



Since the Project is being developed on leasehold land, the Sub-lease Deed will be executed on the format provided by Greater Noida Industrial Development Authority (GNIDA), after receipt of the Occupation/ part Completion Certificate. The Proposed draft is as below.

## TRIPARTITE SUB-LEASE DEED

FOR LAND AND SALE OF SUPERSTRUCTURE OF RESIDENTIAL

### UNIT

Present Market value	: Rs. [●]
Sale Consideration	: Rs. [●]
Super Area	: Sq. Ft. (i.e. Sq. Mtrs. Approx)
Carpet Area	: Sq. Ft. (i.e. Sq. Mtrs. Approx)
Built-up Area	: Sq. Ft. (i.e. Sq. Mtrs. Approx)
Stamp Duty @ ....%	: Rs. [●]
Car Parking	: [●] Car Parking
Unit/ Flat No.	: [●]
Tower	: [●]
Floor	: [●] Floor

Total Floor : [●]  
Project : [●]  
UPRERA Reg. No. : [●]  
Phase : [●]  
Swimming Pool : Yes  
Club : Yes  
Gym : Yes

Circle Rate @ ₹..... Per Sq.mtr. +..... % i.e. ₹..... for Facilities, thus Total ..... Per Sq.  
mtr.

(According to Govt. Circle Rate List mentioned on Page No....., Sr. No....., Software V-Code  
is ....., Floor rebate is as per Rate List.)

**THIS SUB-LEASE DEED** (“Sub Lease Deed”) is made at Greater Noida Distt. Gautam Budh Nagar, on this [●]day of [●] 20[●].

## **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 “**LESSOR**”) which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) (through [●] (Employee Code No. [●] Aadhar No. [●]) S/o [●], [Designation], [Address], Authorized vide power of attorney dated [●] duly registered before the Sub-registrar at [●] as Document No. [●], in Vol. [●], Binding No. [●], Page No. [●], Serial No. [●]) of the **FIRST PART**;

## **AND**

**AURA INFRA BIZ LLP** (LLPIN: AAV-1372) (PAN NO ABTFA6211H), having its registered office at A 19 Sector 63 Noida, Uttar Pradesh, India - 201301 acting through its Authorized Signatory [●] S/o [●] R/o [●] duly authorised by its Partners vide Resolution dated [●] (hereinafter referred to as the “**Developer**”), which expression shall, unless contrary or repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns of the **SECOND PART**.

## **AND**

**LOTUS SRS BUILDTECH PVT. LTD.** a company existing under the provisions of Companies Act, 2013 having its registered office at A-118/1, 3rd Floor Vikas Marg, Shakarpur, New Delhi— 110092 acting through its Authorized Signatory [●] S/o [●] R/o [●] duly authorised by its Board of Directors vide Resolution dated [●] (hereinafter referred to as the “**Lessee**”), which expression shall, unless contrary or repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns of the **THIRD PART**;

AND

1. \_\_\_\_\_  
R/o \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_

(Pan No: \_\_\_\_\_, Adhar No. \_\_\_\_\_)

Contact No. \_\_\_\_\_

2. \_\_\_\_\_  
R/o \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_

(Pan No: \_\_\_\_\_, Adhar No. \_\_\_\_\_)

Contact No. \_\_\_\_\_

(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, successors, nominees, executors, administrators, legal representatives and assigns of the **THIRD PART**.

**WHEREAS:**

- A. The Lessor launched a scheme for the allotment of group housing plots under Scheme No. BRS01/2014-15 (“**Scheme**”) for the development of Group Housing/Builders Residential Plots/Flats in different sectors of Greater Noida, District Gautam Budh Nagar, Uttar Pradesh.
- B. The consortium member, Grand Realtech Limited, along with its associate companies (hereinafter collectively referred to as the “**Consortium**”), applied to the Lessor for the allotment of Plot No. GH-04, Sector-12, Greater Noida (West), District Gautam Buddha Nagar, Uttar Pradesh, measuring approximately 60,000 square meters (hereinafter referred to as the “**Larger Plot**”), under the said Scheme.
- C. The Lessor allotted the Larger Plot to the Consortium via the Allotment Letter dated 07.08.2014, bearing No. PROP/BRS-01/2014-15/1587, under the terms and conditions mentioned therein.

- D. The Larger Plot was later sub-divided into Plot No. GH-04A and GH-04B, each measuring 30,000 square meters, as per the letter dated 26.04.2016, bearing No. PROP/BRS-01/2014-15/2016/561, issued by the Lessor.
- E. Plot No. GH-04A, situated at Sector-12, Greater Noida (West), Gautam Budh Nagar, Uttar Pradesh, measuring 30,000 square meters (hereinafter referred to as the “**Project Plot**”), was leased by the Lessor to the Lessee vide the lease deed dated 28th April 2016, bearing document No. 20344, in Book No. 1, Volume No. 10907, on pages 331 to 374, duly registered in the office of Sub-Registrar Sadar, Gautam Buddha Nagar on 29.04.2016 (“**Lease Deed**”), under the terms and conditions mentioned therein.
- F. The Lessee took possession of the Project Plot on 20th May 2016, as per the Possession Letter dated 20.05.2016, bearing No. Prop/BRS/2016/710. The Project Plot is more particularly delineated in the map annexed in **Schedule I** hereto.
- G. In terms of the Lease Deed, the Lessee was entitled to develop group housing project on the Project Plot subject to the development norms prescribed in the Lease Deed, the Floor Area Ratio (“**FAR**”) as permitted to it and as per other applicable building bye-laws, regulations and directions of the Lessor.
- H. Vide a Joint Development Agreement executed on [Insert Date] and registered in the office of Sub-Registrar Sadar, Gautam Budh Nagar on [Insert Date], vide [Document Details] (hereinafter referred to as the “**Agreement**”) executed between the Lessee and the Developer, the Developer was granted all development rights of the Project Plot including the rights to carry out construction, development, marketing and sale of the residential units / project on the Project Plot and undertake such other actions and exercise such other rights as specified in the said Agreement.
- I. The Project Plot is earmarked for the purpose of group housing project, comprising of multi-storied apartments / buildings / having residential and commercial apartment / spaces). Accordingly, the Developer decided to develop the group housing project by the name of [●] (“**Project**”) on the Project Plot in phases.

