

Sports City JIL Mirzapur
SLD format for Commercial Plots
Tanishq Square

SUB-LEASE DEED

Plot No. :
Project : <Project Name> situated at Jaypee Greens Sports
City- East, , <Pocket No >, Sector- __, YEIDA
Area, District Gautam Budh Nagar, (U. P)

Plot area : admeasuring ____ Sq. Mtrs. (____ Sq. Yds.)
Sale Consideration : Rs._____/ -
Circle Rate : Rs. ____/ -
Value as per Circle rate : Rs._____/ -
Stamp duty payable : Rs._____/ -(as per _____)
Rebate for Women : Rs._____/ -
Stamp duty paid : Rs._____- (as per _____) (rounded off)

THIS SUB-LEASE DEED is made and entered on this ____ day of____, at
Greater Noida, District- Gautam Budh Nagar, Uttar Pradesh.

BY AND AMONGST

JAYPEE INFRATECH LIMITED (PAN-AABCJ9042R), a Company duly
incorporated and validly existing under the provisions of the Companies Act,
1956(Now the Companies Act ,2013)and having its registered office at
Sector-128, Noida-201304, U. P (hereinafter also referred to as the “Sub-
Lessor” or the “First Party”), which expression or term shall, unless excluded by
or repugnant to the context or meaning hereof, be deemed to include its
legal heirs, executors, successors and legal representatives, acting through its
authorized Signatory

Mr_____,
registered office at Sector-128, Noida-201304, U. P, duly authorized to
execute this Sub-Lease Deed on behalf of the “Sub-Lessor” and to be

presented before the Sub-Registrar, Greater Noida, Distt. Gautam Budh Nagar by _____, registered office at Sector-128, Noida-201304, U. P on behalf of the "Sub-Lessor" being his power of attorney holder vide Power of Attorney dated _____, duly registered vide Bahi No.____, Jild No.____, Pages _____ to _____, Document No. _____ with Sub- Registrar- First, Noida, (U. P).

AND

JAIPRAKASH ASSOCIATES LIMITED (PAN-AABCB1562A), a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956(Now the Companies Act,2013) and having its registered office at Sector-128, Noida-201304, U. P (hereinafter referred to as the "JAL" or the "Confirming Party"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives, acting through its authorized Signatory _____, registered office at Sector-128, Noida-201304, U. P, duly authorized to execute this Sub- Lease Deed on behalf of the "JAL" and to be presented before the Sub-Registrar, Greater Noida, Distt. Gautam Budh Nagar by _____, registered office at Sector-128, Noida-201304, U. P, on behalf of the "JAL" being his power of attorney holder vide Power of Attorney dated _____, duly registered vide Bahi No. _____, Jild No. _____, Pages _____ to _____, Document No. _____ with Sub- Registrar- First, Noida, (U. P).

AND

(hereinafter referred to as the "Sub-Lessee" or the "JAL"), which expression or term shall, unless excluded by or repugnant to the context or meaning

hereof, be deemed to include his or her legal heirs, executors, successors and legal representatives.

The Sub-Lessor or the First Party, JAL or the confirming Party and the Sub-Lessee or the Second Party shall individually be referred to as the respective Party and collectively as the “Parties”.

WHEREAS

The Government of U.P. constituted the Taj Expressway Industrial Development Authority, vide GoUP Notification No. 697 /77 – 04 – 2001 – 3 (N) / 2001 dated 24.04.2001 (renamed as the Yamuna Expressway Industrial Development Authority vide GoUP Notification No. 1165 / 77 – 04 – 08 – 65N/ 08 dated 11.07.2008), under the U.P. Industrial Area Development Act 1976, presently having its principal office at 1st Floor, Commercial Complex, Block-P-2, Sector-Omega-1, Greater Noida, District Gautam Budh Nagar–201308, U.P. (hereinafter referred to as “YEA”) for anchoring development of Taj Expressway (renamed as the Yamuna Expressway vide GoUP Notification No. 1165/77-04-08-65N/08 dated 11.07.2008) Project which, inter alia, includes construction of six-lane, 160 Km long Yamuna Expressway with service roads and associated facilities connecting Noida and Agra (hereinafter referred to as the “Expressway”).

