

SLD format for Apartment

Sports City JIL Mirzapur

**This format covers Aman-III,Buddh Circuit Studios-II,Naturvue
Apartments,Udaan & Boulevard Court**

SUB LEASE DEED

Unit No: -----in ----- Project<Project Name>, Situated at Sector-____, Jaypee Greens Sports City East-_____, <Pocket No.____> YEIDA Area, Gautam Budh Nagar, Uttar Pradesh.

Allottee(s):

1. -----

Sale Consideration (Rs)	: -----	
Carpet Area (Sq.Mtr)	: -----	
Super Area (Sq.Mtr)	: -----	
Circle Rate (Rs. Per Sq.Mtr)	: -----	
Facilities (Rs. Per Sq.Mtr)	: -----	
Total Circle Rate (Rs. Per Sq.Mtr)	: -----	
Value as per Circle Rate (Rs)	: -----/-	
Stamp Duty Payable (Rs)	: -----	(as per)
Rebate for Women (Rs)	: -----	Floor Wise Rebate: -----
Floor	: -----	
Stamp Duty Paid (Rs)	: -----	(Rounded off)
Car Parking	:	(--- Covered Parking)
Power Backup	:	Security Guard:
Community Center	:	Swimming Pool:
Lift	: ...	Gym :
Roof Rights	:	

**The Value as per Circle rate is calculated according to Format-...(....), Part-...of Circle Rate list dated ..., which is mentioned on Page No-.... row No-....
Software V-Code -**

THIS SUB LEASE DEED is made and entered on thisday of at _____,
District- Gautam Budh Nagar, Uttar Pradesh.

BY AND AMONGST

JAYPEE INFRATECH LIMITED (having PAN- AABCJ9042R), a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956 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**, **S/O.**, 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, Noida by **MR, S/O., 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. , Page No., Document No. with Sub- Registrar's Office- First, Noida, (U.P).**

AND

JAIPRAKASH ASSOCIATES LIMITED (having PAN-AAFCB1562A), a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956 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, S/O., **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, Noida by, S/O., **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., Page No....., Document No. with Sub- Registrar's Office- First, Noida, (U.P).**

AND

Name_____ & Address-----

(hereinafter referred to as the "Sub-Lessee" or the "Second Party"), 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 of the **SECOND PART.**

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

- A. 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 (name changed to 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”);
- B. AND by an agreement dated 07.02.2003 (hereinafter referred to as the “**Concession Agreement**”) between Taj Expressway Industrial Development Authority (name changed to Yamuna Expressway Industrial Development Authority vide GoUP Notification No. 1165/ 77– 04 –08– 65N/ 08 dated 11.07.2008), and Jaiprakash Industries Ltd. {which was merged with Jaypee Cements Ltd. whose name was subsequently changed to Jaiprakash Associates Ltd. (JAL)}, Jaiprakash Industries Ltd. 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**.
- C. 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** (Sub Lessor) for the implementation of the Expressway project. All the rights and obligations of **JAL** under the Concession Agreement were transferred to **Sub Lessor** by an Assignment Agreement dated 19.10.2007 duly executed by and amongst **YEA, Sub Lessor and JAL** followed by Project Transfer

Agreement dated 22.10.2007 executed between **JAL and Sub Lessor**, and therefore the **Sub Lessor** is now the Concessionaire;

- D. **AND** in terms of the Concession Agreement, **YEA** agreed to transfer on lease to the **Sub Lessor**, 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;
- E. **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**.
- F. **AND YEA** granted unfettered right in favour of **Sub Lessor** to sub-lease the whole or any part of the **Subject Land**, whether developed or undeveloped; by way of plots or constructed properties; 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 **YEA** or of any other relevant authority;
- G. **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**”).
- H. **AND Jaypee Infratech Limited** itself and through **JAL** is carrying out a township level development on the **Subject Land** (named as **Jaypee Greens sports city,<Project Name>, 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 residential Plots, Villas, Town home, 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 has been obtaining the Occupation/Completion Certificate from the concerned authorities as and when buildings are completed from time to time.