- J. Thereafter, the Developer obtained the requisite permissions and approvals, for the development of the group housing project on the Project Land.
- K. It is expressly stated and understood between the Parties that the Project developed/proposed to be developed on the Project Land comprises phases consisting of multiple towers. However, the Lessee/Developer has obtained sanctioned building plans from the Lessor for Phase 1 in the Project proposed to be developed on land measuring [●] forming part of the Project Plot (“hereinafter referred to as “**Project Land**”) and is more particularly delineated in the map annexed in **Schedule I** hereto. The remaining Phases and its towers will be developed in the future on the balance part of the Project Plot based on the revised building plan of the Project as per applicable FAR of the Project. These Phases has been shown and approved by the Lessor as future development/expansion in the sanctioned building plans. The Sub-Lessee will not have any claims or disputes of any kind regarding this future development. It is clarified that the proposed Phases , to be developed in the future, will be an integral part of the Project and will share all the common areas and facilities of the Project with Phase I.
- L. The Phase 1 of the Project comprising of [ ] towers in the Project along with other common area and facilities of the Project (“**Phase 1**”) has been registered by the Developer under the provisions of the Real Estate (Regulation & development) Act, 2016 and the rule and regulations made thereunder with the Uttar Pradesh Real Estate Regulatory Authority (UPRERA) vide Registration No. [●] dated [●]. It is further clarified that the proposed Phases to be developed by the Developer in the future will be registered by the Developer as the second phase of the Project.
- M. Pursuant to the registration of the Phase I, the Developer 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 Lessor and obtained sanction of the building plans for development and construction of Phase I on the Project Land and as such, have constructed multi-storied complex and each consisting of several flats/dwelling units, club, commercial spaces, gymnasium, swimming pool, service building, etc.
- N. The Lessee has right to allot to its applicants / allottees, the dwelling units in the above said housing complex, including undivided proportionate share underneath the

building/tower in project land, common areas and facilities, appurtenant to the dwelling units on such terms, as decided by the Lessee.

- O. The Sub-lessee, after having demanded, seen and examining all the necessary documents and deeds, including the Lease Deed, Letter of Possession of the Project Plot, approved sanction plans, above-mentioned Agreements, has fully acquainted and satisfied himself / itself with the title of the Lessee as well as the Developer over the said Project Land/Project Plot, building plans, and other relevant documents, and as to their lawful right to construct the said Project/Phase 1 and permissible commercial spaces etc., thereon, and further to sell the apartments / units constructed on the said Project Land/Project Plot, and having fully understood all limitations and obligations of the Lessee / Developer including the right of the Developer to undertake future development in the Project as disclosed to the Sub Lessee, has applied for allotment / purchase of a residential flat / apartment / commercial space / unit in the said Project/Phase 1; and the Lessee and the Developer has agreed to allot the same to the Sub-lessee on the terms mutually agreed and as recorded hereinafter.
- P. Pursuant to the Sub-lessee's application for allotment of a dwelling unit in Phase 1 of the Project, and relying upon the statements, representations and assurances made by the Sub-lessee at various stages, the dwelling unit bearing Flat No. [•] on [•] Floor in Tower [•] of the Project having carpet area of approx. [•] sq. mtr. ([•] sq. ft.) together with proportionate rights to use the common covered area, including all easement rights attached thereto (hereinafter referred to as the "Apartment" / "Unit", the Floor Plan of which is annexed hereto and marked as **Schedule - II**) along with undivided and impartible lease-hold rights in the portion of the Project Land underneath the building, consisting of several Blocks comprising in Phase - I, in proportion of the ratio of the carpet area of the said Unit to the total super area in the units comprised in Phase I, had been allotted in favour of the Sub-lessee on the terms and conditions mentioned in the allotment letter dated [•]. Subsequently, the Developer and the Sub Lessee have entered into an agreement to sub lease dated [●] ("**Agreement for Sub Lease**") to record the terms and conditions for the allotment of the said Unit in favour of the Sub Lessee. On the basis of the representations made, and consideration paid in the manner as provided under the Agreement for Sub Lease by the Sub-lessee, the Lessee and the Developer has agreed to transfer, convey and deliver the said Unit to the Sub-lessee as per terms contained under the present Sub-Lease Deed. The Sub-Lessee has agreed to observe the covenants, terms and conditions as laid down in the abovementioned Lease Deed (executed between the Lessor and the Lessee) and also



the terms and conditions specified in the Agreement for Sub Lease (executed in favour of the Sub-lessee).