AND by an agreement dated 07.02.2003, (hereinafter referred to as the “Concession Agreement”) between Taj Expressway Industrial Development Authority, and Jaiprakash Industries Limited {which was merged with Jaypee Cements Ltd. whose name was subsequently changed to Jaiprakash Associates Ltd. (JAL)}. Jaiprakash Industries Limited was granted concession for arrangement of finances, design, engineering, construction and operation of the Expressway, and to collect and retain toll from the vehicles using the Expressway during the term of the Concession Period, which is 36 (thirty six) years commencing from the date of commercial operation of the

Expressway plus any extensions thereto, in accordance with the Concession Agreement.

AND in terms of Clause 18.1 of the Concession Agreement and the directives of YEA, JAL (the then Concessionaire), incorporated a Special Purpose Vehicle, namely Jaypee Infratech Limited for the implementation of the Expressway project. All the rights and obligations of JAL under the Concession Agreement were transferred to Jaypee Infratech Limited by an Assignment Agreement dated 19.10.2007 duly executed by and amongst YEA, Jaypee Infratech Limited and JAL followed by Project Transfer Agreement dated 22.10.2007 executed between JAL and Jaypee Infratech Limited, and therefore Jaypee Infratech Limited is now the Concessionaire.

AND in terms of the Concession Agreement, YEA agreed to transfer on lease to Jaypee Infratech Limited 25 (twenty five) million square meters of land for commercial, amusement, industrial, institutional and residential development at five or more locations alongside the Expressway, including 5 (five) million square meters of land at Noida/Greater Noida.

AND YEA, in part discharge of its obligations under the Concession Agreement for transfer of land for development, has earmarked 548.7635 Hectares of land at Mirzapur land parcel in Sector-19 and 22 of Yamuna Expressway Industrial Development Authority Area, Distt. Gautam Budh Nagar, U. P (Hereinafter referred to as the "Subject Land") and has already transferred land admeasuring 530.8004 Hectares to Jaypee Infratech Limited on lease for a period of ninety years through various lease deeds, the details of which are provided in Annexure-I attached hereto (hereinafter referred to as the "Lease Deeds") and necessary action is being taken by YEA to transfer balance 17.9631 Hectares of land to Jaypee Infratech Limited.

AND Jaypee Infratech Limited has right to sub-lease the whole or any part of the Leased Land, whether developed or undeveloped; by way of plots or constructed properties; or otherwise dispose off its interest in the Leased Land to any person in any manner.

AND the Layout plan and other relevant plans for the development of the Subject Land admeasuring 548.7635 Hectares earmarked by YEA in respect to Mirzapur land parcel, submitted by Jaypee Infratech Limited to YEA, have been approved by YEA, vide their letter no. Niyojan/CN/LFD-3/2014/831 dated 07.02.2014 (hereinafter referred to as the "Development Plans").

AND Jaypee Infratech Limited itself and through JAL is developing the Subject Land (named as Jaypee Greens Sports City East, Gautam Budh Nagar) by way of construction of various residential, commercial, institutional properties and services like access roads, water supply, sewerage and drainage systems, electricity cable network etc and their connectivity to the individual residential Plots, commercial Plots, Villas, Town Homes, Apartments and other buildings with requisite permissions from the concerned authorities in accordance with the provisions of New Okhla Industrial Development Area Building Regulations, 2010.

AND accordingly the JAL is, interalia, developing a part of the subject land as Commercial plots under the sub project known as <Project Name> and marketing and selling the same.

YEA has approved the layout plans for the development of the said Sub Project on the Project Land

The Sub-Lessee, after fully satisfying himself/herself/themselves in respect to the layout plan, specifications and approvals for the said Sub Project as approved by the Competent Authority and about the status right/title/interest of the Sub-Lessor over the Subject Land on which the said Plot is being developed/constructed, had applied for allotment in the said Sub Project and has been allotted Plot vide provisional Allotment no./ Allotment no _____ dated _____ having a Plot Area _____ Sq.Mtr.

In the meantime, all the provisions of Real Estate (Regulation and Development) Act including Section 3 has been notified by the Central Government.

The Sub-Lessor has got registered the Sub Project as an ongoing Project under the provisions of the RERA Act with the Real Estate Regulatory Authority on _____ under registration No._____.

