

**SUB-LEASE DEED**

**Premises No** : Condominium Apartment No.\_\_\_\_\_ at \_\_\_ Floor in Tower No.\_\_\_ in the Project TRECENTO RESIDENCES by Gaurs, Sun Court Type-IV "B6a (CT-4/Tower-A)"

**Village/ City** : Sector-19 & 25 Surajpur- Kasna Road, Golf Course, Land-1, Greater Noida, Gautambudh Nagar (U.P.)

**Super area** : \_\_\_\_\_ square meters (\_\_\_\_\_ square feet)

**Carpet Area** : \_\_\_\_\_ square meters (\_\_\_\_\_ square feet)

**Consideration** : Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

**Value as per Circle rate** : Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

**Stamp duty paid** : Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ only)  
(As per Consideration) (Rounded off)

THIS SUB-LEASE DEED ("SUB-LEASE DEED/DEED") is made and entered on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023 at Greater Noida, District- Gautam Budh Nagar, Uttar Pradesh.

BY

**Golf Lake LLP**, a Limited Liability Partnership incorporated under the provisions of the Limited Liability Partnership Act 2008 bearing limited liability partnership identification number AAO-5496 and having its registered office at Office No-F-101, First Floor, Plot no 2/3, Ashish Commercial Complex, LSC, New Rajdhani Enclave, Delhi-110092, and its corporate office at Gaur Biz Park, Plot No.-1, Abhay Khand-II, Indirapuram, Ghaziabad (PAN No. \_\_\_\_\_), (hereinafter referred to as the "**Sub-Lessor/LLP**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in interest, executors, administrators and permitted assignees), represented by its authorized signatory Mr./Mrs./Ms. \_\_\_\_\_ (Aadhaar no. \_\_\_\_\_) authorized vide the authority letter dated \_\_\_\_\_ (attached herein); of the **ONE PART**:

IN FAVOUR OF

Mr./Mrs./Ms. \_\_\_\_\_, son/daughter/wife of \_\_\_\_\_ having Aadhar number and income tax permanent account number \_\_\_\_\_ aged about \_\_\_\_\_ years and residing at \_\_\_\_\_ (hereinafter called the "**Sub-Lessee**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees), of the **OTHER PART**.

WHEREAS:

- A. Jaiprakash Associates Limited ("JAL"), a company incorporated under the provisions of the Companies Act 1956 and validly existing under the provisions of the Companies Act 2013, bearing corporate identification number L14106UP1995PLC019017, held the leasehold rights of the land admeasuring:
  - a) 222.42 acres on leasehold basis by virtue of the Lease Deed dated June 8, 2000 executed by the Greater Noida Industrial Development Authority (GNIDA) in favour of Mussoorie Hotels Limited (name changed to Jaypee Greens Limited (JGL) which subsequently merged with JAL) ("**Lease Deed 1**");
  - b) 14.4565 acres on leasehold basis by virtue of the Lease Deed dated May 18, 2001 executed by the GNIDA ("**Lease Deed 2**") in favour of Jaypee Greens Limited (now JAL); and
  - c) 215.38 acres on leasehold basis by virtue of the Lease Deed dated June 8, 2000 ("**Lease Deed 3**") executed by the GNIDA in favour of Mussoorie Hotels Limited (name changed to Jaypee Greens Limited (JGL) which subsequently merged with JAL)

(Land transferred through Lease Deed 1 and Lease Deed 2 above is hereinafter referred to as "**Land-1**" and land transferred through Lease Deed 3 above is hereinafter referred to as "**Land-2**".)

