

SUB-LEASE DEED

Sale Consideration : **Rs.**
Market Value : **Rs.**
Stamp duty @7% : **Rs.**
Shop/Unit No. :
Floor :
Super Area : sq.mtr. (.....sq.ft.)
Carpet Area : sq.mtr. (..... sq.ft.)

Circle Rate @ Rs.86250/- per sq. mtr.

(According to Govt. Circle Rate List and Floor rebate is as per Rate List.)

THIS SUB-LEASE DEED is made at Greater Noida Distt. Gutam Budh Nagar, on this ----- day of ----- 2022

BY AND BETWEEN

M/s Wall Rock Developers LLP., a Company duly incorporated under the Indian Companies Act, 1956 and having its Registered Office at B-33, 3rd Floor, Sector – 63, Noida, and Corporate office at B-33, 3rd Floor, Sector – 63, Noida, 201301, through its Authorized Signatory **Mr.S/o Sh.** duly authorized by the Board of Directors vide Resolution dated (hereinafter referred to as the **“SUB-LESSOR/DEVELOPER”**), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns, of the **FIRST PART (PAN No. AADFW9335HP)** .

AND

Mr. S/o Sh.R/o Vill-.....U.P. (individually hereinafter referred to as the **SUB-LESSEE**'), which expression shall, unless it be repugnant to the context or meaning

SUB-LESSOR/DEVELOPER**SUB-LESSEE**

thereof, mean and include his/her/their/legal heirs, executors, administrators, legal representatives and assigns, of the **SECOND PART;** (PAN-) (Ph. No.-

Whereas

- A.** That by an agreement dated 07-02-2003 termed as "Concession Agreement" between Taj Expressway Industrial Development Authority (Now Yamuna Expressway Industrial Development Authority "YEIDA" through notification No. 1165/77-4-08-65N/08 Lucknow dated 11.07.2018 of U.P. Govt.) hereinafter referred as "**YEIDA**" a statutory body constituted under U.P. Industrial Development Act, 1976 and having its principal office at J-3, Sector-41, Noida, Distt. Gautam Budh Nagar-201301, Uttar Pradesh, India and Jaiprakash Industries Limited, a company incorporated under the provisions of companies Act 1956 and having its Registered Office at 5 Park Road, Hazratgunj, Lucknow (UP) and Head Office at JA House, 63 Basant Lok Community Centre, Vasant Vihar, New Delhi-110057, India the **Concessioner** was granted concession for arrangement of finances, design, engineering, constructions and operation of the Expressway.
- B.** That in the terms of the provision of Concession Agreement to full fill its obligation YEIDA agreed to transfer on lease to Jaypee Infratech Limited "**JIL**" (a subsidiary company of Jaiprakash Industries Limited) 25 million sq.mtrs of land for commercial, amusement, industrial, institutional and residential development at 5 or more locations along the Expressway, including 5 million sq.mtrs. of land at NOIDA/ GREATER NOIDA/ALIGARH/AGRA.
- C.** That YEIDA in part of discharge of its obligations under Concession Agreement for the transfer of land for development, has earmarked 548.7635 hectares of land at Mirzapur land parcel LFD-3 out of which 529.3918 hectares of land already transfer infavour of JIL by different lease deed and for the rest of 19.3717 hectares land a necessary action is being taken by **YEIDA**.
- D.** That YEIDA granted unfettered rights through various lease deeds (details enclosed) for the period of 90 years in favour of JIL to sub-lease the whole or any part of the subject land whether developed or undeveloped and whether by way of plots or constructed properties or give on leave and license or otherwise dispose of its interest in the subject land or part thereof to any person in any manner whatsoever without requiring any consent or approval of YEIDA or of any other relevant Authority.

