



Party" 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- First, Noida, (U.P.), of the FIRST PART

**AND**

**Page 3 Buildtech Private Limited**, (CIN no. \_\_\_\_\_) a company incorporated and validly existing under the provisions of the Companies Act, 2013, having its registered office at A-52, Basement, Nirman Vihar, Near Metro station, East Delhi- 110092 (**PAN- AAJCP2758C**) hereinafter referred to as the "**Promoter**" OR **SECOND PARTY** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns), of the **SECOND PART**

**AND**

**[If the Allottee(s) is a company]**

\_\_\_\_\_, (CIN No. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **THIRD PART**

**OR**

**[If the Allottee(s) is a Partnership Firm]**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008, as the case may be], having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

**[OR]**

**[If the Allottee(s) is an individual]**

\_\_\_\_\_, (Aadhar No. \_\_\_\_\_) son/daughter/Wife of \_\_\_\_\_, aged about \_\_\_\_\_, residing \_\_\_\_\_ (PAN \_\_\_\_\_) hereinafter called the "Allottee" (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 assigns).

**[OR]**

**[If the Allottee(s) is a HUF]**

Mr. \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business/residence at \_\_\_\_\_, PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

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

**WHEREAS**

The Government of U.P. constituted the Taj Expressway Industrial Development Authority, vide GOUP Notification No. 697 / 77 - 04 - 2001 - 3 (N) / 2001 dated 24.04.2001 (renamed as the Yamuna Expressway, Industrial Development Authority vide GOUP Notification No. 1165 / 77 - 04 - 08 - 65N/ 08 dated 11.07.2008) under the U.P. Industrial Area Development Act 1976, presently having its principal office at 1st Floor, Commercial Complex, Block-P-2, Sector Omega-1, Greater Noida, District Gautam Budh Nagar-201308, U.P. (hereinafter referred to as "YEA") for anchoring development of Taj Expressway (renamed as the Yamuna Expressway vide GOUP Notification No. 1165/77-04-08-65N/08 dated 11.07.2008) Project which, inter alia, includes construction of six-lane, 160 km long Yamuna Expressway with service roads and associated facilities connecting Noida and Agra (hereinafter referred to as the "**Expressway**").

**AND** by an agreement dated 07.02.2003, (hereinafter referred to as the **Concession Agreement**) between Taj Expressway Industrial Development Authority, and Jaiprakash Industries Limited (which was merged with Jaypee Cements Ltd. whose name was subsequently changed to Jaiprakash Associates Ltd. (JAL)}. Jaiprakash Industries Limited was granted concession for arrangement of finances, design, engineering, construction and operation of the **Expressway**, and to collect and retain toll from the vehicles using the **Expressway** during the term of the **Concession Period**, which is 36 (thirty six) years commencing from the date of commercial operation of the Expressway plus any extensions thereto, in accordance with the **Concession Agreement**.

**AND** in terms of Clause 18.1 of the **Concession Agreement** and the directives of YEA, JAL (the then Concessionaire), incorporated a Special Purpose Vehicle, namely **Jaypee Infratech Limited** for the implementation of the **Expressway** project. All the rights and obligations of **JAL** under the **Concession Agreement** were transferred to **Jaypee Infratech Limited** by an Assignment Agreement dated 19.10.2007 duly executed by and amongst YEA, **Jaypee Infratech Limited** and **JAL** followed by Project Transfer Agreement dated 22.10.2007 executed between **JAL** and **Jaypee Infratech Limited** and therefore Jaypee Infratech Limited is now the concessionaire.

**AND** in terms of the **Concession Agreement**, YEA agreed to transfer on lease to **Jaypee Infratech Limited** 25 (twenty five) million square meters of land for commercial, amusement, industrial, institutional and residential development at five or more locations alongside the **Expressway**, including 5 (five) million square meters of land at Noida/Greater Noida.

