changes that may affect the façade of the unit (e.g. changes in windows, tampering with external, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
 - iii) Making encroachments on the common spaces in the complex.
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 flat should be made without consulting a qualified structural consultant and without the written permission from the Lessee or the Lessor, if required.

- (ii) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
- (iii) All the plumbing problems should be attended by only qualified or experienced plumber in the building. The plumbing Network inside the Flat/ Dwelling Unit is not tampered with or modified in any case.
- (iv) Use of acids for cleaning the toilets should be avoided.
- (v) All the external disposal services to be maintained by periodical cleaning.
- (vi) No alterations will be allowed in elevation, even of temporary nature.
- (vii) Any electrical wiring/ cable changes should be made by using good quality material as far as possible and same should be carried out by licensed electrician.
- (viii) Sub-Lessee shall not cover the balcony/terrace of his/her/their Flat/Dwelling Unit by any structure, whether permanent or temporary.
- (ix) The Sub Lessee shall ensure that all water drains in the Flat/ Dwelling Unit (whether in terraces, balconies, toilets or kitchen) are periodically cleaned, i.e., they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.
- (x) Sub-Lessee shall not be allowed for random parking of his/her vehicle and use only his/her/ their allotted parking bay.
- (xi) In case Sub- Lessee rents out the Unit, he/she/they is/are required to submit all details of the tenants to the Maintenance Agency Office/AAO Office. The Sub-Lessee will be responsible for all acts of omission and commission of his/her/ their tenant. The Complex management can object to renting out the premises to persons of objectionable profile.
- (xii) Sub-Lessee is not allowed to put the grills in the Flat/ Dwelling Unit as per individual wish, only the designs approved by the Lessee/ Lessee will be permitted for installation.

40. 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.

41. 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 is caused to the premises or the sanitary/water/electricity works therein.
42. That the Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed have been 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 exercised 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.
46. That any dispute arising with regards to the lease etc. shall be subject to the jurisdiction of the civil court at Gautam Budh Nagar or the High Court of judicature at Allahabad.
47. 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, same shall be binding and acting upon the lessee/sub-lessee
48. That in case of any breach of the terms and conditions of this deed by the Sub-Lessee, and/or breach of terms and conditions of the Lease Deed executed

between the Lessor and the Lessee and terms and conditions of Allotment for said Flat/ Dwelling Unit between the Sub-Lessee and the Lessee, the Lessor and the Lessee will have the right to re-enter the said Flat/Dwelling Unit after determining the lease hold rights in respect thereof. On re-entry of the demised said Flat/Dwelling Unit, if it is occupied by any structure built unauthorisedly by the Sub-Lessee, the Lessor and/or the Lessee will remove the same at the expense and the cost of the Sub-Lessee. Before exercising the right of re-entry, due notice to the Sub-Lessee shall be given by the Lessor and/or the Lessee to rectify the breaches within the period stipulated by the Lessor and/or the Lessee.

49. 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).
50. 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 the competent authority in respect of the building **SKA ORION**.
51. That all powers exercisable by the Lessor under the Deed may be exercised by the Chief Executive officer/Chairman 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/Chairman shall include Chief Executive Officer/Chairman 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/Chairman.

SCHEDULE OF FLAT/DWELLING UNIT

Residential Flat/Dwelling Unit bearing No.-----on the ----- **Floor** in Tower No. “-----” consisting of Three Bed Rooms, One Drawing, Dining Room, One Kitchen, Two toilets, Balconies, having a total super area measuring ----- **Sq.ft.** in the Group Housing Project “**SKA ORION**” situated at Plot No. GH-01A/2, Sector- 143B, Noida, District GautamBudh Nagar, (U.P.), along with undivided, impartibly, unidentified lease-hold rights in the portion of the said land underneath the building, consisting of several Blocks comprising the Complex, in proportion of the super area of the Said Flat/Dwelling Unit, as per the enclosed plan and bounded as follows:-

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

Loan Detail :-_____

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/NOIDA

(1) Name:
Address :-

(2) Name:
Address:

(3) Name :
Address:-

Signed for & on behalf of the
LESSEE

SUB-LESSEE/S

Particulars of Sub-Lease Executed by M/s Provence Developers Pvt. Ltd.

Name of the Complex	:	SKA ORION
Unit No.	:	-----/SKA ORION, Floor ----, Tower "-----".
Allottee(s) 	:	 Signature Signature
Sale Consideration	:	Rs. -----/-
Super Area of Unit	:	----- Sq.mtr. (-----sq.ft.)
Mortgage Details	:	_____

Name of Bank	:	_____
Sub-Lease Executed on	:	

This is to Certify that the Flat No.- -----/**SKA ORION** under consideration for Sub-Lease are as per the approved Occupancy Certificate Maps/Drawings and if at any stage it is found that the said flat is in contravention of approved OC (Occupancy Certificate) then Company will be held responsible

For- M/s Provence Developers Pvt. Ltd.