

TRIPARTITE SUB-LEASE DEED
(For ITHUM HEIGHTS PHASE 2)

Note: The present draft is based on the draft commonly used by the NOIDA Authority for land parcels within its jurisdiction. However, this draft is subject to change or modification due to any policy updates or approval from NOIDA, and such changes shall be binding on both the Sub-Lessor and Sub-Lessee. Additionally, the draft may be altered based on mutual consent and agreement between the Sub-Lessor and Sub-Lessee.

Govt. Valuation As per circle rate : Rs. _____/-

Sale Consideration : Rs. /- (Rupees Only)
Stamp Duty : _____/-
Super Area : _____ sq.ft. (_____ sq. mtr.)
Covered Area : _____ sq.ft. (_____ sq. mtr.)
Carpet Area : _____ sq.ft. (_____ sq. mtr.)
Office Space/ Unit No. : _____
Floor : _____
Parking (Right to Use) : _____ (Write Numerical and in figures)
Project : Ithum Heights Phase 2, Situated at Plot No. A-16, Sector – 62, Noida, Gautam Budh Nagar, Uttar Pradesh - 201301.

{The Circle Rate applicable valuation matrix notification shall be mentioned here}

THIS SUB-LEASE DEED is made at Noida on this _____ day of _____ 2025

BY AND BETWEEN

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) through Signatory _____ son of _____ through authenticated POA _____ son of _____, duly registered in the office of _____, vide Book No. _____, Volume No. ____ on pages ___ to ___, as Document No. _____, Dated _____ (hereinafter referred to as the "**LESSOR**"), which expression shall unless the context does not so admit include its successor and assigns, of the **FIRST PART**.

AND

M/s R AND R TECH MACH LTD (CIN U74899DL1984PLC019515) a company incorporated under the Companies Act 1956, having its registered office at 13 & 14

Prakash Apartments, 5 Ansari Road Daryaganj, New Delhi -110002, and its corporate office at Plot A-16, Sector – 62, Noida, U.P. – 201301 (PAN – AACCR1031K), through its Authorized Signatory/Director _____ duly authorized by the Board of Directors vide Resolution dated _____ (hereinafter referred to as the “**LESSEE**”), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns, of the **SECOND PART**

AND

_____ S/o W/o D/o _____ R/o
_____ (AADHAR: _____ and PAN: _____
_____) and _____ (AADHAR: _____
_____ and PAN: _____) S/o W/o D/o
_____ R/o _____

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

OR

M/s _____, (PAN _____) a company incorporated under the Companies Act 1956/2013, having its CIN No. _____, registered office at _____ and through its Authorized Signatory/Director _____ duly authorized by the Board of Directors vide Resolution dated _____ (hereinafter referred to as the '**SUB-LESSEE**'), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns, of the **THIRD PART**;

OR

M/s _____, (PAN _____) a LLP incorporated under the Limited Liability Partnership Act, 2008, having its LLPIN _____, registered office at _____ and through its Partner/ Authorized Signatory _____ duly authorized by the Resolution/Authority Letter dated _____ (hereinafter referred to as the '**SUB-LESSEE**'), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns, of the **THIRD PART**;

OR

M/s _____, (PAN _____) a Partnership incorporated vide Partnership Agreement having its registered office at _____ and through its Partner/ Authorized Signatory _____ duly authorized by the Resolution/Authority Letter dated _____ (hereinafter referred to as the '**SUB-LESSEE**'), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns, of the **THIRD PART**;

(The term and expression Lessor, Lessee, and Sub-Lessee shall unless the context does not admit, include them/ his/her/their/its heirs, executors, and administrator's representatives, and permitted assigns etc.)

WHEREAS:

A. That the Plot No. A-16, totally admeasuring 8000 Sq. Mtrs. situated at Sector – 62, Noida in Tehsil & District Gautam Budhha Nagar (“**Said Land**”) vide lease deed dated 31.03.1999 registered in the office of Sub-Registrar Noida in book no. I, Volume 260 at pages 326–378, 1034-1035 on dated 31.03.1999 (hereinafter referred to as “Lease Deed”).