SUB-LESSOR/DEVELOPER

SUB-LESSEE

- E.** That JIL transferred the land out of LFD-3rd by way of five separate Sub-Lease Deeds, (1) on dated 22-05-2013 registered vide document no. 11798, book no. 1, volume no. 13251 and page no. 299 to 450 and (2) on dated 05-10-2013 registered vide document no. 24479 book no. 1 volume no. 14222 and pages 85 to 134 (3) on dated 09-01-2014 registered vide document no. 781 book no. 1 volume no. 14828 and pages 227-282, (4) on dated 27-06-2014 registered vide document no. 20325 book no. 1 volume no. 16236 and pages 189-242 and (5) on dated 31-07-2014 registered vide document no. 25183 book no. 1 volume no. 16526 and pages 107-162 all are registered in the office of the Sub-Registrar Sadar, Gautambudh Nagar, U.P. in favor of **Gaursons Realtech Pvt. Ltd.** and the **Gaursons Realtech Pvt. Ltd.**, has developed a Township namely **Gaur Yamuna City** “GYC” over the consolidated 250 acres of land purchased through above said five sub-lease deeds, the entire land of said Township has been divided into various parts for the development and construction of various projects like Group Housing, Group Housing Plots, individual residential plots, institutional plots, facilities, public utilities, Group Housing & Commercial Shop space etc., Over the said land A Commercial **Plot No. C-14, Sec comm. Plot Gaur Yamuna City (Pocket-3) Mirzapur Site LFD-3, Sector-19, YEIDA Greater Noida G.B. Nagar** transferred to **Wall Rock Developers LLP** vide sub Lease Deed no.Book No.....Volume No.....page.....The said Commercial Shopping spaces together with the Land shall hereafter be referred to and named as the “**Yamuna City Mall**” in Township **Gaur Yamuna City** (Pocket-3) situated at Gaur Yamuna City (Pocket-3), Mirzapur Site (LFD-3), Sector-19, YEIDA, Greater Noida, District – Gautambudh Nagar, (U.P.).
- F.** That all the terms and conditions of the Lease Deed(s) and Concession Agreement executed by YEIDA in favour of Jaypee Infratech Ltd. and the sub-lease deeds in favour of the **Sub-Lessor/Developer** shall also be applicable and binding over the Sub-Lessee(s).
- G.** That the Master Plan Layout of GYC of entire 250 Acre land as one land piece demarcated as Pocket-3 has been approved by the YEIDA. The layout plan of the Project “**Yamuna City Mall**” situated in GYC also has been approved and Completion Certificate vide letter No. Y.E.A/Niyojan/148/2022 dated 23-09-2022 also been issued by YEIDA. The layout plan and Part Completion Certificate Copy of the Project “**Yamuna City Mall**” are annexed herewith.
- H.** The Sub Lessee named above, applied to the Sub-Lessor/Developer for allotment of a Shop/Unit and the Sub-Lessor/Developer

SUB-LESSOR/DEVELOPER

SUB-LESSEE

allotted a Shop/Unit bearing No.**“Yamuna City Mall”** on Floor ... admeasuring approximately **sq.mtr. (..... sq.ft.)** super built-up area in the said **“Yamuna City Mall”**, situated in the Township “Gaur Yamuna City” at Gaur Yamuna City (Pocket-3), Mirzapur Site (LFD-3), Sector-19, YEIDA, Greater Noida, District – Gautambudh Nagar, (U.P.) alongwith undivided and impartible lease-hold rights in the portion of the Land underneath the building **“Yamuna City Mall”**, more fully described in the Schedule given hereunder, together with proportionate rights to use the common covered area, including all easement rights attached thereto, hereinafter referred to as the **“Shop/Unit”** on the terms and conditions as contained in the terms and conditions of Allotment/Agreement for Sale dated (hereinafter referred to as Allotment Letter) executed between the Sub-Lessor/Developer and the Allottee/s/Sub Lessee.

