

SUB-LEASE DEED

This Sub-Lease Deed ("Deed") is made and executed at Noida on this [●] day of [●], 2023.

BY AND BETWEEN

New Okhla Industrial Development Authority, a body corporate constituted under Section 3 of the Uttar Pradesh Industrial Development Act 1976 (U.P. Act No.6 of 1976), having its office at [●], represented by its authorized signatory [●] (hereinafter referred to as the "**Lessor**", which expression shall unless contrary or repugnant to the context thereof include its successors and assigns);

AND

FRANKLIN INFRA TECH PRIVATE LIMITED (CIN. No. U70100DL2011PTC221769), a company incorporated under the provisions of the Companies Act, 1956/2013 having its registered office Address:- H-19, Udyog Nagar, Main Rohtak Road, New Delhi – 110041 (**PAN – AABCF8108N**), represented by its authorized signatory [●] (Aadhar no. [●]) duly authorized vide board resolution passed in the meeting held on [●] (hereinafter referred to as the "**Sub-Lessee**", which expression shall unless contrary or repugnant to the context thereof include its successors and assigns);

AND

[If the Sub-Lessee(s) is an Individual or in joint names]

Mr./Ms. [■], (Aadhar No. [■]) son/ daughter of [■], aged about [■], residing at [■], (PAN No. [■]), and Mr. /Ms. [■], (Aadhar No. [■]) son/ daughter of [■] aged about [■], residing at [■], (PAN No. [■]) (hereinafter called the "Sub-Lessee(s)", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in- interest and permitted assigns).

[OR]

[If the Sub-Lessee(s) is a Partnership]

[■], a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at [■], (PAN No. [■]), represented by its authorized

partner [▪], (Aadhar No. [▪]) authorized vide [▪], (hereinafter referred to as the "Sub-Lessee(s)", 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 Sub-Lessee(s) is a Company]

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

[OR]

[If the Sub-Lessee(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 No. [▪]) (hereinafter referred to as the "Sub-Lessee(s)", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[Please insert details of other Sub-Lessee(s), in case of more than one Sub- Lessee.]

The Lessor, Lessee and the Sub-Lessee shall collectively be referred to as "Parties".

WHEREAS:

A. The Government of Uttar Pradesh (hereinafter referred to as the "GoUP") constituted the Taj Expressway Industrial Development Authority, vide GoUP Notification no. 697I 77 - 04 - 2001 - 3 (N) / 2001 dated 24 April 2001 (name changed to Yamuna Expressway Industrial Development Authority vide GoUP Notification no. 1165 / 77 - 04 - 08 - 65N/08 dated 11 July 2008), under the Uttar Pradesh 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 the Taj Expressway Project (renamed as the Yamuna Expressway vide GoUP Notification no. 1165/77-04-08-65N/08 dated 11 July 2008) which, inter alia, included construction of six-lane, 160 (one hundred and sixty) Kilometers long Yamuna Expressway with service roads and associated facilities connecting Noida and Agra

(hereinafter referred to as the “**Expressway**”);

B. By a concession agreement dated 07 February 2003 (hereinafter referred to as the “**Concession Agreement**”) executed between YEA and Jaiprakash Industries Limited (“**JPIL**”), which was granted a 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 for a term of 36 (thirty six) years commencing from the date of commercial operation of the Expressway plus any extensions thereto, in accordance with the Concession Agreement (hereinafter referred to as the “**Concession Period**”);