- I. **AND** accordingly **JAL on behalf of Jaypee Infratech Limited** is, inter alia, developing, marketing and selling residential apartments named and styled as <PROJECT NAME> as per an arrangement between **JAL & Jaypee Infratech Limited** (hereinafter referred to as the "**Project**") on Hect. (..... acres) of land attributed to the Project out of the Subject Land (hereinafter referred to as the "**Project Land**").
- J. **Yamuna Expressway Industrial Development Authority (YEA)** has approved the Building Plans for the development of the Project on the **Project Land**.
- K. The **Sub-Lessee** after fully satisfying himself/herself/themselves in respect to the layout plan, sanctioned building plan/building plans submission for approval, specifications and approvals for the 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 apartment is being developed/constructed had applied for allotment in the **Project** and has been allotted apartment vide provisional allotment no. ----- dated ----- having a Super Area ----- **Sq.Ft.** & Carpet area of ----- **Sq.Ft.**, along with garage/covered parking no.(nos) .in the Basement of the Project;
- L. The Apartment Ownership Act was notified by the Govt of Uttar Pradesh on 19.03.2010 and the rules thereunder were notified on 16.11.2011. Thereafter, the **Sub-Lessor** filed the declaration under the provisions of the said Act with **NOIDA**.
- M. In the meantime, all the provisions of Real Estate (Regulation and Development) Act including Section 3 has been notified by the Central Government.
- N. The **Sub-Lessor** has got registered the **Project** as an ongoing Project under the provisions of the RERA Act with the Real Estate Regulatory Authority on under registration No.....

- O. **AND** based on an application made by the **Sub-Lessee** for provisional allotment/allotment of an apartment in the said **Project** and upon the **Sub-Lessee** agreeing to abide by the Standard Terms and Conditions appended to the application form of provisional allotment/allotment (hereinafter referred to as "**Standard Terms**"), the **Unit No.** ----- having a carpet area of ----- **Sq.Mtrs.** in Tower No.---- (hereinafter referred to as the "**said Tower**") of the said **Project** as described in the Schedule of Property hereinafter written and Unit Location and Floor Plan attached as **Annexure-....** (hereinafter referred to as the "**Demised Premises**") was provisionally allotted/allotted to the **Sub-Lessee** as per Provisional Allotment/Allotment Letter dated ----- read with all the amendments done from time to time.
- P. **AND YEA** has issued Completion/Occupation Certificate for towers of <Project Name> Project (Tower Nos.) constructed in Sector ____, Jaypee Greens Sports-____, YEIDA Area, <Pocket No__>, Gautam Budh Nagar, U.P vide Completion/Occupation Certificate dated In terms of the said Completion Certificate, the FAR of the **said Tower** (in which the **Demised Premises** is located) is - ----- **Sq. Mtrs.**
- Q. **AND** in terms of the Completion Certificate issued by **YEA**, the vacant physical possession of the **Demised Premises** and the Car Parking Slot(s) for use only has been given by the **Sub-Lessor** to the **Sub-Lessee**.
- R. The **Parties**, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this **Sub-lease deed** and all applicable laws, are now willing to enter into this **Sub-lease deed** on the terms and conditions appearing hereinafter;
- S. In accordance with the terms and conditions set out in this **Sub-lease deed** and as mutually agreed upon by and between the **Parties**, the **Sub-Lessor** hereby agrees to lease/sell and the **Sub-Lessee** hereby agrees to purchase/acquire the rights of the **Demised Premises**.
- T. **AND** pursuant to the execution of the said Standard Terms and the fulfillment of the conditions of payment of Consideration mentioned therein, **Jaypee Sports International Limited** as the **Sub-Lessor** has agreed to transfer its rights, title and

interest in the **Demised Premises** to the **Sub – Lessee** and also to sub lease the proportionate, undivided, indivisible and impartible right and interest in the land underneath the said Tower in the said Sub-Project excluding the basement reserved for car parking and services for the unexpired portion of 90 years, commencing on 24.09.2009 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.The **Sub-Lessee** having paid the Consideration of Rs. -----/-(**Rupees ----- Only**), the receipt whereof the **Sub-Lessor** hereby acknowledge and admit, towards full and final consideration, the **Sub-Lessor** hereby transfers and conveys to the **Sub-Lessee** the **Demised Premises**, as described hereinafter in the Schedule of Property and as per **Unit Location and Floor Plan** attached as **Annexure-....**, together with the rights, easements and appurtenances on the **Sub-Lessee** agreeing to observe and perform the terms and conditions mentioned hereinafter.

The Total Sale Consideration, interalia, includes charges for Preferential Location, if any, charges towards common use of Internal Development, External Development & Electric Substation, etc. and - - - - Car Parking Slot (s), as communicated to the **Sub-Lessee** alongwith the Offer of Possession, has/have been reserved in the Basement of the **Project** for exclusive use by the **Sub Lessee** for parking his/her Car(s). The exclusive right to use the said Car Parking Slot(s) neither gives any right of ownership nor gives any sub leasehold right to the **Sub-Lessee** on the land of the said Car Parking Slot(s). The right to use of the said Car Parking Slot(s) is inseparable right with the **Demised Premises** and the **Sub Lessee** has no right to transfer/sub-lease/sell and/or deal with the Parking Slot(s) independent of the **Demised Premises**.

