

**SUB-LEASE DEED**

Sale Consideration : Rs.  
Market Value : Rs.  
Stamp Duty @ 5% : Rs.  
Car Parking :  
Floor :  
Apartment No. :  
Carpet Area : ..... Square Metres (..... Square Feet)  
Exclusive Balcony Area : ..... Square Metres (..... Square Feet)  
Total Area : ..... Square Metres (..... Square Feet)  
Gym :  
Swimming Pool :  
Community Centre / Club :

Circle Rate @ ..... Per Square Metres Total Area +  
..... % i.e. Rs. .... for other Facilities, thus total Rs.  
..... Per Square Metres.



THIS SUB-LEASE DEED is made at Noida, Distt. Gautam Budh Nagar, on this ..... day of .....20...

**BY AND BETWEEN**

**MAX ESTATES 128 PRIVATE LIMITED (formerly Accord Hotels and Resorts Pvt. Ltd.) (CIN NO U55101DL2006PTC151422 & PAN NO. ....),** having its registered office at Max House, 1, Dr. Jha Marg, Okhla, New Delhi, PIN-110020, through its Authorized Signatory .....(Aadhar No. ....) duly authorized by the Board of Directors, vide Board Resolution dated ..... (hereinafter referred to as the "**Sub-Lessor**"), which expression shall, unless contrary or repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns of the **First Part**.

**AND**

**(FOR INDIVIDUALS)**

**(Sole / First Applicant)**

1. Mr./Mrs./Ms [•], (PAN [•] Aadhaar No. [•], son of [•], wife of [•], daughter of [•], residing at [•],

**(Second Applicant)**

2. Mr./Mrs./Ms [•], (PAN [•] Aadhaar No. [•]), son of [•], wife of [•], daughter of [•], residing at [•],

(hereinafter [individually] / [jointly] referred to as the "**Sub-Lessee(s)**", which expression shall unless repugnant to the context or meaning thereof, shall mean and include his/her/their respective legal heirs, legal representatives, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PART**.

**OR**

**(FOR PROPRIETORSHIP/ HUF/PARTNERSHIP FIRMS)**

M/s. [•], a proprietorship/ HUF/ Partnership Firm, having its registered office at [•], (PAN [•]), through its proprietor /karta/partner Shri/Smt [•], (Aadhaar No. [•]), hereinafter referred to as the "**Sub-Lessee(s)**", which expression shall unless repugnant to the context or meaning thereof, shall mean and include its present proprietor, karta / members, partner(s) and their respective legal heirs, legal representatives, executors, administrators, successors-in-interest and permitted assignees) of the **OTHER PART**.



OR

**(FOR COMPANIES/LLP)**

[M/s. [•], bearing CIN No [•], PAN [•], a company incorporated under the provisions of the Companies Act [1956/2013] / M/s. [•], bearing LLPIN No [•], PAN [•] a Limited Liability Partnership incorporated in accordance with the provisions of the Limited Liability Partnership Act, 2008] and having its registered office at [•] and acting through its [•] Shri.[•] (Aadhaar No [•]), [authorized vide board resolution/ duly authorized on its behalf] dated [•], (hereinafter referred to as the "**Sub-Lessee (s)**", which expression shall unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest, executors, administrators and permitted assignees) of the **OTHER PART**.

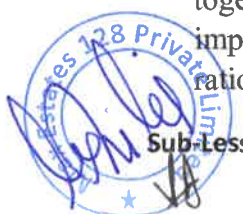
(hereinafter referred to as the "**Sub-Lessee**"), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their/legal heirs, executors, administrators, legal representatives and assigns of the **Second Part**;