- C. Pursuant to the scheme of amalgamation dated 10 March 2004 sanctioned by the Hon'ble High Court of Allahabad in Company Petition No. 26 of 2003, under section 394 of the Companies Act, 1956, JPIL was amalgamated and merged with Jaypee Cements Limited with effect from 01 April 2002;
- D. The name of Jaypee Cements Limited was subsequently changed to Jaiprakash Associates Limited (hereinafter referred to as “**JAL**”) by way of special resolution passed by the shareholders of Jaypee Cements Limited on 29 March 2003 under section 21 of the Companies Act, 1956 and approval of the Central Government was accorded by way of letter dated 11 March 2004 and a fresh certificate of incorporation dated 11 March 2004 consequent to the change in the name was issued by the Registrar of Companies situated at Kanpur;
- E. In terms of the Concession Agreement and the directives of YEA, JAL the then concessionaire, incorporated a special purpose vehicle, i.e., Jaypee Infratech Limited (hereinafter referred to as “**JIL**”), for the implementation of the Expressway;
- F. All the rights and obligations of JAL under the Concession Agreement were transferred to JIL by an Assignment Agreement dated 19 October 2007 duly executed by and amongst YEA, JIL and JAL. Further, a Project Transfer Agreement dated 22 October 2007 was executed between JAL and JIL, and therefore, JIL is now the concessionaire under the Concession Agreement;
- G. In terms of the Concession Agreement, YEA agreed to transfer on lease to JIL, 25 (twenty-five) million square meters of land, for commercial, amusement, industrial, institutional and residential development at 5 (five) or more locations alongside the Expressway including 5 (five) million square meters of land at Noida/Greater Noida;
- H. 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 (ninety) years, 498.94 (four hundred ninety eight point nine four) hectares (1232.38 acres) (one thousand two hundred thirty two point three eight acres) of land (hereinafter referred to as the “**Leased Land**”) situated at Noida to JIL, through various lease deeds (hereinafter referred to as the “**Lease Deeds**”);
- I. Out of 498.94 (four hundred ninety-eight point nine four) hectares (1232.38 acres) (one thousand two hundred thirty two point three eight acres) of the Leased Land, 430.3141 (four hundred thirty point three one four one) hectares (1062.84 acres) (one thousand six hundred two point eight four acres) of the Leased Land falls in Sectors 128, 129, 131, 133 and 134 at Noida (which has since been named as Jaypee Greens, Wish Town, Noida);
- J. By way of a sub-lease deed dated 21 July 2017 (hereinafter referred to as the “**Principal Sub-Lease Deed**”) executed between JIL and the Landowner, the Landowner was granted leasehold rights for a period up to 27 February 2093 (hereinafter referred to as the

“Lease Period”) over a piece and parcel of land, comprised wholly within the Leased Land, admeasuring 8,273 sq. meters (eight thousand two hundred seventy-three square meters) being Plot No. C1-D2 situated at Residential Sector – 133, Jaypee Greens, Wish Town, Noida, District Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as the “Subject Land”), layout of which is annexed hereto in SCHEDULE VI;

- K. In terms of the Sub-Lease Deed registered in the office of the Sub-Registrar under book no. 1 vol. 5963 Sl. 3569 pages 63 to 156, the Subject Land was leased to the Franklin Infratech Pvt. Ltd. (“Landowner/ Lessee”) for the purpose of developing the Subject Land for commercial/sector level shopping, in accordance with the development plans submitted by JIL. The master development plans were duly approved by the New Okhla Industrial Development Authority (hereinafter referred to as “**Noida Authority**”) vide letter no. NOIDA/STP/2015/774 dated 20 February 2015 being valid for 5 (five) years, i.e., till 19 February 2020;
- L. In the terms of the development plans approved by the Noida Authority, the total FAR in respect of the Subject Land is 2 (hereinafter referred to as “**Permitted FAR**”);
- M. In the terms of the Sub-Lease Deed, the Landowner has, *inter alia*, the right to own, hold, enjoy, alienate, dispose of, transfer, sub-lease the whole of the Subject Land whether developed and/ or undeveloped by way of constructed properties, on leave and license, lease, sale or otherwise dispose of its interest in the Subject Land, in any manner whatsoever to any person as per the rules, regulations and directions of the Noida Authority and/or YEA and the Lessee has the complete right to receive the consideration for the same to its own benefit and to the exclusion of JIL;
- N. Furthermore, in the terms of the Sub-Lease Deed, the Lessee has the absolute and unfettered right, power and authority to be exercised in its sole and absolute discretion and without any concurrence with JIL to create any mortgage, pledge, hypothecate, charge, create encumbrance on the Subject Land including on the development and constructions thereon, the built-up areas, structures, development rights, development potential, FAR, receivables, cash flows and of any other benefits pertaining, attached or accruing to the Subject Land, or part with possession of the Subject Land, in favour of or to any lenders, financiers, financial institutions, banks, creditors, investors, or any other person or entity for the purposes of raising finance, loans, funding, capital, or for any other purpose whatsoever whether as security, collateral or otherwise upon any terms and conditions as it may deem fit without any approval or consent of JIL;
- O. The Lessee has obtained sanctioned building plans for construction and development of a commercial complex vide letter bearing no. [▪] dated [▪] from the Lessor.
- P. The Lessee has constructed and developed the commercial complex known as "**133 Avenue**" ("Project"), as per the sanctioned building plans, approvals and other sanctions obtained from the Lessor or the competent authorities. The said Project *inter alia* comprises of commercial space, common areas, amenities and facilities, appurtenant to the units, etc.
- Q. The Lessor has granted the completion certificate to the Project vide approval bearing registration no. [●] of [●].
- R. The Lessee has registered the Project with the Uttar Pradesh Real Estate Regulatory

Authority (“Authority”) under the provisions of Real Estate

(Regulation and Development) Act, 2016 ("Act") on [●] under registration no. [●].

