

SUB LEASE DEED

Unit No: _____ in _____ Situated at Sector 128 Jaypee Greens Wish Town, Noida, 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 Woman (Rs.)	:	_____
Floor	:	_____ Floor Floor Wise Rebate : _____
Stamp duty Paid (Rs.)	:	_____ (Rounded off)
Car Parking	:	Yes { _____ Covered Parking }
Power Backup	:	Yes Security Guard : Yes
Community Center	:	Yes Swimming Pool : Yes
Lift	:	Yes Gym : Yes
Roof Rights	:	No

The Value as per Circle rate is calculated according to Format-

5(B), Part-3 of Circle Rate list dated 01-08-2016, which is mentioned on Page No-____, Row No-____. Software V-Code- _____.

THIS **SUB LEASE DEED** is made and entered on thisday of _____, 20__ at Noida, 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 (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 _____, **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. Mr. _____ (having _____), 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’s Office- First, Noida, (U.P.)**.

AND

JAIPRAKASH ASSOCIATES LIMITED (having 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 also 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, legal representatives and assigns, 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, Noida by **Mr. _____, S/o. _____ (having _____),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, legal representatives and assigns.

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 5 (five) million square meters of land for development at Noida/Greater Noida, transferred on lease for a period of 90 years, 463.8057 Hect. (1145.59 acres) of land in Sectors 128, 129, 131, 133 and 134 at Noida to **Jaypee Infratech Limited** through various lease deeds , the details of which are provided in **Annexure – I** attached hereto (hereinafter referred to as the “**Lease Deeds**”) as per the terms and conditions specified therein, and additional 0.1 Hect. (0.24 acres) land for development in aforesaid sectors in Noida is in the process of being transferred by **YEA** to **Jaypee Infratech Limited** resulting in total land of 463.9057 Hect. (1145.83 acres) (hereinafter referred to as the “**Leased Land**”).

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 Jaypee Infratech Limited had prepared land use plan, layout plan and other plans for the development of 434.17 Hect. (1072.84 acres) of **Leased Land** which were approved by New Okhla Industrial Development Authority, (hereinafter referred to as the “**NOIDA**”) in the year 2011. The said land use plan, layout plan and other plans were revised for an area of 430.3141 Hect. (1062.84 acres) (hereinafter referred to as the “**Subject Land**”). The said revised plans have also been approved by **NOIDA**. The said land use plan, layout plan and other plans as approved by **NOIDA** or any revision thereof are hereinafter referred to as “**Development Plans**”.

AND Jaypee Infratech Limited itself and through **JAL** is developing the **Subject Land** (named as **Jaypee Greens Wish Town, Noida**) 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.

AND accordingly the **JAL** is, interalia, developing, marketing and selling residential apartments named and styled as _____ (hereinafter referred to as the "**said Sub-Project**").

New Okhla Industrial Development Authority (NOIDA) has approved the Building 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, sanctioned building plan/building plans submission for approval, 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 apartment is being developed/constructed had applied for allotment in the said **Sub Project** and has been allotted apartment vide provisional Allotment no./ Allotment no _____ dated _____ having a Super Area _____ **Sq.Ft.** & Carpet area of _____ **Sq.Mtr.**, along with garage/covered parking no.(nos) __ in the Basement of the said Sub Project;

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**.

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 **Project** as an ongoing Project under the provisions of the RERA Act with the Real Estate Regulatory Authority on _____ under registration No.**UPRERAPRJ**_____.

AND based on an application made by the **Sub-Lessee** for provisional allotment/allotment of an apartment in the **said Sub-Project** and upon the **Sub-Lessee** agreeing to abide by the Standard Terms and Conditions of provisional allotment/allotment , the **Unit No.**_____ **having a Carpet Area of** _____ **Sq. Mtrs. in Tower No.**____ (hereinafter referred to as the "**said Tower**") of the **said Sub-Project** as described in the Schedule of Property hereinafter written and **Unit Location and Floor Plan** attached as **Annexure-II** (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.

AND NOIDA has issued Completion/Occupation Certificate for towers of _____ **Tower No.**_____) constructed in a Group Housing Pocket No. ____ 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.**

AND in terms of the Completion Certificate issued by **NOIDA**, 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**.

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** (being the Lessee of the **Leased Land**) has agreed to transfer the 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 28.02.2003 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 **JAL** hereby acknowledges and admits towards full and final Consideration, the **Sub-Lessor** hereby transfers and conveys the **Demised Premises**, as described hereinafter in the Schedule of Property and as per **Unit Location and Floor Plan** attached as **Annexure-II**, together with the rights, easements and appurtenances on the **Sub-Lessee** agreeing to observe and perform the terms and conditions mentioned hereinafter.

