

# SPORTS CITY JAL-SDZ

## SLD format for apartment

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This format shall covers following projects:

Buddh Circuit Studios-I, Kassia-I, Kassia-II , III & Kove

**SUB LEASE DEED**

**Unit No: \_\_\_\_\_ in <Project Name> Project Situated at Jaypee Greens Sports City, SDZ, Sector- 25, YEIDA Area, District- Gautam Budh Nagar, (U.P)**

**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.)	:	N/A
Floor	:	.... Floor Wise Rebate : .....
Stamp duty Paid (Rs.)	:	..... ( Rounded off )
Car Parking	:	{... Covered Parking}
Power Backup	:	__ Security Guard: __
Community Center	:	__ Swimming Pool: __
Lift	:	__ Gym: __
Roof Rights	:	No

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

**\_\_\_\_, Part-\_\_ of Circle Rate list dated \_\_\_\_\_, which is mentioned on Page No-\_\_\_\_, Row No-\_\_\_\_. Software V-Code- \_\_\_\_\_.**

THIS **SUB-LEASE DEED** is made and entered on this \_\_\_\_ day of \_\_\_\_\_, **20**\_\_\_\_ at Greater Noida, District- Gautam Budh Nagar, Uttar Pradesh.

**BY AND AMONGST**

**JAIPRAKASH ASSOCIATES LIMITED (Successor-in-interest of Jaypee Sports International Limited) (having PAN-AACB1562A)**, 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 \_\_\_\_\_, S/o. \_\_\_\_\_, registered office at Sector- 128, Noida- 201304, U.P, duly authorized to execute this **Sub- Lease Deed** on behalf of the “**Sub-Lessor**” and to be presented before the Sub-Registrar, Greater Noida by \_\_\_\_\_, S/o. \_\_\_\_\_, registered office at Sector- 128, Noida- 201304, U.P, on behalf of the “**Sub-Lessor** ” being his power of attorney holder vide **Power of Attorney** dated \_\_\_\_\_, duly registered vide **Bahi No.\_\_\_\_, Jild No.\_\_\_\_, Pages \_\_\_\_\_, Document No.\_\_\_\_** with Sub- Registrar’s Office, Gautam Budh Nagar, U.P.

**AND**

Mr/Ms. \_\_\_\_\_, S/o, D/o, W/o. \_\_\_\_\_

R/o. \_\_\_\_\_

**Jointly with**

Mr/Ms. \_\_\_\_\_, S/o, D/o, W/o. \_\_\_\_\_

(hereinafter referred to as the “**Sub-Lessee**” 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) of the

**SECOND PART.**

The **Sub-Lessor** and the **Sub-Lessee** shall individually be referred to as the “**Party**” and collectively as the “**Parties**”.

## **WHEREAS**

The Government of Uttar Pradesh constituted the Taj Expressway Industrial Development Authority, vide GoUP Notification No. 697 / 77 – 04 – 2001 – 3 (N) / 2001 dated 24<sup>th</sup> April, 2001 (name changed to Yamuna Expressway Industrial Development Authority (hereinafter referred to as the “**YEA**”) vide GoUP Notification No. 1165 / 77 – 04 – 08 – 65N / 08 dated 11<sup>th</sup> July, 2008), under the U.P. Industrial Area Development Act 1976, presently having its principal office at 1<sup>st</sup> Floor, Commercial Complex, Block-P-2, Sector-Omega-1, Greater Noida, District Gautam Budh Nagar–201308, U.P.

**AND YEA** formulated a scheme to develop Mega Projects in Special Development Zones (hereinafter referred to as “**SDZs**”) along the Taj Expressway (renamed as Yamuna Expressway vide GoUP Notification No. 1165 / 77 – 04 – 08 – 65N / 08 dated 11<sup>th</sup> July, 2008) between Greater Noida and Agra and invited applications for allotment of **SDZs**.

**AND** JPSK Sports Private Limited (hereinafter referred to as “**JPSK**”) was incorporated under the Companies Act, 1956 on 20.10.2007 and applied to **YEA** for allotment of one **SDZ** admeasuring 1000 hectares for development of the area with sports as its core activity (hereinafter referred to as the “**Core Activity**”). **JPSK** subsequently changed its name to Jaypee Sports International Private Limited and then changed from Private Limited to Public Limited Company and a fresh Certificate of Incorporation in the name of

Jaypee Sports International Limited (**JSIL**) was issued by the Registrar of Companies of Uttar Pradesh and Uttarakhand on 28.07.2010.

**AND YEA** allotted a **SDZ** with an area of approximately 1000 hectare at Sector 25, Jaypee Greens Sports City SDZ, District Gautam Budh Nagar, U.P. (hereinafter referred to as the "**Leased Land**") to **JSIL** for development with Sports as core activity and granted lease of the **Leased Land** in various lots in favour of **JSIL** through various lease deeds, the details of which are provided in **Annexure- \_\_\_** attached hereto (hereinafter referred to as the "**Lease Deeds**") as per the terms and conditions specified therein, which inter-alia include use of minimum 35% of the **Leased Land** for **Core Activity** including roads and open spaces (hereinafter referred to as the "**Core Area**"), while, balance **Leased Land** (hereinafter referred to as the "**Non Core Area**") could be used for other specified activities (hereinafter referred to as the "**Non Core Activity**").

**AND JSIL** was granted an unfettered right to sub-lease the whole or any part of the **Non Core Area** (hereinafter referred to as the "**Subject Land**"), whether developed or undeveloped; by way of plots or constructed properties; or give on leave and license; or otherwise dispose of its interest in the **Subject Land** to any person in any manner whatsoever, without requiring any consent or approval of **YEA** or any other relevant authority.

