

## PARTICULARS OF DOCUMENT

Nature of Property : Commercial

V-Code No. :

Village/District : Noida

Description of Property : Apartment No. \_\_\_\_\_ Floor \_\_\_\_\_,  
in the Project, "Central Market" situated at Plot No. C-01,  
Sector-120, Noida

Area of Property : Carpet Area: \_\_\_\_\_ Sq. Mtr.

Status of Road :

Consideration : Rs. \_\_\_\_\_ (in words Rupees \_\_\_\_\_ only)

Govt. Circle Rate : \_\_\_\_\_ P.S.M. (Basic Cost)

Value of Apartment  
according to the Present  
Govt. Circle Rate)

Maximum percentage : \_\_\_%  
increase in circle rate for  
Facilities in Project

Floor Rebate : \_\_\_% Rebate in Basic Cost for Stamp Duty Purpose

Rain Water Harvesting : Yes (So \_\_\_% Rebate in above mentioned Basic Cost for  
Stamp Duty Purpose)

Stamp Duty : Rs. \_\_\_\_\_

The Consideration of Rs. \_\_\_\_\_/- was decided keeping in mind the market rate prevalent at the time of booking of the Apartment on \_\_\_\_\_ by the Vendee with the Vendor. However, the Sub-Lease Deed in respect of the Said Apartment is being executed at present when the Circle Rate of the property is Rs. \_\_\_\_\_ and accordingly, the Vendee has paid stamp duty, at the time of registration of Sub-Lease Deed, on the Sub-Lease Consideration or Circle Rate Valuation, whichever is higher.

**DETAILS OF APARTMENT**

The present Sub-Lease Deed is being executed in respect of Commercial Apartment No. \_\_\_\_\_, Floor bearing No. \_\_\_\_\_ (Without Roof Rights), in the Project - “Central Market” situated at Plot No. C-01, Sector-120, Noida, Uttar Pradesh-201301 (U.P.) (Hereinafter referred to as “the Apartment”).

**DETAILS OF VENDOR**

M/s. **West Way Realty LLP**, a Limited Liability Partnership registered under the Indian Partnership Act, 1932, having its registered office at Plot No. C-01, Sector-120, Noida, Uttar Pradesh-201301 which expression shall include its successors, assignee and transferees as the case may be (Hereinafter referred to as “the Vendor”).

**DETAILS OF AUTHORITY**

**New Okhla 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 “Authority”).

**DETAILS OF VENDEE**

1. Mr./Mrs./ \_\_\_\_\_  
Son/Daughter/Wife of Mr. \_\_\_\_\_  
R/o \_\_\_\_\_  
\_\_\_\_\_  
Occupation:  
PAN:
2. Mr./Mrs./ \_\_\_\_\_  
Son/Daughter/Wife of Mr. \_\_\_\_\_  
R/o \_\_\_\_\_  
\_\_\_\_\_  
Occupation:  
PAN:

**DRAFT SUB-LEASE DEED**

THIS SUB-LEASE DEED is executed at NOIDA on this \_\_\_\_ day of \_\_\_\_\_  
of \_\_\_\_ by

**New Okhla Industrial Development Authority**, a body corporate constituted under Section 3 of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.-6 of 1976) hereinafter referred to as the “**AUTHORITY**” (which expression shall unless the context otherwise requires mean and include its successors, executors, nominees and assigns),

**AND**

**M/s. West Way Realty LLP**, a Limited Liability Partnership registered under the Indian Partnership Act, 1932, having its registered office at Plot No. C-01, Sector-120, Noida, Uttar Pradesh – 201 301 through its Authorized Signatory Mr..... S/o Shri..... R/o..... authorised vide Resolution of Partners/ Authority Letter dated ....., hereinafter referred to as the “**VENDOR**” (which expression shall unless the context otherwise requires mean and include its successors, executors, nominees and assigns),

**IN FAVOUR OF**

Mr./Ms./Mrs./M/s. .... Son/Daughter/Wife of ..... R/o ..... hereinafter called the “**VENDEE**” (which expression shall unless repugnant to the extent, context or law, shall mean & include his/her/their legal heirs, successors, executors, administrators, legal representatives and assigns).

**WHEREAS** VENDOR has acquired leasehold rights in the land situated at C-01, Sector - 120, Noida, District- Gautam Budh Nagar, U.P., admeasuring about 5700 square meters (“**Land/Project Land**”), from Authority vide registered Lease Deed dated 13.01.2013 (“**Principal Lease Deed**”) executed in pursuance of Allotment Letter No. NOIDA/Commercial/2022/2063 dated 22.11.2022. It is understood by the Vendee that all the terms & conditions as mentioned in the Principal Lease Deed will be applicable on the Vendee and the Vendee shall always be bound to comply with the all the terms & conditions mentioned in the Principal Lease Deed.

