

SUB-LEASE DEED

Govt. Valuation : **Rs.** _____/-
Sale Consideration : **Rs.** _____/- (_____
Stamp Duty : **Rs.** _____/-
Plot Area : _____ **sq.mtr.**
Plot No. : _____/06th **Park View at Gaur Yamuna City
(Pocket-3), Mirzapur Site (LFD-3), Sector-19,
YEIDA, Greater Noida, District – Gautambudh
Nagar, (U.P.).**

THIS SUB-LEASE DEED is made at Greater Noida on this day
of..... 2018

BY AND BETWEEN

M/s Gaursons Realtech Pvt. Ltd., a Company duly incorporated under the Indian Companies Act, 1956 and having its Registered Office at D-25, VivekVihar, Delhi-110095 and Corporate office at Gaur Biz Park, Plot No.1, AbhayKhand-II, Indirapuram, Ghaziabad U.P. 201014 through its Authorized Signatory **Mr.** _____ **S/o Sh.** _____ duly authorized by the Board of Directors vide Resolution dated _____ (hereinafter referred to as the **“SUB-LESSOR/DEVELOPER”**), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns, of the **FIRST PART (PAN No. AADCG9948H)** and said Mr. _____ executed an Authentic Power of Attorney duly registered vide Document No. _____ Dated _____ with the Sub-registrar Sadar at GautamBudh Nagar in favour of Mr. _____ S/o Sh. _____ for the presentation of the duly executed document for registration in the Sub-Registrar office.

AND

R/o _____ (i

ndividually hereinafter referred to as the **SUB-LESSEE'**), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their/legal heirs, executors, administrators, legal representatives and assigns, of the **SECOND PART; (PAN _____)**

Whereas by an agreement dated 07-02-2003 termed as "Concession Agreement" between Taj Expressway Industrial Development Authority (Now Yamuna Expressway Industrial Development Authority "YEIDA") a statutory body constituted under U.P. Industrial Development Act, 1976 and having its principal office at J-3, Sector-41, Noida, Distt. GautamBudh Nagar-201301, Uttar Pradesh, India and Jaiprakash Industries Limited, a company incorporated under the provisions of companies Act 1956 and having its Registered Office at 5 Park Road, Hazratgunj, Lucknow (UP) and Head Office at JA House, 63 BasantLok Community Centre, Vasant Vihar, New Delhi-110057, India the **Concessioner** was granted concession for arrangement of finances, design, engineering, constructions and operation of the Expressway.

And Whereas in the terms of the provision of Concession Agreement to full fill its obligation YEIDA agreed to transfer on lease to JaypeeInfratech Limited "**JIL**" (a subsidiary company of Jaiprakash Industries Limited) 25 million sq.mtrs of land for commercial, amusement, industrial, institutional and residential development at 5 or more locations along the Expressway, including 5 million sq.mtrs. of land at NOIDA/ GREATER NOIDA/ALIGARH/AGRA.

And Whereas YEIDA in part of discharge of its obligations under Concession Agreement for the transfer of land for development, has earmarked 548.7635 hectares of land at Mirzapur land parcel LFD-3 out of which 529.3918 hectares of land already transfer infavour of JIL by different lease deed and for the rest of 19.3717 hectares land a necessary action is being taken by **YEIDA**.

And Whereas YEIDA granted unfettered rights through various lease deeds (details enclosed) for the period of 90 years in favour of JIL to sub-lease the whole or any part of the subject land whether developed or undeveloped and whether by way of plots or constructed properties or give on leave and license or otherwise dispose of its interest in the subject land or part thereof to any person in any manner whatsoever without requiring any consent or approval of YEIDA or of any other relevant Authority.