The Consideration, interalia, includes charges for Preferential Location, if any, charges towards common use of Internal 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 **said Sub-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. 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 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 **Demised Premises** comprises of the structure constructed as per the **Unit Location and Floor Plan** attached hereto as **Annexure-II**. 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 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 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 **said Sub-Project** for the unexpired portion of 90 years, commencing on 28.02.2003 being the date of the first lease deed of the **Lease Deeds**. The said interest in the portion of **Leased Land** shall not be alienable/ transferable separately and shall always remain attached to the **Demised Premises**.

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

3.6 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.

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

4.1 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 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 **NOIDA** and other relevant authorities.

4.3 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 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 / the JAL /the Designated Maintenance Agency** shall be entitled to collect the said taxes, dues , demands, charges, duties etc. on pro rata basis from the **Sub-Lessee** so long each residential unit is not separately assessed for such purposes.

4.5 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 The **Sub-Lessee** shall not remove any walls of the **Demised Premises** Including load bearing walls, and the common walls.

4.7 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 Wish Town, Noida** in general, and in relation to the **said Sub-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 The **Sub-Lessee** acknowledges that the **Sub-Lessor** shall have the right to use the unallotted Parking Slots in the Basement of the **said Sub-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 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 **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** and the **JAL** to deal with the **Demised Premises** and the **Subject Land** and has understood all the limitations and obligations thereof.

5.3 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 The **Sub-Lessee** acknowledges and understands that the **Demised Premises** is located near, adjacent to or borders upon a golf course and that construction, post-construction and normal operational activities on the golf course may be different than those normally associated with a residential neighborhood. The **Sub-Lessee** shall not object to and shall not interfere, in any way, with the establishment, construction, development, renovation and/ or operation of the golfing facility and or residential, commercial, institutional,

recreational and other developments/ activities as may, from time to time, be undertaken by the **Sub-Lessor** or **JAL**, members of the club or other persons permitted to enjoy the facilities at **Jaypee Greens Wish Town, Noida**.

5.5 The **Sub-Lessee** confirms that the **Sub-Lessee** is aware of the inherent risks and hazards involved in occupation of a residential property located on or about a golf course and shall not hold the **Sub-Lessor** or **JAL** and / or any of their employees, representatives, agents, etc. and/ or any member(s)/ player (s) of the golf club etc responsible for any damage and / or injury, of whatsoever nature, which may be caused by a flying golf ball or otherwise to him/her and/ or to his/her property and/ or to the person and / or property of his/her co-inhabitant (s) and / or any of his/her guest (s) at **Jaypee Greens Wish Town, Noida**. That the **Sub-Lessee** undertakes to indemnify and keep the **Sub-Lessor**, its employees, representatives, agents, etc. and / or the members / players of at **Jaypee Greens Wish Town, Noida** indemnified against any action whatsoever which may be brought against them by **Sub-Lessee's** co-inhabitant (s) and/ or his/her guest (s) and / or the guest (s) of his/her co-inhabitant (s) for any loss, damage or injury which may be suffered by them to their person or to their property, due to such flying golf ball (s) or otherwise.

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 such other things as may be decided by the **Sub-Lessor** on the **Leased Land** as may be considered appropriate by the **Sub-Lessor**.

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, deletion, additions, alterations made either by the **Sub-Lessor** at its sole discretion, or pursuant to requirements of relevant 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), 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 Wish Town, Noida**;
- (iii) amending / altering the **Development Plans**.

5.9 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.

5.10 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.

5.11 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 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 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 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 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 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 The **Sub-Lessee** shall be bound by any condition/s hereafter imposed by **NOIDA/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 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 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-Lessees** and no separate communication shall be necessary to the other named **Sub-Lessee (s)**.

7.5 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 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/NOIDA**. Any Transfer charges payable to **YEA/NOIDA** 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 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 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 **NOIDA** and the true copy of the said Declaration related to the **Demised Premises** is attached as **Annexure-III**.

SCHEDULE OF PROPERTY

ALL THAT Apartment No._____ having a Carpet Area of _____ **Sq. Mtrs.** & Super Area of _____ **Sq. Mtrs.** or thereabouts at _____ constructed on a portion of **Subject Land** at Sector -128, Jaypee Greens Wish Town, Noida-201 304, 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 -I : Details of Lease Deeds.

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

Annexure -III: 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.