

ग्रेटर नोएडा औद्योगिक विकास प्राधिकरण

भूखण्ड संख्या-1, सेक्टर के0पी0-IV, ग्रेटर नोएडा सिटी
जनपद गौतम बुद्ध नगर, उ0प्र0-201301

पत्रांक:-ग्रे.नौ./GHS/B-03/2022/1120

485
02/28/2023, 17:35:06

दिनांक:- 28-02-2023

02/28/2023, 17:35:10

सेवा में,

President/Secretary,
M/s. Central Government Employees Welfare Org.
6th Floor, A Wing, Janpath Bhawan
Janpath, New Delhi-110001

विषय:- **Central Government Employees Welfare Housing Organisation Plot No. 07, Pocket-P4, Greater Noida** की त्रिपक्षीय लीज डीड वैट कराने के संबंध में।

महोदय,

कृपया अपने पत्र दिनांक-31.01.2023 का संदर्भ ग्रहण करना चाहें, जिसमें आप द्वारा Central Government Employees Welfare Housing Organisation को आवंटित भूखण्ड संख्या-07 सेक्टर-पी-04, बिल्डर्स एरिया, ग्रेटर नोएडा में वाणिज्यिक हेतु निर्मित दुकानों, नर्सरी स्कूल, नर्सिंग होम की त्रिपक्षीय सबलीज डीड कराने का अनुरोध किया है।

आपके अनुरोध के दृष्टिगत आपकी सोसायटी में वाणिज्यिक हेतु निर्मित दुकानों, नर्सरी स्कूल, नर्सिंग होम की त्रिपक्षीय सबलीज डीड भवनो के सबलेजियो की लीज डीड का ड्राफ्ट प्राधिकरण के विधि विभाग से वैट कराया जा चुका है। जिसकी प्रति आपको पत्र के साथ संलग्न कर प्रेषित की जा रही है।

संलग्नक-उपयुक्तानुसार।

भवदीय,

प्रभारी (ग्रुप हाउसिंग)

257
02/28/2023.

property/B-03/2018/75 2/28/2023, 17:

This is a draft sub-lease deed. Certain clauses may need slight modification depending upon the legal status of the sub LESSEE and the actual terms mentioned in the allotment letter. If the shop is on first or higher floors then certain clause with respect to use of balconies shall have to be incorporated (location of floor is not written in the draft sent for approval.

TRIPARTITE SUB-LEASE DEED

Sale Consideration :
 Govt. Value :
 Stamp Duty @ 5% :
 Car Parking :
 SHOP No. :
 Super Area :

Circle Rate @ Rs.----- /- 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 DEED is executed on this the _____ day of _____ in the year TWO THOUSAND TWENTY TWO by and between:

Greater Noida Industrial Development Authority, an Authority constituted under Section 3 of the U.P. Industrial Area Development Act, 1976, having its main administrative office at Plot No 01, Sector Knowledge Park-IV, Greater Noida, Gautam Budh Nagar, Uttar Pradesh - 201 310, (herein after referred to as the "LESSOR" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the FIRST PART through

AND property/B-03/2018/75 3/1/2023, 12:1

CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION (PAN NO.AAATC1861B) registered under the Societies Act, XXI of 1860 Reg. No.S/21181 dated 17.07.1990 at Delhi, having its registered Office at 6th Floor, 'A' Wing, Janpath Bhawan, Janpath, New Delhi - 110 001 (hereinafter referred to as the "LESSEE" or "CGEWHO", which expression unless it be repugnant to the context or meaning thereof shall include its successors and permitted assigns) represented through authorized signatory SHRI. LANKA JAGANNATH, S/O SHRI L. RAMA SASTRY, R/O FLAT NO.404, BLOCK NO.-6A, PRAJAY CITY APARTMENT MIYAPUR, OPP. ALWYN COLONY MIYAPUR SERITINGAMPALLY CUC, K.V. RANGA REDDY, SERITINGAMPALLY, ANDHRA PRADESH-500046, duly authorized vide Board Resolution No. _____ passed in its _____ Meeting held on _____, having I.D No- _____, R/o _____, Sec- _____, Noida of the SECOND Part;

AND

Shri/Smt./Kumari/M/s. _____, son / wife / daughter of _____ Resident of _____, Adhaar No. _____, PAN No. _____, Mobile No. _____ (hereinafter referred to as the SUB-LESSEE"), which expression, unless it be repugnant to the context or meaning thereof, shall include his/her/their/legal heirs, executors, administrators, legal representatives and permitted assigns, of the THIRD PART).