AND based on an application made by the Sub-Lessee for provisional allotment of a plot of land in <Project Name> project being developed in the Subject Land and upon the Sub-Lessee agreeing to abide by the Standard Terms and Conditions of provisional allotment, the Plot of land bearing No. in <Project Name> project, admeasuring_____ Sq. Meters (_____Sq. Yards) situated at <Pocket No>, Sector-__, Jaypee Greens Sports City- East, YEIDA Area, District- Gautam Budh Nagar (U. P) in the Subject Land as described in the Schedule of Land and Location Plan attached as Annexure-__ (hereinafter referred to as the "Demised Plot") was provisionally allotted to

the Sub-Lessee vide Provisional Allotment Letter No. _____
dated _____

AND pursuant to the execution of the said Standard Terms and the fulfillment of the conditions of payment of Consideration mentioned therein, Jaypee Infratech Limited as the Sub-Lessor has agreed to transfer its rights, title and interest in the Demised Plot to the Sub-Lessee by this Sub-Lease Deed for the unexpired portion of 90 years, commencing on 16.09.2009 being the date of the first lease deed of the Lease Deeds, to the Sub-Lessee and to execute this Sub-Lease Deed and the Sub-Lessee has agreed to acquire the same on the terms and conditions mentioned herein.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. Having received from the Sub-Lessee the Consideration of Rs. _____ (Rupees _____ Only), the receipt whereof the Sub-Lessor and the JAL hereby acknowledge and admit, towards full and final consideration, the Sub-Lessor hereby sub-leases to the Sub-Lessee the Demised Plot, as described hereinafter in the Schedule of Land and Location Plan attached as Annexure-II, together with the rights, easements and appurtenances for the unexpired portion of 90 years, commencing on 16.09.2009 being the date of the first lease deed of the Lease Deeds, on the Sub-Lessee agreeing to observe and perform the terms and conditions mentioned hereinafter.
2. Vacant physical possession of the Demised Plot has been given by the Sub-Lessor to the Sub-Lessee. This Sub-Lease Deed is in full and final settlement of all claims of all the Parties

3. SUB-LESSOR COVENANTS WITH THE SUB-LESSEE AS UNDER:

- 3.1 The Sub-Lessor is entitled to transfer and convey its right, title and interest in the Demised Plot and that the Demised Plot is free from all encumbrances.
- 3.2 The Sub-Lessor has already paid the premium amount and the lease rent for the Leased Land at the prevailing rate to YEA till date and shall also pay the lease rent for the balance lease period. However, the Sub-Lessee shall be liable to pay any increase in the lease rent beyond the lease rent presently applicable, in the manner provided hereinafter.
- 3.3 The Sub-Lessee shall be entitled to transfer the Demised Plot on further sub-lease. The Sub-Lessee/ subsequent sub-lessees shall however notify to the Sub-Lessor the details of such sub-leases and provide three copies of such transfer/ sub-lease deeds to the Sub-Lessor and/ or any other authority as may be specified by the Sub-Lessor.
- 3.4 The Ground Coverage, Floor Area Ratio (FAR), Height of building, Provision for Parking and Setbacks etc. in respect of the Demised Plot shall be governed by the applicable Building Regulations, orders and directions of Yamuna Expressway Industrial Development Authority (hereinafter referred to as the "YEA") in this regard.
- 3.5 The Sub-Lessee shall do the construction on the said plot in a manner that the Ground Coverage, Floor Area Ratio(FAR), height, setbacks and Architectural controls, etc are as per control drawings annexed hereto as Annexure___. The maximum permissible covered area and super area of the building to be constructed by Sub-Lessee on demised

Plot shall be as mentioned in Annexure___. The constructed building is to be used only for lawful permissible commercial activity.

3.6 The Sub-Lessee shall have a right of way to the roads adjoining the Demised Plot and shall be entitled to enter upon such roads for the purpose of accessing the Demised Plot without detriment to the Sub-Lessor or YEA or public interest.

3.7 Sub-Lessee may be permitted to mortgage the Demised Plot in favour of banks/ financial institutions on such terms and conditions as may be specified by Sub-Lessor and/ or YEA.

4 THE SUB-LESSEE COVENANTS WITH THE SUB-LESSOR AS UNDER:

4.1 The Sub-Lessee shall follow all laws and bye- laws, rules, building regulations, guidelines and directions of YEA and the local municipal or other authority now existing or hereinafter to exist so far as the same relate to the immovable property & construction of buildings and so far as they affect the health, safety and convenience of other inhabitants of the place.