**WHEREAS:**

- A.** Leasehold land situated at Plot No. TS-02 at Jaypee Greens Wishtown, Sector 128, Noida, Gautam Buddha Nagar, Uttar Pradesh admeasuring 40,468.56 Square Metres ("**Total Land**") was allotted by Yamuna Expressway Industrial Development Authority ("**YEIDA**") to the Jaypee Infratech Limited on leasehold basis, for 90 Years.
- B.** Accord Hotels and Resorts Private Limited thereafter executed and entered into a registered Sub-Lease Deed dated 02.12.2008 with Jaypee Infratech Limited with respect to the said "**Total Land**". The said Sub-Lease Deed was duly registered in the office of Sub Registrar I, Gautam Buddha Nagar, Uttar Pradesh on 02.12.2008 as document No. 4059, Book No.1, Volume No.1346, No. 361 to 406 and subject to covenants, terms and conditions of the said Sub-Lease Deed, the Sub-Lessor is authorized to develop and market and thereafter transfer the developed residential and commercial Apartments/ Units along with various facilities in favour of its Allottee/Sub-Lessee by executing the Sub-Lease Deed, for the un-expired period of Sub-Lease Deed.
- C.** Accord Hotels and Resorts Pvt. Ltd. subsequently changed its name on the record of the Registrar of Companies (ROC). It had further applied and received approval from Yamuna Expressway Industrial Development Authority vide its Letter No. YEA/Property//SDZ/7731/2022 dated- 30.12.2022, regarding the name change of the Sub-Lessor from Accord Hotels and Resorts Pvt. Ltd. to Max Estates 128 Pvt. Ltd.
- D.** Max Estates 128 Pvt. Ltd. has developed a project " on the said "**Total Land**" in Phases.
- E.** The 1<sup>st</sup> phase of the project named "**Estate 128**" has been registered with UPRERA vide Registration No. UPRERAPRJ446459.



- F. As per policy the “Sub-Lessor” had applied for grant of additional Floor Area Ratio (FAR) to New Okhla Development Authority (NOIDA). Pursuant to the said FAR application, the Competent Authority (NOIDA) granted in-principal approval of additional FAR on the above-mentioned “Total Land” vide Letter No. NOIDA/MW/2024/4213 dated 02.07.2024.
- G. The 2<sup>nd</sup> phase of the project has been developed on land area admeasuring 1083.33 Square Metres (“Project Land”) under the name “Estate 128 - II” (hereinafter referred to as “Project”).
- H. Whereas NOIDA granted the permission and approvals, more specifically the building plan dated 16.10.2024, to the said “Sub-Lessor” to carry out the construction on the aforesaid “Total Land”.
- I. The “Project” is duly registered under the Real Estate (Regulation and Development) Act, 2016 (“Act”) with UP RERA, vide Registration No.- UPRERAPRJ.....
- J. The said “Project” comprises a Residential Tower having a Basement + Ground Floor + 36 Floors besides other allied amenities as sanctioned by the Competent Authority.
- K. The “Sub-Lessor” is authorized to develop and market the said “Project”, the terms & conditions of the above said Allotment/Lease Deed/Sub-Lease Deed shall be mutatis-mutandis applicable on the “Sub-Lessee(s)”.
- L. The Sub-Lessor has got the building plans for the development of the said “Project” known as "ESTATE 128 - II" on the above said “Project Land” and has carried out internal development work comprising of site clearance, levelling, 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 concerned authorities and obtained sanction of the building plans for development and construction of the “Project” on the said “Project Land” and as such, developed residential Apartments / Units along with various facilities. The said “Project” shall hereafter be referred to as "ESTATE 128 - II" and has obtained the final layout plan, sanctioned plan, specifications besides other Approvals for development of the “Project” to be constructed on the said “Project Land”.
- M. The “Sub-Lessee” named above, applied to the Sub-Lessor for allotment of an Apartment/ Unit and the Sub-Lessor allotted Apartment/ Unit bearing No. .... on ..... Floor, ..... Tower, Carpet Area approximate ..... Square Metres (..... Square Feet) and of Total area admeasuring ..... Square Metres (..... Square Feet), built on Plot No.TS-02, Jaypee Greens Wishtown, Sector 128, Noida, Gautam Buddha Nagar, Uttar Pradesh along with ..... car parking(s) (hereinafter referred to as "Apartment/Unit"), together with undivided proportionate share in the common areas along with undivided and impartible lease-hold rights in the portion of the said “Total Land”, in proportion of the ratio of the total area of the said Apartment/Unit to the total area of the both Phases of



Sub-Lessor

Sub-Lessee

project more fully described in the Schedule given hereunder, on the terms and conditions as contained in the terms and conditions of Allotment dated ..... executed between the Sub-Lessor and the Allottee/Sub Lessee. Since the share/ interest of Sub-Lessee(s) in the common areas is undivided and cannot be divided or separated, the Sub-Lessee (s) shall use the common areas along with other residents of the project, maintenance staff etc., without causing any inconvenience or hindrance to them.