**AND YEA**, in part discharge of its obligations under the **Concession Agreement** for transfer of 5 (five) million square meters of land for development at Noida/Greater Noida, transferred on lease for a period of 90 years, -----of land in Sectors ----- at Noida to **Jaypee Infratech Limited** through various lease deeds , the details of which are provided in **Annexure – I**

attached hereto (hereinafter referred to as the "**Lease Deeds**") as per the terms and conditions specified therein, and additional ----- land for development in aforesaid sectors in Noida is in the process of being transferred by YEA to **Jaypee Infratech Limited** resulting in total land of ---- ----- (hereinafter referred to as the "**Leased Land**").

**AND Jaypee Infratech Limited** has right to sub-lease the whole or any part of the **Leased Land**, whether developed or undeveloped; by way of plots or constructed properties or otherwise dispose of its interest in the **Leased Land** to any person in any manner.

**AND Jaypee Infratech Limited** had prepared land use plan, layout plan and other plans for the development of----- of **Leased Land** which were approved by Yamuna Expressway Industrial Development Authority, (hereinafter referred to as the "YEIDA") in the year 2011. The said land use plan, layout plan and other plans were revised for an area ----- (hereinafter referred to as the "**Subject Land**"). The said revised plans have also been approved by **NOIDA**. The said land use plan, layout plan and other plans as approved by **YEIDA** or any revision thereof are hereinafter referred to as "**Development Plans**".

**AND Jaypee Infratech Limited** has been granted an unfettered right to transfer the whole or any part of the Leased Land, whether developed or undeveloped, by way of plots or constructed properties, or otherwise dispose of its interest in the said land or any part thereof to any person in any manner whatsoever, without requiring any consent or approval of YEIDA or any other authority.

**AND** In pursuance thereof, **Jaypee Infratech Limited** agreed to assign the development rights on the piece of land being pocket no. B-56, having area of 4028 sq. mtrs. (hereinafter referred to as "**Subject Land**") in favour of the second party vide assignment agreement dated 07.05.2018 for the construction and development of a group housing project on the Subject Land.

**AND** the Second party has subsequently assigned the construction and development rights of the Subject Plot to the Developer herein vide Agreement dated \_\_\_\_\_, for a consideration and on the terms as agreed and encapsulated therein. The Developer is in the process of constructing and developing the group housing project by the name and style of "**Page 3**" (hereinafter "**the Project**") on the subject land in terms of the said agreement.

**AND** The second party has obtained requisite permission the development of residential units on the project land from the concerned authorities and the unit(s) sold to the allottee herein shall, as such, be only used for residential usage as an apartment and the unsold units may sold by the promoter for residential purposes as per the lease deed.

**AND** the second party has obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the Project and also for the apartment or building, as the case may be, from the relevant and competent authorities. The map/ site plan of the Project has been approved by the competent authority vide approval letter dated \_\_\_\_\_.

**AND** The second party has obtained requisite permission the development of residential units on the project land from the concerned authorities and the unit(s) sold to the allottee herein shall, as such, be only used for residential usage as an apartment and the unsold units may be sold by the promoter for residential purposes as per the lease deed.

The Second Party has constructed dwelling units on the terms and conditions laid down in the said Lease Deed and the complex is called "**Page 3**". The Second Party has obtained completion certificate from the competent authority for the project.

**AND** under the terms of said Lease Deed the Second Party can allot to its registrants a dwelling unit being no. \_\_\_\_ in tower \_\_\_\_ in the project Page Three , including undivided share in land, common areas and facilities appurtenant to the dwelling units on such terms as decided by the Second Party.

**AND** the third party / sub-lessee had applied for allotment of a dwelling unit and on the faith of the statements and representations made by third party / sub-lessee at various stages, the Second Party has allotted and received consideration mentioned herein and delivered possession of the dwelling unit bearing No. \_\_\_\_\_ on \_\_\_\_\_ **Floor** of the aforesaid Complex to the third party / sub-lessee with the **consideration** which has already been paid. The Third Party will also observe covenants, terms and conditions, as laid down in the previously mentioned **lease deed** between the First Party and the Second Party and on the terms and conditions hereunder.