- I.** The Sub-Lessee has carried out the inspection of the lease deed executed in favour of First Party by the JIL, Building plans of the said Project / unit, and has satisfied himself/herself/themselves 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 unit and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said complex **“Yamuna City Mall”**.
- J.** 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 BBA/Allotment Letter 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 SUB-LEASE DEED WITNESSETH AS FOLLOWS:

1. That in consideration of the amount of **Rs./- (RupeesOnly)** paid by the Allottee/s/Sub-Lessee to the Sub-Lessor/Developer, the receipt whereof the Sub-Lessor/Developer hereby admits and acknowledges, and the Allottee/s/Sub Lessee agreeing to observe and perform the terms and conditions herein contained and as contained in the Allotment letter, the Sub-Lease

SUB-LESSOR/DEVELOPER

SUB-LESSEE

Deed(s) executed between the Sub-Lessor/Developer and the JIL and the terms and conditions of Allotment Letter executed between the Allottee/s/Sub Lessee and, the Sub-Lessor/Developer both hereby agree to demise and the Allottee(s) agree to take on Sub-Lease the Said Shop/Unit with all its sanitary, electrical, sewerage and other fittings, together with all rights and easements whatsoever necessary for the enjoyment of the Said Shop/Unit along with right to use the common staircases, corridors, common roads, facilities, lifts, entrance and exits of the building, water supply arrangement, installations, such as power system, lighting system, sewerage system, etc., subject to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.

2. That the Sub-Lessor/Developer hereby grant Sub-Lease of the said Shop/ Unit unto the said Sub-Lessee, for remaining unexpired period of Lease of said land in favour of the Sub-Lessor/Developer.
3. The vacant and peaceful possession of the Said **Shop/Unit** 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/herself/themselves as to the area of the Said **Shop/Unit**, quality and extent of construction and the specifications in relation thereto and the Sub-Lessee has agreed not to raise any dispute at any time in future on this account.
4. That the Sub-Lessee(s) shall not have any right, title or interest outside **“Yamuna City Mall”**, amenities, facilities, sports/club facilities etc. The **Sub-Lessor/Developer** reserved its rights to dispose off those facilities or can charges membership fee/usage charges in accordance with rules and regulations framed under its sole discretion. The township has a master plan wherein areas/land has been duly enmarked for particular usage. It is not an obligation towards **Sub-Lessor/Developer** to construct the building over the enmarked land plot in accordance with approved layout plans by

SUB-LESSOR/DEVELOPER

SUB-LESSEE

YEIDA and the land use, the **Sub-Lessor/Developer** may offer/transfer these areas for development and construction to another developers in accordance with usage defined in approved master layout plan and development of these areas will depends upon the market viability.

5. That the Sub-Lessee shall not be entitled to claim partition of his/her/their undivided share in the land of the Project **“Yamuna City Mall”**, as aforesaid, and the same shall always remain undivided and impartibly and unidentified. This is further clarified that the interest of the Sub-Lessee shall be confined in the land of the project **“Yamuna City Mall”** only, sub-lessee shall not be concerned with the remaining land of the Township Project GAUR YAMUNA CITY.

6. That for computation purpose, the super area means and includes the covered area, if any, lofts plus proportionate common areas such as projections, corridors, passages, area under lifts and lift rooms, staircases, underground/ overhead water tanks, munties, entrance lobbies, electric sub station, pump house, shafts, guard rooms and other common facilities of the Said **Shop/Unit**. The Sub-Lessee shall get exclusive possession of the built-up area, i.e., covered area, areas of balconies, area of lofts and area of cub-boards, if any, of the Said **Shop/Unit**. The title of the Said **Shop/Unit** is being transferred to the Sub-Lessee through this Sub Lease Deed.

7. That the projects **“Yamuna City Mall”** in the Gaur Yamuna City have a separate identity for any changes in the layout of the Township Gaur Yamuna City the consent of the Sub-Lessee shall not be require, the Sub-Lessor/Developer under its own discretion can make any change therein