4.2 The Sub-Lessee shall abide by the terms and conditions of the Lease Deeds and all laws as may be applicable to the Demised Plot.

4.3 The Sub-Lessee shall enter into a separate maintenance agreement (the "Maintenance Agreement") as may be required by the Sub-Lessor, with the Sub-Lessor/ JAL/ Maintenance Agency (hereinafter the "Designated Maintenance Agency") for the maintenance of areas and facilities as defined in the Maintenance Agreement. The Sub-Lessee

shall abide by the terms and conditions of the Maintenance Agreement.

- 4.4 The Sub-Lessee shall pay any increase in the lease rent beyond the lease rent presently applicable on prorata basis as and when so applicable and demanded by the Sub-Lessor/ JAL/ YEA/ Designated Maintenance Agency.
- 4.5 All taxes, dues, demands, charges, duties etc. if any, levied or leviable in respect of the Demised Plot by the Government and/ or other local authorities shall be payable by the Sub-Lessee with effect from the date of possession of the Demised Plot. The Sub-Lessor/ the JAL/ the Designated Maintenance Agency shall be entitled to collect the said taxes, dues, demands, charges, duties etc. on pro rata basis from the Sub-Lessee so long each Plot/ residential unit is not separately assessed for such purposes.
- 4.6 The Sub-Lessee shall observe, perform and abide by all the rules, guidelines, by whatsoever name called, as may be specified by the Sub-Lessor/ JAL/ Designated Maintenance Agency from time to time for maintaining the standard of living, facade of buildings, security, ambience, outlook, safety etc., in relation to the Jaypee Greens Sports City East, Gautam Budh Nagar in general, and in relation to <Project Name> project in particular. The Sub-Lessee shall also ensure that his/ her co-inhabitant (s) and/ or any of his/ her guest(s)/ visitors or any tenant/ occupier of the Demised Plot shall also abide by the said rules, guidelines etc.
- 4.7 The maintenance of facilities namely Colony level areas and facilities within Jaypee Greens Sports City East including roads, parks, gardens, play grounds, sitting areas, jogging tracks, strolling parks, pathways,

worship places, firefighting services, designated parking areas for visitors, plantations and trees, landscaping, sewerage lines, drainage lines, water lines/ mains, STP, power receiving Sub- Station(s), DG electrical Sub- Station(s), water storage, filtration & distribution system etc., outside the Demised Plot and other Sub-Projects (hereinafter referred to as "Shared Areas & Facilities") shall be carried out by the Sub-Lessor/ JAL/ Designated Maintenance Agency and the Sub-Lessee shall pay the maintenance charges etc as per the terms and conditions of the Maintenance Agreement as executed/ may be executed between the Sub-Lessee and the Sub-Lessor/ JAL/ Designated Maintenance Agency.

- 4.8 The Sub-Lessee shall not have any exclusive right, title or interest in the Shared Areas & Facilities in any manner whatsoever except the right of use.
- 4.9 The Sub-Lessee shall pay, from the date of possession or upon expiry of 30 days from the date of offer of possession, whichever is earlier, all such maintenance and replacement charges ("Maintenance Charges") as may be intimated to the Sub-Lessee by the Sub-Lessor, JAL or the Designated Maintenance Agency in accordance with the Sub-Lease Deed and/ or the Maintenance Agreement, as applicable.
- 4.10 The Sub-Lessee shall carry out the entire development on the Demised Plot adhering to:-
- (i) Standards and Specifications laid down in the building and other regulations of YEA/ relevant Indian Standards/ National Code etc.
 - (ii) Master Plans and Rules & Regulations of the YEA and other relevant authorities.
 - (iii) Government policies and relevant Codes of BIS/ IS relating to disaster management in land use planning and construction work.

4.11 The Building drawings and relevant details for construction of residential building on the Demised Plot shall be subject to the approval by the YEA for which the Sub-Lessee shall follow the procedure as prescribed by the YEA from time to time. However, if necessary, the Sub-Lessor may, at the request of the Sub-Lessee, extend reasonable assistance to Sub-Lessee by submitting such drawings and other relevant details, as may be provided by the Sub-Lessee, to the YEA without being responsible and/ or liable for approval of the same by YEA in any manner.