**AND** The Third Party / Sub-Lessee has carried out the inspection of the Building plans of the said dwelling unit, and has satisfied himself / herself / themselves as to the soundness of construction thereof and conditions and descriptions of all fixtures and fittings installed and / or provided therein and also the common amenities and passages, appurtenant to the said dwelling unit and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said complex.

**AND** pursuant to the execution of the said Standard Terms and the fulfilment of the conditions of payment of Consideration mentioned therein, **Jaypee Infratech Limited** as the **Sub-Lessor** has agreed to transfer the rights, title and interest in the **Demised Premises** to the **Third party** and also to Sub-Lease the proportionate, undivided, indivisible and impartible right and interest in the land underneath the \_\_\_\_\_ Tower No. \_\_\_\_\_ excluding the basement reserved for car parking and services for the unexpired portion of 90 years, commencing on 28.02.2003 being the date of the first **lease deed** of the **Lease Deeds**, to the **Sub-Lessee** and to execute this **Sub-Lease Deed** and the **Sub Lessee** has agreed to acquire the same on the terms and conditions mentioned herein.

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

1. That having received from the Sub-Lessee the Consideration of Rs. ----- the receipt whereof the **Sub-Lessor** and the **Second Party** hereby acknowledge and admit, 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 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, *inter alia*, includes charges for Preferential Location, if any charges towards common use of Internal Development & Electric Substation etc. and 02 Car Parking Slot (s), as communicated to the **Sub Lessee** along with the Offer of Possession, has/have been reserved in the Basement of the Kalypso Court for exclusive use by the **Sub Lessee** for parking his/her Car(s). The exclusive right to use the said Car Parking Slot(s) neither gives any right of ownership nor gives any sub leasehold right to the Sub-Lessee on the land of the said Car Parking Slot(s). The right to use of the said Car Parking Slot(s) is inseparable right with the **Demised Premises** and the **Sub Lessee** has no right to transfer/sub-lease/sell and/or deal with the Parking Slot(s) independent of the **Demised Premises**.
2. 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**.

### **3. SUB-LESSOR, CONVENTIONS WITH SUB-LESSEE AS UNDER:**

- 3.1 **That the Sub-Lessor/JIL 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 Floor Plan attached hereto as Annexure - II. The area of the Demised**

**Premises** including its covered area, area under 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 is ----- (hereinafter referred to as the "Super Area").

3.3 That the **Sub-Lessee/Third party** 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, muntys, 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 impartible right and interest in the portion of land underneath \_\_\_\_\_ Tower No. \_\_\_\_\_ for the unexpired portion of 90 years, commencing on 28.02.2003 being the date of the first lease deed of the **Leased 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 That the FAR mentioned in the Completion/Occupation Certificate dated. \_\_\_\_\_ issued by **YEIDA** is the maximum permissible FAR for the \_\_\_\_\_ Tower No. \_\_\_\_\_ 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 **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 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 / Second Party 1** 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 **NOIDA** 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 / Second Party / YEA 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 Second Party / 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/Second Party/Designated Maintenance Agency** from time to time for maintaining the standard of living, facade of buildings, security, ambience, outlook, safety etc., in relation to the **Jaypee Greens Wish Town, Noida** in general, and in relation to \_\_\_\_\_ 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 \_\_\_\_\_ 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-LESSE