B. That **M/s R AND R TECH MACH LTD** is the lessee of Plot No. A-16 admeasuring area 8000 Sq. Mtr. (hereinafter referred as “Said Plot”) and as per NOIDA norms the Said Land is earmarked for the purpose of building a constructing Institutional/ Office of Business Enterprises/ Corporate Office Project and the said Project shall be known as **ITHUM HEIGHTS PHASE 2** (“**Project**”). It is hereby clarified that this Project is a New Phase of the Project “Ithum Heights” and is being developed by obtaining additional purchasable FAR from the NOIDA Authority, granted vide letter No. नॉएडा/मु0वा0नि0/V-170/2024/61 dated 10.09.2024.

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no residential or other development shall be permitted unless it is a part of the plan approved by the competent authority;

C. That the Lessee has constructed an Institutional/ Office of Business Enterprises/ Corporate Offices on the said Plot in accordance with the Plan sanctioned by the Lessor and the Lessee has also now successfully obtained Occupancy Certificate dated _____ from NOIDA Authority confirming the completion status of the Project as per all prevailing norms/ regulations.

D. The Lessor has permitted the Lessee at its discretion to Transfer/Sub-Lease the said Institutional/ Office of Business Enterprises/ Corporate Office/ Institutional Facility Unit falling in the said Project by way of a Tripartite Sub-Lease Deed to the Sub-Lessee.

E. The Sub-Lessee has approached the Lessee for transfer in its favour by virtue of a sub-lease of the Space/ Unit No. _____, **Super Area** _____ **sq.ft.** (_____ **sq.mtr.**) **Carpet Area** _____ **sq.ft.** (_____ **sq.mtr.**) in Tower No. A1 on _____ **Floor** along with Garage/covered parking no _____ admeasuring _____ square meters(_____ square feet) in the _____ in the Project known as “**ITHUM HEIGHTS PHASE 2**” situated at Plot No. A-16, Sector- 62, Noida, U.P. - 201301 more particularly the said

Space/ Unit as described in the layout plan annexed herewith hereinafter referred to as “**Demised Premises**”.

- F.** Accordingly, the Parties are now desirous of entering into this Sub Lease Deed, which shall more particularly set forth their respective rights and obligations with clear agreement that the present Sub Lease Deed will supersede the previous discussions, negotiations and Agreement for Sale/ Lease/Allotment Letter so far as they are contrary to the terms of this Tripartite Sub Lease Deed and now onward the terms and conditions of this Sub-Lease Deed shall prevail between the parties, and the Parties have agreed to enter into this Sub-Lease Deed, subject to the terms and conditions as recorded herein.

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

1. That in consideration of the amount of **Rs. /- (Rupees Only)** paid by the Allottee/Sub-Lessee to the Lessee, the receipt whereof the Lessee hereby admits and acknowledges and the Allottee/Sub-Lessee agreeing to observe and perform all the terms and conditions herein contained and as contained in the Lease Deed, executed between Lessor and Lessee and the terms and conditions of Agreement for Sale/ Lease, executed between the Allottee/Sub-Lessee and the Lessee, thus the Lessee doth hereby agrees to demise and the Allottee/Sub-Lessee agrees to take on Sub-Lease the Said Space/Unit with all rights and easements whatsoever necessary for the enjoyment of the said Space/ Unit along with right to use the common area staircases, corridors, common roads, facilities, dedicated lifts and escalator, entrance and exits of the said project, water supply arrangement, installations, such as power system, lighting system, sewerage system, etc. in the said Project only, subject to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.
2. That the Lessor and the Lessee doth hereby grant Sub-Lease of the said Space/ Unit unto the Sub-Lessee, for period of 90 years, reckoned from 31.03.1999.
 - a) A right to lay water mains, drains, sewers, or electric wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.
 - b) Full rights and titles of all mines, minerals, coals, washing gold's earth, oils, quarries, in or under the demised premises and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of built up space/unit for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Sub-Lessee for all damages occasioned while exercising the rights reserved. The decision of the Chief Executive Officer

of the Lessor on the amount of which compensation shall be final and binding on the Sub-Lessee(s).

