

SUB-LEASE DEED

Plot No. : _____

Project : <Project Name> situated at Jaypee Greens Sports
City- East, , <Pocket No >, Sector- 22, 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 consideration)

Rebate for Women : Rs._____/ -

Stamp duty paid : Rs._____- (as per consideration) (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-AABC1562A), 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 **"Second 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 **"Second Party"** 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 **"Second Party"** 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 **"Third 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.

The **Sub-Lessor** or the **First Party, JAL** or the **Second Party** and the **Sub-Lessee** or the **Third 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 **Second Party** 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, 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 **Second Party** is, interalia, developing a part of the subject land as residential 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-22, 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-II** (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 **Second Party** 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 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.
- 3.6 **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/ Second Party/** 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/ Second Party/ 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 Second Party/ 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/ Second Party/ 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/ Second Party/ 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/ Second Party/ 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, Second Party** 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 **Second Party/ 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-22, 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 -I : **Details of Lease Deeds**

Annexure-II : **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/ Second Party

Authorized Signatory

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

WITNESSES:

1.

2.

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)

Carpet Area : _____ Sq. Mtrs. (_____ Sq. fts.)
Super area : _____ Sq. Mtrs. (_____ Sq. fts.)
Ground Coverage Area : _____ Sq. Mtrs.
Sale Consideration : Rs. _____/-
Circle Rate : Rs. _____/-
Value as per Circle rate : Rs. _____/-
Stamp duty payable : Rs. _____/-(as per consideration)
Rebate for Women : Rs. _____/-
Stamp duty paid : Rs. _____ - (as per consideration) (rounded off)

THIS **SUB-LEASE DEED** is made and entered on this ____ day of____,____at
_____, 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-AABC1562A), 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 “**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.

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-__** 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, 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 has been obtaining the Occupation/completion Certificate from the concerned authorities as and when buildings are completed from time to time.

AND accordingly the **JAL** is, interalia, developing, marketing and Selling Villas/independent houses, named and styled as “<Project Name>” in Pocket ____ at **Jaypee Greens Sports City East, Gautam Budh Nagar** .(hereinafter referred to as the “**Sub-Project**”)

Yamuna Expressway Industrial Development Authority (YEA) has approved the Building Plans for the development of the Sub-Project on the **Project Land**.

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 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 apartment is being developed/constructed, had applied for allotment in the **Sub Project** and has been allotted **Plot** vide provisional Allotment no./ Allotment no _____ dated _____ having a Super Area _____ **Sq.ft.s.& Carpet area of _____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 Villa 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 **Villa of land bearing No._____ in sub project having a Super Area of _____ Sq. Mtrs (_____Sq.**

fts.) as described in the schedule of property hereinafter written as **Location and Building Plan** attached as **Annexure-__** (hereinafter referred to as the "**Demised Premises**") was provisionally allotted to the **Sub-Lessee vide Provisional Allotment / Allotment Letter No.**_____ dated_____ read with all amendments done from time to time.

AND the **Sub-Lessor** has done construction of the **Demised Premises** to the extent of ____ **Sq. Mtr.** (_____ **Sq. ft**) of Super Area out of the total permissible Super Area of _____ **Sq. Mtr** (_____ **Sq. ft**). The **Sub-Lessee** had desired to carry out the balance construction on its own as per the sanctioned building plans.

AND the **Sub-Lessee** thereafter has the option to construct the balance part of the **Demised Premises** as per the said sanctioned Building Plans at his own cost .

AND pursuant to the payment of **Sale Consideration** by the **Sub-Lessee**, for the **Demised Premises** constructed upto the extent of _____ **Sq. Mtr** of Super Area by the **Sub-Lessor**, the **Sub-Lessor** has agreed to transfer to the **Sub-Lessee** the rights, title and interest in the **Demised Premises**.

AND pursuant to the execution of the said Standard Terms of the provisional allotment/allotment read with the letter dated _____ of the **Sub-Lessee** and the fulfillment of the conditions of payment of Consideration mentioned therein, Jaypee Infratech Limited as the **Sub-Lessor** (being the Lessee of the **Leased Land**) has agreed to transfer its rights, title and interest in the **Demised Premises** 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. The **Sub-Lessee** having paid 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 Premises**, as described hereinafter in the **Schedule of Property** and as per **Location & Building Plan** attached as **Annexure-__** and sub-leases _____Sq.mtrs of Plot area & Super Area _____Sq. Mtrs.(____Sq.ft.) to be constructed with tentative specification as per the Annexure__, to the Sub-lessee, 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 Premises** 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 Premises** and that the **Demised Premises** is free from all encumbrances.
 - 3.2 The **Super Area** of the building within the **Demised Premises** means the covered/ built-up area including (a) walls, columns, balconies, cupboards etc, (b) shafts, lift, well, and cutouts at all floor levels and (c) 50% area of terraces (hereinafter referred to as the "**Super Area**").