5.1 That the **Sub-Lessee**, prior to the execution of this Sub Lease Deed, had applied to the Second Party 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** and the **Second Party** to deal with the **Demised Premises** and the Subject 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 neighbourhood. The Sub-lessee shall not object to and shall not interfere, in any way, with the establishment, construction, development, renovation and/ or operation of the golfing facility and or residential, commercial, institutional, recreational and other developments/ activities as may, from time to time, be undertaken by the **Sub-Lessor** or **Second Party**, members of the club or other persons permitted to enjoy the facilities at **Jaypee Greens Wish Town, 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 or Second Party and / or any of their employees, representatives, agents, etc. and/ or any member(s)/ player (s) of the golf club etc. responsible for any damage and / or injury, of whatsoever nature, which may be caused by a flying golf ball or otherwise to him/her and/ or to his/her property and/ or to the person and / or property of his/her co-inhabitant (s) and / or any of his/her guest (s) at **Jaypee Greens Wish Town, Noida**. That the Sub Lessee undertakes to indemnify and keep the **Sub-Lessor**, its employees, representatives, agents, etc. and / or the members / players of at **Jaypee Greens Wish Town, Noida** indemnified against any action whatsoever which may be brought against them by **Sub-Lessee's** co-inhabitant (s) and/ or his/her guest (s) and / or the guest (s) of his/her co-

inhabitant (s) for any loss, damage or injury which may be suffered by them to their person or to their property, due to such flying golf ball (s) or otherwise.

5.6 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 Wish Town, 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** or **Second Party** may reasonably require for safeguarding the interest of the **Sub-Lessee** and / or the **Sub-Lessor** or the **Second Party**; as the case may be.

## 6. INDEMNITY BY SUB-LESSE

- 6.1 That the **Sub-Lessee** undertakes to comply with all the covenants, representations, warranties and undertakings contained herein, and keep the **Sub-Lessor / Second Party**, their employees, representatives, agents etc. harmless and indemnified against all claims, actions, suits, proceedings as may be brought by the **Sub-Lessee** or 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 **Lease Deeds**, and to keep the **Sub-Lessor / Second Party**, 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 Second Party** or any of their representatives are made a party to, or otherwise incurs any loss or damage pursuant to any action, suit, claim or proceedings arising out of or relating to such conduct

- iii. any action undertaken by the **Sub-Lessee**, or any failure by the **Sub Lessee** to act when such action or failure to act is a breach of the terms and conditions herein
- iv. any action or proceedings taken against the **Sub-Lessor** or **Second Party** 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 YEA in relation to the **Demised Premises** and shall comply the Sesame as if such condition/s is/are incorporated in this **Sub Lease Deed**.
- 7.3 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.
- 7.4 That in the event there are joint **Sub-Lessee**s, 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-Lessee**s and no separate communication shall be necessary to the other named **Sub Lessee** (s).
- 7.5 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**.
- 7.6 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 **YEA/NOIDA**. Any Transfer charges payable to **YEA/NOIDA** and any administrative or other charges, duty, taxes, levies payable to any concerned authority / **body / agency/ Sub-Lessor**, as the case may be, shall also be borne and paid by the Sub-Lessee alone.
- 7.7 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/or to the **Second Party/Designated Maintenance Agency**, are paid for in full. No administrative charges shall, however, be payable in the case of succession of the **Demised Premises** to the legal heirs of the **Sub-Lessee**. Further, the **Proposed Transferee** shall be bound by the terms and conditions of the **Lease Deeds** and those contained herein, and shall furnish an undertaking to that effect.

7.8 Save and except the Standard Terms and Conditions as contained in the Application Form, this **Sub-Lease Deed** supersedes and overrides all understanding and agreements whether oral or written, between the parties. Provided that in the event of inconsistency between the Standard Terms and Conditions and this **Sub-Lease Deed**, the provisions of this **Sub Lease Deed** shall prevail.

7.9 This **Sub-Lease Deed** shall be construed and interpreted in accordance with and governed by the laws of Union of India. The local Courts of Gautam Budh Nagar (UP) and Hon'ble High Court of Judicature at Allahabad shall have exclusive jurisdiction over all matters arising out of or relating to this **Sub-Lease Deed**.