And Whereas JIL transferred the land out of LFD-3rd by way of five separate Sub-Lease Deeds, (1) on dated 22-05-2013 registered vide document no. 13251, book no. 1, volume no. 11798 and page no. 299 to 450 and (2) on dated 05-10-2013 registered vide document no. 24479 book no. 1 volume no. 14222 and pages 85 to 134 (3) on dated 09-01-2014 registered vide document no. 14828 book no. 1 volume no. 781 and pages 227-282, (4) on dated 27-06-2014 registered vide document no. 20325 book no. 1 volume no. 16236 and pages 189-242 and (5) on dated 31-07-2014 registered vide document no. 25183 book no. 1 volume no. 16526 and pages 107-162 all are registered in the office of the Sub-Registrar Sadar, Gautambudh Nagar, U.P. in favor of **Sub-Lessor /Developer** and the **Sub-Lessor/Developer** has developed a Township namely **Gaur Yamuna City** "GYC" over the consolidated 250 acres of land purchased through above said five sub-lease deeds, the entire land of said Township has been divided into various parts for the development and construction of various projects like Group Housing, Group Housing Plots, Commercials, individual residential plots, institutional plots, facilities & public utilities etc.

And Whereas all the terms and conditions of the lease deeds executed by YEIDA in favour of Jaypee Infratech Ltd. and the sub-lease deeds in favour of the **Sub-Lessor/Developer** shall also be applicable and binding over the Sub-Lessee(s).

And Whereas the Master Plan Layout of GYC of entire 250 Acre land as one land piece demarcated as Pocket-3 has been approved by the YEIDA. The layout plan of the Project 06th Park View situated in GYC also has been approved by YEIDA. The layout plan of the Project 06th Park View is Annexed herewith.

And Whereas this Sub-Lease deed of the plot shall be for the unexpired period of lease deed in favor of (JIL) JaypeeInfratech Ltd.

NOW, THEREFORE, THIS SUB-LEASE DEED WITNESSETH AS FOLLOWS:

1. That in consideration of the amount of **Rs. _____/- (Rupees _____ Only)** paid by the Allottee/s/Sub-Lessee to the **Sub-Lessor/Developer**.
2. That the Sub-Lessee(s) shall use the Plot for residential purpose only and sub-lessee(s) shall not be permitted to use the Plot for any other purpose, which may or likely to cause nuisance to the allottee(s) of other Plots buyers.

3. That Sub-Lessee(s) shall not have any right, title or interest in other land, amenities, facilities, sports/club facilities etc. The **Sub-Lessor/Developer** reserved its rights to dispose off those facilities or can charges membership fee/usage charges in accordance with rules and regulations framed under its sole discretion. The township has a master plan wherein areas/land has been duly enmarked for particular usage. It is not an obligation towards **Sub-Lessor/Developer**. to construct the building over the enmarked land plot in accordance with the land use, the **Sub-Lessor/Developer** may offer/transfer these areas for development and construction to another developers in accordance with usage defined in approved master layout plan and development of these areas will depends upon the market viability.
4. That the project 06th Park View situated in the Township Gaur Yamuna City have a separate identity for any changes in the layout of the Township Gaur Yamuna City the consent of the Sub-Lessee shall not be require, the Sub-Lessor/Developer under its own discretion can make any change therein.
5. That the Sub-Lessee has reviewed the Development Plans and has been made aware of and accepts that the Development Plans may not be final in all aspects and that there may be variatios, deletions, additions, alterations made either by the Sub-Lessor/Developer at its sole discretion, or pursuant to requirements of any Government/Statutory Authority/guidelines and directions of YEIDA.
6. That Nothing herein shall be constructed to provide the Sub-Lessee with the right to prevent Sub-Lessor/Developer from:
 - i. constructing or continuing with the construction of the other buildings(s), independent house, 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 in GYC.
 - iii. amending/ altering the Development Plan.
7. That the Sub-Lessee(s) shall not be entitled for the bifurcation or amalgamation of plot with another plot.