- B. JAL was developing the aforementioned land parcels in an integrated manner as per respective plans of Land-1 and Land-2 approved by GNIDA, including, inter alia, golf course with related facilities, integrated sports complex with related facilities, residential units (estate homes, town homes, villas, apartments, plots etc.), commercial units (hotel/ resort, restaurants, offices, shops, clubs), institutions and services like access roads, water supply, sewerage & drainage systems, etc. and their connectivity to the plot of individual company.
- C. JAL had prepared the layout and other plans for the development of Land 1 which were approved by GNIDA and which remain valid till date ("**Development Plan**").
- D. JAL had availed a loan facility from HDFC Bank Ltd and vide the mortgage deed dated 11.09.2012, mortgaged some the land parcels being developed by JAL including the project land registered as Plot No- Condominium Apartments, Type-IV, B6a (CT-4/Tower-A), Golf Course, Land-1 Surajpur Kasna Road, Sector-19 & 25 Greater Noida, Gautam Budh Nagar, Uttar Pradesh (*also known as Sun-Court Tower A*), having proportionate land area admeasuring 5128.97 square meters and ground coverage admeasuring 875 square meters as mentioned under the category "Residential/Commercial" (B type building)" in the approved revised lay out plan sanctioned by Greater Noida Industrial Development Authority vide Letter No. BP-907(S)/Rec/OPA-5578 dated 14/08/2012 ("**Project/Property**").
- E. Subsequently HDFC Bank Ltd acquired the Project/Property under the provisions of the SARFAESI Act and sold the same to LLP by virtue of the sale certificate dated 29.03.2019.
- F. The building Plans of the said Project/Property have already been sanctioned in the name of Jaypee Greens a division of JAL vide GNIDA's letter dated 18.07.2023 bearing reference number 4493/2023/1493 and accordingly the Sub-Lessor is inter alia developing, marketing and selling the residential apartments in the Project/Property in the name and style of *TRECENTO RESIDENCES by Gauri*. The detailed layouts for the Project/Property, along with and Suncourt Tower-B, are meticulously delineated in Schedule \_\_\_\_;
- G. The LLP has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Lucknow on date \_\_\_\_\_ under registration no. \_\_\_\_\_;

H. The Sub-Lessee had applied for a residential unit within the *Project* (*also referred to as*) marked by application no. \_\_\_\_\_ and booking no. \_\_\_\_\_ dated \_\_\_\_\_. Based on the information provided by the Sub-Lessee in the application form for provisional allotment of a residential unit and upon the Sub-Lessee agreeing to abide by the standard terms and condition, the Sub-Lessee, vide the Agreement to Sub-Lease dated \_\_\_\_\_ was granted the Condominium no. \_\_\_\_\_ ("Condominium/Demised Premises"), encompassing a saleable area of ..... square meters (..... square feet) and a carpet area of ..... square meters (..... square feet) situated at the \_\_\_\_\_ floor of the Project/Property, complete with parking no. \_\_\_\_\_ within the \_\_\_\_\_, conforming to the provisions outlined in the relevant legal framework. The Sub-Lessee additionally holds a proportionate share in the common areas of the Project ("Common Areas"), as explicitly defined within clause (n) of Section 2 of the Act. The floor plan of the Condominium, its specifications, parking layout plan, and township layout plan are appended herewith, precisely marked as Schedule \_\_\_\_\_ and \_\_\_\_\_ respectively within this Deed.

(Note: In the Project, in every block 13<sup>th</sup> Floor exists but for nomenclature purpose, 13<sup>th</sup> Floor is named and marked as 14<sup>th</sup> Floor and same changes shall be there for subsequent floor.)

- I. The Sub-Lessor has filed the Declaration under Section-12 of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 with GNIDA and GNIDA has granted Occupancy Certificate of the Demised Premises vide its letter No. \_\_\_\_\_ dated \_\_\_\_\_.
- J. Accordingly, the Parties are now desirous of entering into this Sub-Lease Deed, which shall more particularly set forth their respective rights and obligations with clear agreement that the present Sub-Lease Deed will supersede the previous discussions, negotiations and Agreement to Sub-Lease/Allotment Letter and now onward the terms and conditions of this Sub-Lease Deed shall prevail between the parties, and the Parties have agreed to enter into this Sub-Lease Deed, subject to the terms and conditions as recorded herein.

**NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:**

**1. DEFINITIONS**

- 1.1 **Act:** Means the Real Estate (Regulation and Development) Act 2016.
- 1.2 **Authority:** means Uttar Pradesh Real Estate Regulation Authority.
- 1.3 **Government:** Means Government of Uttar Pradesh

1.4 **Rules:** means the rules for the state under the Real Estate (Regulation and Development) Act 2016.

1.5 **Regulations:** means the regulation made under the Real Estate (Regulation and Development) Act 2016.

1.6 **Section:** means section of the Real Estate (Regulation and Development) Act 2016.

1.7 **Project:** means the residential project as defined in the Recital D of this Deed.

1.8 **Saleable Area:** - means the carpet area of the said apartment and the entire area enclosed by its periphery walls including area under walls, columns, balconies and lofts etc. and half the area of common walls other premises/ apartments which form integral part of said apartment and common areas shall mean all such part/ areas in the entire said project which the Allottee(s) shall use the sharing with other occupant of the said project including entrance lobby, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors, and passages, staircases, staircase shafts, munties, services area including but not limited to the machine rooms, security/fire control rooms, maintenance offices/ stores etc., if provided.

1.9 **Carpet Area:** - means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

1.10 **Project Maintenance Charges:** -means the monthly charges payable by the Owner/Occupier of the Condominium to the LLP/nominated agency for maintaining various services like maintenance of security, cleaning of all the common area facilities inside the project.

1.11 **Township Maintenance Charges:** means monthly charges payable by the Owner/Occupier of the Condominium to the LLP/nominated agency for maintaining various services like maintenance of security, cleaning of all the common area facilities inside the township it shall be transferred to JAL or its nominated agency who is maintaining the same.

1.12 **Deemed Completion:** as envisaged U.P. Apartment (Promotion of Construction Ownership and Maintenance) Act 2010 means that in case the completion certificate/ Occupancy Certificate is not issued by the prescribed sanctioning authority within three months of submission of the application with all required NOC's, the same shall be qualified as deemed completion.

1.13 **Common Area Facilities:** Common area facilities means all the facilities which will be developed for the use of allottees of the Project and the Suncourt Tower-B.

## **2. TERMS AND CONDITIONS**

2.1 In consideration of the Sub-Lessee having duly remitted the sum of Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ only), the receipt of which is hereby acknowledged by the LLP, signifying the complete and conclusive consideration, the Sub-Lessor hereby effects the transfer and conveyance of the Condominium. This transfer is in strict alignment with the Condominium's/Unit's specific location, floor plan, specifications, parking layout plan, and township layout plan. These aforementioned details are annexed herewith and distinctly marked as Schedule \_\_, \_\_, and \_\_ within this Deed. Concurrently, this transfer includes the associated rights, easements, and appurtenances, contingent upon the Sub-Lessee's commitment to adhere to and fulfill the terms and conditions detailed herein.

2.2 The aforesaid consideration, inter alia, includes recovery of price of land, construction of [not only the Condominium but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric infrastructure, lift, water line and plumbing, finishing as per specifications, fire detection and fire fighting equipment in the Common Areas, etc. all as per the specification attached and includes cost for providing all other facilities, amenities and specifications to be provided within the Condominium and the Project along with the car parking slot as specified in the Schedule \_\_\_ of this Deed.

2.3 That the vacant physical possession of the Demised Premises and the Car Parking Slot(s) for use only has been given by the Sub-Lessor to the Sub-Lessee. This Sub-Lease Deed is in full and final settlement of all claims of all the Parties.

## **3. REPRESENTATIONS BY THE SUB-LESSOR:**

3.1 The Sub-Lessor/LLP has absolute, clear and marketable title with respect to the said Project land; the requisite rights to carry out development upon the said Project and absolute, actual, physical and legal possession of the said Project;

3.2 The LLP has the right to execute this Deed and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Sub-Lessee created herein, may prejudicially be affected;

3.3 The Sub-Lessee shall have exclusive ownership of the Condominium and is entitled to transfer and convey its right, title and interest in the Condominium and that the same is free from all encumbrances.