4.12 The Sub-Lessee shall permit the members, officers and subordinates of the Sub-Lessor and/ or YEA and workmen and other persons employed by the Sub-Lessor and/ or YEA at all reasonable time of the day with prior notice in writing to enter into and upon the Demised Plot and building to be erected thereupon in order to inspect the Demised Plot and building erected thereupon.

5. REPRESENTATIONS AND WARRANTIES OF THE SUB-LESSEE

5.1 The Sub-Lessee, prior to the execution of this Sub-Lease Deed, had applied to the Sub-Lessor for allotment of the Demised Plot after satisfying and understanding the implications of the restrictions, covenants etc. mentioned in the Lease Deeds as well as other rules, regulations, bye laws, directions etc. of Concerned Authority applicable to the Leased Land and the Demised Plot.

5.2 The Sub-Lessee has inspected the site, the Development Plans, ownership records, the Lease Deeds and other documents relating to the title and all other details of the Demised Plot, which the Sub-Lessee considers relevant and has satisfied himself/ herself about the right, title

and capacity of the Sub-Lessor to deal with the Demised Plot and the Leased Land and has understood all the limitations and obligations thereof.

- 5.3 The Sub-Lessee acknowledges that it has verified the physical measurement of the Demised Plot and that this Sub-Lease Deed truly depicts the area of the Demised Plot and that it shall have no claim of any nature whatsoever against the Sub-Lessor in this regard.
- 5.4 The Sub-Lessee specifically understands that the Demised Plot is being conveyed to him on the terms and conditions stated herein subject to the provisions of the Lease Deeds.
- 5.5 The Sub-Lessee has all the necessary power, authority and capacity to bind himself/ herself to this Sub-Lease Deed, and to perform his/ her obligations herein.
- 5.6 The Sub-Lessee understands and acknowledges that the Sub-Lessor shall be entitled to construct and/ or install such other buildings and/ or carry out such other development on the Leased Land as may be considered appropriate by the Sub-Lessor, at its sole discretion, or pursuant to the requirements of relevant authority.
- 5.7 The Sub-Lessee has reviewed the Development Plans and has been made aware of and accepts that the Development Plans may not be final in all aspects and that there may be variations, deletions, additions, alterations made either by the Sub-Lessor at its sole discretion, or pursuant to requirements of any Government/ Statutory authority.

5.8 Nothing herein shall be construed to provide the Sub-Lessee with the right to prevent Sub-Lessor from:

- (i) constructing or continuing with the construction of the other building(s), independent houses, Apartments or other structures and services in the area adjoining the Demised Plot;
- (ii) putting up additional constructions, residential, commercial or of any other kind at Jaypee Greens Sports City East ;
- (iii) amending / altering the Development Plans.

5.9 The Sub-Lessee shall, at his/ her own cost, keep the building constructed on Demised Plot in good and habitable state and maintain the same in a fit and proper condition.

5.10 In case the Sub-Lessee allows the use and/ or occupation of the Demised Plot or the building constructed on it by a person other than the Sub-Lessee, the Sub-Lessee shall ensure that all obligations, liabilities and responsibilities devolving upon him/ her under this Sub-Lease Deed, shall be complied with by the new occupier as part and parcel of the terms and conditions of the agreement of the Sub-Lessee with the said new occupier.

5.11 The Sub-Lessee shall sign all such applications, papers and documents and do all such acts, deeds and things as the Sub-Lessor may reasonably require for safeguarding the interest of the Sub-Lessee and/ or the Sub-Lessor, as the case may be.

6. INDEMNITY BY THE SUB-LESSEE:

6.1 The Sub-Lessee undertakes to comply with all the covenants, representations, warranties and undertakings contained herein, and keep the Sub-Lessor, its employees, representatives, agents etc.

harmless and indemnified against all claims, actions, suits, proceedings as may be brought by the Sub-Lessee/ his or her co-inhabitants/ his or her guests or any person, and all losses, damages, penalties, judgments, attorney fee, amounts paid in settlement and expenses etc., as may be suffered by the Sub-Lessor on account of any act/ omission by the Sub-Lessee in this regard.