- Q. The Developer has since completed the construction of the tower in which the said Unit is situated and vide letter bearing reference no. [●] dated [●] has obtained the occupation certificate for the tower in which the said Unit is situated from the Lessor and has offered the Sub-Lessee to take possession of the said Unit subject to the payment or necessary charges and execution of certain documents are required by the Developer.
- R. The Sub-lessee hereby confirms that he / she has understood that the Project, including the tower in which the Unit is located, common areas, amenities, club and other services developed and handed over along with, common areas, amenities and facilities proposed to be developed in the Project as more clearly described and depicted in the layout plan as sanctioned / approved by the Lessor.
- S. The Sub-lessee has also understood that the construction, structures, facilities and amenities and their earmarked uses may be modified / amended by the Lessee/ Developer in accordance with the approvals received / to be received from the Lessor and other competent authorities, at any stage, as per the applicable laws, to which the Sub-lessee shall have no objection, and such changes / modifications shall be binding on the Parties. The Sub-Lessee further agrees, accepts, and acknowledges the right of the Developer to undertake future development in the Project as per the disclosures made by the Developer.
- T. The Sub-lessee has carried out independent inspection of the building plans and building of the said Unit and has also satisfied himself / herself as to the soundness of structure and construction thereof as well as conditions and descriptions of all fixtures and fittings, installed and / or provided therein. The Sub-lessee has also inspected the common areas, amenities and passages, appurtenant to the said Apartment / Unit and also the nature, scope and extent of the undivided interest in the common areas and facilities, within the said Project / Phase - I and agreed to take over the possession of his / her Apartment / Unit and enter into the present Sub-lease Deed.
- U. The Sub-lessee acknowledges that the Lessee/Developer is within its sole discretion and authority to carry out further construction / expansion in the left-out area in the Project in accordance with the sanction plans. The Lessee/Developer agrees and

undertakes that it shall not make any changes to the approved plans except in strict compliance with Section 14 of the RERA Act, 2016 and other laws as applicable. The drawings and the plans of the Project have been displayed at the site office of the Project, at the marketing & sale office and on the official website of the Developer and also the website of UPRERA Authority.

V. The Parties have gone through all the terms and conditions set-out in this Sub-lease Deed and understood the mutual rights and obligations detailed herein.

W. The Parties hereby confirm that they are executing this Sub-lease Deed with full knowledge of all the laws, rules, regulations, notifications etc. applicable in the State of UP and related to the project and total project.

X. In accordance with the terms and conditions set-out in this Sub-lease Deed and as mutually agreed upon by and between the Parties, the Lessee hereby agrees to sub-lease and the Sub-lessee hereby agrees to take on sub-leasehold basis, the Apartment, the particulars of which have been set-out herein.

### **NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

In consideration of the amount of Rs. [•]/- (Rs. [•] Only) which includes the cost of superstructure and the undivided proportionate interest in the land underneath the building / tower where the Unit is situated, paid by the Sub-lessee, the receipt of which is hereby acknowledged, the Lessee and the Developer does hereby transfers, conveys and sub-lease to the Sub-lessee the above said dwelling Apartment / Unit bearing Flat No. [•] on [•] Floor in Tower [•] having super area of [•] sq. ft. (or [•] sq. mtrs.) and covered / built-up area of [•] Sq. Ft. (i.e. [•] Sq. Mtrs.) and carpet area (as per RERA) of [•] sq. ft. (or [•] sq. mtrs.) alongwith sanitary, electrical and other fittings & fixtures of the Phase 1 of the Project i.e. '[●]' developed upon the Project Land, the details of which are more particularly described in Schedule of dwelling Apartment / Unit and plan annexed hereto, together with undivided, impartible, unidentified leasehold

interest in the land underneath the building / tower where the Unit is situated for the un-expired period of 90 years commencing from [28.04.2016], on the following terms and conditions:

1. The vacant and peaceful possession of the above-described dwelling Apartment / Unit has been handed over to the Sub-lessee. The Lessor has received one time lease rent of the Project Land from the Lessee, and the Sub-Lessee is not required to pay any lease rent to the Lessor during the lease period. In case of any government demand in that regard, the same shall be dealt with and paid by the Sub-lessee only.
2. That the Sub-lessee without any rebate or deduction whatsoever shall pay to the Lessor any and all other taxes, charges, levies and impositions, payable for the time being by the Lessee in relation to the proportionate share of the Sub-lessee in the Project land underneath the tower where the Apartment / Unit is situated.
3. That the upkeep and maintenance of common / open areas and facilities in the Project shall be discharged by the Developer (or its nominee / assignee) through a maintenance agency (“**Maintenance Agency**”). The Sub-lessee agrees to execute a separate Maintenance Agreement with said Maintenance Agency and strictly adhere to same and to promptly pay all demands, charges, bills etc. raised by the said Maintenance Agency. The Sub-lessee undertakes to abide by all the rules / byelaws framed by the Maintenance Agency for the Project. The Sub-lessee understands and acknowledges that the Maintenance Agency shall be appointed on a principal-to-principal basis, and the Sub-lessee hereby agrees and confirms that Maintenance Agency shall be solely and exclusively liable (be it tortuous, vicarious, civil or criminal) for its acts of omission and commission in rendering the services to the Sub-lessee. The Sub-lessee hereby expressly discharges the Developer (or its nominee / assignee) from the effects of any act, omission, negligence or deficiency in services on the part of the Maintenance Agency.
4. That the Sub-lessee shall pay prevailing taxes, charges, levies and impositions payable for the time being by the Sub-lessee as occupier of the said dwelling Apartment / Unit, as and when, the same becomes due or payable. In addition, thereto, the Sub-lessee shall pay all other liabilities, charges for repairs, maintenance and replacement etc., as per maintenance agreement executed separately between the Sub-lessee and /Developer (its nominee / assignee / Maintenance Agency, as the case may be).