7.10 The **Sub-Lessee** shall ensure that all obligations, liabilities and responsibilities devolving upon the **Sub-Lessee** under this **Sub-Lease Deed** shall be complied with by the subsequent sub-lessees in respect of the Demised Premises and the **Sub-Lessee** shall bring all obligations, liabilities and responsibilities to the notice of such subsequent sub-lessees of the **Demised Premises** who will subsequently be bound by the terms of this **Sub-Lease Deed**.

7.11 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.

7.12 The **Sub-Lessor** has filed the Declaration under Section 12 of the **Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010** with NOIDA and the true copy of the said Declaration related to the **Demised Premises** is attached as **Annexure- III**.

8. That **Jaypee Infratech Limited** assigned the development rights on the piece of land being pocket no. B-56, having area of 4028 sq. mtrs. (hereinafter referred to as "**Subject Land**") in favour of the second party vide assignment agreement dated 07.05.2018 for the construction and development of a group housing project on the Subject Land on the following terms:

8.1 That the land in question is a leasehold land and YEIDA (Lessor) shall always have the first charge on the said land.

8.2 The vacant and peaceful possession of the said Dwelling Unit has been handed over to the Allottee. The JIL has received proportionate one time Lease Rent of the Said Plot from the Developer. As part of the payment plan, which forms part of the builder buyer agreement entered into between the allottee and the developer, the the Allottee has paid the same to the developer. In case of any future Government demand in that regard, the same shall be dealt with and paid by allottee to the developer on pro-rata basis.

8.3 That the Allottee without any rebate or deduction whatsoever shall pay to the Developer any and all other taxes, charges, levies and impositions, payable for the time being by the allottee in relation to the proportionate share, in terms of the Lease Deed or otherwise.

8.4 That the Allottee shall pay annual rents, prevailing taxes, charges, levies and impositions payable for the time being by the Lessee as occupier of the said Dwelling Unit, as and when, the same becomes due or payable. In addition, thereto, the Allottee shall pay to the developer/ nominee of the developer all other liabilities, charges for repairs, maintenance and replacement etc., as per Maintenance Agreement executed between the Developer and nominee of Developer, as the case may be.

8.5 The Allottee(s) agrees and accepts that he/she shall be responsible to pay requisite charges relating to the maintenance or all other society charges, which includes power back-up, club, taxes etc. All the works relating to the maintenance may be assigned to any company/agency by the Lessee.

8.6 That the usable rights of \_\_\_\_\_ dependent car parking space in the parking bay for the Allottee is made available inside the Project and the Allottee agrees that car parking shall always be treated as integral part of the said Dwelling Unit and the same shall not have any independent legal entity detached from the said Dwelling Unit. The Allottee has been explained that the said dependant car parking shall be used by the Allottee as per terms and conditions of the Maintenance Agreement executed between the parties separately.

8.7 That for the computation purpose, the said Dwelling Unit area means and includes the built up covered area of the said Dwelling Unit – comprising of carpet area of said Dwelling Unit, area under walls, half area under partition walls, full areas of balconies(s), cupboard(s), spaces, projections, service shaft(s), service shaft(s), terrace(s), garden(s), if any, attached to the said Dwelling Unit -- plus proportionate share of all the common areas such as -foundations, columns, girders, beams, supports, main walls, roof, halls, corridors, lobbies, stairways, fire-escapes and entrances and exits of the building; -basements, cellars, wards, parks, gardens, community centres and parking areas of common use except covered parking. -The premises for the lodging of janitors or persons employed for the management of the property;-Installations of central services, such as, power, light, gas, hot and cold water heating, refrigeration air conditioning, incinerating and sewerage; the elevators, tanks, pumps, motors, fans, cable pipe little (TV, gas electricity etc.) run water harvesting system, compressors, ducts and in general all apparatus and installations existing for common use;-such other community and commercial facilities as may be specified in the bye-laws, and-all other parts of the property necessary or convenient to its existences, maintenance and safety, or normally in common use; The Allottee shall get exclusive possession of the built-up covered area of said Dwelling Unit and is being transferred the title of the same along with undivided, impartible, unidentified title to the portion of the land in the Housing Complex in proportion to the dwelling unit area of the said/Dwelling Unit to the total constructed FAR area in the Project through this Sub Lease Deed. The Allottee shall have all the right, interest, or title jointly in the remaining part of the Project comprising of all common areas and facilities such as specified above including the right of ingress and egress in common areas, which shall remain the joint property of all the Sub Lessee(s) in the proportionate ratio of dwelling unit area owned out of total F.A.R. The right of usage of the common facilities is subject to the covenants herein and up to date payments of all dues.