3.4 That the Sub-Lessee shall have the common interest in the common areas including 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 ("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 Condominium/Unit.

- 3.5 That the Sub-Lessor also sub- leases to the Sub-Lessee the proportionate, undivided, indivisible and impartible right and interest in the portion of land underneath the Project for the unexpired portion of \_\_\_\_\_ years, commencing from \_\_\_\_\_. The said interest in the portion of **Leased Land** shall not be alienable/ transferable separately and shall always remain attached to the Condominium/Unit.
- 3.6 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. REPRESENTATIONS BY THE SUB-LESSEE:**

- 4.1 The Sub-Lessee confirms and accepts that it 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 Project, 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 Project and the Condominium/Unit and has understood all the limitations and obligations thereof.
- 4.2 That the Sub-Lessee has all the necessary power, authority and capacity to bind himself/ herself to this Sub-Lease Deed, and to perform his/ her obligations herein.
- 4.3 The Sub-Lessee accepts and understands that the township has been sanctioned by GNIDA wherein land of various projects and purposes has been duly earmarked. The undivided interest in the common areas and facilities shall be confined up to the particular Project (as defined above). The up keeping and maintenance of the Project will be carried out by the LLP or its nominee. 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/ nominee 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. The Sub-Lessee shall be liable to pay maintenance charges where at present the rate of maintenance is Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) per square feet per month on saleable area (GST Additional), out of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) per square feet per month maintenance of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) per square feet per month shall be transferred to JAL or its nominated agency on account of township

maintenance charges. The said maintenance charges shall be escalated 10% every year and township maintenance also be escalated proportionately.

Note:- In future, if there is any increase in township maintenance charges by JAL or its nominated agency, then component of Township maintenance charges shall be revised accordingly in addition to revision of maintenance as per agreed terms.

- 4.4 The Sub-Lessee understands and accepts that the membership fee and the terms and conditions governing the utilization of any amenities within the Project will be determined as prescribed or decided by the LLP or its designated agency periodically. It is incumbent upon the Sub-Lessee to carefully adhere to all stipulated rules. It is expressly elucidated herein that the term "amenities within the Project" pertains exclusively to the amenities developed by the LLP specifically for the Project. The Sub-Lessee also understands that acquiring the condominium does not confer any entitlement to the amenities or facilities within the broader township.
- 4.5 The car parking allocated to the Sub-Lessee is for the exclusive use by the Sub-Lessee for parking his/ her car(s). The exclusive right to use the said parking slot neither gives any right of ownership nor gives any sub leasehold right to the Sub-Lessee on the land of the said parking slot. The right to use of the parking slot is inseparable right with the Condominium and the Sub-Lessee has no right to transfer/ sub- lease/ sell and/ or deal with the parking slot independent of the Condominium.
- 4.6 The Sub-Lessee shall diligently adhere to the provisions and stipulations of the lease deeds as specified in the Recital A of this Deed, in addition to complying with all pertinent laws applicable to the Condominium/Unit and the Project. This includes, but is not limited to, strict observance of all regulations, bye-laws, directives, and guidelines set forth by GNIDA and other pertinent authorities.
- 4.7 The Sub-Lessee acknowledges and comprehends that there exists no assurance of appreciation in the value of the allotted Condominium in the future. The Sub-Lessee acknowledges and agrees that the Condominium's/Unit's future valuation is subject to market dynamics and fluctuations in line with the market sentiment, without any definite commitment to future appreciation and any depreciation in the future value of the Condominium/Unit will not result in the LLP being held responsible.
- 4.8 That it shall be necessary to obtain a No Dues Certificate/NOC from the LLP in case of subsequent sub lease along with due incorporation of the particulars of the subsequent transferee(s) with the LLP, and the said NOC will be issued by the LLP upon payment of applicable administrative charges and transfer charges +taxes as applicable at that time, further in case any transfer charges are payable to GNIDA/JAL that will be paid directly by Sub-Lessee.
- 4.9 Certain services shall be commonly shared between Suncourt Tower A and the Suncourt Tower B. These services include landscaping, jogging track, gym, pool, club,

and other amenities situated in both open and covered areas. These facilities are designated exclusively for the use of residents of Suncourt Tower A and Suncourt Tower B. Furthermore, there are common services that extend to all the neighbouring and adjoining towers of the Project.