**AND WHEREAS** the Said Land was earmarked for the purpose of building a commercial complex in accordance with the building bye-laws, regulations, guidelines

and directions formulated under the provisions of U.P. Industrial Area Development Act, 1976 and plans approved by the competent authority; The said complex has been developed and marketed under the name and style of **Central Market** ("Project"). The Vendee has confirmed that the Apartment as detailed under Clause 1 shall be used for Commercial Purpose only and for Commercial Gain. The Vendee understands that the Property purchased for Commercial Gain does not qualify the Vendee as "Consumer" under the Consumer Protection Act, 2019 as laid down by the Hon'ble Supreme Court of India.

**AND WHEREAS** the Vendor has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Uttar Pradesh on----- under registration No.-----

**AND WHEREAS** the Vendor had offered to sell Commercial Units of different sizes and dimensions as per Terms and Conditions laid down in the Agreement to Sub-Lease with specifications attached, constructed on the said land under the name and style of "Central Market" (hereinafter referred to as "**Said Plot/Project**"), which is bounded as under:

**EAST :**  
**WEST :**  
**NORTH : 3**  
**SOUTH :**

**AND WHEREAS** the Vendor has further informed to the Vendee that Project has been constructed on the said Plot in accordance with the Map Approval for the Project vide letter dated 28.01.2023 with reference to Application No. 2023/01/07/8244. The Vendee undertakes not to create any hindrance, or raise any objections, for any further construction/development by the Vendor in the Said Project.

**AND WHEREAS** the Vendor has represented to the Vendee that the aforesaid land is Leasehold in nature, and the Lease for the same has been granted by the Authority vide the Principal Lease Deed. The Vendor and Authority have marketable title in respect of the said Apartment and have full right, power and authority to sub-lease and transfer the said Apartment.

**AND WHEREAS** the VENDOR has agreed to Sub-Lease the said Apartment to the VENDEE for a Consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), on the terms and conditions recorded hereunder.

VENDOR

AUTHORITY

VENDEE

**AND WHEREAS** the Vendee/s has carried out the inspection of the Project, the Said Apartment, and has satisfied themselves without influenced by any plans, brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever relating to description or physical condition of the Said Apartment, as to the soundness of construction, design and layout thereof, and also the limited rights of Vendee in the Common Areas and facilities. The Vendee on his own accord and discretion decided to execute this Sub-Lease Deed in respect of the Said Apartment after payment of entire Consideration and requisite stamp duty, and Vendor, at the request of the Vendee, is executing the present Sub-Lease Deed.

**AND WHEREAS** the Vendee hereby confirms that he/she/they has/have inspected and verified all the relevant documents and have full knowledge and understanding of the title documents, Principal Lease Deed, the Terms and Conditions in the Brochure dated 01.09.2022 of Scheme Code: - 2022-23 (Commercial Builder Plot - 1), etc. The Vendee is satisfied about the authority vested in the Vendor to Sub-Lease the said Apartment to the Vendee.

**AND WHEREAS** the present Sub-Lease Deed is being executed in furtherance of the Application Form, and Agreement to Sub-Lease which shall form part and parcel of this Sub-Lease Deed. The Terms and Conditions mentioned in the Application Form, and Agreement to Sub-Lease shall also be binding on the Parties unless superseded, directly or indirectly, by any term or condition contained in this Deed. The definitions and terms defined under the Application Form, and Agreement to Sub-Lease shall carry the same meaning as defined therein.

**AND WHEREAS** the Vendee had applied for an Unit in the Project vide application dated ----- and has been allotted Unit No. ----- having carpet area of ----- square meters (\_\_\_\_\_ square feet) on -----floor, and accordingly an Agreement to Sub-Lease had been executed on \_\_\_\_\_ (**“Agreement to Sub-Lease”/ “ATS”**).

**AND WHEREAS** after completion of the said Unit, the same was handed over by the Vendor to the Vendee for **Fit-out of the Apartment** vide letter dated \_\_\_\_\_. The Vendee has completed the Fit-out of the Apartment and has informed the Vendor about the same vide its Communication dated \_\_\_\_\_.