WHEREAS the LESSOR has demised to the LESSEE and the LESSEE has taken on lease, vide registered Lease Deed dt. 16th day of July, 2010, registered in the Office of the Sub-Registrar, Gautam Budh Nagar, registered in Book No. 01, Zild No.7082, Page No.147/172, Document No. 18176 dated 16.07.2010, Plot No.7, Pocket -P-4, Builders' Area, Sector Phi-2, Greater Noida having an area of 1,53,832 sqm (a little more or less). on the terms and conditions mentioned therein for the purpose of

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construction and thereafter transfer the developed Flats/Dwelling Units/ SHOPS in favour of its Allottees for the 90 years period of Lease Deed executed in favour of the LESSEE. The Plot is bounded :

On the North East : 20 Mtr Green Belt & 24 Mtr. wide Road.
On the South East : 10 Mtr. Green Belt & 45 Mtr wide Road.
On the North West : Plot No.7A and OHT
On the South West : Plot No.8

AND WHEREAS the LESSEE has developed the above GROUP HOUSING plot on the terms and conditions laid down in the said Lease Deed by carrying-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 the norms fixed by the LESSOR and obtained sanction of the building plans for development and construction of the Group Housing Complex on the demised land and has constructed multi-storied complex, Club House, Swimming Pool, Gymnasium, Service Building, **Shops** etc. which complex is hereafter referred to as "**KENDRIYA VIHAR GREATER NOIDA.**

AND WHEREAS under the said Sub lease deed the lessee can allot to its H-1 Bidder in e-auction a Shop in the Kendriya Vihar, Greater Noida, share of land, common area and facilities appurtenant to the Shop on highest bidding amount one time lease rent as fixed by the Lessor.

AND WHEREAS, the Sub-Lessee named above, has participated in e-auction to the Lessee for allotment of a Shop and the Lessee allotted a Shop bearing No. on Floor,

having its Carpet Area of Sq. Ft. _____ in the Shopping Complex within the 'Kendriya Vihar, Greater Noida', along with i) Car Parking No. in Basement; ii) Car Parking No. _____ in Basement; iii) Car Parking No. Stilt. together with undivided and impartible proportionate share in the land underneath the Shopping Complex and undivided proportionate interest in the common areas of the Shopping Complex including all easementary rights attached thereto along with rights of use of common areas and facilities earmarked for common use for all the Shop Owners within the Shopping Complex, built at Plot No.7 which is a part of the Group Housing Residential Project known as 'Kendriya Vihar, Greater Noida' on Plot No.7, Pocket-P-4, Builders' Area, Sector-Phi-2, Greater Noida Tehsil & District G. B. Nagar (Hereinafter called as the "Said Shop") on the terms and conditions as contained in Allotment letter dated issued by the Lessee to the Allottee/Sub-Lessee.

AND WHEREAS, Sub-Lessee has carried out the inspection of the lease deed executed in favour of Lessee by the Lessor, building plans of said Complex and has satisfied himself as to the soundness of construction thereof and conditions and descriptions of all fixtures and fitting installed and/or provided therein and also the common amenities and passages, appurtenant to the said Shop and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said Complex.

NOW THIS SUB- LEASE DEED WITNESSETH AS FOLLOWS :

I. That in consideration of :

(i). the total premium of Rs. _____, paid by the Sub-LESSEE to the LESSEE, the receipt whereof the LESSEE hereby admits and acknowledges, and

(ii). the lease rent of Rs. _____ paid by the sub LESSEE to the LESSEE ,
the receipt whereof the LESSEE hereby admits and acknowledges; and

(iii). the observance of the covenants, provision and agreements hereinafter
contained on the part of the Sub-LESSEE to be respectively paid, observed and
performed, the LESSEE doth hereby demises and sub-leases to the Sub-LESSEE
and the Sub-LESSEE agrees to take on Sub-Lease the Said SHOP with all its
sanitary, electrical, sewerage and other fittings which for record and clarity has been
delineated on the plan attached hereto together with all rights and easements
whatsoever necessary for the enjoyment of the said SHOP 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

the LESSOR and LESSEE hereby grants Sub-Lease of the said SHOP unto the said
Sub-LESSEE, for the unexpired period of 90 years of the lease deed dated 16-07-
2010 commencing on _____.

(2). The sub LESSEE acknowledges that vacant and peaceful possession of the
said SHOP 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 as
to the area of the said SHOP, quality and extent of construction and the specifications
in relation thereto and agrees not to raise any dispute at any time in future on these
counts.