8. That the Sub-Lessee(s) will obtain approval of the building plans of the said Plot by himself/themself from YEIDA and all the charges relating to the sanction of building plans will be borne by him/them, the construction could be started only after getting approval from YEIDA. During the constructions the construction material and other material runs through the heavy trucks which damages the roads, pathways etc. and the disposal of waste material is also a major issue in accordance with the pollution measures, for this purpose the Sub-Lessee will obtain permission from the **Sub-Lessor/Developer** for commencement of construction and will deposit 0.5% amount of the cost of Plot area as Malba Charges.
9. That 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 YEIDA/ relevant India Standards /National Code etc.
 - II. Master Plans and Rules & Regulations of the YEIDA and other relevant Authorities like NCRPB.
 - III. Government policies and relevant Codes of BIS/ is relating to disaster management in land use planning and construction work.
 - IV. That the Sub-Lessee(s) shall be responsible for all deviations, violations or breach of any of the conditions laws/bye-laws rules and regulations
10. That the Sub-Lessee(s) have to construct minimum one dwelling unit over the said plot with in two year from the date of this sub-lease deed.
11. That the Sub-Lessee(s) after the registration of Sub-Lease deed in its favour have to obtain final completion certificate from the YEIDA regarding the said plot within 5 years from the date of Sub-Lease Deed, failing which 5% of the prevailing cost of the plot can be imposed as penalty by the **Sub-Lessor/Developer** and same shall be payable by the Sub-Lessee(s) to the **Sub-Lessor/Developer**.
12. That the **Sub- Lessee** shall follow all laws and bye-laws, rules, building regulations. Guidelines and directions of **YEIDA** and the local municipal or statutory authority now existing or hereinafter to exist so far as the same relate to the immovable property & convenience of buildings and so far as they affect health. Safety And convenience of other inhabitants of the place.

13. That the Sub-Lessee(s) shall not have any right for construction of any type/nature, gardening, parking etc. in the open spaces in front of his/her/their Plot. The vehicles will be parked inside the Plots. The plot shall be used for the residential purposes only, no commercial activity shall be allowed.
14. That the Sub-Lessee has inspected the site, the Development Plans ownership records, the Lease Deeds and other documents relating to the title and all other details of the Demised Plot, which the Sub-Lessee considers relevant and has satisfied himself/herself about the right, title and capacity of the Sub-Lessor/Developer to deal with the demised plot and the Leased Land and has understood all the limitations and obligations thereof.
15. That 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/Developer in this Regard.
16. That the Sub-Lessee(s) after gone through the maintenance agreements and agreement for supply of electricity, and after being agreed upon all the terms and conditions mentioned therein have duly executed those agreement which shall be always binding over the sub-lessee(s), the Sub-Lessee(s) shall always pay the Township Maintenance Charges i.e. 15% of the maintenance charges of the said plot in 06th Park View Project, The Sub-Lessor/Developer reserves all right for the collection of Township Maintenance Charges either by him or through its nominee/nominated maintenance agency.
17. That a single point electricity connection has been taken by the Sub-Lessor/Developer for GYC the electricity supply to the Sub-Lessee will be provided through the separate meter, the same electricity meter shall be used for the collection of maintenance charges including the township maintenance charges, it is a prepaid system and without the clearance of dues the electricity supply could not run.
18. That the lease rent till date has been paid by the **Sub-Lessor/Developer**, 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 Sub-lessor/Second Party/ YEIDA/ nominated Designated Maintenance Agency.

19. That if there any Service Tax, Trade Tax, V.A.T, G.S.T., and additional levies, rates taxes, charges, enhanced compensation to the farmers, cess and fees etc. as assessed and the attributable to the **Sub-Lessor/Developer** as consequences of Court order /Government/ Development Authority /Statutory or other local authority (ies) order, the Sub-Lessee(s) shall be liable to pay his/her/their proportionate share for the same to the **Sub-Lessor/Developer** as and when demanded. if the appropriate authorities impose any tax on this transaction in future then the Sub-Lessee(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the **Sub-Lessor/Developer** /nominated maintenance agency till the time each plot/residential dwelling unit is not separately assessed for such purpose.
20. That the enhanced compensation demanded by YEIDA has been challenged by Jaiprakash Industries Limited/JIL in the court of law as and when the issue will be decided and it will be require to pay the enhance compensation by the Sub-Lessor/Developer, the Sub-Lessee shall bear its proportionate share which will be payable to the Sub-Lessor/Developer or its nominated agency or YEIDA as the case may be.
21. That the Sub-Lessee before selling, transfer or otherwise dispose of the Demised Plot at any time in future will take a prior consent from the YEIDA. Any transfer charges payable to YEIDA/ and any administrative or other charges, duty, taxes, levies payable to any concerned authority/body/agency/Sub-Lessor/Developer, as the case may be, shall also be borne and paid by the Sub-Lessee alone.
22. That all taxes such as House Tax, Water Tax, Sewerage Tax or any other taxes or charges shall be payable by the Sub-Lessee(s) of plot from the date of possession i.e. from the date of Sub lease deed. The maintenance charges of the Project or the township maintenance charges are separate from the tax/levy duty or charges payable to Govt. or Local Authority.
23. That the Stamp duty, registration fee and all other incidental charges required for execution and registration of this sub-lease deed have been borne by the Sub-Lessee(s).
24. That 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.