***NOW THEREFORE THIS SUB-LEASE DEED WITNESSETH AS UNDER:***

VENDOR

AUTHORITY

VENDEE

## **APARTMENT AND CONSIDERATION**

1. In pursuance of the Agreement to Sub-Lease and in consideration of the said sum of ..... (Rupees ..... only) which has already been paid by the Vendee and receipt of which is acknowledged by the Vendor, the Vendor hereby conveys the right, interest, possession and title of Commercial Apartment No. \_\_\_\_\_, Floor bearing No. \_\_\_\_\_ (Without Roof Rights), having a Carpet Area of ..... sq. mtr. (\_\_\_\_ Sq. Ft.) (as per the MAP attached), in the Project “Central Market” situated at Plot No. C-01, Sector-120, Noida, Uttar Pradesh-201301 (U.P.) (hereinafter referred to as “**the Apartment/ Unit**”) to the Vendee. The Vendee shall quote the Apartment Number and Project Name in all future communication with the Vendor or Authority.

## **HANDOVER OF POSSESSION**

2. The peaceful and vacant physical possession of the Apartment has been handed over by the Vendor to the Vendee simultaneously with the execution of this Sub-Lease Deed. The Vendee has checked and inspected each and every item of Said Apartment and has satisfied himself/herself/themselves about the design, layout and area of the Apartment, quality of workmanship and materials used, facilities, amenities, and have also satisfied themselves as regard the various heads against which money have been charged, and undertakes and confirm hereby not to raise any dispute or claim against the Vendor in any respect thereto.
3. The Vendee shall be required to make the Apartment functional within one year from the date of execution of this Deed and submit sufficient documents to the Authority in proof thereof. Thereafter, extension charges, as applicable, shall be payable by the Vendee.
4. (a) Upon taking possession of the Said Apartment from the Vendor, the Vendee shall have no claim against the Vendor as to any item of work, quality of work, measurements, specifications, facilities, amenities such as common areas & facilities and limited common areas & facilities, independent areas, materials, installations cost etc. or on any other ground whatsoever.  
(b) It is clear to the Vendee that if any deficiency/defect is caused in the Said Apartment due to any alteration/modification or due to the fault of the Vendee/s or occupier of the apartment or any third person, the Vendor shall not be responsible or liable to rectify the same.
5. It is admitted, acknowledged recorded by and between the Parties that all natural products such as marbles, stones, tiles, timber, etc., may have built in variations

in texture, colour, surface cracks or behaviour, or all these variations may develop in future which includes fading of colour of outer paint. Utmost care has been taken by the Vendor to obtain colour matching, even if complete colour matching may not be attainable, the Vendee(s) shall have no claim against the Vendor in this respect. The Vendee shall not have any claim against the Vendor for any defect, quality issue, lack of feature or desired brand, outage, downtime, manufacturing defect, or otherwise in the Products/ equipment/ machinery installed in the Project by the Third Party or obtained from a Third Party.

### **UNDERTAKINGS AND ASSURANCES**

6. The Vendor hereby declares and assures the Vendee that the Said Apartment under transfer is free from all sorts of encumbrances, charges, mortgages, liens, and defects in the title, unless the Vendee has created any such encumbrance on the Said Apartment.
7. In case, the Vendee has obtained loan from any Bank/Financial Institution on the said Apartment, the Vendee hereby undertakes to regularly and timely pay the dues of such Bank/Financial Institution, without imposing/causing any sort of liability upon the Vendor.
8. The Vendee shall in all respect comply with and remain bound by laws, Rules concerning Building, Project, Apartment and other rules and regulations, bye-laws of the Authority or any other Authorities for the time being in force or whenever becomes applicable in future. Alongwith abovesaid, all the Terms & Conditions of the allotment, agreement to Sub-Lease, Fit-out Guidelines, building bye-laws as amended from time to time shall be binding upon the Vendee. The Vendee shall attend, answer and comply with any and all Notices of Authority or such other Authorities at his own cost, and shall be responsible for all deviations and breaches thereof. The Vendee shall strictly observe and perform all Terms and Conditions contained in this deed.
9. The Vendee unequivocally agrees and undertakes that he shall be using the Said Apartment in coordination with the other Vendees/ Apartment Owners in the Project. If the Vendor takes up an insurance policy for the Project, all the Vendees of the Project will contribute proportionately for making payment of insurance premium to the insurance company. The Vendee shall not do, or permit to be done, any act or thing which may render void or voidable insurance of any Apartment or any part of the Project or cause increased premium to be payable

in respect thereof, otherwise, the Vendee shall be solely responsible and liable for the same.

10. The Vendee assures that it shall comply with the Provisions of the U.P. Industrial Areas Development Act, 1976 and Rules made therein, as amended from time to time.