3. The vacant and peaceful possession of the Said Sapce/ Unit has been delivered to the Sub-Lessee simultaneously with the/ prior to the signing and execution of this Tripartite Sub-Lease Deed, and the Sub-Lessee has satisfied himself as to the area of the Said Space/ Unit, pricing of the said Space/ Unit, quality and extent of construction and the specifications in relation thereto and the Sub-Lessee has agreed not to raise any dispute at any time in future on this account. The Sub-Lessee/ Allottee acknowledges that all undertakings/ documentations signed at the time of possession handover of the Space/ Unit including but not limited to Lease Facilitation Agreement, if applicable, shall remain valid and binding and shall be read harmoniously with this Sub-Lease Deed.
4. That the said project, built on Plot No. A-16, situated at Sector-62, Noida, Distt. Gautam Budh Nagar, Uttar Pradesh and the maintenance charges of the said project are applicable and payable by the Sub- Lessee as agreed. Accordingly, the Sub-Lessee has executed a separate Maintenance Agreement regarding the said Project, thus the Sub Lessee shall be bound by all the covenants and conditions therein.
5. That the up-keeping and maintenance of the Said Project "**Ithums Heights Phase 2**" shall be carried out by the Lessee or the nominated Maintenance Agency appointed by the Lessee.
6. That the electricity supply to the Space/ Unit of the Said Project has been provided by single point electricity connection through separate meters. The maintenance charges of the Said project, Electricity consumption charges, HVAC usage Charges, and Power Back-up charges (if availed) of Space/ Unit will be charged and levied by the Lessee or nominated Maintenance Agency, the electricity supply of the Space/ Unit shall not be restored until the dues of any charges remains unpaid. Interest @18% per annum plus applicable taxes shall be charged for the period of delay. The Lessee can source the electricity to its consumers/sub-lessee from any source and Sub-Lessee shall always be liable to pay the charges for electricity consumption as per the tariff of the Electrical department without objecting to the source from which the electricity is being provided by the Lessee. The Water meter shall be installed at the cost of Sub-Lessee and its consumption charges shall be payable as per the rate fixed by the Lessee.
7. That for computation purposes, the super area shall be as per the Agreement for Sale/ Lease. The Sub-Lessee shall get exclusive possession of the Carpet area as provided under RERA, 2016 read with UPRERA Rules, and proportionate common areas & other common facilities available in the Said Project for the said Space/Unit. The Sub-Lessee shall have no right, interest or title in the remaining part of the Said Project; which is not included in the

super area, except the right of ingress and egress in common areas, which shall remain the property of the Lessee. The title of the said Sapce/ Unit is being transferred to the Sub-Lessee through this Tripartite Sub Lease Deed.

8. That the Sub-Lessee shall not be entitled to claim partition of his/her/their undivided share(s)/right(s) in the land of the Said Project "**Ithums Heights Phase 2**" and same shall always remain impartial, undivided and unidentified.
9. That the Sub-Lessee undertakes to put to use of the said Space/ Unit exclusively for the uses which are permissible under the Law and he/she/they shall not use the said Unit for any other purpose e.g. Rice mill, Atta Chakki, Factory, Welding Work, butcher shop/raw meat/meat cutting shop/Fresh Meat/Flesh/Chicken or any kind of non-vegetable Shop, Liquor/Wine Shop, Spa, Ware house or Shop for Chemical or Explosive or other hazardous material prone to fire/leakage, trading building materials or for noxious purpose, which may create nuisance in the Said Commercial Project and shall not stock goods outside the said Unit etc., and/or any activity which is injurious and/or which is prohibited by the State or Central Government. Use of the said Space/ Unit other than for institutional purposes will render this Tripartite Sub-Lease Deed liable for cancellation and the Allottee/Sub Lessee will not be entitled to any compensation whatsoever. That the sub-lessee undertakes to comply with the guidelines of the Lessee/operating nominated Maintenance agency of the project. The Lessee hereby confirms that all necessary fire equipment has been installed and the requisite fire clearance (No Objection Certificate, or "NOC") has been obtained from the competent authority. After the possession of the said unit, the Sub-Lessee will take prior written permission/clearance from the Lessee/Maintenance Agency before initiating the interior work and making any changes, modification, alterations for interior work of the said unit. Furthermore, The Sub-Lessee(s) shall also be held accountable for any acts or omissions that may lead to damage to the other units or other parts of the project from any fire incident and Sub-Lessee shall also be obligated to acquire insurance coverage for his/her/their allotted unit.
10. That except for the transfer of said Unit/Space all common easementary rights/shares attached therewith, the entire common areas and facilities as provided in the said project and its adjoining areas including the unclothed terrace/roof, facilities therein, storage areas etc. and the un-allotted areas and Units (if any) shall remain the property of the Lessee and shall deemed to be in possession of the Lessee, who has all the rights to dispose of these properties in any manner.
11. That the said Space/ Unit is free from all sorts of encumbrances, liens and charges etc., except those created at the request of the Sub Lessee himself to facilitate his loan/ financial assistance for the purchase of the said Unit.