5. The Sub-Lessee(s) agrees and accepts that he/she shall be responsible for paying requisite charges relating to the maintenance or all other society charges, which includes power back-up, club, taxes and society charges etc. All the works relating to the maintenance may be assigned to any company/agency by the Developer.
6. That the usage rights of [•] dependent car parking spaces (being Car Parking No. [•] in anywhere in the parking for the Project [is / are] made available inside the Project to the Sub-lessee, and the said car parking shall always be treated as integral part of the above said Apartment / Unit, and the same shall not have any independent legal entity detached from the said Unit. The Sub-lessee has been explained that the said dependent car parking shall be used by the Sub-lessee as per terms and conditions of the maintenance agreement executed separately between the Sub-lessee and Developer (or its nominee / assignee, as the case may be).
7. That for the computation purpose, the Unit / Apartment area shall mean and include the built-up covered area of the dwelling Apartment / Unit — comprising of carpet area of dwelling Apartment / Unit, area under walls, half area under partition walls, full areas of balconies(s), cupboard(s), spaces, projections, service shaft(s), service shaft(s), terrace(s), garden(s), if any, attached to the dwelling Apartment / Unit — plus proportionate share of all the common areas such as:
  - foundations, columns, girders, beams, supports, main walls, roof, halls, corridors, lobbies, stairways, fire-escapes and entrances and exits of the building;
  - basements, cellars, wards, parks, gardens, community centres and parking areas of common use except covered parking,

- The premises for the lodging of janitors or persons employed for the management of the property;
- Installations of central services, such as, power, light, gas, hot and cold water heating, refrigeration air conditioning, incinerating and sewerage; the elevators, tanks, pumps, motors, fans, cable pipe little (TV, gas electricity etc.) rain water harvesting system, compressors, ducts and in general all apparatus and installations existing for common use;
- such other community and commercial facilities except shops, school as may be specified in the byelaws, and
- all other parts of the property necessary or convenient to its existences, maintenance and safety, or normally in common use.

The Sub-lessee shall get exclusive leasehold rights and possession of the built-up covered area of dwelling Apartment / Unit along with undivided, impartible, unidentified leasehold interest in the land underneath the building / tower where the Unit is situated — calculated in proportion of the area of the said dwelling Apartment / Unit to the total land / ground area of the building where the Unit is situated. The Sub-lessee shall have all the rights, interests or title jointly in the remaining part of the Project comprising of all common areas and facilities such as specified above including the right of ingress and egress in common areas, which shall be enjoyed jointly

by all the sub-lessees in the proportionate ratio of the carpet area of their respective dwelling apartment / unit to the total FAR of the Project. The right of usage of the common facilities is subject to the covenants herein and up to date payments of all dues.

8. The Sub-lessee shall have no claims, rights, title or interests of any nature or kind whatsoever or in respect of all or any open spaces, common areas, facilities, equipment, infra-structure, lobbies, staircases, lifts, terrace / roof within the Project. However, the Sub-lessee shall only have the right to enjoy the benefits of the open spaces, common areas, facilities, equipment, infra-structure, lobbies, staircases and lifts subject to regular payment of maintenance charges as may be levied and demanded by the Maintenance Agency. Further, the Sub-lessee or any other person(s) claiming through the Sub-lessee shall not be entitled to bring any action for partition or division of the common areas and facilities, or any part thereof. The Sub-lessee doth hereby agrees and confirms that Sub-lessee shall not create any blockages, obstructions, elevations or constructions in the common areas and spaces and shall indemnify the Lessee for any losses and damages to the Lessee for any of its acts of omissions or commissions in this regard.

9. That the Lessee, Developer and the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions, which are contained in the said Lease Deed executed between the Lessor and the Lessee and shall observe the same as applicable

in relation to the land and the Unit being sub-leased under these presents.

10. The Sub-lessee understands and acknowledges that the Lessee/Developer (or its nominee / assignee) may carry out development of other phases within the Project Plot, and that such other phases may be adjoining to Phase I where the Apartment / Unit is situated. Further, the essential / common facilities and amenities of such phases shall be interlinked and interconnected with each other, in the manner deemed fit by the Developer (or its nominee / assignee), in compliance with applicable law.
11. The Sub-lessee agrees and acknowledges that rights, title and interests of the Sub-lessee (subject to the provisions of this Sub Lease Deed) shall be limited to the Phase I upon the Project Land within which the Apartment / Unit is situated; and shall not extend to the larger development / other projects and phases, if any. The Developer (or its nominee / assignee) or the Maintenance Agency shall have a right to restrict or moderate the access / usage, by Sub-lessee, of the common areas, facilities and amenities of the other projects / phases if any; and the Sub-Lessee shall not have objection to the same.
12. That any transfer, sale, assignment, conveyance or otherwise parting with the possession of the said dwelling Apartment / Unit by the Sub-Lessee, will attract the requirement of payment of then

prevailing transfer charges and obtaining No-objection Certificate (NOC) from the Developer (or its nominee / assignee) / Maintenance Agency, in addition to whatsoever other amount as payable to the Lessor. The decision of the Lessor / Developer (or its nominee / assignee) in respect of the transfer charges and permission for transfer will be final and binding upon the Sub-Lessee.

13. That the Sub-Lessee shall not mortgage the said dwelling Apartment / Unit for securing any loan at any stage except with the prior written permission of the Lessor, which shall be obtained, or given by the Lessor, as per terms of this Deed and the Lease Deed executed between the Lessor & Lessee. The Sub-Lessee shall obtain appropriate 'NOC' from the lessee/lessor (or its nominee / assignee/Developer) in that regard.