8. The Sub-Lessee undertakes to put to use the said **Shop/Unit** exclusively for the Commercial use only and for no other use/mixed use whatsoever. Use of the said **Shop/Unit** other than Commercial will render Sub-Lease liable for cancellation and the allottee/Sub-Lessee will not be entitled to any compensation whatsoever.
9. That except for the transfer of said **Shop/Unit** all common easementary rights attached therewith, the entire common areas and facilities provided in the complex and its adjoining areas including the unclothed terrace/roof, facilities therein, storage areas etc., and the unallotted areas and **Shop/Unit**, if any, shall remain the property of the Sub-Lessor/Developer and shall be deemed to be in possession of the Sub-Lessor/Developer, who have the right to disposed of these properties.
10. That the said **Shop/Unit** is free from all sorts of encumbrances, liens and charges, etc., except those created at the request of the Sub-Lessee himself/ herself/ themselves to facilitate his/ her /their loan/ financial assistance for purchase of the said **Shop/Unit**.
11. That the said project "**Yamuna City Mall**" is situated in the Township "Gaur Yamuna City" and "Township" maintenance charges along with the maintenance charges of the project are applicable and payable by the sub-lessee. The one time interest free maintenance security (IFMS) also has been deposited by the sub-lessee, 25% of the IFMS deposit and 15% from the monthly maintenance charges of the flat/dwelling unit shall be transferred in the head of Township Maintenance. The Sub-Lessor/Developer shall have the right to apply all best possible methods available to him for collecting the "Township" maintenance charges. The sub-lessee has executed separate agreements namely Township Maintenance Agreement,

SUB-LESSOR/DEVELOPER

SUB-LESSEE

Maintenance Agreement of the Project "**Yamuna City Mall**" and Electricity supply agreement, the sub-lessee shall be bound by all the covenants and conditions mentioned therein.

12. That the up-keeping and maintenance of the project "**Yamuna City Mall**" shall be carried out by the Sub-Lessor/Developer/Nominated Maintenance Agency. The "Township" maintenance of the Township Gaur Yamuna City will be carried out by the Sub-Lessor/Developer or its nominee(s). Common area electricity charges will be paid on monthly basis. The Maintenance charges in advance for the one year being paid by Sub-Lessee to Sub-Lessor/Developer/Nominated Maintenance Agency. The Sub-Lessor/Developer/Nominated Maintenance Agency will demand the further one year maintenance charges before expiry of the one year, in advance maintenance charges. In case of nonpayment of maintenance charges and common area electricity charges than Sub-Lessor/Developer/Nominated Maintenance Agency can withdraw their services
13. That the Sub-Lessee shall be liable to pay on demand municipal tax, property tax, water tax, sewerage tax, other annual rent, taxes, charges, levies and impositions, levied by the YEIDA and/or any other local or statutory authority from time to time in proportion to the area of the said **Shop/Unit** from the date of possession of the said Shop/Unit by the Sub-Lessor/Developer.
14. That the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in this Sub-Lease Deed, the Lease Deed and Concession Agreement and the terms & conditions of Allotment as referred hereinabove, and punctually observe the same in respect of the said Shop/Unit purchased by him. The Lease deed shall be deemed to be a part of this sub lease deed.

SUB-LESSOR/DEVELOPER

SUB-LESSEE

The sub lessee confirms that he/she has received a copy of the said lease deed.

15. That the Sub-Lessee(s) before selling, transfer or otherwise dispose of the shop/unit at any time in future will take a prior permission from the YEIDA and Sub-Lessor/Developer. Any transfer charges payable to YEIDA/Sub-Lessor/Developer and any administrative or other charges, duty, taxes, levies payable to any concerned authority/body/agency/Sub-Lessor/Developer, as the case may be, shall also be borne and paid by the Sub-Lessee(s) only.
16. That Save and except the Standard Terms and Conditions as contained in the Application Form and the Allotment Letter/Agreement for Sale, this Sub-Lease Deed supersedes and overrides all understanding and agreements, whether oral or written, between the Parties. Provided that in the event of inconsistency between the Standard Terms and Conditions and this Sub-Lease Deed, the provisions of this Sub-Lease Deed shall prevail.
17. That it will be necessary to obtain a No Dues Certificate/NOC from the **Sub-Lessor/Developer** in case of subsequent sale/sub lease along with due incorporation of the particulars of the subsequent transferee(s) with the **Sub-Lessor/Developer**, and the said NOC will be issued by the **Sub-Lessor/Developer** upon payment of administrative charges of the above said Plot area + service tax/taxes etc.
18. a) That whenever the title of the **Shop/Unit** is transferred in any manner whatsoever. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges and obtain the No Dues of the Project "**Yamuna City Mall**" from the **Sub-Lessor/Developer** or its nominee(s) as the case may be and No Dues for the Township Maintenance from the **Sub-Lessor/Developer** or its nominee(s) before effecting the transfer of the said Shop/ Unit, failing

which the transferee occupying the said Shop/Unit shall have to pay the outstanding dues .