### **LEASE RENT, CHARGES AND TAXES**

11. The Total Price of the Apartment does not include the amount of Lease Rent which will be payable and paid by the Vendee in the proportionate manner either directly to the Authority or through the Vendor, as the case may be in accordance with the terms & conditions of the Principal Lease Deed. In case of failure of Vendee to make the due payment of Lease Rent annually in advance, the Vendor/ Authority may impose interest/penalty charges upon the Vendee as provided in the Principal Lease Deed and Scheme Brochure. In the event the Vendor has made the payment of Lease rent to the Authority, the Vendee will be liable to reimburse the same to the Vendor along with the applicable Interest.
12. All the requisite charges and taxes including but not limited to Property tax, Water tax/Charges, Sewerage Tax/Charges, Maintenance charges and Electricity charges, or any other taxes or charges or sur-charges shall be payable by the Vendee from the date of *Offer for Fit-out of the Apartment*, as and when the same becomes due or payable in respect of the Said Apartment and proportionate amount towards the land underneath. If the liability in respect of any of the above is fastened upon the Vendor by any authority, the same shall be proportionately borne and payable by the Vendee(s), and the Vendee shall keep the Vendor indemnified for the payment of such charges to the extent of their proportionate share.
13. In case of any infrastructure charges/duties/taxes/cess etc. (such as embankment, ring road, flyover, metro, etc. is provided by the Authority, U.P. State Electricity Board or any other authority (ies) of the State Government/Central Government) are levied on the Vendor, the Vendee shall pay/reimburse, the charges/duties/taxes/cess etc. on pro-rata basis to the Vendor, if so imposed by the Government Authority/Department/Agencies, as and when called upon by the Vendor.
14. If due to any subsequent change in legislation/Government orders/ Notifications, directives, guidelines, building byelaws or change/amendments, any additional

measures or any other facilities/equipments/machinery are required to be installed, modified, undertaken or provided concerning the Said Apartment/Said Project, the Vendee as well as the other occupants would be jointly and severally liable for the same at their own costs, initiatives and expenses. However, in the event, any such liability is fastened on the Vendor/ Service Providing Agency for any reasons or by operation of any Law or Rules, the same shall be reimbursed by the Vendee within 15 days of receipt of appropriate demand Notice or intimation from the Vendor/Service Providing Agency in that regard on pro rata basis, as may be determined by the Vendor/Service Providing Agency, as the case may be.

15. The Vendee is liable to pay all the Charges including, but not limited to, Maintenance Charges, Electricity Charges, Water/Sewer Charges, Power Back up Consumption Charges, etc. In case the Vendee or its assignee fails to pay such charges, the supply of electricity, water, sewer, power backup, maintenance services shall be discontinued immediately. Apart from the discontinuance of Services, the Vendee shall be liable to pay the outstanding Charges, along with interest at the rate decided by the respective service providing agency from time to time.
16. The Vendor shall not claim the refund of various securities deposited by them with various Government or Local Authorities for electric, water and sewer connections etc., if any, till the date of issuance of Completion Certificate. However, if any subsequent liability arises towards Security Deposit or any other Charges which are required to be paid to any Government or Local Authorities, the same shall be borne, contributed and paid by all the Apartment Owners proportionally through Vendor/Service Providing Agency, as the case may be.
17. Any default of payment, including the amount of Interest, by the Vendee shall be recovered as arrears of Land Revenue from the Vendee and the Vendor shall have first charge over the Apartment for recovery of any dues.

#### **COMMON AREAS/ FACILITY AREAS/ INDEPENDENT AREAS**

18. It is admitted, acknowledged and so recorded by and between the parties that all rights on all areas such as parking(s) and spaces appurtenant thereto with required approaches, Common Areas, and all other facilities and areas, not covered in the calculation of carpet area, as detailed above, shall be treated as Separate Areas. All rights on such Separate Areas shall vest exclusively with the Vendor and the same can be assigned by the Vendor to any third party without any hindrance whatsoever by the Apartment Owners. The Vendor shall be

exclusively entitled to use all the Independent Areas, internal walls, boundary walls, parapet walls or any other common surface for all purposes including the display advertisements and sign boards.

19. (a) All Common Areas & Facilities shall be for common use only and no Vendee/s shall bring any action for its individual use, partition or division of any part thereof. The right of usage by Vendee(s) shall be subject to payment of requisite maintenance charges and other charges as mentioned in this Deed by the Vendee.