Provided that in the event of the sale or forfeiture of the mortgaged or charged property, the Lessor shall be entitled to claim and recover the amount payable to the Lessor on account of the unearned increase in the value of the proportionate undivided interest of the said mortgaged or charges property in the land underneath the building / tower where the Unit is situated as aforesaid. The amount of Lessor's share of the said unearned increase shall be the first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value of the land and the amount payable by the Sub-Lessee to the Lessor shall be final and binding upon all concerned parties.

14. In case, the Sub-Lessee has obtained loan from any bank / financial institution on the above said Apartment / Unit, the Sub-Lessee hereby undertakes to pay the dues of such bank / financial institution in exclusion to the Lessee/Developer herein.
15. Notwithstanding the restrictions, limitations and conditions mentioned herein above, the Sub-Lessee shall be entitled to



create tenancy of the whole of the dwelling Apartment / Unit for the purposes of the private residential dwelling only

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16. That wherever the title of the Lessee / Sub-Lessee in the said dwelling Apartment / Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained herein or contained in the Lease Deed (executed between the Lessor and the Lessee) and such transferee shall be responsible and liable answerable in all respects thereof, insofar as, the same may be applicable and relate to the said proportionate land or the dwelling Apartment / Unit.
17. That in the event of death of the Sub-Lessee, the person on whom the title of the deceased devolves, shall within three months of such devolution, give notice of such devolution to the Lessor and the Lessee/Developer (or its nominee / assignee). The stake holders/ successors/legal heirs of the Sub Lessee shall be liable to execute necessary documents for transfer of the Apartment / Unit on payment of fees in the records of Lessor and Lessee/Developer (or its nominee / assignee).
18. That the Sub-Lessee shall, at all times, pay directly to the Lessor, all government dues or any other dues of authority, local bodies existing or to exist in future including but not limited to all rates, taxes charges and assessments leviable by whatever name, in respect of the Project Land or the dwelling Apartment /

Unit, which are now or may at any time hereafter or during the continuance of this Sub-lessee Deed be assessed, charged or becomes due or imposed upon the dwelling Apartment / Unit hereby transferred to the Sub-Lessee or its tenant / occupant in respect thereof.

19. That the Lessee/Sub-Lessee shall in all respect comply with and remain bound by law, Rules concerning building, drainage, and other by-laws of the Greater Noida Industrial Development Authority or other competent Authorities for the time being in force or whenever becomes applicable in future. Alongwith abovesaid, all the terms & conditions of the brochures of Scheme, allotment building bylaws and amended from time to time shall be binding upon Lessee/ Sub-Lesseees.

20. That the Lessee Sub-Lessee shall not without the sanction and permission of the Lessor in writing, erect any building or make any alteration or otherwise subdivide or amalgamate the above said transferred/ Sub-Leased dwelling Apartment / Unit. There shall be no temporary or permanent coverage of balcony or common areas, passages, space etc. In case of breach of this covenant by the Sub Leasee, the Sub-lessee shall be solely responsible and liable for penal and other legal consequences.

21. That the Sub-Lessee will use the dwelling Apartment / Unit exclusively for residential purpose and for no other purposes. Under no circumstances shall the Sub-Lessee shall contravene the

safety provisions while using / occupying the above said dwelling Apartment / Unit. In violation, the Sub- Lessee shall be solely responsible and liable for the consequences as per law.

22. That the Sub-Lessee shall not in any manner whatsoever encroach upon the common land/ areas, and facilities and services not handed over to him / her under these presents. All unauthorized constructions / encroachments made shall be removed at the cost and consequence of the Sub-lessee.
23. That the Sub-Lessee of ground floor dwelling unit in the Project will be entitled to the use of the seating area / balcony earmarked for such flats, for the limited purpose of keeping the same as green. No construction, either temporary or permanent is permitted other than pool and landscape features on such seating areas / balconies. The right of Sub-Lessee shall however be subject to provisions of U.P. Ownership of Flats Act, 1975 and Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 with all subsequent amendments.
24. That the / Developer(or its nominee / assignee) or Maintenance Agency (or associate or any other company of the Developer/) shall charge from the Sub-lessee proportionate share as may be determined by the Developer (or its nominee / assignee)/ Maintenance Agency of all deposits and charges paid or payable for consumption of electricity for power back-up and common areas. The Sub-lessee agrees to enter into and execute the power

supply agreement and / or all or any other documents, as may be required for this purpose.

25. Unless otherwise permitted / allotted in favour of the Sub-lessee of the top floor, the Sub-lessee of top floor dwelling apartment / unit shall not have any exclusive rights of use of the terrace above the dwelling apartment unit, except for sub – lessees of those apartments / units which come with exclusive terraces. However, all the sub-lessees of the Project shall have right to use the common terraces at reasonable time for maintenance / upkeep of water tanks, fixing of T.V. antennas or any other legally permitted purposes on the terrace subject to observance of safety norms. The common terraces shall also be available to the occupants of the building / tower in times of emergencies. No unauthorised construction, temporary or permanent, is permitted by Sub-Lessee in the Project or terrace or in allotted flat or any part thereof. The right of Sub-Lessee shall however be subject to provisions of all applicable Laws, bye Laws and rules etc. The Sub-Lessee has agreed that solar installations, if any, with steel structures for sustainable environment will not be objected by Sub- Lessee and the Lessee/developer (or its nominee / assignee) / Maintenance Agency will have sole right to install solar panels on the roof top and utilize the energy as deems fit.
26. That the Lessee/Sub-Lessee shall on the expiry of the lease of the Project Land, peacefully handover the said Project Land unto the Lessor after removing the superstructure, within the stipulated

period. The share in the undivided proportionate land hereby sub-leased, shall always remain indivisible and unidentified. Similarly, the Sub-Lessee shall have the right of usage of common areas and will not have any independent right of possession of the same.