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 3(Three) months of devolution give notice of such devolution to the **YEIDA** and the Sub-Lessor/Developer / Maintenance Agency/Association (as the case may be). The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, **YEIDA** or any other Government Agency.

c) The transferee or the person on whom the title devolves as the case may be, shall furnish to the YEIDA and Sub-Lessor/Developer certified copies of documents evidencing the transfer or devolution.

19. That Sub-Lessee will obey and submit to all directions, issues regulations made by the YEIDA/Local Authority 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 “**Yamuna City Mall**”.

20. That the Sub-Lessor/Developer and/or the Maintenance Agency and their employees shall have the right to enter into and upon the said Shop/Unit 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 except in case of emergency during the term of the Sub-Lease and the Sub-Lessor/Developer / Maintenance Agency will give notice of the provisions of this Clause.

21. That the Sub-Lessee shall from time to time and at all times pay directly to the local Government/ Central Govt./ Local Authority or YEIDA 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 Shop/Unit hereby transferred.
22. So long as each said Shop/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 Shop/Unit to the Maintenance Agency or to the Sub-Lessor/Developer, who on collection of the same from all the Sub-Lesseees of the Complex shall deposit the same with the concerned local Authority or YEIDA.
23. That the Sub-Lessee shall not raise any construction whether temporary or permanent or make any alteration or addition or sub-divide or amalgamate the said Shop/Unit.
24. (a) The Sub Lessee will not carry on, or permit to be carried on, in the said Shop/Unit any trade or business whatsoever which in opinion of the YEIDA and/or Sub-Lessor/Developer may be a nuisance, annoyance or disturbance to the other owners of the said complex and persons living in the neighborhood.
- (b) The Sub-Lessee will obey and submit to all directions, issues and regulations made by the YEIDA 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 Complex.

SUB-LESSOR/DEVELOPER

SUB-LESSEE

25. That 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 Shop/Unit by the Sub-Lessee shall be liable to be removed at his/her/their cost.
26. That the Complex along with lifts, pump houses, generators, etc., may be got insured against fire, earthquake and civil commotion at the expense of the Sub-Lessee by the Sub-Lessor/Developer or the Maintenance Agency provided all the Sub-Lesseees pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency for the purpose of insurance. The Sub-Lessee shall not or permit to be done any act which may render void or voidable any insurance in any part of the said Building/ Complex or cause increased premium.
27. That the Sub-Lessee will neither himself/ herself/ themselves 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.
28. That the Sub-Lessee may get insurance of the contents lying in the said Shop/Unit at his/her/their own cost and expense. 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 Sub-Lessor/Developer or its Maintenance Agency or Association/ Society harmless and indemnified for any loss and/or damages in respect thereof.
29. 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 Shop/Unit in any form. The Sub-Lessee shall also not change the

colour scheme of the outer walls or painting of exterior side of the shutters etc. and shall not carry out any change in the exterior elevation and design.

30. That 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 in so far as may be allowed by the **YEIDA** in writing.
31. That the Sub-Lessor/Developer / Sub Lessee shall not exercise its option of determining the lease for held the YEIDA responsible to make good the damages if by fire, tempest, flood or violence of army or of a mob or other irresistible force any materials part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
32. That the Sub-Lessor/Developer /Sub Lessee/Tenant 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-Lessor/Developer /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.
33. That the Sub-Lessee shall not remove any walls of the said Shop/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.
34. The Sub-Lessee may undertake minor internal alterations in his/her/ their unit only with the prior written approval of the Sub-Lessor/Developer. 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.