- 4.10 The taxes, dues, demands, charges, duties etc. if any, levied or leviable in respect of the Condominium/Unit by the Government and/ or other local authorities shall be payable by the Sub-Lessee with effect from the date of possession of the Condominium. The Sub-Lessor/ 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.
- 4.11 The Sub-Lessee shall not demolish or cause to be demolished any structure of the Condominium 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 Condominium in any manner whatsoever.
- 4.12 The Sub-Lessee shall not remove any walls of the Condominium including load bearing walls, and the common walls.
- 4.13 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/ 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 township Jaypee Greens in general, and in relation to 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 Condominium shall also abide by the said rules, guidelines etc. The Sub-Lessee also guarantees the preservation of symmetry and uniformity among all the residential condominiums/units and pledges not to undertake any structural or design alterations/ modifications to the external facets of the Condominium/Unit, including alterations in external lighting arrangements without obtaining prior written consent from the Sub-Lessor. Additionally, the Sub-Lessee shall allow access to balconies and/ or the flat by the Sub-Lessor or its authorized representatives for the purposes of conducting repairs or maintenance activities related to the building's facade, sewerage, drainage, electricity, and other relevant aspects.
- 4.14 That the Sub-Lessee acknowledge that the Sub-Lessor shall have the right to use the un-allotted parking slots forming part of the Project in any manner or transfer the same to any person on such terms and conditions as deemed fit by the Sub-Lessor and the Sub-Lessee shall not raise any objection or dispute in this regard.

4.15 That nothing herein shall be construed to provide the Sub-Lessee with the right to prevent Sub-Lessor from:

- constructing or continuing with the construction of the other building(s), estate homes/ villas/ town homes/ apartments or other structures in the area adjoining the Project in which the Condominium is situated;
- putting up additional constructions, residential, commercial or of any other kind at Jaypee Greens , Greater Noida;
- amending/ altering the Development Plans.

4.16 That in case of the Sub-Lessee allows the use and/ or occupation of the Condominium/Unit 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.

4.17 The Sub-Lessee shall pay any increase in the lease rent, farmer compensation etc. after the date of Sub Lease-Deed on prorata basis as applicable and demanded by the Sub-Lessor or GNIDA or Designated Maintenance Agency.

4.18 That the Sub-Lessee, prior to the execution of this Sub-Lease Deed, had applied to the Sub-Lessor for allotment of the Condominium 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 Project land and the Condominium.

4.19 The Sub-Lessee understands that JAL is the original and master developer of the township Jaypee Greens and the Demised Premises is located near, adjacent to or borders upon a golf course and further duly acknowledges that all construction, post-construction, and regular operational activities related to the golf course are exclusively overseen and managed by JAL and the Sub-Lessor holds no authority or involvement in this context. In light of this, the Sub-Lessee commits not to bring any complaints, representations, or issues pertaining to the golf course to the Sub-Lessor, as these matters fall beyond the scope of the Sub-Lessor's responsibility.

4.20 That 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 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, Greater 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, Greater 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.

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

## 5. INDEMNITY BY THE SUB-LESSEE:

- 5.1 That the Sub-Lessee undertakes to comply with all the covenants, representations, warranties and undertakings contained herein, and keep the Sub-Lessor, 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.
- 5.2 That the Sub-Lessee hereby further assures and undertakes to observe and perform all the terms and conditions contained herein including the terms and conditions of the Lease Deeds, and to keep the Sub-Lessor, 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 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 in connection with any such contravention or alleged contravention by the Sub-Lessee.
- 5.3 That in case of any breach/ default of the terms and conditions of this Sub-Lease Deed by the Sub-Lessee, the Sub-Lessor may, at its sole discretion, issue a written notice calling upon the Sub-Lessee to rectify the breach/ default within such period as may be prescribed under the said notice. The Sub-Lessee, immediately upon notice of such breach/ default, shall be under obligation to rectify/ remove the breach/ default within the said cure Period and inform the Sub-Lessor of such rectification or removal of

breach/ default by a written notice failing which the Sub-Lessee shall be liable for all consequences that may follow because of such breach/ default of the Sub-Lessee.

