

### SUB-LEASE DEED

Premises No : <Project Name> Apartment No. \_\_\_\_\_ at \_\_\_\_<sup>th</sup> Floor in Tower No.\_\_\_\_ i.e (Tower No.\_\_\_\_) of <Project Name> Project

Village/ City : situated at Land-\_\_ at Jaypee Greens, G-Block, Surajpur Kasna Road, Greater Noida-201306, Uttar Pradesh

Carpet Area : \_\_\_\_\_ Sq.Mtrs. ( \_\_\_\_\_ Sq.Ft.)

Super area : \_\_\_\_\_ Sq. Mtrs. ( \_\_\_\_\_ Sq. Ft.)

Sale Consideration : Rs.\_\_\_\_\_/-

Value as per Circle rate : Rs.\_\_\_\_\_/-

Stamp duty paid : Rs.\_\_\_\_\_ - (As per \_\_\_\_\_) (Rounded off)

THIS **SUB-LEASE DEED** is made and entered on this the    day of   , 2018 at **Greater Noida**, District- Gautam Budh Nagar, Uttar Pradesh.

#### **BY AND AMONGST**

**JAIPRAKASH ASSOCIATES LIMITED** (having PAN-AABCB1562A), a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956 (now the Companies Act, 2013) and **having its registered office at Sector-128, Noida-201304, (U.P)** (hereinafter also referred to as the "**Sub-Lessor**" or the "**First Party**"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors, and legal representatives, acting through its authorized Signatory

Mr.\_\_\_\_\_ **S/o.Mr.\_\_\_\_\_**, **registered office at Sector-128, Noida-201304, (U.P)**, duly authorized to execute this **Sub-Lease Deed** on behalf of the

"**Sub-Lessor**" and to be presented before the Sub- Registrar, Greater Noida by Mr.\_\_\_\_\_ **S/o. Mr.\_\_\_\_\_**, **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

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..... (hereinafter referred to as the "Sub-Lessee" or the "Second Party"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include his or her legal heirs, executors, successors and legal representatives.

The Sub-Lessor or the First Party and the Sub-Lessee or the Second Party shall individually be referred to as the respective "Party" and collectively as the "Parties".

**WHEREAS**

(i) The Sub-Lessor is seized and possessed of plots of land situated in G- Block Surajpur Kasna Road, Greater Noida measuring 222.42 acres, 215.38 acres and 14.4565 acres aggregating to 452.26 acres (hereinafter referred to as "Jaypee Greens") granted by the Greater Noida Industrial Development Authority (hereinafter referred to as the "GNIDA") on leasehold basis vide three separate Lease Deeds viz.,

- (a) Lease Deed dated June 8, 2000 in respect of 222.42 acres of land executed between **GNIDA** and Mussoorie Hotels Limited (now Jaiprakash Associates Limited) duly registered with the Sub-Registrar of Assurances, Gautam Budh Nagar in Book No.246 at pages 1019-1052 at Sl. No.2936-2937 on 08.06.2000;
- (b) Lease Deed dated May 18, 2001 in respect of 14.4565 acres of land executed between **GNIDA** and Jaypee Greens Limited (now Jaiprakash Associates Limited) duly registered with the Sub-

Registrar of Assurances, Gautam Budh Nagar in Book No.331 at pages 393-428 at Sl. No. 3178-3179 on 18.05.2001; and

(c) Lease Deed dated June 8, 2000 in respect of 215.38 acres of land executed between **GNIDA** and Mussoorie Hotels Limited (now Jaiprakash Associates Limited) duly registered with the Sub-Registrar of Assurances, Gautam Budh Nagar in Book No.246 at pages 1053-1086 at Sl. No.2938-2939 on 08.06.2000.

(hereinafter individually referred to as the "**Lease Deed**" and collectively referred to as the "**Lease Deeds**").

Land transferred through **Lease Deeds** as at (a) & (b) above is hereinafter referred to as "**Land-1**" and land transferred through **Lease Deed** at (c) above is hereinafter referred to as "**Land-2**". **Land-1** & **Land-2** together hereinafter referred to as "**Leased Land**".

(ii) And the **Sub-Lessor** is developing the **Leased Land** in an integrated manner as per respective plans of **Land-1** and **Land-2** approved by **GNIDA**, including interalia 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, electricity cable network etc and their connectivity to the individual properties.

(iii) And the **Sub-Lessor** is, interalia, developing various types of residential units in **Leased Land** as per the Layout Plans approved by Greater Noida Industrial Development Authority vide letter No. PLG/ (BP) 907 Rec- 439 dated 01.10.2008 as amended vide letter no. PLG/ (BP)- 907- (S)/ Rec/

OPA- 5578 dated 14.08.2012 for Land-1 and vide letter no. PLG/ (BP) 908 Rec- 403 dated 10.09.2008 as amended vide letter no. PLG (BP) BP- 908 (S)/ Rec/ OPA- 5571 dated 14.08.2012 for Land-2 (hereinafter referred to as "Development Plans").

- (iv) AND accordingly the Sub-Lessor is, interalia, developing, marketing and selling residential apartments named and styled as <Project Name> (hereinafter referred to as the "said Sub-Project").
- (v) Greater Noida Industrial Development Authority (GNIDA) has approved the Building Plans for the development of the said Sub Project on the Leased Land.
- (vi) 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 Leased Land on which the said residential 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**;
- (vii) 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 GNIDA.