- N. The Sub-Lessee has carried out the inspection and verification of the title documents executed in favour of the Sub-Lessor, building plans of said Project/Apartment/Unit and has satisfied him/herself in respect to the final layout plan, sanctioned plan, specifications and Approvals of the Project as approved by the Competent Authority and about the status, right, title and interest of the Sub-Lessor over “**Total Land**” on which the Project has been constructed and 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/ Unit and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within both the Phases of the project.
- O. The Parties hereby confirm that they are signing this Sub-Lease Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Apartment/ Unit and the “**Project**”.
- P. The Parties, relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Sub- Lease Deed and Applicable Law(s), are now willing to enter into this Sub-Lease Deed on the terms and conditions appearing hereinafter.

**NOW, THEREFORE, THIS 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 Sub-Lessor, the receipt whereof the Sub-Lessor hereby admits and acknowledges, and the Allottee/Sub Lessee agreeing to observe and perform the terms and conditions herein contained and as contained in the Sub-Lease Deed executed between the antecedent Lessor and the Sub-Lessor and the terms and conditions of Application Form and Allotment Letter, executed between the Allottee/Sub-Lessee and the Sub-Lessor, the Sub-Lessor do hereby agrees to demise and the Allottee/Sub-Lessee agrees to take on Sub-Lease the Apartment/ Unit with all its sanitary, electrical, sewerage and other fittings and for clarity has been delineated on the plan attached hereto together with all rights and easements whatsoever necessary for the enjoyment of the Apartment/ 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.



Sub-Lessor

Sub-Lessee

2. That the Sub-Lessor doth hereby grants Sub-Lease of the said Apartment/Unit unto the said Sub-Lessee, for unexpired period of 90 years.
3. The vacant and peaceful possession of the Apartment/ Unit has been delivered to the Sub- Lessee simultaneously with the signing, execution and registration of this Sub-Lease Deed, and the Sub-Lessee has satisfied him/her/itself as to the area of the Apartment/ 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 at Plot No. TS-02, Jaypee Greens Wishtown, Sector 128, Noida, Gautam Buddha Nagar, Uttar Pradesh -201304 and the maintenance charges of the Project are applicable and payable by the Sub-Lessee from the date of the offer for possession of the Apartment/Unit. The Sub-Lessee has executed/is executing separate Maintenance Agreement of the said Project, and the Sub-Lessee shall be bound by all the covenants and conditions mentioned therein.
5. That the up-keeping and maintenance of the Project "ESTATE 128 - II" shall be carried out by the Maintenance Agency till it be handed over to the A.A.O. (Association of Apartment Owners) as mandate of UP Apartment Act-2010.
6. That the Sub-Lessor reserves its right to entrust the job of maintenance and upkeep of the common areas and facilities of the said Project and services thereon to its nominated Maintenance Agency which the Sub-Lessor may deem fit and proper. The Maintenance Agency shall be liable to perform maintenance related functions till and until the Association of the Apartment Owners is formed and maintenance and services handed over to the Association of the Apartment Owners in the said Project. The Maintenance Agency shall transfer the Interest Free Maintenance Security deposited (IFMS) by the Sub-Lessee after deducting default amount of maintenance due from the Sub-Lessee, if any.
7. The Apartment/ Unit are equipped with requisite metering system for recording the consumption of electrical energy from Government/utility provider's supply and power back-up. The power back-up facility in the said Apartment/ Unit shall be provided the Maintenance Agency through DG Sets installed in the project.
8. That for computation purpose, the total area means and includes the covered area, area of the balconies, cupboards, if any, lofts plus proportionate common areas such as Projections, corridors, passages, area under lifts and lifts rooms, staircases, underground/overhead water tanks, munties, entrance lobbies, electric substation, pump house, shafts, guard rooms, and other common facilities of the said Flat/Dwelling Unit and further Carpet Area means the net usable area of the Apartment/Unit including the area covered by the internal partition walls of the Apartment/Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony / verandah / open terrace area or any exclusive open terrace area. The Sub-Lessee shall get exclusive possession of the built-up area, i.e., carpet area, areas of balconies, area



Sub-Lessor

Sub-Lessee

of lofts and area of cub-boards, if any, of the Apartment/Unit. The title of the said Apartment/Unit is being transferred to the Sub-Lessee through this Sub- Lease Deed. The Sub-Lessee shall have no exclusive right, title or interest or title in the remaining part of the Project, such as, community centre, 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. however the Sub lessee shall have the right of ingress and egress in common areas. The right of usage of the common facilities is subject to the covenants herein contained and up-to-date payment of all dues.