(b) The areas such as parking(s) and spaces appurtenant thereto with required approaches or any other area specifically designated by the Vendor as Parking, Common Areas, Limited Common Area & Facilities or Independent Area, which is not covered in the calculation of Carpet area, shall be Separate Area. All rights on Separate Areas shall vest exclusively with the Vendor. All these Separate Areas can be disposed off/ assigned by the Vendor without any hindrance or objection by the Apartment owners/occupants individually or collectively, in any manner whatsoever.

(c) The Vendee understands that Commercial Complexes/ shopping malls, such as the present Project, are not covered under the definition of Apartment as provided in the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The common areas shall therefore vest with the Vendor unless and until the same or any other part thereof is specifically transferred/allotted in any manner. The Vendee undertakes that it shall not bring any action for partition or division of any part thereof. Any covenant to the contrary, in any subsequent agreement by the Vendee, shall be *void ab initio*.

(d) The Vendor shall always have an unfettered right of access, ingress and egress to all terraces, common areas, lobbies, staircases, corridors, stilt, basements and all areas, described as Common Areas and Parking Areas without any objection from any of the Vendee.

### **PARKING**

20. No Vehicle is allowed to be parked in the Project complex except at the designated parking space provided in the Project. That Vendor has explained to the Vendee, and the Vendee has understood that the parking space is chargeable as per usage and the Vendee cannot claim any right on the same as part and parcel of the Apartment.

## **SERVICE PROVIDING AGENCIES**

21. The Vendor may nominate and assign various agencies for the maintenance, upkeep and other services in the Project. The Agencies include, but are not limited to, Maintenance Agency, Electricity Supplying Agency, etc., which are hereinafter collectively referred to as the Service Providing Agency(ies). The regular electricity, sewer, maintenance, water, power back up charges, other utility charges, maintenance/repair/replacement charges, etc. shall be borne and payable from time to time by the Vendee to the Service Providing Agencies appointed/ assigned/ nominated by the Vendor together with the applicable taxes, etc., through prepaid meter system or any other mode prescribed by the Vendor/Service Providing Agencies. The Vendee acknowledges that the aforesaid civic facilities/amenities/services as provided by the Vendor/Service Providing Agencies are subject to availability from the Government Agency(ies) or otherwise, as available at the Project.
  
22. That the Vendee will obtain electricity connection as per its requirement from the electricity department and will get the electricity meter installed at its own cost, however, the Vendor has developed the Electricity Infrastructure inside the complex and provided electrical wiring till the common meter board and the electric wiring from the common meter board. Further, the Apartment has been/will be installed and connected by the Vendee at its own cost. The Vendee has undertaken that the wiring has been installed by following the specifications and electrical wiring route, specified by the Vendor. The Electricity Infrastructure Charge which has been paid by the Vendee is only towards developing the Electricity Infrastructure in the Complex and for wiring till the common meter board.

**OR**

## **ELECTRICITY AGREEMENT**

- a. The distribution of Electricity/Power Back-Up/Energy System shall vest with the Vendor's Nominated Agency. The Vendor's Nominated Agency has already taken a single point electricity connection from Uttar Pradesh Power Corporation Limited ("UPPCL")/ Paschimanchal Vidhyut Vitran Nigam Limited ("PVVNL") for its onward supply to various consumers/users including the Vendee(s).

- b. The Vendee has obtained Electricity Connection from the Vendor's Nominated Agency, for the Said Apartment. A separate Electrical Energy Supply Agreement shall be executed by the Vendee with such Agency, if not already executed and shall be abided by the Vendee. The Vendee shall regularly pay the electricity, power back up charges, etc., to the nominated agency. Such payments shall be made to the Agency nominated by the Vendor together with the applicable taxes, etc. through Prepaid Meter System or any other mode as specified by the Nominated Agency. All terms and conditions as contained in the Electrical Energy Supply Agreement shall be duly complied by the Vendee(s).
- c. In case of any conversion of electricity system from single point to multi point supply due to direction, rules and regulations of the government/court/act etc., the entire cost of such conversion shall be borne and paid by the Vendees in proportion to the contracted load allotted to each Vendee. No refund of Electricity Infrastructure Charges, Electricity Meter Charges or any other charges, which have already been paid by the Vendee(s) to Vendor's Nominated Agency for availing Electricity Connection out of Single Point Bulk Electricity Connection, shall be made by the Vendor or its Nominated Agency to the Vendee(s) in case of such conversion.
- d. If in future any up-gradation/improvement/replacement in the energy distribution system or any other system is ordered/ desired/ permitted, then the cost thereof, including deposit of securities, shall be borne by all the Vendee(s) on proportionate sharing basis on advance payment only.