2. That the vacant physical possession of the **Demised Premises** and the **Car Parking Slot(s)** for use only 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 That the **Sub-Lessor** is entitled to transfer and convey its right, title and interest in the **Demised Premises** and that the **Demised Premises** is free from all encumbrances.

3.2 That the **Demised Premises** comprises of the structure constructed as per the **Unit Location and Floor Plan** attached hereto as **Annexure-....**. The area of the **Demised Premises** including its covered area, area under the periphery walls, area under columns and walls within the **Demised Premises**, half of the area of the walls common with other premises adjoining the **Demised premises**, area under cupboards, plumbing shafts, electric shafts of the **Demised Premises**, area of the balconies and the terraces, if any; and the proportionate share of the Common Areas (hereinafter referred to as the "**Super Area**") in this **Sub Lease Deed**.

3.3 That the **Sub-Lessee** shall have the common interest in the area under the common staircases, circulation areas, common walls, shafts, lifts, corridors, lobbies, stilts, electric sub-stations, meter rooms, passages, canopies, refuge areas, mumty, machine room, guard room, maintenance rooms, common pantries, common toilets, underground tanks, overhead tanks, pump rooms, blower room, fire alarm room and area under common services excluding the basement reserved for car parking and services (hereinafter referred to as "**Common Areas**"). However, the **Sub-Lessee** shall not have any title or ownership of the **Common Areas** in any manner whatsoever notwithstanding that Common Areas have been considered for the purpose of calculation of the Super Area of the **Demised Premises**.

3.4 That the **Sub-Lessor** also sub-leases to the **Sub-Lessee** the proportionate, undivided, indivisible and impartible right and interest in the portion of land underneath the **said Tower** in the **Project** for the unexpired portion of 90 years, commencing on _____ being the date of the first lease deed of the **Lease Deeds**. The said interest in the portion of **Subject Land** shall not be alienable/ transferable separately and shall always remain attached to the **Demised Premises**.

3.5 That the FAR mentioned in the Completion/Occupation Certificate of the **said Tower** is the maximum permissible FAR for the **said Tower** in the **Project** for the entire period of this **Sub Lease Deed**.

3.6 That the **Sub-Lessor** has already paid the premium amount and the lease rent for the **Subject 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.

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

4.1 That 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** (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**.

4.2 That the **Sub-Lessee** shall abide by the terms and conditions of the **Lease Deeds** and all laws as may be applicable to the **Demised Premises** including inter-alia all regulations, bye-laws, directions and guidelines of **YEA** and other relevant authorities.

4.3 That 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**.

4.4 That taxes, dues, demands, charges, duties etc. if any, levied or leviable in respect of the **Demised Premises** 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 Premises**. The **Sub-Lessor /JAL /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 residential unit is not separately assessed for such purposes.

4.5 That the **Sub-Lessee** shall not demolish or cause to be demolished any structure of the **Demised Premises** or any portion of the same and shall also not make or cause to be made any additions or alterations of any nature whatsoever in the same or in any part thereof without prior written permission from the **Sub-Lessor**. The **Sub-Lessee** shall not

alter the layout, design, elevations and colour scheme of the external facade of the **Demised Premises** in any manner whatsoever.

4.6 That the **Sub-Lessee** shall not remove any walls of the **Demised Premises** including load bearing walls, and the common walls.

4.7 That 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 **<Project Name>, Jaypee Greens Sports-____, YEIDA Area, <Pocket No__>, Gautam Budh Nagar, U.P** in general, and in relation to the **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 Premises** shall also abide by the said rules, guidelines etc.

4.8 That the **Sub-Lessee** acknowledges that the **Sub-Lessor** shall have the right to use the un-allotted Parking Slots in the Basement of the **Project** in any manner or transfer the same to any person on such terms and conditions as deemed fit by the **Sub Lessor** and the **Sub Lessee** shall not raise any objection or dispute in this regard.

5. REPRESENTATIONS AND WARRANTIES OF THE SUB-LESSEE:

5.1 That the **Sub-Lessee**, prior to the execution of this **Sub Lease Deed**, had applied to the **JAL** for allotment of the **Demised Premises** after satisfying and understanding about the implications of the restrictions, covenants etc. mentioned in the **Lease Deeds** as well as other laws applicable to the **Subject Land** and the **Demised Premises**.