9. That the Sub-Lessee shall not be entitled to claim partition of common area/community and of his undivided share in the "Total Land", as aforesaid, and the same shall always remain undivided and impartible and unidentified.
10. The Sub-Lessee undertakes to put to use the said Apartment/Unit exclusively for the residential purpose only and for no other use/mixed use whatsoever. Use of the said Apartment/Unit other than residential will render this Sub-Lease Deed liable for cancellation and the Sub-Lessee will not be entitled to any compensation whatsoever.
11. The Sub-Lessee shall be solely responsible for all its employees, worker, maids etc. and compliance of all provisions w.r.t their verifications, disputes etc.
12. That except for the transfer of said Apartment/Unit and all common easement rights attached therewith, the entire common areas and facilities provided in the project and its adjoining areas including the unclothed terrace/roof, unreserved open and covered parking spaces, community centre and facilities therein, storage areas etc. and the unallotted areas and Apartment/Unit, shopping areas, if any, shall remain the property of the Sub-Lessor and shall be deemed to be in possession of the Sub-Lessor, who has all the rights to deal with/dispose of these properties.
13. That the said Apartment/ 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/ Unit.
14. 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, cess, charges, levies and impositions, levied by the antecedent Lessor and/or any other local or statutory authority from time to time in proportion to the area of the said Apartment/ Unit from the date of allotment of the said Apartment/Unit by the Sub-Lessor.
15. 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 Sub-Lease Deed and the Allotment Letter and the terms & conditions of Allotment Letter and punctually observe



Sub-Lessor

Sub-Lessee

the same in respect of the said Apartment/ Unit sub leased to him/her/it. The Sub-Lease deed shall be deemed to be a part of this sub lease deed. The Sub- Lessee confirms that he has received a copy of the said lease deed.

16. That the Sub-Lessee shall not sell, transfer or assign, mortgage the whole or any part of the said Apartment/ Unit to anyone except with the previous consent in writing of the Sub- Lessor and on such terms and conditions including the transfer charges/ fees as may be decided by the Sub-Lessor or any relevant authority in this regard, from time to time and shall have to follow the rules and regulations prescribed by the Sub-Lessor/ relevant authority in respect of Lease-hold properties.
17. That whenever the title of the Sub-Lessee in the said Apartment/ Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sub-Lease Deed, Sub-Lease Deed and the terms and conditions of Allotment and the Maintenance Agreement referred to in this Sub-Lease Deed and Sub-Lessee will be answerable in all respects to the Sub-Lessor therefore in so far as the same may be applicable and relate to the said Apartment/ Unit.
18. **a)** That whenever the title of the said Apartment/ 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 Sub-Lessor 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 Maintenance Agency and obtain the No Dues certificate from the Sub-Lessor or its nominee or the Association of Apartment Owners, as the case may be and No Dues for the Society Maintenance from the Sub-Lessor or its nominee(s) before effecting the transfer of the said Apartment/ Unit, failing which the transferee occupying the said Apartment/ Unit shall have to pay the outstanding dues to the 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 Sub-Lessor and 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, Sub-Lessor or any other Government Agency.  
  
**c)** The transferee or the person on whom the rights of the deceased devolve, shall furnish to the Sub-Lessor and to the nominated Maintenance Agency-certified copies of documents evidencing the transfer or devolution.
19. That notwithstanding the reservations and limitations as mentioned above, the Sub-Lessee shall be entitled to sublet the said Apartment/ Unit for purposes of residential use only in accordance with law.