**23. MAINTENANCE OF THE PROJECT**

- a. A Maintenance Agency shall be nominated by the Vendor for maintenance of all common areas and facilities within the Complex. The Vendee shall enter into a Maintenance Agreement with the aforesaid agency for maintenance, upkeep, repairs, security etc. of the Project, if not already executed and it shall be abided by the Vendee.
- b. The Vendee agrees and consents to the said arrangements, and further agrees that the terms of the Maintenance Agreement shall be binding upon the Vendee. The Vendee shall pay necessary and regular maintenance charges and other dues without any delay and in a timely manner. In addition to the maintenance charges, there will be contribution to sinking/replacement fund by the Vendee as and when required by the Vendor or Nominated Maintenance Agency. Non-payment of any of the charges within the time

specified shall dis-entitle the Vendee for the use of common services such as lifts, and utilities such as water, electricity and power backup, etc., until the Vendee pays the interest prescribed by the respective nominated agency, on the outstanding Charges for the delayed Period, along with the outstanding Charges. The Vendee has understood the terms of this arrangement and agrees to comply with the same.

- c. An Interest Free Maintenance Security (“IFMS”) has been paid by the Vendee to the Vendor/ Nominated Agency. The amount of IFMS shall be replenished by the Vendee from time to time in case of any deduction. **The said replenishment shall be** at the time of making payment under Sub-Clause (b) of this Clause. Any fund deposited by the Vendee shall be first adjusted towards Interest, then towards replenishment of IFMS, and lastly towards the amount due.

### **INTELLECTUAL PROPERTY RIGHTS**

24. The logo, layouts, elevations and the name of the Project shall remain the same and shall not be altered or changed without an express permission of the Vendor. The Elevation, Logo, Layout and Name of the Project “Central Market” are Intellectual Property of the Vendor and the Vendor shall not be under any obligation to part with/share the same with the Vendees under any circumstances. The Vendee shall not have any right whatsoever to effect, alter or modify such Logo, Layout, Elevation, Name of the Complex at any point of time.

### **INDEMNITY**

25. In case of any natural calamity or any other adverse situation of any kind, Force Majeure, Act of God, the Vendor shall be in no way responsible for any of the losses/damages of any kind to the Vendee. The Vendee(s) agrees to indemnify the Vendor and always keep indemnified against any penal action, damages or loss due to illegal act, omission, negligence, nuisance, any act forbidden in the law, otherwise attract penal provisions of law, creates any liability qua the third parties, affects the legal rights of the Vendor in any manner. The Vendee shall not misuse, store hazardous, highly inflammable, dangerous or otherwise potentially hazardous materials/gas/plant etc., for which the Vendee(s) or the occupant of the Said Apartment shall be solely responsible and liable. The Vendor shall not be held vicariously liable for any such act of the Vendee(s).

### **RESTRICTIONS**

26. The Vendee(s) or any occupant of the Said Apartment under his authority shall not use the Said Apartment other than for Commercial and shall not cause any nuisance or annoyance to occupants of other portions of the Project. The Vendee undertakes that he/she shall not use the Said Apartment for any illegal or immoral purpose, or do anything in or around the said Apartment which tends to cause damages to the Building/Services or create nuisance to other Occupants, Vendor or its Nominated Agency. The Vendee shall not restrict/obstruct the free use of common spaces, passages, corridors, amenities available for common use. If the Vendee(s) or his tenant uses or permits the use of the premises for any purpose other than Commercial, then the Vendee shall be liable for Civil and/or Criminal Actions.
27. It is admitted, acknowledged and so recorded by and between the parties that the Vendee(s) shall under no circumstances be allowed, to carry out any change whatsoever in the elevations, lay outs, roofs, floor slabs, balconies, beams, columns, partition walls, load bearing walls, structural changes, outer colour scheme, common areas, and encroachments on common areas, limited common areas, independent areas/facilities. Further, any fit-out in the Apartment shall be done strictly in compliance with the Fit-out Guidelines issued by the Vendor. This provision shall be applicable even after handing over of the physical possession and execution of Sub-Lease Deed. In case of non-compliance or violation of this provision by the Vendee(s), the Vendor, without any formal notice, shall be at liberty to restore the Apartment to its original Condition or in any other manner to ensure structural stability, elevations and/or outer colour scheme, at the risk and cost of the Vendee(s). In case of any emergency, the Vendor/Service Providing Agency, shall have right to access the Apartment and arrest/prevent/cure the damage caused or to-be caused, by any such act of the Vendee(s) or Occupant to ensure safety, security and structural stability of the Apartment /Project, at the risk and cost of the Vendee(s).
28. The Vendee further declares that except the Said Apartment transferred to the Vendee under these present, the Vendee shall not be entitled to use any other areas, especially the unsold areas/Apartment in the project. The Vendee shall have no roof rights in the Project and the roof shall exclusively vest with the Vendor or its assignee.
29. The Vendee shall not display or exhibit any hoardings, picture, poster, statue, slogans, cut-outs, or article that are indecent, immoral, disparaging, defaming or otherwise inappropriate at any place outside the Apartment or any other place in the Project which is visible to public. It is also agreed by the Vendee that any

advertisement or other promotional material or activity shall be displayed or performed in the Project by the Vendee as per the express written guidelines of the Project and fit-out guidelines issued by the Vendor.