- S. The Lessee has the right to allot to its sub-lessee(s) the units in the abovesaid Project, including undivided proportionate share of the common areas, amenities, and facilities, appurtenant to the units on such terms, as decided by the Lessee.
- T. The Lessee has the right to enter into this Deed and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Sub-Lessee(s) created herein, may prejudicially be affected.
- U. The Sub-Lessee had applied to the Lessee for the allotment of a commercial unit in the Project vide the application form bearing no. [▪] dated [▪] and basis the terms and conditions as are more specifically detailed in the agreement for lease dated [▪] bearing registration no. [▪], in Book no. I, Volume no. [▪], on pages [▪] to [▪], duly registered in the office of Sub-Registrar Gautam Budh Nagar, on [▪] ("Agreement"), the Lessee has allotted a commercial unit [▪] having carpet area [▪] square feet and built-up area [▪] square feet, type [▪] on [▪] floor [tower/block/building] no. [▪] and of pro rata share in the common areas, amenities and facilities of the Project as detailed in the **Schedule F** (hereinafter referred to as the "Unit" more particularly described in Schedule A and the floor plan of the Unit is annexed hereto and marked as **Schedule B**. Specification and amenities forming part of the said Unit are more particularly captured in **Schedule C** hereto). The Sub-Lessee has inspected the site where the Project is constructed along with the ownership records and other related documents and hereby acknowledges that the Lessee has readily provided all information and clarifications as required. Further, the Sub-Lessee is satisfied about the leasehold rights of the Lessee related to the Demised Plot and is also content with the right, title and interest of the Lessee to sub-lease the said Unit and receive the Total Price.
- V. The Lessee has given inspection to the Sub-Lessee and displayed at its units all available approvals/permissions, including the approved layout plan and/ or building plan, the sanctioned plans, specifications applicable to the said Unit.

W. The Parties have gone through all the terms and conditions set out in this Deed and understood the mutual rights and obligations detailed herein. The Sub-Lessee has relied solely on his personal judgment in deciding to enter into this Deed.

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

Y. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Deed and all applicable laws, are now willing to enter into this Deed on the terms and conditions appearing hereinafter.

Z. In accordance with the terms and conditions set out in this Deed and as mutually agreed upon by and between the Parties, the Lessee hereby agrees to sub-lease and the Sub-Lessee hereby agrees to acquire the said Unit.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. In accordance with the terms and conditions contained in this Deed and in consideration of the Total Price and other charges (as mentioned in **Schedule- D** hereunder) paid by the Sub-Lessee and received by the Lessor (as per details mentioned in the Payment Plan, attached as **Schedule E** hereunder), the Lessee does hereby sub-lease and transfer in favour of the Sub-Lessee the said Unit bearing commercial unit [▪] having carpet area [▪]square feet, type [▪] on [▪] floor [tower/block/building] no. [▪] and of pro rata share in the common areas, amenities and facilities of the Project as detailed in the Schedule F ("Common Areas").
2. The vacant and peaceful possession of the above described said Unit has been handed over to the Sub-Lessee simultaneously with the execution of

this Deed. The Lessor has received one time lease rent of the said Unit from the Lessee and the Sub-Lessee shall not be liable to pay any lease rent to the Lessor during the un-expired portion of the lease of the Demised Plot. In case any demand is raised by any competent authority including the Lessor for any statutory charges payable post execution of this Deed in respect of the said Unit, the same shall be dealt with and paid by Sub Lessee Only.