5.4 That in case the breach/ default of the terms and conditions of this Sub-Lease Deed is not cured or rectified by the Sub-Lessee within the stipulated period, the Sub-Lessor shall have the right to re-enter the Demised Premises after determining the Sub-Lease Deed. On re- entry of the Demised Premises, if it is occupied by any structure built unauthorisedly by the Sub-Lessee, the Sub-Lessor will remove the same at the expense and cost of the Sub-Lessee and may re- allot the Demised Premises to any person.

**6. MISCELLANEOUS:**

6.1 The Parties have gone through all the terms and conditions set out in this Sub-Lease Deed and understood the mutual rights and obligations detailed herein.

6.2 The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

6.3 The Sub-Lessee shall be 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.

6.4 The Sub-Lessee shall be bound by any condition/s hereafter imposed by GNIDA in relation to the Project and or the Condominium and shall comply the same as if such condition/s is/ are incorporated in this Sub-Lease Deed.

6.5 The Sub Lessee may, with the previous consent of the Greater Noida Industrial Development Authority (GNIDA), mortgage the Demised premised to any nationalised or RBI licensed bank or Government recognized financial institution for raising loan subject to such terms and Conditions as may be decided by the GNIDA at the time of granting the permission.

6.6 The Sub-Lessee is aware that in terms of the aforementioned lease deeds by GNIDA, the Sub-Lessee shall not sell, transfer or otherwise dispose of the Condominium at any time in future to any third party without obtaining a prior consent from the GNIDA. Any Transfer charges payable to GNIDA 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. All such sale, transfer or other disposal of the **Condominium** 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/ **Designated Maintenance Agency**, are paid for in full. Further, the **Proposed Transferee** shall be bound by the terms and conditions of the said **lease deeds** and those contained herein, and shall furnish an undertaking to that effect.

- 6.7 Save and except the standard terms and conditions as contained in the application form and 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.
- 6.8 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 Greater Noida, Gautam Budh Nagar (U.P) 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.
- 6.9 That if any provision or any part of the provision hereof is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.

**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**

**For and on behalf of Golf Lake LLP**  
**(Sub-Lessor/LLP)**

---

**Authorized Signatory**

**SIGNED AND DELIVERED**

**(Mr./Mrs. \_\_\_\_\_)**

**(Sub-Lessee)**

---

**WITNESSES:**

1.

2.

**NOTE: This document represents an initial draft of the Sub-Lease Deed. The final version of the Sub-Lease Deed will be prepared and finalized before the handover of possession.**

## **SCHEDULE OF PROPERTY**

ALL THAT Condominium Apartment No.\_\_\_\_\_ at \_\_\_\_ Floor in Tower No.\_\_\_\_ of Project Sun Court Type-IV "B6a (CT-4/Tower-A)" having a super area of \_\_\_\_ square meters (\_\_\_\_.00 square feet) or thereabouts and carpet area of \_\_\_\_ square meters (\_\_\_\_.00 square feet) at Sector-19 & 25 Surajpur-Kasna Road, Golf Course, Land-1, Greater Noida, Gautambudh Nagar (U.P.) as demarcated on the **Unit Location and Building Plan** and bound as under:

At or towards the EAST	:}
At or towards the WEST	:} As per <b>Unit Location and Building Plan</b> Annexed
At or towards the NORTH	:}
At or towards the SOUTH	:}

**ANNEXURE-I**  
**Unit Location and Building Plan**

**LOAN Details :-**