(3). The Sub-LESSEE shall have exclusive possession of the said SHOP.

(4). The Sub-LESSEE shall put to use the said SHOP exclusively for commercial
use and for no other use and / or mixed use whatsoever or permit to be carried on, in , 12:1
the said SHOP any residential , manufacturing, or any other purpose e.g. Rice Mill,

Atta Chakki, Factory, Welding Work, Godown, Meat Shop, Dhaba, Liquor/Wine Shop, Automobile Workshop or Shop for Chemical or Explosive or other hazardous or noxious purpose, which may create nuisance and shall not stock goods outside the said Shop etc. any activity which is injurious or which is prohibited by the State or Central Government or other activity or to do or suffer to be done there in any act or thing whatsoever which in opinion of the LESSOR may be a nuisance, annoyance or disturbance to the other/ neighbouring owners of the said housing complex and persons living in the neighborhood. Use of the said Shop other than the commercial will render Sub-Lease liable for cancellation and the Allottee/Sub-Lessee will not be entitled to any compensation whatsoever.

(5). The Sub-LESSEE shall obey and submit to all directions issued and regulations made by the LESSOR now existing or herein after to exist in so far as the same are incidental to the possession of the SHOP or so far as they affect the health, safety or convenience of the other inhabitants of the Housing Complex.

(6). The Sub-LESSEE shall not in any manner whatsoever encroach upon any of the common areas, limited use areas and rules hall 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 SHOP or on the open or covered area around the said SHOP by the Sub-LESSEE shall be liable to be removed at his own cost by the LESSOR or by the LESSEE and /or by the Maintenance Agency / Apartment Owners Association 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.

(7). The LESSEE covenants that the said SHOP 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 SHOP.

(8). The Sub-LESSEE agrees and acknowledges that except so far as mandated under the provisions of the Apartment Owners Act, 2010 or the RERA , 2016 or any other statutory provision, it shall have no right, interest or title in the remaining part of the Complex, such as, club, open parking spaces, roads, parks, overhead water tanks, underground water tanks, electric sub-station, open areas, entrance lobbies, munties, pump house, shafts, terraces, un-allotted units , commercial area, guard rooms etc., except the right of ingress and egress in common areas, which shall remain the property of the LESSEE until such time the possession thereof shall vests in the Apartment Owners Association to be formed for the complex in accordance with the provisions of the Apartment Owners Act, 2010 or any other statute as may be applicable. 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 his undivided share in the land of the said Complex, as aforesaid, and the same shall always remain undivided and impartibly and unidentified. It is further clarified that the interest of the Sub-LESSEE shall be confined in the said SHOP only.

(10). The sub LESSEE agrees and acknowledges that maintenance charges on the said SHOP are payable by the Sub-LESSEE to the LESSEE until such time the possession thereof shall vests in the Apartment Owners Association to be formed for the complex in accordance with the provisions of the Apartment Owners Act, 2010 or

any other statute as may be applicable. The Sub-LESSEE is separately executing the, the Maintenance Agreement and Electricity Supply Agreement and the Sub-LESSEE agrees to be bound by all the covenants and conditions contained therein.

(11). The sub LESSEE agrees and acknowledges that at present the up-keep and maintenance of the said complex _____ is being carried out by the Maintenance Agency which shall in due course be handed over to the Apartment Owners Association in accordance with the provisions of the U.P. Apartment Act, 2010.

(12). The electricity supply to the said SHOP is being provided through separate meters installed for each SHOP. The Electricity consumption charges and Power Back-up charges (if availed) will be charged through that electricity meter on prepaid basis, the electricity supply of the SHOP shall not be restored until the dues of any charges remains unpaid, interest @ _____ per annum shall be charged for the period of delay.

(13). The Sub-LESSEE shall have exclusive possession of the built-up area of the SHOP, It is agreed that for computation purpose the Carpet Area means the built-up area of the Said Shop, which is the entire area enclosed by its periphery walls including half of the area under common walls between two Shops and full area of the other walls, columns and projections plus proportionate interest in the common areas and facilities i.e. electric sub station, pump house, shafts, guard rooms of Kendriya Vihar, Greater Noida.

(14). It is agreed by the Sub Lessee that that, except for the transfer of said Shop together all common easementary rights attached therewith, the

common areas and facilities as provided in the said Complex and its adjoining areas, facilities therein, storage areas etc. and the un-allotted areas and unsold Shops (if any) shall remain the property of the Lessee and shall be deemed to be in possession of the Lessee, who has all the rights to dispose of these properties.