8.8 That the Developer and the Allottee shall, at all times duly perform and observe all the covenants and conditions, which are contained in the said Lease Deed executed between the Lessor and the Lessee and observe the same as applicable and relating to the land and the said Dwelling Unit being Leased under these present.

8.9 That any transfer, sale, assignment or otherwise parting with the possession of the said Dwelling Unit by the Allottee, will attract payment of then prevailing transfer charges, and No Objection Certificate (NOC) from the Lessee, in addition to whatsoever other amount as payable to the Lessor. The decision of the Lessor/Lessee in respect of the transfer charges and permission for transfer will be final and binding upon the Allottee.

8.10 That the Allottee shall not mortgage the said Dwelling Unit for securing any loan at any stage except with the prior written permission of the Lessor, which shall be obtained, or given by the Lessor, as per terms of this Sub Lease Deed and the parent Lease Deed executed between Yamuna Expressway Industrial Development Authority & Lessee. The Allottee shall also obtain appropriate 'NOC' from the Lessee/Lessor in that regard.

8.11 In case, the Allottee has obtained loan from any Bank/Financial Institution on the said Dwelling Unit, the Developer hereby undertakes to pay the dues of such Bank/Financial Institution in exclusion to the Lessee herein.

8.12 That notwithstanding the restrictions, limitations and conditions mentioned herein above, the Allottee shall be entitled to create tenancy of the whole of the said Dwelling Unit for the purposes of the private residential dwelling only.

8.13 That wherever the title of the Allottee in the said Dwelling Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained herein or contained in the parent Lease Deed executed between the Lessor and the Lessee and such transferee shall be responsible and liable answerable in all respects thereof, in so far as, the same may be applicable and relate to the said proportionate land or the said Dwelling Unit.

8.14 That in the event of death of the Allottee, the person on whom the title of the deceased devolves, shall within three months of such devolution, give notice of such devolution to the Lessor and the Lessee. The stake holders/successors/legal heirs of the Sub Lessee shall be liable to execute necessary documents for transfer of the said Dwelling Unit on payment of fees in the records of Lessor and Lessee.

8.15 That the Developer shall in terms of the lease, at all times, pay directly to the Lessor, all Government dues or any other dues of authority, local bodies existing or to exist in future including but not limited to all rates, taxes charges and assessments leviable by whatever name, in respect of the Said Plot or the said Dwelling unit, which are now or may at any time hereafter or during the continuance of this Deed be assessed, charged or becomes due or imposed upon the dwelling unit hereby transferred to the Allottee or its tenant/occupant in respect thereof.

8.16 That in case of imposition of any additional tax/ levies/ transfer charges or any other charges payable in accordance with any order passed by any central/ state authority/ court of law on the land in question, and the same shall be payable by the Allottee.

8.17 That any new policy/ arrangement pertaining to Special Development Zone (SDZ), Sector-25 implemented by the Lessor shall be binding upon the parties herein.

8.18 That the Lessee/Developer shall in all respect comply with and remain bound by law, Rules concerning building, drainage, and other by-laws of the YEIDA or other competent Authorities for the time being in force or whenever becomes applicable in future. Alongwith abovesaid, all the terms & conditions of the brochures of Scheme, allotment, building bylaws and amended from time to time shall be binding upon Developer and the Allottee.