5.2 That 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 Premises**, which the **Sub-Lessee** considers relevant and has satisfied himself/herself about the right, title and capacity of the **Sub-Lessor** and the **JAL** to deal with the **Demised Premises** and the **Subject Land** and has understood all the limitations and obligations thereof.

5.3 That 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.

5.4 That the **Sub-Lessee** understands and acknowledges that the **Sub-Lessor** shall be entitled to construct and/ or install such other buildings and/ or such other things as may be decided by the **Sub-Lessor** on the **Subject Land** as may be considered appropriate by the **Sub-Lessor**, at its sole discretion or pursuant to the requirements of relevant authority.

5.5 That 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, deletion, additions, alterations made either by the **Sub-Lessor** at its sole discretion, or pursuant to requirements of any Government/ Statutory authority.

5.6 That 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), Estate Homes/ Villas/ Townhomes/ Apartments or other structures in the area adjoining the building in which the **Demised Premises** is situated;

(ii) putting up additional constructions, residential, commercial or of any other kind at

Jaypee Greens Sports City ____ ,

<Project Name>, Gautam Budh

Nagar;

(iii) amending / altering the **Development Plans**.

5.7 That the **Sub-Lessee** shall, at his own cost, keep the **Demised Premises** in good and habitable state and maintain the same in a fit and proper condition.

5.8 That in case of the **Sub-Lessee** allows the use and/ or occupation of the **Demised Premises** 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.

5.9 That the **Sub-Lessee** shall sign all such applications, papers and documents and

do all such acts, deeds and things as the **Sub-Lessor** or **JAL** may reasonably require for safeguarding the interest of the **Sub-Lessee** and / or the **Sub-Lessor** or the **JAL**, as the case may be.

6. INDEMNITY BY THE SUB-LESSEE:

6.1 That the **Sub-Lessee** undertakes to comply with all the covenants, representations, warranties and undertakings contained herein, and keep the **Sub-Lessor / JAL**, their 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 omission by the **Sub-Lessee** in this regard.

6.2 That the **Sub-Lessee** hereby further assures and 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 / JAL**, their 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 representatives as a result of which, in whole or in part, the **Sub-Lessor** or **JAL** or any of their representatives are made a party to, or otherwise incurs 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** or **JAL** in connection with any such contravention or alleged contravention by the **Sub-Lessee**.

6.3 That 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 said cure 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 That 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 Premises** after determining the Sub-Lease Deed. On re-entry of the **Demised Premises**, if it is occupied by any structure built unauthorisedly by the **Sub-Lessee**, the **Sub-Lessor** will remove the same at the expense and cost of the Sub-Lessee and may re-allot the **Demised Premises** to any person.

7. MISCELLANEOUS:

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

7.3 That 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 Premises**. 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 Premises** will be deemed to have been received by him/her.

7.4 That in the event there are joint **Sub-Lessees**, 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 Premises**, 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)**.

7.5 That all notices and communication, 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**.

7.6 That 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 Premises** 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.

7.7 That all sale, transfer or other disposal of the **Demised Premises** 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 Premises** 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.

7.8 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.

7.9 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**.

7.10 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 Premises** and the **Sub-Lessee** shall bring all obligations, liabilities and responsibilities to the notice of such subsequent **sub-lessees** of the **Demised Premises** who will subsequently be bound by the terms of this **Sub-Lease Deed**.

7.11 That 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.

7.12 The **Sub-Lessor** has filed the Declaration under Section 12 of the **Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010** with **YEA** and the true copy of the said Declaration related to the **Demised Premises** is attached as **Annexure-.....**

7.13 The **Demised Premises** shall be used for permissible lawful residential purpose only.

SCHEDULE OF PROPERTY

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ALL THAT Apartment No----- having a Carpet Area ----- **Sq.Mtrs & Super Area** of ----- **Sq. Mtrs.** or thereabouts at **<PROJECT NAME>** Project constructed on a portion of **Subject Land** at Jaypee Greens Sports City-____,<Pocket No.____>,Sector____, YEIDA Area, Gautam Budh Nagar, U.P. as demarcated on the **Unit Location and Floor Plan** and bound as under:

At or towards the EAST	:}
At or towards the WEST	:} As per Unit Location and Floor Plan Annexed.
At or towards the NORTH	:}
At or towards the SOUTH	:}

Annexure -__ : Details of Lease Deeds.

Annexure - __: **Unit Location and Floor Plan** of the Unit

Annexure - __: True copy of Declaration

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.