(15). The LESSEE covenants that the said Shop 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 Shop.

(16). The Sub-LESSEE shall from time to time be liable to pay all rates, taxes charges and assessments leviable by whatever name called for every description in respect of the said SHOP to the LESSOR or any Government department or local authority, existing or to exist in future and proportionate share of the compensation, if increased by the Hon'ble Courts to the farmers, the metro cess, cess, 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 Shop from the date of allotment of the said Shop by the Lessee.

It is expressly agreed by the sub-LESSEE that so long as each said SHOP 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 SHOP to the concerned statutory authority / government department or local authority and or to the Maintenance agency / Apartment Owners Association , as the case may be.

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(17). The Sub-LESSEE hereby agrees that all sums due under this deed from the Sub-LESSEE on account of premium, lease rent, interest or damages for use and occupation or any other account whatsoever shall on the certificate of the LESSEE which shall be final, conclusive and binding on the Sub-LESSEE, be recoverable as arrears of land revenue.

(18). The LESSOR reserves the right and title to all mines and minerals, coals, washing gold, earth oil, quarries, in or under the said Land and full right and power at any time to do acts and things which may be necessary or expedient for the purpose of searching, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the Said Land or for any building or structure for the time being standing there on provided always that the LESSOR shall make reasonable compensation to Sub-LESSEE for all damages directly occasioned by the exercise of such rights. The decision of the LESSOR on the amount of reasonable compensation will be final and binding on the Sub-LESSEE.

(19). The LESSOR has received one time lease rent in respect of the said land from the LESSEE. The LESSEE confirms that it has received the proportionate share of lease rent from the Sub Lessee and that no lease rent is payable in future by the Sub-LESSEE in respect of the said SHOP during the period of Sub-Lease.

(20). The Sub-LESSEE agrees and acknowledges that he has been provided with a copy of the main lease deed dated 16th July, 2010 executed by the LESSOR in favour of the LESSEE in respect of Plot No. 7, Pocket P-4, Builders Area, Sector Phi - 2, Greater Noida, whereon the said complex has been built and understands the covenants contained therein. The main lease deed dated 16th July, 2010 shall be

deemed to be a part of this sub lease deed. The Sub LESSEE further agrees and acknowledges that he shall be bound by each and every covenant therein AND in the event of any inconsistency between the covenants of the main lease deed and this sub lease then the covenants of the main Lease dated 16th July, 2010 shall prevail over those of this sub lease. The sub lessee shall also duly perform and observe all the covenants and conditions which are Allotment Letter dated _____, which conditions shall be deemed to be subservient to the covenants contained in the main lease deed dated 16th July, 2010.

(21). The Sub-LESSEE shall in no manner whatsoever sell, transfer or assign, mortgage or sublet the whole or any part of the said SHOP to anyone except with the previous consent in writing of the LESSOR and LESSEE and on such terms and conditions, including payment of such transfer charges / fees as may be decided by the LESSOR and the charges permissible by the LESSEE from time to time and shall have to follow the rules / regulations or directions that may be prescribed from time to time by the LESSOR and the LESSEE.

(22). Every transfer, whether voluntary or after seeking prior written permission of the LESSOR and Sub-LESSEE or involuntary by any Bank of Financial Institutions under any statute , assignment, relinquishment, mortgage or subletting, sale as referred to above shall be subject to and the beneficiary thereof shall be bound by all the covenants and conditions contained in this deed or the Lease Deed dated 16th July, 2010 executed between the LESSOR and the LESSEE and be answerable to the LESSEE in all respect in the same manner as the original Sub-LESSEE. The Transferee etc. shall always remain bound by the terms of this Sub-lease deed. In case of any inconsistency between the terms of this Sub-lease and the Transfer deed,

to be executed between the Sub-LESSEE and its transferee, the provisions of this sub-lease deed shall prevail over those of the Transfer deed.

(23). In the event of transfer of the said SHOP it shall be the obligation of the sub-LESSEE to clear up to date charges, taxes, all statutory dues, maintenance and electricity. In the event there is any outstanding towards the aforesaid counts then the same shall form a charge on the said SHOP which shall be recoverable from the transferee. Upon transfer, the transferee shall notify the Maintenance Agency and or the Apartment Owners Association as the case may be of such transfer and enter a fresh agreement towards Maintenance and or electricity as may be provided for by the Maintenance Agency of the Apartment Owner Association.