27. The Lessee/Developer (or its nominee / assignee) / Sub-Lessee shall insure the Project comprehensively either singly or collectively with other allottees and keep the insurance updated at all times. The Sub- Lessee further declares that except the Apartment / Unit transferred under these present, the Sub-lessee shall not be entitled to use any other areas, especially the unsold areas / flats / Plot / part of the Project Land where the Project is situated.
28. That the Developer / Sub-Lessee and all other persons claiming under him / her shall ensure that the Project is kept in good shape and repairs, and he / she shall ensure that no substantial material damages are caused to the Project or to the sanitary works therein.
29. That the terms and conditions of the Lease Deed, Agreement for Sub-Lease, Maintenance Agreement, Agreement, and any other relevant documents executed between Lessee, Developer and Sub-Lessee shall be binding on the Parties after the execution of this Sub-lessee Deed.

30. That the Sub-Lessee has understood that the present Sub-lessee Deed does not create any independent right, title or interest of the Sub-Lessee in the earmarked commercial areas of the Project which has been allotted or may be allotted by the Lessee/the Developer (or its nominee / assignee) to any third party for commercial purposes. The commercial area in the Project is the facility for convenience services to the residents as an independent area of the Project, as well as, for outsiders and the Sub-lessee has no objections for the same. The Lessee/the developer (or its nominee / assignee) shall be entitled to sell, transfer, convey or let-out the said commercial areas to his / her own discretion.
31. That under no circumstances, shall the Sub-lessee harm or cause to be harmed or damaged, the peripheral walls, front, side and rear elevations of the said Apartment / Unit in any manner. The Sub-lessee shall also not change the colour scheme of the outer walls or painting of the exterior side of the door and windows and shall also not carry out any change in the exterior elevation / balcony designs etc. shall not erect any fencing / hedging / grills without prior permission of the Lessee (or its nominee / assignee) or nominated association / company maintaining the said Unit / Project. The Sub-lessee shall not remove any wall of the said Unit / Apartment including load bearing walls and all the walls / structures of the same remain common between the Sub-lessee and the owners of the adjacent units.

32. That the Developer (or its nominee / assignee) reserves the sole right to develop the unused areas and / or common areas in the Project in accordance with the necessary sanctions as and when obtained by the Lessee, and the Sub-lessee shall have no right of objection or reservation, whatsoever in this regard.
33. That the Sub-lessee shall not carry out fragmentation / sub-division of the said Apartment / Unit in any manner whatsoever, under any circumstances and in case it is done, the Sub-lessee shall be solely and exclusively liable and responsible for all consequences / damages arising therefrom.
34. That in case of any breach of the terms and conditions of this Sub-Lease Deed by the Sub-lessee, the Lessor will have the right to re-enter the demised dwelling Apartment / Unit after determining this Sub Lease Deed. On re-entry to the demised dwelling Apartment / Unit, if it is occupied by any structure built in an un-authorized manner by the Sub-lessee, the Lessor will remove the same at the expenses and cost of the Sub-lessee, as the case may be. At the time of re-entry of the demised dwelling Apartment / Unit, the Lessor may re-allot the same to any other person.
35. That if the Sub-Lessee is found to have obtained the allotment or sub-lease of the Apartment / Unit by any misrepresentation / misstatement or fraud, this Sub-lessee Deed may be cancelled and the possession of the Apartment / Unit may be taken over by

the Lessor, and the Sub-Lessee, in such an event will not be entitled to claim any compensation / refund in respect thereof.

36. That all notices/letters, orders and other documents required under the terms of the sub- lease or under the Real Estate (Regulation & Development) Act, 2016, Uttar Pradesh Industrial Area Development Act, 1976 (U.P.) 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 modification) Act 1974 (U.P. Act No.30 of 1974). The Provisions, Rules/Regulations of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time), shall be applicable.

37. The Sub-lessee undertakes and assures that he / she has received the possession of the allotted Unit to him / her after a detailed inspection of the Apartment / Unit, on all material aspects including but not limited to carpet area of the Apartment / Unit, quality of construction, workmanship, materials used in construction, finishing / fittings, fixtures, specifications, etc. and the Sub-lessee does not have any objection and is fully satisfied, with the workmanship and quality of the Apartment / Unit. That all amenities which were promised to the Sub-lessee, have been provided to the Sub-lessee to their complete satisfaction, as per the provisions of the Real Estate (Regulation & Development)



Act, 2016 and he/she has also gone through the relevant provisions of Real Estate (Regulation & Development) Act, 2016 and rules framed there under. The Sub-lessee further confirms that they have checked and verified the title of the Lessee in the said Project Land and is completely satisfied with respect to the same. Since the Sub-lessee has completed due diligence to his / her / its complete satisfaction, the Sub-lessee undertakes not to raise a dispute on any of the abovementioned aspects either in present or in future.

38. That all powers exercisable by the Lessor under this lease deed may be exercised by the Chief Executive Officer of the Lessor. The Lessor may also authorize any of its other officers to exercise all or any of the powers exercisable by it under this Deed.

Provided that the expression Chief Executive Officer shall include the Chief Executive Officer for the time being or any other officer, who is entrusted by the Lessor with the functions similar to those of Chief Executive Officer.

39. That all clauses of the original Lease Deed of lease hold rights executed on dated 28<sup>th</sup> April, 2016 and registered in the Office of Sub-registrar, Sadar , Gautam Budhnagar between Greater Noida Industrial Development Authority (GNIDA) and Lessee for Plot No. GH-04A, Sector-12, Greater Noida West, U.P. admeasuring 30,000 Sq. mtrs. bearing Documents No.20344, in Book No.1,

Volume No.10907 on pages 331 to 374 duly registered shall be binding.