12. That 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.
13. That the Lessee has deposited/paid the one time lease rent in respect of the said land/project to the Lessor.
14. That the Sub-Lessee shall be liable to pay on demand, Municipal Tax, Signage tax, Property Tax, Water Tax, Sewerage Tax, other Annual rent, Taxes, compensation to the Farmers, Metro Cess, GST, charges, Swachh Bharat Cess, Krishi Kalyan Cess and any other Cess/levies etc. imposed by the Lessor and/or any other local or statutory authority from time to time either in proportion to the area of the said Unit or specifically calculated for its particular unit from the date of allotment/agreement to sale of the said Unit.
15. That the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in the Tripartite Sub-Lease Deed and the terms & conditions of Agreement for Sale/ Lease and shall punctually observe the same in respect of the said Unit purchased by him. The Agreement for Sale/ Lease, shall be deemed to be a part of this Tripartite Sub-Lease Deed, the Sub-Lessee confirms that he has received the copies of the same.
16. That the Sub-Lessee shall not sell, transfer or assign, mortgage the whole or any part of the said Unit to anyone except with the previous consent in writing of the Lessor/Lessee and on such terms and conditions including the transfer charges/fees as may be decided by the Lessor from time to time and shall have to follow the rules and regulations prescribed by the Lessor in respect of Lease- hold properties.
17. That it will be obligatory to obtain a No Dues Certificate/NOC from the Lessee and get the mutation done in case of subsequent sub-lease along with due incorporation of the particulars of the subsequent transferee(s) with the Lessee, and the said NOC will be issued by the Lessee upon payment of applicable/ prevailing administrative charges plus applicable taxes. Any charges levied by the Lessor shall be additionally payable by the sub-lessee.
18. That whenever the title of the Sub-Lessee in the said Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in the Lease Deed and Tripartite Sub-Lease Deed and

the terms and conditions of Agreement to Sale/Lease and the Maintenance Agreement already signed by the Sub-Lessee (Previous one) referred to elsewhere in this Tripartite Sub-Lease Deed and he/they will be answerable in all respects to the Lessor therefore in so far as the same may be applicable and relate to the said Space/ Unit.