8.19 That the Lessee/Developer shall not without the sanction and permission of the Lessor in writing, erect any building or make any alteration or otherwise subdivide or amalgamate the above said transferred/ Sub-Leased Dwelling unit. There shall be no temporary or permanent coverage of balcony or common areas, passages, space etc. In case of breach of this covenant, the developer shall be solely responsible and liable for penal and other legal consequences.

8.20 That the Allottee will use the said Dwelling unit exclusively for residential purpose and for no other purposes. Under no circumstances, the Allottee shall contravene the safety provisions while using/occupying the above said Dwelling Unit. In violation, the Allottee shall be solely responsible and liable for the consequences as per the law.

8.21 That the Allottee shall not in any manner whatsoever encroach upon the common land/ areas, and facilities and services not handed over to him/her under these presents. All unauthorized constructions/encroachments made shall be removed at the cost of the Allottee and the Allottee shall be liable for legal consequences.

8.22 That the Allottee of Ground Floor dwelling unit in the Project will be entitled to the use of the seating area earmarked for such flats, for the limited purpose of keeping the same as green. No construction, either temporary or permanent is permitted other than pool and landscape features on such seating areas. The right of Allottee shall however be subject to provisions of Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 with all subsequent amendments.

8.23 That the Allottee of Top Floor dwelling unit shall not have any exclusive rights of use of the terrace above the dwelling unit. However, all the Allottee of the Project shall have right to use the terrace at reasonable time for maintenance/upkeep of water tanks, fixing of T.V. antennas or any other legally permitted purposes on the terrace subject to observance of safety norms. The terrace shall also be available to the occupants of the building/tower in times of emergencies, like fire, and in case of all other emergencies. No unauthorised construction, temporary or permanent, is permitted by Allottee in the Project or terrace or in allotted flat or any part thereof. The right of Allottee shall however be subject to provisions of all applicable Laws, bye Laws and rules etc. The Allottee has agreed that solar installations with steel structures for sustainable environment will not be objected by Allottee and the Lessee will have sole right to install solar panels on the roof top and utilize the energy as deems fit.

8.24 That the Lessee/Developer shall on the expiry of the lease of the Said Plot/land, peacefully hand over the said Plot/ land unto the Lessor after removing the superstructure, within the stipulated period. The share in the undivided proportionate land hereby sub leased, shall always remain un-divisible and unidentified. Similarly the Allottee shall have the right of usage of common areas and will not have any independent right of possession of the same.

8.25 The Developer shall insure the premises comprehensively either singly or collectively with other Allottees/sub lessees and keep the insurance alive/updated at all times. The Developer further declares that except the said Dwelling Unit Sub- Leased/ transferred to Allottee under these present shall not be entitled to use any other areas, especially the unsold areas/ apartments/flats, Said Plot of the Lessee in the abovesaid Project. The commercial units/area in the Project is the facility for convenience services to the residents as an independent area of the Project, as well as, for outsiders and the Sub-Lessee has no objections for the same.

8.26 That the Lessee/Allottee and all other persons claiming under him/her shall ensure that the said Dwelling Unit is kept in good shape and repairs and he/ she shall ensure that no substantial material damages are caused to the said Dwelling Unit or to the sanitary works therein.

8.27 That the terms and conditions of the Parent Lease deed, Allotment Agreement, Maintenance Agreement, or any other relevant documents executed between Lessee and Developer shall be binding on the Parties after the execution of this Sub-Lease deed.

8.28 That under no circumstances the Allottee shall harm or cause to be harm any damage to the peripheral walls, front, side and rear elevations of the said Dwelling Unit in any manner. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the door and windows and shall also not carry out any change in the exterior elevation/balcony designs etc. shall not erect any fencing/hedging/grills without prior permission of the Lessee or nominated Association/Company maintaining the Project.