40. That the Lessor shall have the right to recover the dues, if any, from the Sub-Lessee or their successors as per rules, at the rate of interest, as per the terms and conditions laid in the Lease-Deed/Sub-Lease Deed.
  
41. That the Sub-Lessee shall make such arrangement as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Chief Executive Officer or any officer authorized by the Chief Executive Officer, will have the power to get the maintenance done through the authority and recover the amount so spent from the Lessee/Sub-Lessee. The Lessee/Sub-Lessee will be individually and severally liable for payment of the maintenance amount. That the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time) Real Estate (Regulation and Development) Act 2016 (RERA) as well as all Rules and Regulation made there under shall be applicable on the Lessee/Sub-Lessee. No objection on the amount spent for the maintenance of the building by the Lessor shall be entertained and decision of the Chief Executive Officer, Greater Noida Authority in this regard shall be final and binding upon the parties concerned.

42. That the Developer would be having the right to put the Hoardings etc. on the terrace on the elevation or on the boundary wall, or any other place of the Project and to sell/rent/permit for use by the intending users, for which the Sub-Lessee(s) would not be having any kind of objection of whatsoever nature.
43. That 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 on the walls of allotted flat doors thereof. The Lessee/the developer (or its nominee / assignee) shall have the exclusive right to display or exhibit any signage, hoardings, billboards, advertisement or placard in any part of the exterior wall of the building. The Lessee (or its nominee / assignee) shall be entitled to recover the charges for uses of such publicity / display areas for the uses. (already mentioned in the above clause)
44. The Sub-Lessee undertakes to apply and obtain membership of the Resident Welfare Association formed under the supervision and patronage of the Lessee, which shall be constituted and managed according to the Provisions of the Societies Registration Act 1860 and the Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act. The Sub-Lessee further undertakes that he/she will not accept or recognize nor form any other association as Resident Welfare and Association, and if he/she found contrary this would amount to breach of terms and conditions of this sub-lease. occupants of the complex

with the extended use by the relatives & guests which excludes outsiders, of Sub-Lessees/tenants, as may be allowed by Lessee. The Sub-Lessee shall also be entitled to use the same in adherence to the Rules/Regulations framed by the Lessee for the use of such facilities on payment of charges etc. That the Lessee and Sub- Lessee have agreed that other Terms & Conditions of the allotment letter, parent lease deed and Government Laws, building bye-laws, as amended from time to time shall be binding and shall be applicable on the Lessee/Sub-Lessee.

45. That the Lessee/the Developer has provided certain facilities for the occupants of the Project with the extended use by the relatives & guests which excludes outsiders, of sub lessees / tenants, as may be allowed by Lessee. The Sub-lessee shall also be entitled to use the same in adherence to the rules / regulations framed by the Lessee/the Developer for the use of such facilities on payment of charges etc. That the Lessee and Sub-lessee have agreed that other terms & conditions of the Allotment Letter, Sub-lessee of 2016 and government laws, building bye laws, as amended from time to time, shall be binding and shall be applicable on the Lessee / Sub-lessee.
46. That the Stamp duty, registration charges and all other incidental charges required for execution and registration of this Sub Lease Deed shall be exclusively borne by the Sub- Lessee.

47. That any dispute arising out of this lease deed shall be referred to arbitration under the provisions of the Arbitration & Conciliation Act, 1996 (as amended) before a sole arbitrator to be appointed under the said act. The venue of arbitration proceedings shall be at Noida, Uttar Pradesh and the language of the proceedings shall be English only. The fees of the arbitrator shall be shared equally by both the Parties, which shall be subject to the final award by the arbitrator. For other matters excluding the arbitration proceeding, the District Courts at Gautam Budh Nagar, Uttar Pradesh shall only have the jurisdiction.

48. That after this Sub-lessee Deed is executed, no disputes or differences relating to the registration, booking, allotment and possession or any such matters as are instrumental to these and are likely to affect the mutual right, interest, privileges and claim of the Lessee / Sub-Lessee, would be entertained by the Lessee, except otherwise provided or agreed between the Parties in writing.

### **SCHEDULE OF DWELLING UNIT**

Dwelling Unit No..... on..... Floor Tower in the Complex known as “Mahagun .....” constructed at Plot No. GH-04A, Sector-12, Greater Noida West, Uttar Pradesh having Built-up Area Sq. Ft.(Sq.Mtr. and Carpet Area of .....Sq.Ft.( Sq.Mtr.)

and Balconies Area

SQ.FT. (

SQ.MTR.) comprising of

DINING/FAMILY LOUNGE,

BEDROOMS,

TOILETS, KITCHEN WITH

UTILITY BALCONY, SERVANT ROOM WITH TOILET & BALCONIES together  
with proportionate undivided impartible interest in land on sub-lease basis, as per enclosed plan,  
and bounded as follows:

East:



West:

As Per Lease-Plan Attached.

South:

North:

IN WITNESS WHEREOF, the parties have signed and executed this Deed on this day, month and year first written above in the presence of:

**WITNESSES:**

1. Name : .....  
BY

SIGNED AND DELIVERED

S/D/W of

For and on behalf of

Address: .....

.....

.....

(Greater Noida Industrial Development Authority)

**(LESSOR)**

2. Name :            S/D/W of            Address: .....

.....

.....