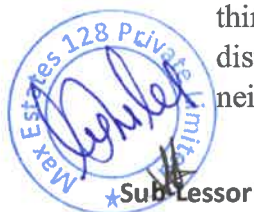


Sub-Lessor

Sub-Lessee



20. That the Sub-Lessee may mortgage the said Apartment/ Unit in favour of the State or Central financial institutions /commercial banks etc., for raising loan with the prior permission of the Sub-Lessor in writing before execution of Sub-Lease Deed. Subsequent to the execution of this Sub-Lease Deed, the Sub-Lessee can mortgage the said Apartment/ Unit with the prior permission of the Sub-Lessor. Provided that in the event of sale or foreclosure of the mortgaged or charged property, the Sub-Lessor shall be entitled to claim and recover such percentages as may be decided by the Sub-Lessor of the unearned increase in the value of the said Apartment/ Unit as first charge, having priority over the said mortgage charge. The decision of the Sub-Lessor in respect of the market value shall be final and binding on all the parties concerned. Provided further the Sub-Lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Sub-Lessor of the unearned increase as aforesaid. The Sub-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.
21. That the Sub-Lessor and/or the Maintenance Agency and their employees shall have the right to enter into and upon the said Apartment/ Unit, lawn and terrace area in order to inspect, carry out repair work from time to time at all reasonable times of the day after giving two days prior notice to the Sub-Lessee, except in case of emergency during the term of the Sub-Lease.
22. That the Sub-Lessee shall from time to time and at all times pay directly to the local Government/ Central Govt./ Local Authority or Sub-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 Sub-Lease deed be assessed, charged or imposed upon the said Apartment/ Unit hereby transferred.
23. So long as each said Apartment/ 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/ Unit to the Maintenance Agency or to the Sub-Lessor, who on collection of the same from all the Sub-Lessee(s) of the Project shall deposit the same with the concerned Authority/Lessor.
24. 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/ Unit.
25. (a) The Sub Lessee will not carry on, or permit to be carried on, in the said Apartment/ 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 Sub-Lessor may be a nuisance, annoyance or disturbance to the other owners/occupants of the project and persons living in the neighbourhood.



(b) The Sub-Lessee will obey and submit to all directions, issues and regulations made by the Sub- 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 project.

26. 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 Apartment/ Unit or on the open or covered Car Parking space by the Sub-Lessee shall be liable to be removed at his (Sub -Lessee's) cost by the Sub- Lessor and /or by the Maintenance Agency with the prior approval of the Sub- Lessor. The charges levied by the Sub-Lessor in this regard shall be final and binding on the Sub- Lessee.
27. That the Sub-Lessee shall on the determination of the Sub-Lease of his share in the "Total Land", peaceably yield up the proportionate interest in the "Total Land" (with developments thereupon), as aforementioned, unto the Sub- Lessor with/without removing the superstructure within the stipulated period from the "Total Land".
28. That the Project alongwith lifts, pump houses, generators, etc., may be insured against fire, earthquake and civil commotion at the expense of the Sub-Lessee by the Sub-Lessor or the Maintenance Agency 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 or permit to be done any act which may render void or voidable any insurance in any part of the said project or cause increased premium.
29. That the Sub-Lessee shall maintain the said Apartment/ 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 Project. Further, he will allow the Project maintenance teams access to and through the said Apartment/ 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 unit/s, etc., nor violate the rules or bye-laws of the Local Authorities or the Association of the Sub-Lesseees.
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 Project as provided in the U.P. Apartment Act 2010. Only common services shall be transferred to the Association. Unsold Flats/Dwelling Units and independent areas of the limited common use shall not be handed over to the Association and will be owned by the Sub-Lessor and may be sold to any agency or individual/entity as the case may be on any terms as the Sub- Lessor 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.



31. That the Sub-Lessee may get insurance of the contents lying in the said Apartment/ Unit at his own cost and expense. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in the Apartment/ project or any part thereof. The Sub-Lessee shall always keep the Sub-Lessor or its Maintenance Agency or Association of Apartment Owners, harmless and indemnified for any loss and/or damages in respect thereof.
32. That the Sub-Lessee shall not damage or cause any harm to the peripheral walls, front, side, and rear elevations of the said Apartment/ 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. construction or alteration of any kind will be allowed on exclusive attached courtyard on ground floor Apartment/ Units and attached terraces, if any, on upper Apartment/ 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 project.
34. That Sub Lessee will not erect or permit to be erected any part of the Apartment/ Unit/ project 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 Sub- Lessor in writing.
35. That the Sub-Lessee shall not exercise its option of determining the lease to hold the Sub- Lessor 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 Sub Lessee/tenant of the Sub-Lessee shall not display or exhibit any picture poster, statue or their articles which are repugnant to the morals or are indecent or immoral. The Sub Lessee/tenant of the Sub-Lessee shall also not display or exhibit any advertisement or placard in any part of the Apartment/ Unit/ project.
37. That the Sub-Lessee shall not remove any walls of the said Apartment/Unit including load bearing walls and all the walls /structures of the same shall remain common between the Sub-Lessee and owners/occupants of the adjacent Apartment/Units.
38. The Sub-Lessee may undertake minor internal alterations in his Apartment/Unit only with the prior written approval of the Sub-Lessor. The Sub- Lessee shall not be allowed to affect 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 or common areas or the project.
- (ii) Changes that may affect the facade of the Apartment/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 project