25. That in case the Sub-Lessee allows the use and/or occupation of the Demised Plot or the Building constructed thereon, 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.
26. That the Sub-Lessee shall sign all such applications, papers and documents and do all such acts, deeds and things as the Sub-Lessor/Developer may reasonably require for safeguarding the interest of the Sub-Lessee and/ or the Sub-Lessor/Developer, as the case may be.
27. That it will be necessary to obtain a No Dues Certificate/NOC from the **Sub-Lessor/Developer** in case of subsequent sale/sub lease along with due incorporation of the particulars of the subsequent transferee(s) with the **Sub-Lessor/Developer**, and the said NOC will be issued by the **Sub-Lessor/Developer** upon payment of administrative charges @ Rs. 107/- per sq. mtr. of the above said Plot area + service tax/taxes etc..
28. That the provisions of U.P. Industrial Area Development Act, 1976 and any rules / regulations framed under the Act or any direction issued shall be binding on the Lessee/Sub-Lessee(s).
29. That any dispute arising with regards to the lease etc. shall be subject to the jurisdiction of the civil court at GautamBudh Nagar or the High Court of judicature at Allahabad.
30. That the Sub-Lessee shall observe, perform and abide by all the rules guidelines, by whatsoever name called, as may be specified by the Sub-Lessor/Developer or Designated maintenance Agency from time to time for maintaining the standard of living, façade of buildings, security, ambience, outlook, safety etc. in relation to the Gaur Yamuna City, in general, and in relation to 06th Park View 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.
31. That in case the said plot is occupied by any structure built unauthorisedly by the Sub-Lessee(s), the **Sub-Lessor/Developer** and/or the YEIDA will remove the same at the expense and the cost of the Sub-Lessee(s), due notice to the Sub-Lessee(s) shall be given by the YEIDA

and/or the **Sub-Lessor/Developer** to rectify the breaches within the period stipulated by the YEIDA and/or the **Sub-Lessor/Developer**.

32. That all notices, orders and other documents required under the terms of the Sub-Lease or under the Uttar Pradesh Industrial Development ACT, 1976(U.P.ACT NO. 6 OF 1976) or any rule or regulation made or directions issued there under shall be deemed to be duly served as provided under section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act (re-enactment with modifications) 1974 (U.P. Act No. 30 of 1974).
33. That Save and except the Standard Terms and Conditions as Contained as contained in the Application Form and the Allotment Letter/Agreement for Sale Dated 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.
34. That in the event there are joint Sub-Lessee(s), all communications and notices shall be sent by the Sub-Lessor/Developer to the First Sub-Lessee(s) at the address specified hereinabove or at the demised plot or at such address as may be notified by the Sub-Lessee to the Sub-Lessor/Developer and acknowledged by the Sub-Lessor/Developer, which shall for all purposes be considered as served on all the Sub-Lessee(s) and no separate communication shall be necessary to the other named Sub-Lessee(s).
35. That all powers exercisable by the YEIDA may be exercised by the Chief Executive officer/Chairman of the YEIDA. The **Sub-Lessor/Developer** and/or YEIDA may also authorize any of its officers to exercise all or any of the powers exercisable by it under this Deed. Provided that the expression Chief Executive Officer/Chairman shall include Chief Executive Officer/Chairman for the time being or any other officer who is entrusted by the **Sub-Lessor/Developer** and/or YEIDA with the functions similar to those of the Chief Executive Officer/Chairman.

BOUNDARIES OF PLOT

East:	}	as per attached layout plan
West:		
South:		
North:		

Bank Loan :- _____

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day, month and the year first above written:

In presence of:

Witnesses:

1.	SUB-LESSOR/DEVELOPER
----	-----------------------------

2.

SUB-LESSEE(S)