(24). In the event of death of the Sub-LESSEE, the person on whom the rights of the deceased devolve by law of succession shall, within Three (3) months of devolution give notice of such devolution to the LESSOR and to the LESSEE / Maintenance Agency/ Apartment Owner Association. The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding electricity, maintenance and other amounts due to the Maintenance Agency, LESSOR or any other Government Agency. The transferee or the person on whom the title devolves as the case may be, shall furnish to the LESSOR/LESSEE and to the nominated Maintenance Agency / Apartment Owners Association certified copies of documents evidencing the transfer or devolution.

(25). Every transferee of the sub-LESSEE shall be bound by all covenants and conditions contained in this main lease deed dated 16th July, 2010 and this Sub-Lease Deed and he shall at all times be answerable in all respects to the LESSOR in regard to the said SHOP.

(26). Notwithstanding the reservations and limitations, the Sub-LESSEE shall be entitled to sublet the said SHOP for a purpose for which it has been sub leased only in accordance with law with prior written permission of the LESSOR and the LESSEE as per the terms and conditions contained in such permission, including payment of charges, if any to the LESSOR and or the LESSEE .

(27). The Sub-LESSEE, with previous written permission of the LESSOR, may mortgage the said SHOP in favour of the State or Central or financial institutions /commercial banks, etc., for raising loan. Provided that in the event of sale or foreclosure of the mortgaged or charged property, the LESSOR shall be entitled to claim and recover its dues and such percentages as may be decided by the LESSOR of the unearned increase in the value of the said SHOP 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 of law.

(28). The LESSOR and/or the LESSEE and /or the Maintenance Agency and / or the Apartment Owners Association , their employees shall have the right to enter into and upon the said SHOP, lawn and terrace area in order to inspect, carry out repair work from time to time and at all reasonable times of the day after giving three days prior

notice to the Sub-LESSEE, except in case of emergency during the term of the Sub-Lease.

(29). 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 SHOP with any other or adjoining shop(s).

(30). 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 SHOP or on the open or covered Car Parking space by the Sub-LESSEE shall be liable to be removed at his own cost by the LESSOR or by the LESSEE and /or by the Maintenance Agency / Apartment Owners Association 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.

(31). That the Sub-LESSEE shall on the determination of the Sub-Lease of his share in the land, peaceably yield up the proportionate interest in the Land of Complex _____, as aforementioned, unto the LESSOR with/without removing the superstructure within the stipulated period from the land.

(32). That the Complex alongwith lifts, pump houses, generators, etc., may be got insured against fire, earthquake and civil commotion at the expenses of the Sub-LESSEE by the LESSEE or the Maintenance Agency / Apartment Owners Association and the Sub-LESSEE pays and continues 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 Building/ Complex or cause increased premium.

(33). The Sub-LESSEE shall maintain the said SHOP, including walls and partitions, sewers, drains, pipes, attached lawns and terrace areas (if any) thereto in good tenantable repairs, state, order and conditions in which it is delivered to him and in particular so as to support, shelter and protect the other parts of the Building/ Complex. Further, he will allow the Complex maintenance teams access to and through the said SHOP 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 violates the rules or bye-laws of the Local Authorities or the Association of the Sub-LESSEES.

(34). That the Sub-Lessee will neither himself permit anything to be done which damages any part of the adjacent Shop etc. not violates the rules or bye-laws of the Local Authorities.

(35). The Sub-LESSEE shall agree to form and / or join an Association comprising of the Sub-LESSEES for the purpose of management and maintenance of the Complex as per provided in the U.P. Apartment Act 2010.

(36). That the Sub-Lessee may obtain insurance of the said SHOP together with all his articles,, furniture etc etc. lying in the said Shop at his own cost and expenses. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in the Building/complex or any part thereof. The Sub-Lessee shall always keep the

Lessor/Lessee or its Maintenance Agency or Shop/Apartment Owner Association, harmless and indemnified for any loss and/or damages in respect thereof.

(37). 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 or its Maintenance Agency or Apartment Owners Association, harmless and indemnified for any loss and/or damages in respect thereof.

(38). The Sub-LESSEE shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the said SHOP in any form. The Sub-LESSEE shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any change in the exterior side of the doors and windows and shall not carry out any change in the exterior elevation and design. No construction or alteration of any kind will be allowed on exclusive attached courtyard on ground floor Shops and attached terraces on upper Shops and in the open car parking spaces, which shall always remain open to sky.

(39). 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.

(40). The Sub-LESSEE shall not hold the LESSEE or the LESSOR responsible to make good the damages, if any, by fire, tempest, flood or violence by 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.