6.2 The Sub-Lessee undertakes to observe and perform all the terms and conditions contained herein including the terms and conditions of Lease Deeds, and to keep the Sub-Lessor, its employees, representatives, agents etc. indemnified against all claims, actions, suits, proceedings, costs, losses, damages, penalties, judgments, attorney fee, amounts paid in settlement and expenses relating to or arising out of;

- (i) any inaccuracy in or breach of the representations, warranties, covenants or agreements made by the Sub-Lessee herein;
- (ii) any other conduct by the Sub-Lessee or any of its employees, representatives, agents etc. as a result of which, in whole or in part, the Sub-Lessor or any of its representatives are made a party to, or otherwise incur any loss or damage pursuant to any action, suit, claim or proceedings arising out of or relating to such conduct;
- (iii) any action undertaken by the Sub-Lessee, or any failure by the Sub-Lessee to act when such action or failure to act is a breach of the terms and conditions herein;
- (iv) any action or proceedings taken against the Sub-Lessor in connection with any contravention or alleged contravention by the Sub-Lessee.

6.3 In case of any breach/ default of the terms and conditions of this Sub Lease-Deed by the Sub-Lessee, the Sub-Lessor may, at its sole

discretion, issue a written notice calling upon the Sub-Lessee to rectify the breach/ default within such period as may be prescribed under the said notice. The Sub-Lessee, immediately upon notice of such breach/ default, shall be under obligation to rectify/ remove the breach/ default within the "Stipulated Period" and inform the Sub-Lessor of such rectification or removal of breach/ default by a written notice failing which the Sub-Lessee shall be liable for all consequences that may follow because of such breach/ default of the Sub-Lessee.

- 6.4 In case the breach/ default of the terms and conditions of this Sub-Lease Deed is not cured or rectified by the Sub-Lessee within the Stipulated Period, the Sub-Lessor shall have the right to re-enter the Demised Plot after determining the Sub-Lease Deed. On re-entry into the Demised Plot, if there is any unauthorised structure built on it, the Sub-Lessor will remove the same at the expense and cost of the Sub-Lessee and may re-allot the Demised Plot to any person.
- 6.5 The Sub-Lessee shall keep the Sub-Lessor indemnified against any claims for damages which may be caused to any property belonging to the Sub-Lessor or any third party resulting directly or indirectly from the execution of the works on the Demised Plot and also against claims for damages arising from the actions of the Sub-Lessee or his workmen or representatives which:-
- a. injures or destroys any building or part thereof or other structure contiguous or adjacent to the Demised Plot.
 - b. keeps the foundation, tunnels or other pits on the Demised Plot open or exposed to weather causing any injury to contiguous or adjacent plot and/or building.
 - c. digs any pit near the foundation of any contiguous or adjacent building thereby causing any injury or damages to such building.

6.6 The damages shall be assessed by the Sub-Lessor and/ or YEA whose decision as to the extent of injury or damages or the amount payable shall be final and binding on the Sub-Lessee.

7. MISCELLANEOUS

7.1 The Sub-Lessee is and shall always remain liable to pay and bear all expenses towards the cost of stamp duty, registration and other legal and incidental expenses for the execution and registration of this Sub-Lease Deed.

7.2 The Sub-Lessee shall be bound by any condition/s hereafter imposed by YEA in relation to the Demised Plot and shall comply the same as if such condition/s is/ are incorporated in this Sub-Lease Deed.

7.3 Any building constructed on the Demised Plot may be sub-let, by the Sub-Lessee.

7.4 The Sub-Lessee shall not in any manner encroach upon the Shared Areas & Facilities or any other areas not handed over to the Sub-Lessee. All unauthorized encroachments, in any manner whatsoever, made by Sub-Lessee shall be treated as a default under Clause 6.3 of this Sub-Lease deed.

7.5 The Sub-Lessee shall not display or exhibit any picture posters, statues, other articles which 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, which shall be constructed over the Demised Plot.