19. a) That whenever the Sub-Lessee or the title holder of any Unit intends to transfer the title ~~deed~~, the Sub-Lessee has to submit the No Dues Certificate from the Lessee/Maintenance Agency, as the case may be along with the Transfer Memorandum Application. It is the responsibility of the Sub-Lessee to clear all kinds of dues including maintenance payable to either Lessee or maintenance agency. The Lessee shall have an unequivocal right to decide the reasonable time for submission of NOC.
 - b) In the event of death of the Sub-Lessee, the person on whom the rights of the deceased devolve by law of succession shall, within Three (3) months of devolution give notice of such devolution to the Lessor and the Lessee/ Maintenance Agency (as the case may be). The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding due, any type of charges and other amounts due to the Maintenance Agency, Lessee, Lessor or any other Government Agency.
 - c) The transferee or the person on whom the title devolves, shall furnish the certified copies of documents evidencing the transfer or devolution to the Lessor/Lessee and to the nominated Maintenance Agency.
20. That notwithstanding the reservations and limitations, the Sub-Lessee shall be entitled to sublet the said Unit only in accordance with applicable policy and Law/bye-Laws of NOIDA/any Government Body and also according to the covenants and conditions which are contained in the Tripartite Sub-Lease Deed, Agreement for Sale/Lease and Maintenance Agreement.
 21. That the Sub-Lessee may mortgage the said Unit in favour of the State or Central or financial institutions/commercial banks, etc. for raising loan with the prior permission of the Lessor and Lessee in writing. Provided that in the event of sale or foreclosure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover such percentages as may be decided by the Lessor of the unearned increase in the value of the said Unit as first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value shall be final and binding on all the parties concerned. Provided further the Lessor shall have pre-emptive right to purchase the mortgaged or charged property after deducting such percentage as decided by the Lessor of the unearned increase as aforesaid. The Lessor's right to the recovery of the unearned increase and pre-emptive right to purchase the property, as mentioned hereinbefore, shall apply equally to involuntary sale or transfer, be it by or through execution of decree or insolvency or any court of law.

22. That the Lessor and/or the Lessee and/or the Maintenance Agency and their employees shall have the right to enter into and upon the said Unit in order to inspect, carry out repair work from time to time and at all reasonable times of the day after giving prior notice to the Sub-Lessee except in case of emergency during the term of the Sub-Lease.
23. That the Sub-Lessee shall from time to time and at all times pay directly to the local Government/Central Govt./Local Authority or Lessor existing or to exist in future all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the validity of this deed be assessed, charged or imposed upon the said Unit hereby transferred.
24. That so long as each said Unit shall not be separately assessed for the taxes, duties etc., the Sub-Lessee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the said Unit to the Maintenance Agency, or to the Lessee, who on collection of the same from all the Sub-Lessee of the said Project shall deposit the same with the concerned local Authority or Lessor.
25. That the Sub-Lessee shall not raise any construction whether temporary or permanent or make any alteration or addition or subdivide or amalgamate the said Unit without prior written permission of Lessee and it shall be the discretion of the lessee to permit the same.
26. (a) The Sub-Lessee will not carry on, or permit to be carried on, in the said Unit any trade or business whatsoever which in opinion of the Lessor and/or Lessee may be a nuisance, annoyance or disturbance to the other owners of the said project and persons living in the neighbourhood.

(b) The Sub-Lessee will obey and comply to all directions, rules and regulations made by the Lessor/Lessee which are now existing or herein after to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the said project.
27. Further, there are many services which are common for both the phases/towers of the project i.e. basement, fire and electrical services. All the services shall be ready during the course of completion of the Phase 2 of the project. The Sub-Lessee shall have no objection for the same and on account of these services, he/she/they can't hold the payment of any kind of amount which is due towards unit cost, maintenance charges and any other charges etc. and the Sub-Lessee shall not in any manner whatsoever encroach upon any of the common areas, limited use areas, independent areas and shall also have no right to use the facilities and services not specifically permitted to use. All unauthorized encroachments or temporary/permanent constructions carried out in the said Unit by the Sub-Lessee shall be liable to be removed at his/her/their own cost by the Lessor or by the Lessee and/or by the

Maintenance Agency. The charges levied by the Lessor & Lessee in this regard shall be final and binding on the Sub-Lessee without any objection.