35. 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 Sub-Lessor/Developer or the YEIDA, if required.
- (ii) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
- (iii) Use of acids for cleaning the toilets should be avoided.
- (iv) All the external disposal services to be maintained by periodical cleaning.
- (v) No alterations will be allowed in elevation, even of temporary nature.
- (vi) 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.
- (vii) In case Sub- Lessee rents out the Unit, he/she/they is/are required to submit all details of the tenants to the Maintenance Agency Office. The Sub-Lessee will be responsible for all acts of omission and commission of his/her/ their tenant. The Complex management can object

to renting out the premises to persons of objectionable profile.

36. 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 substantial material damage is caused to the premises.
37. the Sub-Lessee shall sign all such applications, papers and documents and do all such acts, deeds and things as the Sub-Lessor/Developer may reasonably require for safeguarding the interest of the Sub-Lessee and/ or the Sub-Lessor/Developer, as the case may be.
38. That the Stamp duty, advocate fee, registration fee and all other incidental charges required for execution and registration of this Deed have been borne by the Sub-Lessee/s.
39. That if there any Service Tax, Trade Tax, V.A.T, G.S.T., lease rent and additional levies, rates taxes, charges, enhanced compensation to the farmers, cess and fees etc. as assessed and the attributable to the **Sub-Lessor/Developer** as consequences of Court order /Government/ Development Authority /Statutory or other local authority (ies) order, the Sub-Lessee(s) shall be liable to pay his/her/their proportionate share for the same to the **Sub-Lessor/Developer** as and when demanded. if the appropriate authorities impose any tax on this transaction in future then the Sub-Lessee(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the **Sub-Lessor/Developer** /nominated maintenance agency till the time each shop/Unit/plot is not separately assessed for such purpose
40. That the Provisions of U.P. Industrial Area Development Act, 1976 and any rules / regulations framed under the Act or any direction issued shall be binding on the Sub-Lessor/Developer /Sub-Lessee.

41. That any dispute arising with regards to the lease etc. shall be subject to the jurisdiction of the civil court at Gautam Budh Nagar or the High Court of judicature at Allahabad.
42. 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).
43. That in the event there are joint Sub-Lessee(s), all communications and notices shall be sent by the Sub-Lessor/Developer to the First Sub-Lessee(s) at the address specified hereinabove or at the Shop/ Unit or at such address as may be notified by the Sub-Lessee to the Sub-Lessor/Developer and acknowledged by the Sub-Lessor/Developer, which shall for all purposes be considered as served on all the Sub-Lesseees and no separate communication shall be necessary to the other named Sub-Lessee(s).
44. That all powers exercisable by the YEIDA may be exercised by the Chief Executive officer/Chairman of the YEIDA. The **Sub-Lessor/Developer** and/or YEIDA 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/Chairman shall include Chief Executive Officer/Chairman for the time being or any other officer who is entrusted by the **Sub-Lessor/Developer** and/or YEIDA with the functions similar to those of the Chief Executive Officer/Chairman.

SCHEDULE OF SHOP/UNIT

Commercial Shop/Unit bearing No./**“Yamuna City Mall”** on the ...
Floor having a total super area measuring **sq.mtr. (..... sq.ft.)**
 in the **“Yamuna City Mall”** situated in the Township “Gaur Yamuna
 City” at Gaur Yamuna City (Pocket-3), Mirzapur Site (LFD-3), Sector-
 19, YEIDA, Greater Noida, District – Gautambudh Nagar, (U.P.) along
 with undivided, impartibly, unidentified lease-hold rights in the
 portion of the said land underneath the building in proportion of the
 super area of the Said Unit, as per the enclosed plan and bounded as
 follows:-

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

Loan Detail :- _____

SUB-LESSOR/DEVELOPER

SUB-LESSEE

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
SUB-LESSOR/DEVELOPER

(1) Name:-

Address:-

SUB-LESSEE/S

(2) Name:-

Address:-

SUB-LESSOR/DEVELOPER

SUB-LESSEE