(41). 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 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.

(42). The Sub-LESSEE shall not remove any walls of the said SHOP including load bearing walls and all the walls /structures of the same shall remain common between the sub-LESSEE and owners of the adjacent SHOPS.

(43). The Sub-LESSEE may undertake minor internal alterations in his SHOP only with the prior written approval of the LESSEE / LESSOR as the case may. 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

(44). 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 only by qualified or experienced plumber in the building. The plumbing Network inside the SHOP 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 randomly park his vehicle and park the same only his allotted parking bay.

(ix). In case Sub- LESSEE rents out the SHOP, he 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 tenant. The Complex management can object to renting out the premises to persons of objectionable profile.

(45). The Sub-LESSEE and every person claiming under him 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.

(46). In addition to the other specific clauses relating to cancellation, the LESSEE / LESSOR as the case may be shall be free to exercise its rights of cancellation of lease / allotment in the case of happening of any one or more of the under mentioned contingencies;

(i). Allotment having being obtained through misrepresentations / suppression of material facts.

(ii). Any violation of directions issued or rules and regulations framed by the Government or LESSOR or any Statutory authorities or Pollution Control Board etc

(iii). Default on the part of the Sub-LESSEE for breach/violation of terms and conditions of allotment / sub lease / main lease deed , including non-deposit of any money payable to the LESSOR under any head and such breach is not remedied following receipt of a written notice from the LESSEE / LESSOR specifying the nature of breach and providing the Sub-LESSEE reasonable opportunity to remedy the breach;

- (iv). If the Sub-LESSEE or any other person(s) claiming through or under this deed, whether actually or purportedly to transfer or creates or alienate or extinguishes or relinquishes or , mortgages or assigns the whole or any part of the rights, title or interest whether in whole or any part thereof, except in the manner stipulated in this Sub Lease Deed;
- (v). If the Sub-LESSEE is adjudged insolvent under any law by any Court of Law;

Whether any of the contingencies referred to above have arisen, the decision of the LESSEE shall be conclusive and binding on the Sub-LESSEE.

(47). Upon determination of this Sub-Lease it shall be lawful for the LESSEE, without prejudice to all other legal rights or remedies available to it under the law, to re-enter the demised premises or any part thereof.

(48). Upon an application made in writing for restoration of this Sub-lease the LESSEE / LESSOR may, subject to compliance of all conditions which the LESSEE / LESSOR may direct in accordance with its policy in vogue on the date of receipt of the application for restoration, restore this Sub-Lease breach of terms and conditions of allotment/sub-lease deed.

(49). Any notice contemplated under this Sub-Lease Deed shall be in writing signed by (or by some person duly authorized by) and persons giving it and may be served by sending it by facsimile, prepaid recorded delivery or registered post to the addressee mentioned therein.

(50). 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 and that all dues payable to the LESSOR shall constitute as charge within the meaning of the Transfer of Property Act, on the said SHOP. .

(51). The provisions of U.P. Industrial Area Development Act, 1976, the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 and Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Rules, 2011, the RERA , 2016 and all other rules, regulations and statutory laws, wherever applicable, will be binding and punctually observed and complied with by the Sub Lessee.

(52). All powers exercised by the LESSOR under this sub-lease may be exercised by the Chief Executive Officer of the LESSOR or any other officer who may be authorized to exercise all or any of the powers exercisable by him under this sub-lease. 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 the Chief Executive Officer.

(53). The Sub-LESSEE acknowledges 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, reasonable and expedient and the same shall be binding and acting upon the LESSEE/Sub-LESSEE.

(54). The decision of the LESSEE shall be final and binding on the Sub-LESSEE in regard to any clarification or interpretation of the terms and conditions of this Sub-lease.

(55). 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 Duplex Unit between the Sub-LESSEE and the LESSEE, the LESSOR and the LESSEE will have the right to re-enter the said SHOP after determining the lease hold rights in respect thereof. On re-entry of the demised said SHOP, if it is occupied by any structure built un-authorized 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.

(56). That the declaration as provided in the section 12 of U.P. Apartment Act, 2010 has been submitted by the LESSEE in the office of competent Authority on _____ in respect of the said Complex , _____.

(57). This sub-lease shall be governed by the provision of the U.P. Industrial Area Development Act 1976 (UP Act No. 6 of 1976) and Rules and / or Regulations made or directions issued thereunder.

(58). That the LESSOR shall have first charge upon the demised premises for the dues of the LESSOR