28. That the sub-lessee has been allocated slot no.____ in the garage/ covered parking area and agrees to use the additional parking on pay and park basis and as per the guidelines of operating agency/lessee, he/she/they is/are fully aware that there is no dedicated parking slot and its availability shall be as per the discretion of the operating agency/lessee. **OR** The Sub-Lessee shall have one dedicated ____ (*Write Numerical as well as in figures*) Car Parking Space in Basement ____ (*Write Numerical as well as in figures*) and any more requirements for parking shall be based on pay and park norms and as per the guidelines of operating agency/lessee.
29. The Sub Lessee/Allottee understands that the Lessor and/or other competent authorities etc. may allow additional FAR to the Lessee on a purchasable/non-purchasable basis. If the Lessee decides to use the additional floor area ratio FAR leading to further construction whether vertical or otherwise, then the Sub Lessee/Allottee shall not have any objections to the same. The Sub Lessee/Allottee will also sign the required document and no objection certificate as and when required by the Lessee or Lessor. The Lessee shall have the right to carry out the construction of further premises/extension of current premises in the eventuality of such change in the FAR. The Lessee shall ensure that the operations from the Space/ Unit are not affected as a result of taking on construction activities for utilizing such additional purchasable/non-purchasable FAR.
30. That the said Project along with pump houses, generators, etc. may be got insured against fire, earthquake and civil commotion by the Lessee or the Maintenance Agency at the cost and expenses of the Sub-Lessee and all the Sub-Lesseees will be required to pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency for the purpose of insurance.
31. That the Sub-Lessee will neither himself/herself/themselves permit anything to be done which damages any part of structure/equipment/wiring etc. of the adjacent Units etc. nor violates the rules or bye-laws of the Local Authorities.
32. That the Sub-Lessee may get insurance of the Unit along with contents lying in the said Unit at his/her/their own cost and expenses. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in the Building/Said Project or any part thereof. The Sub-Lessee shall always keep the Lessor/Lessee or its Maintenance Agency, harmless and indemnified for any loss and/or damages in respect thereof.
33. That the Sub-Lessee shall not harm or cause any harm or damage to the peripheral walls, front, side and rear elevations of the said Unit in any form. The Sub-Lessee shall also not change the colour scheme of the outer walls or

panting of exterior side or the shutters etc. and shall not carry out any change in the exterior elevation and design.

34. That the Sub-Lessee shall put the sign board of his/her/their Unit in the designated place only and shall not exceed the height of the wall constructed for the purpose. The width and height of the sign board shall be decided by the Lessee. The Sub-Lessee further agrees that he/she/they shall not himself/herself/themselves do or cause anything to be done in or outside the Unit which tends to cause damage to any flooring or ceiling of any Unit adjacent to its Unit or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose. In case of putting the signage/sign board on the place other than the designated place the penalty imposed by the Lessee shall be paid by the sublessee. All kind of taxes imposed by the Authority/Lessor shall be payable by the Sub-Lessee only. The Façade of the whole complex is always the property of the Lessee and its usage shall always be available at the discretion of the Lessee on payment basis.
35. That the Lessee/Sub-Lessee will not erect or permit to be erected any part of the demised premises any stables, sheds or other structures of description whatsoever for keeping horse, cattle, dogs, poultry or other animals except and its so far as may be allowed by the Lessor in writing.
36. That the Lessee/Sub-Lessee shall not exercise its option of determining the lease to hold the Lessor's responsibility to make good the damages if by fire, tempest, flood or violence of army or of a mob or other irresistible force any materials part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
37. 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. The Sub-Lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building except at a place specified for the purpose by the Lessee.
38. That the Sub-Lessee shall not remove any walls of the said Unit including load bearing walls and all the walls/structures of the same shall remain common between the Sub Lessee and Owners of the adjacent Units.
39. That the Sub-Lessee will not undertake any alterations in his/her/their Unit without prior written approval of the Lessee. The Sub-Lessee shall not be allowed to effect any of the following changes/ alterations:
 - i) Changes, which may cause damage to the structures (columns, beams, slabs etc.) of any part of adjacent Units. In case damage is caused to an adjacent Units or common area, the Sub-Lessee will get the same repaired.