3. Subject to terms of this Deed, the Lessee agrees and acknowledges, the Sub Lessee shall have the right to the said Unit as mentioned below:
 - a. The Sub-Lessee shall have exclusive sub-lease rights of the said Unit; and
 - b. The Sub-Lessee shall also have undivided proportionate share in the Common Areas. Since the share / interest of the Sub-Lessee in the Common Areas is undivided and cannot be divided or separated, the Sub-Lessee shall use the Common Areas along with other occupants, users, maintenance staff etc., without causing any inconvenience or hindrance to them.
4. The Sub-Lessee agrees to join the association of Sub-Lessee(s) ("Association") inter-alia for the purpose of management and maintenance of the Project and sign and execute the membership application form and other documents, pay necessary membership fees, necessary for the formation / registration / joining of such Association. No objection shall be made by the Sub-Lessee with respect to the same.
5. The management and maintenance of the Common Areas will be transferred to the Association upon its formation, in accordance with the applicable laws.
6. The Sub-Lessee shall on demand pay to the Lessee, legal cost, charges and expenses, including professional costs of advocates of the Lessee in

connection with smooth functioning of the Association and for preparing its rules, regulations, by-laws, etc. and the proportionate stamp duty, registration charges and other cost towards preparing, executing and registering agreement with respect to transfer of the Common Areas in favour of the Association. On the formation of Association, rights of the Sub-Lessee to the Common Areas shall be regulated by the bye laws and other rules and regulations.

7. The Sub-Lessee agrees and accepts that the Association after receiving the Common Areas of the Project, be liable and responsible for applying, or obtaining the renewals of statutory approvals which are required for the Project in future and shall fully adhere to all the commitments/ obligations under the statutory approvals granted for the Project. The Association without any reference to the Sub-Lessor shall be entitled to approach the concerned governmental authority for any such renewals. Any failure in this regard shall be the sole responsibility and liability of the Association without any reference to the Sub-Lessor.
8. The Sub-Lessee shall observe and perform all the rules, regulations of the Association that may be specified in detail under the bye laws of the Association.
9. It is made clear that the said Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Demised Plot and is not a part of any other project or zone and shall not form a part of and/ or linked/ combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Sub-Lessee, namely sewage and water supply lines, generally as may be available. It is however clarified that the charges for such shared area facilities will be charged by the Lessee to the Sub-Lessee, as part of the maintenance charges.
10. The Lessee/ its maintenance agency shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association or by the maintenance agency, as per the terms of the Agreement and, or the applicable laws. For the said purposes the Sub-Lessee hereby agrees to pay the applicable maintenance charges as demanded by the Lessee/ its maintenance agency.

11. The Sub-Lessee(s) has entered/ shall enter into a separate maintenance agreement with the maintenance agency appointed or nominated by the Lessee for the maintenance of the Common Areas of the Project. It is agreed between the Parties, that such maintenance agreement shall always be deemed to be integral part of this Deed.
12. It is clarified, that the Sub-Lessee(s) shall be entitled to utilize the Common Areas of the Project on permissive usage basis subject to timely payment of maintenance charges and other charges and subject to adherence to the conditions and covenants mentioned in this Deed and the maintenance agreement to be executed separately.
13. The Sub-Lessee agrees not to cause any misuse/ damage of the Common Areas of the Project, fire and safety system, CCTV, structure and plumbing line, electrical mains and water supply etc.
14. The Sub-Lessee shall not encroach upon or occupy or cover any open / covered area or any other area outside its said Unit boundaries or any Common Areas of the Project under any circumstances whatsoever. In the event, of any breach of this clause, then Lessee shall be entitled to charge penalty as per the existing policies of the Project / Lessee.
15. It is clarified that notwithstanding the payment of maintenance charges or handing over of the maintenance of the Project to the Association, the Sub-Lessee shall not have any right, title or interest in the Common Areas of the Project and, or any other areas of the Project.
16. The Sub-Lessee(s) shall also be liable to pay the shared area facilities charges, which includes maintenance charges including the replacement charges, if any, in respect of shared areas and facilities like sewerage, water supply etc. for and in relation to the Project. Such charges shall form part of the maintenance charges.
17. The Lessee/ maintenance agency/ Association shall have rights of unrestricted access of all Common Areas of the Project, covered parking and parking spaces for providing necessary maintenance services and the Sub-Lessee agrees to permit the Lessee and, or the Association and, or maintenance agency to enter into the said Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