Authorized Signatory of

**(Aura InfraBiz LLP)**  
**(DEVELOPER)**

Authorized Signatory of

**(Lotus Srs Buildtech Pvt Ltd)**  
**(LESSEE)**

**(SUB-LESSEE (S))**

**(SUB-LESSEE(S))**

## **AFFIDAVIT**

I/We, Mr.....S/o. of

Mr.....R/o....., hereby solemnly affirm and state on oath as under:

1. That the Deponent/s is/are the original bonafide allottee of Dwelling Unit no.\_\_\_\_, on \_\_\_\_\_ FLOOR in TOWER\_\_\_\_\_in the Complex known as “Mahagun... .” situated at Plot No. GH-04A, Sector-12, Greater Noida West, Uttar Pradesh.

2. That the Deponent is getting the sub lease of the said dwelling unit executed in accordance with JDA dated ..... as well as the Lease Deed dated 28<sup>th</sup> April 2016.
3. That Deponent will be responsible for any deficiency in the documents/stamp for the execution of Sub- Lease Deed of this flat and paying the penalty for late execution of sub lease deed as prescribed by **Greater Noida Authority** in accordance with terms and conditions of Brochure/ Allotment/ Lease Deed in favor of the above referred society.
4. That the existing construction in the said dwelling unit is as per the sanctioned plan and no encroachment or commercial activity is there in this flat and no show cause notice or cancellation order issued by the Greater Noida Authority till this date. In case, the same is found, **Greater Noida Authority** is free to cancel the allotment as per Rules.
5. That Deponent’s spouse/deponent children have not been allotted any flat/ house/ residential plot in **Greater Noida West** area under any scheme of the Authority.

**DEPONENT/S**

### **VERIFICATION:**

I/We, the above named deponent/s do hereby verify that the above contents from para 1 to 5 are true and correct to the best of my/our knowledge and no part of this is false and nothing has been concealed therein.

**DEPONENT/S**

**AFFIDAVIT**

I/We, Mr.....S/o. of

Mr.....R/o....., hereby solemnly affirm and state on oath as under:

1. That the deponent name and address are true and correct.
2. That the deponent is the Allotee of **Flat No.** \_\_\_\_\_, **Floor Tower** \_\_\_\_\_ in the complex known as “Mahagun.....”, Aura Infra Biz LLP., Plot No. GH-04A, Sector-12, Greater Noida West , Uttar Pradesh
3. That at the time of allotment the builder had mentioned **Carpet Area** \_\_\_\_\_ SQ.FT. (\_\_\_\_SQ.MTR.), the covered area is not mentioned.
4. That In future no case should be claimed against authority in related to covered area/super area, If there is any dispute then the authority will not be the party.

**DEPONENT**

**VERIFICATION:**

I/We the above named deponent/s do hereby verify that the above contents from para 1 to 4 are true and correct to the best of my / our knowledge and no part of this is false and nothing has been concealed therein.

**DEPONENT**





**FORM –B**

**UNDERTAKING BY THE PERSON ACQUIRING  
APARTMENT (UNDER SECTION 10(B) OF THE UTTAR  
PRADESH APARTMENT (PROMOTION OF  
CONSTRUCTION, OWNERSHIP & MAINTENANCE) ACT,  
2010.**

Office of the Competent Authority

at Greater Noida Industrial Development Authority , Gautam Buddha Nagar, U. P.

I/We Mr..... S/o of Mr..... R/o

.....

acquired Apartment No. \_\_\_\_\_, \_\_\_\_\_ FLOOR in TOWER\_\_\_\_in the property  
“Mahagun.....” in Plot No. GH-04A, Sector-12, Greater Noida West , Uttar Pradesh (“Project”)  
by way of gift, exchange, purchase or otherwise or taking lease of an apartment from **Aura  
Infrabiz LLP.**, a Limited Liability Partnership duly Registered under the Limited Liability  
Partnership Act 2008, having its registered office at: **A-19, Sector-63, Noida , GautamBudh Nagar,  
U.P.**

I/We hereby undertake to comply with the Act and rules, covenants, statutory conditions and  
restrictions and the Greater Noida Industrial Development Authority Building regulations 2010 to  
which the apartment is subject to.

The layout plan of the project as might have been approved by the Greater Noida Industrial  
Development Authority shall be subject to the provisions of Uttar Pradesh apartment (Promotion of  
Construction, Ownership & Maintenance) Act 2010.

Signature(s)

In presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_

<b>Flat No.</b>		<b>Tower</b>		<b>Plot No.</b>	GH-01/A (Alpha)
<b>Sector</b>	107	<b>Area</b>	_____ SQ.FT.		<b>Noida</b>

For **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**

Through\_\_\_\_\_ Plot no.01, Knowledge Park-04, Greater Noida

For \_\_\_\_\_

Through SHRI\_\_\_\_SON OF SHRI \_\_\_\_\_

R/O A-19, SECTOR-63,

NOIDA (U.P.)

Photograph & Signature 2<sup>nd</sup> Party Contact No.: \_\_\_\_\_



<b>Flat No.</b>		<b>Tower</b>		<b>Plot No.</b>	<b>GH-04A</b>
<b>Sector</b>	<b>12</b>	<b>Area</b>	<b>SQ.FT.</b>		<b>Greater Noida West</b>

Withn

ess 1 (Photograph & Signature) Contact No.: \_\_\_\_\_

Witness 2 (Photograph & Signature) Contact No.: \_\_\_\_\_



THIS STAMP PAPER ATTACHED IN RESPECT  
OF PLOT NO. GH-04A, SECTOR-12, GREATER  
NOIDA WEST, UTTAR PRADESH, FLAT  
No.\_\_\_\_, TOWER\_\_\_\_, FLOOR\_\_\_\_, DISTT.  
GAUTAM BUDDHA NAGAR (U.P.)