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

- (i) No changes in the internal lay-out of the Apartment/ Unit should be made without consulting a qualified structural consultant and without the written permission from the Sub- 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 project. The plumbing Network inside the Apartment/Unit is not tampered with or modified in any case.
- (iv) Use of acids for cleaning the bathrooms & 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, if any, of his Apartment/Unit by any structure, whether permanent or temporary.
- (ix) The Sub Lessee shall ensure that all water drains in the Apartment/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 avoid random parking of his/her vehicle and use only the allotted car parking space as provided by the Sub-Lessor.



★ Sub-Lessor

- (xi) In case Sub- Lessee rents out the Apartment/Unit, he/she is required to submit all details of the tenants to the Maintenance Agency/Association of Apartment Owners. The Sub-Lessee will be responsible for all acts of omission and commission of his/her tenant. The project 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/Unit and only the designs approved by the Sub-Lessor will be permitted for installation.

40. It is agreed between the Parties, in case any damage is caused to an adjacent unit or common area, or to the project on account of any act, negligence or default on part of the Sub-Lessee(s) or their employees, agents, servants, guests, or invitees or any other act or omission of the Sub-Lessee or their employees, agents, servants, guests, or invitees as mentioned under this Sub-Lease Deed, the Sub-Lessee(s) shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Sub-Lessor or its maintenance agency, whose decision in this regard shall be final and binding on the Sub-Lessee(s).

41. 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.

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

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

44. That the Sub-Lessor shall be entitled to recover all dues payable to it under this Sub-Lease Deed by the Sub Lessee as arrears of land revenue without prejudice to its other rights under any other law for the time being in force.

45. That in case of any breach of the terms and conditions of this Sub-Lease Deed by the Sub- Lessee, and/or breach of terms and conditions of the Sub-Lease Deed executed between the antecedent Lessor and the Sub-Lessor and terms and conditions of Allotment for said Apartment/ Unit between the Sub-Lessee and the Sub-Lessor, the Sub-Lessor will have the right to re-enter the said Apartment/ Unit after determining the lease hold rights in respect thereof. On re-entry of the said Apartment/ Unit, if it is modified by any structure built in any unauthorized manner by the Sub-Lessee, the Sub-Lessor 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 Sub-Lessor to rectify the breaches within the period stipulated by the Sub-Lessor.



Sub-Lessor

Sub-Lessee

46. That all notices, orders and other documents required under the terms of this Sub-Lease Deed 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).
47. That the declaration as provided in the section 12 of U.P. Apartment Act, 2010 has been submitted by the Sub-Lessee in the office of competent Authority in respect of the Group Housing Project viz. "Estate 128 - II".

**SCHEDULE OF APARTMENT/ UNIT**

....., having a Total Super area approximate ..... Sq. Ft. (..... Sq. Metres) (and of Carpet area admeasuring ..... Square Metres ( ..... Square Feet) along with ..... no. of car parking spaces in the Project "ESTATE 128 - II", built on Plot No. Plot No. TS-02 at Jaypee Greens Wishtown, Sector 128, Noida, Gautam Buddha Nagar, Uttar Pradesh 201304 along with undivided, impartible, unidentified lease-hold rights in the portion of the said "Total Land" underneath the building, consisting of several Towers comprising the project, in proportion of the super area of the Apartment/ Unit, as per the enclosed plan and bounded as follows:-

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

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

In presence of:

**Witnesses:**

(1)

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

Signed for & on behalf of the  
**SUB-LESSEE(S)**



Sub-Lessor

Sub-Lessee