30. The Vendee hereby agrees to observe, perform and bound by all the terms and conditions contained herein and as contained in the Agreement to Sub-lease, Maintenance Agreement, Electricity Supply Agreement and such other documents executed/to be executed by and between the Vendee and the Vendor/its Nominee, which shall be read as part and parcel of this Sub-Lease Deed. The Vendee hereby undertakes to give notice of the above said documents executed by him to his transferees/ tenants/ lessee/ licensee/ assignees/ nominees, etc.
31. The Vendee has understood and agrees that any delay or inaction on the part of the Vendor to enforce at any time or for any period of time, the provisions hereof shall not be construed to be waiver of any provision or right thereof to enforce each and every provision in general.
32. If any provision of this Deed shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed amended or deleted in so far as it is inconsistent, and to the extent necessary to conform to applicable laws. The remaining provisions of this Agreement shall remain valid and enforceable by and between the Parties herein.
33. This Sub-Lease Deed prevails over all terms and conditions agreed orally or in writing or by way of any brochures, advertisements, price list or any other document(s).

### **MISCELLANEOUS**

34. It has been agreed amongst the parties that the segregation & safe disposal of the waste/garbage/unwanted material/by-products/out of the use products, etc., generated from the use and occupation of the Said Apartment on day-to-day basis up to the depots/bins, shall be the exclusive responsibility of the Vendee at his/her/their own efforts and expenses. The Vendee shall also remain bound by the Government Rules & Notifications in this regard.
35. The Vendee consents that he will allow the Vendor and/or maintenance staff access to and through the Said Apartment in order to inspect and also for cleaning/maintaining/ repairing work of Common Areas/ services from time to

time and at all reasonable hours without any undue restriction. The Vendee consents that he will be responsible for any damage caused to any equipment in the Project i.e., lifts, fire-fighting equipment, motors, panels, water pumps or any other item if it occurs due to his negligence or wilful act, and the same shall be restored to its original condition at the Risk and Cost of the Vendee(s). Further, the Vendee will neither himself do, nor permit anything to be done which damages any part of the building or which violates the Fit-out Guidelines, rules or bye-laws of the Local Authorities.

36. The Vendee consents that in case of further transfer, assignment, lease, license or otherwise parting with the possession of his Said Apartment by the Vendee, will attract payment of then prevailing administrative charges and a No Objection Certificate (NOC) from the existing Maintenance Agency and the Vendor. Such NOC shall be provided only subsequent to payment of charges due, as on that date, to the Vendor and/or its Service Providing Agencies. In the absence of such NOC, the subsequent occupant shall not be entitled to use utilities, Common Areas and Common Services, and the Vendee and the subsequent Occupant shall be jointly and severally liable for payment of all charges along with applicable interest, to the Vendor/Service Providing Agency.
37. It is hereby agreed by and between the Parties that the Clauses of this Deed, Principal Lease Deed, Brochure dated 01.09.2022 of Scheme Code: - 2022-23 (Commercial Builder Plot - 1), and Agreement to Sub-Lease shall be applicable on the Vendee, and any assignee/ occupant of the Apartment on behalf of the Vendee, and Vendee shall ensure that he/she is aware about the same.
38. It is also admitted, acknowledged and so recorded by and between the Parties that for the purposes of utilization of the FAR allowed on the Project as per the Rules and Regulations of the Authority, which may be modified from time to time, the Vendor may carry out additions/alterations in the sizes, location and/or number of apartments/Units in the Project. The Vendee hereby consents that he/she/they/it shall have no objection to any such addition/alteration carried out by the Vendor, to give effect to such utilization of the FAR, by way of changes in the number of apartments and/or by way of increase/decrease in the number of floors. The Vendee also hereby confirms that no further no objection/approval/permission/consent will be required by the vendor from vendee before or after affecting any of the abovesaid changes.
39. The Vendee hereby agrees and undertakes not to create any obstruction or hindrance in the ongoing or subsequent construction by the Vendor/Vendor's

Assignee or its nominee or transferee on any area outside the Said Apartment. The Vendee unequivocally hereby gives his/her/its consent and No Objection to the Vendor for such modification/alteration/addition to the Project for the optimum utilisation of the FAR as required under the Real Estate (Regulation and Development) Act, 2016 and any other applicable laws. The Vendees shall not raise any objection or claim any reduction in the price of the Apartment purchased or claim any compensation on the ground of inconvenience due to cause aforementioned or any other cause whatsoever.