- 3.3 The Covered Area to be counted towards **FAR** and the Ground Coverage mentioned in the **Location & Building Plan** attached as **Annexure-___** are maximum permissible limits for the said areas.
- 3.4 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.
- 3.5 The **Sub-Lessee** shall be entitled to transfer the **Demised Premises** 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**.
- 3.6 The Ground Coverage, Floor Area Ratio (FAR), Height of building, Provision for Parking and Setbacks etc. in respect of the **Demised Premises** 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.
- 3.7 The **Sub-Lessee** shall have a right of way to the roads adjoining the **Demised Premises** and shall be entitled to enter upon such roads for the purpose of accessing the **Demised Premises** without detriment to the **Sub-Lessor** or **YEA** or public interest.

3.8 **Sub-Lessee** may be permitted to mortgage the **Demised Premises** 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 Premises**.

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 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/ 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 Premises** shall also abide by the said rules, guidelines etc.
- 4.7 The **Sub-Lessee** shall not demolish or cause to demolish any structure of the **Demised Premises** or any portion of the same and shall also not make or cause to make any additions or alterations of any nature whatsoever in the same or in any part thereof without prior written permission from the **Sub-Lessor and/YEA**. That the **Sub Lessee** shall not remove any walls of the **Demised Premises** including load bearing walls, and the Common Walls. The **Sub-Lessee** shall not alter the building envelope, design, elevations and colour scheme of the external facade of the **Demised Premises** in any manner whatsoever.
- 4.8 That the **Demised Premises** shall comprise of the structure constructed as per the Location & Building Plan attached hereto as **Annexure-__**, and subject to the terms of the Lease Deeds and to the extent

permitted by it, the proportionate, undivided, indivisible and impartible right and interest in the portion of **Leased Land** underneath the **Demised Premises**, as demarcated in the Location and Building Plan as attached hereto as **Annexure-___**, the said interest in the portion of **Leased Land** underneath, so demarcated, not being alienable / transferable separately and always remaining attached to the **Demised Premises** and being a part of the **Demised Premises**

- 4.9 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 Premises 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**.
- 4.10 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.
- 4.11 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.

4.12 The **Sub-Lessee** shall carry out the entire development on the **Demised Premises** 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.

4.13 The Building drawings and relevant details for construction of residential building on the **Demised Premises** 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.

4.14 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 Premises** and building to be erected thereupon in order to inspect the **Demised Premises** 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 Premises** 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 Premises**.
- 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 Premises**, 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 Premises** 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 Premises** and that this **Sub-Lease Deed** truly depicts the area of the **Demised Premises** 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 Premises** 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 Premises**;
 - (ii) putting up additional constructions, residential, commercial or of any other kind at **Jaypee Greens Sports City** _____ ;
 - (iii) amending / altering the **Development Plans**.
- 5.9 The **Sub-Lessee** shall, at his/ her own cost, keep the building constructed on **Demised Premises** 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 Premises 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 Premises** after determining the **Sub-Lease Deed**. On re-entry into the **Demised Premises**, 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 Premises** 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 Premises** 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 Premises**.
 - b. keeps the foundation, tunnels or other pits on the **Demised Premises** 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 Premises** 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 Premises** 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 Premises**.
- 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 Premises** 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 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.

- 7.8 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 **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.
- 7.9 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 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**.
- 7.10 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 Premises** 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 Premises** 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 Premises** 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)**.

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

SCHEDULE OF PROPERTY

ALL THAT <Project Name> bearing number:_____in said Sub-Project having a Carpet Area of ____Sq. mtrs. (____Sq. fts.), Super Area of ____Sq. mtrs. (____Sq. fts.) and Covered Area____Sq. mtrs. (____Sq. fts.) and land admeasuring ____Sq mtrs., situated at Jaypee Greens Sports City SDZ at <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/ Confirming Party

Authorized Signatory

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

WITNESSES:

1.

2.