- 7.6 YEA shall have full rights and title to all mines and minerals, coals, gold washing, earth oils and quarries in and under the Demised Plot or any part thereof and to do all acts and things, which may be reasonably necessary or expedient for the purpose of searching, removing and enjoying the same, without affecting the Sub-Lessee's right to peaceful possession and enjoyment. The Sub-Lessee shall not be allowed to take excavated earth/ soil out of Jaypee Greens Sports City East.
- 7.7 The Sub-Lessee is aware that in terms of the said Lease Deeds the Sub-Lessee shall not sell, transfer or otherwise dispose of the Demised Plot at any time in future to any third party without obtaining a prior consent from the YEA. Any transfer charges payable to YEA/ and any administrative or other charges, duty, taxes, levies payable to any concerned authority/ body/ agency/ Sub-Lessor, as the case may be, shall also be borne and paid by the Sub-Lessee alone.
- 7.8 All sale, transfer or other disposal of the Demised Plot by the Sub-Lessee to any Person (the "Proposed Transferee"), shall also require prior written consent of the Sub-Lessor, which the Sub-Lessor may give on such terms and conditions including inter alia those relating to payment for administrative charges for permitting such transfer. The Sub-Lessor shall grant the consent only after all the dues, payable to the Sub-Lessor and/ or to the JAL/ Designated Maintenance Agency, are paid for in full. No administrative charges shall, however, be payable in the case of succession of the Demised Plot to the legal heirs of the Sub-Lessee. Further, the Proposed Transferee shall be bound by the terms and conditions of the Lease Deeds and those contained herein, and shall furnish an undertaking to that effect.
- 7.9 The Sub-Lessee shall ensure that all obligations, liabilities and responsibilities devolving upon the Sub-Lessee under this Sub-Lease

Deed shall be complied with by the subsequent sub-lessees in respect of the Demised Plot and the Sub-Lessee shall bring all obligations, liabilities and responsibilities to the notice of such subsequent sub-lessees of the Demised Plot who will subsequently be bound by the terms of this Sub-Lease Deed.

7.10 Save and except the Standard Terms and Conditions as contained in the Application Form, 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.

7.11 This Sub-Lease Deed shall be construed and interpreted in accordance with and governed by the laws of Union of India. The local Courts of Gautam Budh Nagar (UP) and Hon'ble High Court of Judicature at Allahabad shall have exclusive jurisdiction over all matters arising out of or relating to this Sub-Lease Deed.

7.12 If any provision or any part of the provision hereof is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.

7.13 All notices to be served as contemplated herein shall be deemed to have been duly served on the Sub-Lessee by the Sub-Lessor if sent by Registered Post at the address of the Sub-Lessee specified hereinabove or at the Demised Plot or at such address as may be notified by the Sub-Lessee to the Sub-Lessor and acknowledged by the Sub-Lessor. It shall be the responsibility of the Sub-Lessee to inform the Sub-Lessor by a Registered Post about all subsequent changes, if

any, in his/ her address, failing which all communications and letters posted at the first registered address or the Demised Plot will be deemed to have been received by him/ her.

7.14 In the event there are joint Sub-Lessee(s), all communications and notices shall be sent by the Sub-Lessor to the first Sub-Lessee at the address specified hereinabove or at the Demised Plot or at such address as may be notified by the Sub-Lessee to the Sub-Lessor and acknowledged by the Sub-Lessor, which shall for all purposes be considered as served on all the Sub-Lessee(s) and no separate communication shall be necessary to the other named Sub-Lessee (s).

7.15 All notices and communications, required to be sent, by the Sub-Lessee to the Sub-Lessor shall be sent by the Sub-Lessee to the registered office of the Sub-Lessor as specified hereinabove or at such address as may be notified by the Sub-Lessor to the Sub-Lessee. In case of joint Sub-Lessee(s), all such notices and communications shall be jointly signed by all the Sub-Lessee(s).

SCHEDULE OF PROPERTY

ALL THAT Plot of Land bearing number, having area of_____ Sq. Mtrs. (_____Sq. Yds.) in project <Project Name> situated at Jaypee Greens Sports City- East, <Pocket No>, Sector-___ YEIDA Area, District- Gautam Budh Nagar (U. P) as demarcated on the Schedule of Land and Location Plan and bounded as under:

At or towards the EAST :}

At or towards the WEST :} As per Schedule of Land & Location Plan

At or towards the NORTH:}

At or towards the SOUTH :}

Annexure -_ : Details of Lease Deeds

Annexure-__ : Schedule of Land and Location Plan

IN WITNESS WHEREOF, the Parties hereto have executed this Sub Lease Deed on the day, month and year first herein above written in the presence of following witnesses:

SIGNED AND DELIVERED BY
the within named Sub-Lessor/
Jaypee Infratech Limited/ First Party

Authorized Signatory

SIGNED AND DELIVERED BY
the within named
Jaiprakash Associates Limited

Authorized Signatory

SIGNED AND DELIVERED BY
the within named Sub-Lessee/ Second Party

WITNESSES:

1.

2.