(viii) In the meantime, all the provisions of Real Estate (Regulation and Development) Act including Section 3 has been notified by the Central Government.

(ix) 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.\_\_\_\_\_

(x) AND based on an application made by the Sub-Lessee for provisional allotment/allotment of a residential 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 as described in the Schedule of Property hereinafter written and Unit Location and Building Plan attached as Annexure-..... (hereinafter referred to as the "Demised Premises") as per Provisional Allotment/Allotment Letter dated \_\_\_\_\_ read with all the amendments done from time to time.

(xi) AND the GNIDA has granted Occupancy Certificate of the Demised Premises vide its letter No.\_\_\_\_\_

(xii) AND pursuant to the payment of Sale Consideration by the Sub-Lessee, the Sub-Lessor has agreed to transfer to the Sub-Lessee the rights, title and interest in the Demised Premises.

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 acknowledges and admits, towards full and final Consideration, the Sub-Lessor hereby transfers and conveys to the Sub-Lessee the Demised Premises, as described hereinafter in the Schedule of Property and as per Unit Location and Building 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 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. 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. 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. SUB-LESSOR COVENANTS WITH THE SUB-LESSEE AS UNDER:

- 3.1 That 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 That the **Demised Premises** comprises of the structure constructed as per the **Unit Location and Building Plan** attached hereto as **Annexure-I**. 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 50% area of exclusive open- to- sky terraces, if any; and inclusive of the proportionate share of the **Common Areas** (hereinafter referred to as the "**Super Area**") in this **Sub-Lease Deed**.
- 3.3 That the **Sub-Lessee** shall have the common interest in the area under the common staircases, circulation areas, common walls, shafts, lifts, corridors, lobbies, stills, electric sub- stations, meter rooms, passages, canopies, refuge areas, munity, 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 That the Sub-Lessor also sub- leases to the Sub-Lessee the proportionate, undivided, indivisible and imparible right and interest in the portion of land underneath the said Sub-Project for the unexpired portion of 94 years, commencing from 08.06.2000. 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 That the Sub-Lessor has already paid the premium amount and the lease rent for the Leased Land at the prevailing rate to GNIDA 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 That 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 That 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 **GNIDA** and other relevant authorities.
- 4.3 That 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/ GNIDA/ Designated Maintenance Agency**.
- 4.4 That 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 That 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 That the **Sub-Lessee** shall not remove any walls of the **Demised Premises** including load bearing walls, and the common walls.

4.7 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 **Jaypee Greens, Greater 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 That the **Sub-Lessee** acknowledge 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 That 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 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 Premises**, which the **Sub-Lessee** considers relevant and has satisfied himself/ herself about the right, title and capacity of the **Sub-Lessor** to deal with the **Demised Premises** and

the Leased Land and has understood all the limitations and obligations thereof.

- 5.3 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.
- 5.4 That 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**, members of the club or other persons permitted to enjoy the facilities at **Jaypee Greens, Greater Noida**.
- 5.5 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.

- 5.6 That 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 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 variations, deletion, additions, alterations made either by the **Sub-Lessor** at its sole discretion, or pursuant to requirements of relevant authority.
- 5.8 That 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 , Greater Noida**;
  - (iii) amending/ altering the **Development Plans**.
- 5.9 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.

5.10 That 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 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.

## 6. INDEMNITY BY THE SUB-LESSEE:

6.1 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.

6.2 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**.

6.3 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**.

6.4 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.

## 7. MISCELLANEOUS:

- 7.1 That 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 That the **Sub-Lessee** shall be bound by any condition/s hereafter imposed by GNIDA 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 The **Sub Lessee** may, with the previous consent of **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.
- 7.4 That 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.

- 7.5 That 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)**.
- 7.6 That 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** to the **Sub-Lessee**. In case of joint **Sub-Lessee(s)**, all such notices and communications shall be jointly signed by all the **Sub-Lessee(s)**.
- 7.7 That 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 **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.
- 7.8 That 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/

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 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.
- 7.11 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.
- 7.12 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.

### SCHEDULE OF PROPERTY

ALL THAT Apartment No. \_\_\_\_\_ in the said Sub-Project at \_\_\_\_\_<sup>th</sup> Floor in the said Tower having a Carpet Area of \_\_\_\_\_ Sq. Mtrs. ( \_\_\_\_\_ Sq.Ft.), Super Area of \_\_\_\_\_ Sq. Mtrs. ( \_\_\_\_\_ Sq. Ft.) or thereabouts and Covered Area of \_\_\_\_\_ Sq. Mtrs. ( \_\_\_\_\_ Sq. Ft.) or thereabouts constructed on the Leased Land known as Jaypee Greens at G- Block, Surajpur Kasna Road, Greater Noida-201306, (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 Unit Location and Building Plan Annexed
At or towards the NORTH	{} }
At or towards the SOUTH	{} }

Annexure- \_\_\_\_\_: Unit Location and Building Plan

IN WITNESS WHEREOF, the Parties hereto have executed this Sub-Lease Deed on the day, month and year first herein above written in the presence of following witnesses:

SIGNED AND DELIVERED BY  
the within named Sub-Lessor/ First Party  
(Jaiprakash Associates Limited)

Authorized Signatory

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

(.....)

WITNESSES:

1.

2.