18. The Sub-Lessee understands that the provision of the parking in the common parking area in the Project is provided by the Lessee/ its maintenance agency/ its nominee on "park and pay" basis. The Sub-Lessee undertakes to park its vehicles only in the common parking areas of the Project on "park and pay" basis.
19. The Sub-Lessee(s) agrees and acknowledges that the rights under and in relation to the unallotted commercial units in the Project, shall vest solely with the Lessee. It is hereby clarified that the Lessee shall have the sole right and authority to deal with such areas in any manner as it may deem fit, however, the same shall not restrict or hinder the rights of the Sub-Lessee under this Deed.
20. The Sub-Lessee agrees and confirms that the Project is a self-contained independent commercial complex. The Sub-Lessee hereby agrees that the Lessee is free to integrate the infrastructure including but not limited to connect the electric, water, sanitary, power back up, air-conditioning, drainage fittings in the future and additional construction/ development with the existing infrastructure in the overall interest of the Project and that of the Sub-Lessee.
21. The Sub-Lessee shall comply with the below mentioned for purposes of allocated units:
 - a. The Sub-Lessee(s) shall use the Unit as per the provisions of this Deed, and bye laws of the association of Sub-Lessee(s) and shall neither use the same for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other units in the Project nor for any illegal or immoral purposes.
 - b. The Sub-Lessee shall, from the date of offer of possession of the Unit, be liable to bear all costs and expenses to keep the unit in a good and tenantable condition including structural maintenance, regular painting, seepage etc. The Sub-Lessee shall carry out, at his/her own cost and expenses, all internal repairs to the Unit and maintain the same and not do or suffer to be done anything in or to the Unit or in the Project which may be against the rules, regulations and bye laws of the association of Sub-Lessee or the competent authority. In the event the Sub-Lessee is guilty of any act or omission in contravention of this provision, the Sub-

Lessee shall be responsible and liable for the breach and also for the consequential loss or damage, to the Lessee or Association or the competent authority, as the case may be.

- c. The Sub-Lessee shall not do or permit to be done any act or thing which may render void or voidable any insurance taken or to be taken in respect of the Project or any part thereof or whereby any increase in the premium becomes payable in respect of the said insurance.
- d. The Sub-Lessee shall neither encroach upon any part of the Project including but not limited to, passages, corridors or interfere with the amenities and services available for common use in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- e. The Sub-Lessee shall not store in the Unit or bring into the Project any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project or which is objected to by the Lessee or the Association. If any damage is caused to the Unit or other units of the Project, or to the Common Areas of the Project on account of any act, negligence or default on part of the Sub-Lessee or his/her employees, agents, servants, guests, or invitees, the Sub-Lessee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/or damage caused as may be levied by the Lessee or the Association or the maintenance agency, as the case may be, whose decision in this regard shall be final and binding on the Sub-Lessee.
- f. The Sub-Lessee, except for the area earmarked for the same, shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in portion of the Project.

- g. The Sub-Lessee shall not be entitled to install its personal / individual generator(s) for providing power back up to the Unit. However, they may install UPS systems within the Unit.
- h. The Sub-Lessee shall not (i) undertake any act, deed or thing; or (ii) cause anything to be done; which may on its own or have the effect of, sub-dividing (directly or indirectly) the Unit.
- i. The Sub-Lessee(s) further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building in which the said Unit is located or anywhere on the exterior of the Project, buildings therein or the Common Areas except as otherwise permitted by the Lessee and, or the maintenance agency, as the case may be. The Sub-Lessee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design of the building in which the said Unit is located. Further, the Sub-Lessee shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Project. The Lessee or the maintenance agency has the right to remove such material without approval of Sub-Lessee and without giving any notice to Sub-Lessee for removal of such material, the cost of such removal to be borne by the Sub-Lessee. The Sub-Lessee shall also not remove any wall, including the outer and load bearing wall of the Unit.
- j. The Sub-Lessee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Lessee and thereafter the Association and, or the maintenance agency. The Sub-Lessee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- k. The Sub-Lessee hereby covenants with Lessee to pay from time to time and at all times the amounts which the Sub-Lessee is liable to pay under the Agreement and this Deed and to observe and perform all the covenants and conditions contained in the Agreement and this Deed and to keep Lessee and its agents and representatives, estate and effects, indemnified and harmless against any loss/liabilities or damages that Lessee may suffer as a result of non-payment, non-observance or non-performance of any of the covenants and conditions stipulated in the Agreement and this Deed. This will be in addition to any other remedy provided in the Agreement and this Deed and/or available in law.

- l. The Sub-Lessee undertakes and agrees not to use the said Unit for any purpose other than commercial or in a manner that is prohibited, irregular or that may cause nuisance or annoyance to other owners in the Project or for any residential or illegal or immoral purpose. The Sub-Lessee shall indemnify the Lessee, Association or its nominee against any penal action, damages or loss due to misuse by the Sub-Lessee.