**AND JSIL** has prepared land use plan, the layout plan and other relevant plans for the development of the **Leased Land** named as **Jaypee Greens Sports City** and submitted the same to **YEA** for requisite approvals which were duly approved by **YEA** .The said land use plan, layout plan and other plans as

approved by **YEA** or any revision thereof are hereinafter referred to as “**Development Plans**”.

**AND M/s. Jaypee Sports International Limited (JSIL)** amalgamated with **M/s. Jaiprakash Associates Limited (JAL)** in terms of the Scheme of Amalgamation as sanctioned by the Hon'ble High Court of Judicature at Allahabad vide order dated September 14, 2015 and consequent upon the said order and the said amalgamation scheme being filed with Registrar of Companies, Uttar Pradesh and Uttarakhand , the amalgamation has become effective on October 16,2015.

**AND** consequent to the said amalgamation all the rights and obligations of **JSIL** including the leasehold rights in the **Leased Land** granted vide the Lease Deeds to **JSIL** got merged in **JAL** and **JAL** now being the Lessee of the **Leased Land** is executing this **Sub Lease Deed** as the **Sub-Lessor**.

**AND** accordingly the **Sub-Lessor** is, inter alia, developing, marketing and selling residential apartments named and styled as <Project Name> **at Jaypee Greens Sports City** (hereinafter referred to as the “**said Sub-Project**”).

**YEA** has approved the Building Plans for the development of the **said Sub-Project** on the **Subject 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 an apartment vide provisional Allotment no./ Allotment no.

\_\_\_\_\_ dated \_\_\_\_\_ having a Super Area \_\_\_\_\_ Sq.Mtr. & 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 **YEA**.

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 **said 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/allotment of an apartment in the **said Sub-Project** and upon the **Sub-Lessee** agreeing to abide by the Standard Terms and Conditions appended to the application form 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 situated at Jaypee Greens Sports City, SDZ, Sector- 25, YEIDA Area, District- Gautam Budh Nagar, (U.P)** in the **Subject Land** as described in the Schedule of Property hereinafter written and Unit Location and Floor Plan attached as **Annexure-.....** (hereinafter referred to as the "**Demised Premises**") was provisionally allotted/allotted to the **Sub-Lessee** as per Provisional Allotment/Allotment Letter dated \_\_\_\_\_ read with all the amendments done from time to time.

**AND YEA** has issued Completion/Occupation Certificate for towers of <Project Name> Towers No.\_\_\_\_\_) constructed in a Group Housing Pocket

\_\_\_\_\_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 **YEA**, the vacant physical possession of the **Demised Premises** and the Car Parking Slot(s) for use only has been given by the **Sub-Lessor** to the **Sub-Lessee**.

**AND** pursuant to the execution of the said Standard Terms and the fulfillment of the conditions of payment of Consideration mentioned therein, **Jaypee Sports International Limited** as the **Sub-Lessor** has agreed to transfer its rights, title and interest in the **Demised Premises** to the **Sub – Lessee** and also to sub lease the proportionate, undivided, indivisible and impartible right and interest in the land underneath the said Tower in the said Sub-Project excluding the basement reserved for car parking and services for the unexpired portion of 90 years, commencing on 24.09.2009 being the date of the first lease deed of the **Lease Deeds**, to the **Sub-Lessee** and to execute this **Sub-Lease Deed** and the **Sub-Lessee** has agreed to acquire the same on the terms and conditions mentioned herein.

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

1. The **Sub-Lessee** having paid the Consideration of **Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)**, the receipt whereof the **Sub-Lessor** hereby acknowledge and admit, towards full and final Consideration, the Sub-Lessor hereby transfers and conveys the **Demised Premises**, as described hereinafter in the **Schedule of Property** and as per **Unit Location and Floor Plan** attached as **Annexure-.....**, together with the rights, easements and appurtenances on the **Sub-Lessee** agreeing to observe and perform the terms and conditions mentioned hereinafter.

The 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 transfers/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-.....**. 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, mummy, 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 24.09.2009 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/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 YEA 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 / 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 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/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** 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 un-allotted 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 **Sub-Lessor** 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** 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** 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**, at its sole discretion, or pursuant to the requirements of relevant authority.

- 5.5 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** is situated;
  - (ii) putting up additional constructions, residential, commercial or of any other kind at **Jaypee Greens Sports City; and**
  - (iii) amending / altering the **Development Plans**.
- 5.9 The **Sub-Lessee** shall, at his/her 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 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** 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** 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**, 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 it is occupied by any structure built un-authorisedly 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 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 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**. Any Transfer charges payable to **YEA** and any administrative or other charges, duty, taxes, levies payable to any concerned authority / body / agency/ **Sub-Lessor**, as the case may be, shall also be borne and paid by the **Sub-Lessee** alone.
- 7.7 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 **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 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.

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

#### **SCHEDULE OF PROPERTY**

ALL THAT Apartment No.\_\_\_\_\_ having a Carpet Area of \_\_\_\_\_Sq. Mtrs. & Super Area of \_\_\_\_\_ Sq. Mtrs. or thereabouts at <**Project Name**> constructed on a portion of **Subject Land** situated at **Jaypee Greens Sports City ,SDZ, Pocket No.\_\_\_\_\_ Sector -25, 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 **Unit Location & Floor Plan annexed.**

At or towards the NORTH;}

At or towards the SOUTH ;}

Annexure -.....: Details of Lease Deeds.

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

**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**

**Jaiprakash Associates Limited**

Authorized Signatory

**SIGNED AND DELIVERED BY**  
**the within named Sub-Lessee/**

**WITNESSES:**

1.

2.