8.29 That in case of any breach of the terms and conditions of this Deed by the Allottee, the Developer will have the right to re-enter the said Dwelling Unit after determining the Sub Lease. On re-entry to the said dwelling unit, if it is occupied by any structure built in an un-authorized manner, by the Allottee, the Developer will remove the same at the expenses and cost of the Allottee. At the time of re-entry of the said Dwelling unit, the Developer may re-allot the same to any other person.

8.30 That if the Allottee is found to have obtained the allotment, sub lease of the said Dwelling Unit by any mis-representation/mis-statement or fraud, this deed may be cancelled and the possession of the said Dwelling Unit may be taken over by the Developer and the Allottee, in such an event will not be entitled to claim any compensation/refund in respect thereof.

8.31 That the Lessor shall have the right to recover the dues, if any, from the Lessee/Developer or their Successors or the allottees as per rules, at the rate of interest, as per the terms and conditions laid in the Lease-Deed/Sub-Lease Deed.

8.32 That the Lessee/Developer shall make such arrangement as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Chief Executive Officer or any officer authorized by the Chief Executive Officer, will have the power to get the maintenance done through the authority and recover the amount so spent from the Developer. The Allottee will be individually and severally liable for payment of the maintenance amount. That the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time) Real Estate (Regulation and Development) Act 2016 (RERA) as well as all Rules and Regulation made there under shall be applicable on the Lessee/Developer and the Allottee. No objection on the amount spent for the maintenance of the building by the Lessor shall be entertained and decision of the Chief Executive Officer, Noida in this regard shall be final and binding upon the parties concerned. That such amounts as applicable shall be recoverable from the allottee by the developer in terms of the Maintenance Agreement entered into between the parties.

8.33 That the Developer would be having the right to put the Hoardings etc. on the terrace on the elevation or on the boundary wall, or any other place of the Project and to sell/rent/permit for use by the intending users, for which the Allottee(s) would not be having any kind of objection of whatsoever nature.

8.34 That the Allottee shall not display or exhibit any picture, poster, statue or their articles which are repugnant to the morals or are indecent or immoral on the walls of said Dwelling Unit . The Developer shall have the exclusive right to display or exhibit any signage, hoardings, billboards, advertisement or placard in any part of the exterior wall of the building, except otherwise specified for the purpose by the Developer in writing. The Developer shall be entitled to recover the charges for uses of such publicity/display areas for the uses.

9. Terms & Conditions of the brochure of scheme, allotment, building by laws and amended from time to time shall be binding with Lessee / Sub-Lessee.

#### SCHEDULE OF DWELLING UNIT

**Dwelling Unit No. \_\_\_\_\_, on \_\_\_\_\_ Floor, Tower-\_\_\_\_\_, in the Complex known as "\_\_\_\_\_ " constructed upon Plot No. \_\_\_\_\_, Sector-\_\_\_\_\_, Jaypee Greens Wish Town, Noida District Gautam Budh Nagar, U.P. having Super Area of \_\_\_\_\_ Sq. Ft. (\_\_\_\_\_ Sq. Mtrs.) comprising of **Entrance Lobby, Drawing, Dining, Four (\_\_\_\_\_) Bed Rooms, Family Lounge, One (\_\_\_\_\_) Servant Room, One (01) Kitchen, Five (\_\_\_\_\_) Toilets, Seven (\_\_\_\_\_) Balconies, Two (\_\_\_\_\_) Covered Car Parking**, together with proportionate undivided imitable interest in land on sub-lease basis, as per enclosed plan, and bounded as follows :**

**East :**

West :

**As per Lease-Plan Attached**

**South :**

**North :**

**IN WITNESS WHEREOF**, the parties have signed and executed this Deed on the day, month and year above written in the presence of :

**SIGNED AND DELIVERED BY**

## **WITNESSES :**

1. (LESSOR)

FOR & ON BEHALF OF

(Yamuna Expressway

## Industrial Development Authority)

(LESSEE)

2. FOR & ON BEHALF OF