- ii) Changes that may affect the facade of the Unit (e.g. changes in windows, tampering with external, 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 Said Project
40. That the Sub-Lessee shall strictly observe the following points to ensure safety, durability and long term maintenance of the Building:
- (i) No changes in the internal lay-out of a Unit should be made without consulting a qualified structural consultant and without the written permission from the Lessee or the Lessor, if required.
 - (ii) No 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 Unit is not tampered with or modified in any case.
 - (iv) Use of acids for cleaning the toilets shall not be permitted and not allowed.
 - (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) In case Sub-Lessee rents out the Unit, he/she/they is/are required to submit all details of the tenants to the Lessee/Maintenance Agency. The Sub-Lessee will be responsible for all acts of omission and commission of his/her/their tenant. The "Said Project Management" may object to renting out the premises to persons of objectionable profile.
41. That the Sub-Lessee and all other persons claiming under him/her/them shall ensure that the premises are kept in good shape and repairs and that no damage is caused to the premises.

42. That the Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed have been borne and paid by the Sub-Lessee.
43. That the Sub-Lessee/Allottee will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act and if any stamp duty and deficiency of stamp, imposed by the Govt./Competent Authority on the allotment letter, agreements for maintenance, electricity and power backup etc. shall be paid and borne by the Sub-Lessee/Allottee.
44. That the Lessor shall be entitled to recover all dues payable to it under the deed by the Sub-Lessee as arrears of land revenue without prejudice to its other rights under any other law for the time being in force.
45. The provisions of Urban Planning and Development Act 1973, U.P. Industrial Area Development Act,1976 and any rules/regulations framed under the Act or any direction issued shall be binding on the Lessee/Sub-Lessee.
46. That all powers exercisable by the Lessor under the Deed may be exercised by the Chief Executive officer of the Lessor. The Lessor may also authorize any of its officers to exercise all or any of the powers exercisable by it under this Deed. Provided that the expression Chief Executive Officer 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.
47. That the Chief Executive Officer of the Lessor reserves the rights to make such addition, alteration or modification in terms and conditions from time to time as he may consider just and reasonable and shall be binding and acting upon the Lessee/Sub-Lessee.
48. That in case of any breach of the terms and conditions by the Sub Lessee of the Lease Deed executed between Lessor & Lessee and/or breach of terms and conditions of the Tripartite Sub-Lease Deed executed between the Lessor, Lessee and Sub-Lessee and terms and conditions of Allotment Letter/Agreement to Sale for said Unit executed between the Sub-Lessee and the Lessee, the Lessor and the Lessee will have the right to re-enter the said Unit after determining the lease hold rights in respect thereof. On re-entry of the demised said Unit, if it is occupied by any structure built unauthorisedly by the Sub-Lessee, the Lessor and/or the Lessee will remove the same at the expense and the cost of the Sub-Lessee. Before exercising the right of re-entry, due notice to the Sub-Lessee shall be given by the Lessor and/or the Lessee to rectify the breaches within the period stipulated by the Lessor and/or the Lessee.
49. That all notices, orders and other documents required under the terms of the Sub-Lease or under the Uttar Pradesh Industrial Development ACT,

1976 (U.P.ACT NO. 6 OF 1976) or any rule or regulation made or directions issued there under shall be deemed to be duly served as provided under section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act(re-enactment with modifications) 1974 (U.P. Act No. 30 of 1974).

:: SPACE LEFT BLANK INTENTIONALLY ::

SCHEDULE OF THE UNIT

Office Space/ Unit bearing No. _____, in Tower No. A1, on _____ Floor, having its total Super Area of _____ sq.ft. (_____ sq.mtr.) and Carpet Area of _____ sq.ft. (_____ sq.mtr.) in the project named "Ithums Heights Phase 2" built on Plot No. A-16, situated at Sector-62, Noida, Distt. Gautam Budh Nagar, Uttar Pradesh 201301 along with undivided, impartible, unidentified leasehold rights in the portion of the said land underneath the building in proportion of the super area of the said space/ Unit, as per the enclosed plan and bounded as follows:-

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

Loan Detail:- _____

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

In presence of Witnesses:

Signed for & on behalf of the
Lessor/NOIDA

(1) Name:
Address:

(2) Name:
Address:

Signed for & on behalf of the
LESSEE

SUB-LESSEE/S

ANNEXURE - 1

UNIT LAYOUT