40. The Vendee(s) also agrees not to object either individually or collectively in any manner whatsoever with respect to easement or any other right of his/her Apartment, their layouts, number of stories/heights of the said future constructions, which shall be construed to be a part of the Project in all manner. All rights arising out of future construction in the areas of said Project, and in the areas arising out of revisions/development in the said building/Project, shall vest exclusively with the Vendor and the same may be assigned/conveyed/transferred by the Vendor without any hindrance or objection whatsoever by the Vendee/s, either individually or collectively.
41. The headings in this Deed are given for easy reading and convenience and are of an indicative nature only. The same do not purport to define, limit or otherwise qualify the scope of this Deed, or the intent of any provision hereof. The true interpretation of any matter/clauses in this Deed shall be derived by reading the clauses in this Deed as a whole, and not in isolation or in parts or in terms of the headings provided.

#### **DISPUTE RESOLUTION**

42. In the event of any dispute or differences arising out of or in connection with the terms of this Deed, including the interpretation and validity of the terms thereof, and the respective rights and obligations of the Vendee and the Vendor, the same shall be resolved through Arbitration. The Arbitration and Conciliation Act, 1996 as amended from time to time shall govern the Arbitral Proceedings. The arbitration shall be conducted by a Sole Arbitrator. Once a dispute is notified by the aggrieved party, the Vendor shall forward a list of five (5) independent and impartial arbitrators to the Vendee. The Vendee may select any one of such arbitrators from the list sent by the Vendor to be appointed as the Sole Arbitrator, within a period of 30 days from the receipt of such communication. In the event of failure by the Vendee to select the Sole Arbitrator within the stipulated time, the Vendee shall forgo the right of selection, and the Vendor may select any one from the list to be appointed as the Arbitrator. Irrespective of the Venue of

Arbitration, the seat of Arbitration shall be at New Delhi. The Parties shall bear the Arbitration expenses equally. The Award passed by the Arbitrator shall be final and binding upon both the Parties.

43. This Deed shall be governed by and construed in accordance with the laws of India. The Courts at Delhi shall have exclusive jurisdiction in any matter arising out of or in connection with this Deed.

**NOTICE**

44. Any Notice or correspondence to the Vendor shall be served at its registered address through Regd. Post/Speed Post only. Any correspondence to the Vendee shall be sent at the address of the Said Apartment through courier/speed post/registered post/by hand or by email, and the proof of dispatch/by hand delivery/ email shall be the sufficient evidence of service on the Vendee and shall fully and effectually discharge the Vendor from the burden of proof of service/delivery of correspondence. All e-mails sent by the Vendee in respect of any matter/Notice, so as to be binding on the Vendor, are required to be confirmed by a duly signed hard-copy, which is required to be sent through Regd. Post/Speed Post to the registered office address of the Vendor.
45. For all intents and purposes, singular includes plural, and masculine includes feminine.
46. The registration expenses such as cost of stamp papers, registration fees and execution charges have been borne and paid by the Vendee, and the Vendee shall be solely responsible and liable for any further charges, demands, deficit stamp duty, liabilities, penalties or any other consequence on that account.
47. The Said Apartment which is subject matter of this Deed is also shown in the map which has been attached to this Deed.
48. The Parties hereto declare that they have taken independent legal advice and have understood the true purport, meaning and effect of this deed. The deed is executed out of free will of the Parties and without any coercion or undue influence.

IN WITNESS WHEREOF the Parties have signed and executed this Sub-Lease Deed, on the date mentioned above, in the presence of the witnesses.

**VENDOR**

For M/s. West Way Realty LLP  
**(NAME)**  
Authorized Signatory

**VENDEE**

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
MOBILE. \_\_\_\_\_

**AUTHORITY**

For New Okhla Development Authority  
**(NAME)**  
Authorised Signatory

**WITNESSES:**

- 1.
- 2.

Disclaimer: This Sub Lease Deed is only a draft sub lease deed being submitted by the promoter only for the purpose of RERA registration. However, the Noida Authority generally provides its own draft of sub lease deed after the completion of the project and it needs to be abided by the Promoter and the Allottee(s).