- m. Save and except in respect of the Unit hereby agreed to be acquired by the Sub-Lessee, he shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress in the Project.

- n. Till the time each unit/s in the Project is not separately assessed, the Sub-Lessee agrees to pay on demand all taxes, charges, dues, demands etc. and/or any enhancement thereof whether leviable now or in future, on the Project, as the case may be, in proportion to the carpet area of the Unit. Such apportionment of the taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Lessee or the Association of Sub-Lessee, as the case may be, and the same shall be conclusive, final and binding upon the Sub-Lessee.

- o. The Lessee will not be responsible for providing public access road and other civic infrastructure facilities which are controlled by government agencies/statutory authorities. The Lessee has further clarified to the Sub-Lessee that the Project may not have the necessary external civic and infrastructure facilities in place as on the date of booking, allotment or at handing over of possession of the Unit, as the same is to be provided by the concerned government or local authority or body. The Sub-Lessee agrees that since this is beyond the control and scope of the Lessee, he shall not hold the Lessee responsible for the delay/ non-provision of civic and infrastructure facilities by any authority.
- p. The Sub-Lessee acknowledges, agrees and undertakes that the Sub-Lessee shall neither hold the Lessee or any of its sister concerns/ parent/ affiliates liable/ responsible for any representation(s)/ commitment(s)/offer(s) made by any third party to the Sub-Lessee nor make any claims/demands on the Lessee or any of its sister concerns/ affiliates with respect thereto.
- q. The Sub-Lessee undertakes that the Sub-Lessee has taken the decision to purchase the Unit in the Project out of his/her own free will, based solely upon the information provided along with the documents enclosed, after giving careful consideration to the nature and scope of the entire development explained to the Sub-Lessee by the Lessee in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Deed.
- r. The Sub-Lessee(s) understands and agrees that except ownership rights of the Unit area and impartible undivided proportionate interest in the Common Areas, no rights of any kind shall accrue to the Sub-Lessee in any part of the Project, including but not limited to unsold shops/commercial area/ office spaces, and the same shall always remain

the property of the Lessee and be dealt in a manner the Lessee may deem fit and proper.

- s. The Sub-Lessee and the subsequent sub-lessee(s) shall always comply with the terms and conditions of the Agreement and this Deed and the conditions stipulated thereto, and the Lessee shall not be held liable for any breach by the Sub-Lessee or the subsequent sub-lessee(s) in this regard.
22. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Lessee as per this Deed relating to such development is brought to the notice of the Lessee within a period of 5 (five) years by the Sub-Lessee from the date of issuance of completion certificate for the Project, it shall be the duty of the Lessee to rectify such defects without further charge, within 30 (thirty) days, and in the event of Lessee's failure to rectify such defects within such time, the aggrieved Sub-Lessee shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that, the Lessee shall not be liable for any defects that may have been induced by the Sub-Lessee, by means of carrying out any fit-out in the Unit or otherwise.
 23. Any structural defect pointed by the Sub-Lessee in the Unit shall be referred to a registered Architect or Engineer, as deputed by the Lessee and on the basis of the report of the said Architect or Engineer, it shall be concluded whether the defect stated by the Sub-Lessee(s) is the structural defect from the inception of the Unit or the same has occurred due to the acts attributable to the Sub-Lessee. Such report of the Architect or Engineer shall always be the conclusive document stating the defect liability.
 24. The Sub-Lessee confirms and acknowledges that the Sub-Lessee shall be solely responsible and liable for violations, if any, of the provisions of the law of the land and applicable rules including provisions of the Act, regulation or direction by the competent governmental authority; and that the Sub-Lessee shall indemnify the Lessee for any demands, proceedings,

damages, suits, actions, judgments, orders, costs, losses, liability, penalty, claims and expenses (including legal expenses), and/ or charges that it may incur or suffer in that behalf.

25. The Sub-Lessee(s) shall use the Unit only for commercial purposes for which it is allotted and in a manner that does not cause nuisance or annoyance to other occupants of the Project. Use of the Unit shall not be against public policy and/or for any unlawful, illegal or immoral purposes and/or for any temporary or permanent storage of any hazardous, toxic, combustible or inflammable materials and chemicals and/or for any purpose which is likely to cause any damage to any flooring, wall or ceiling of the Unit and/or to any unit above, below or adjacent to the Unit and/or anywhere in the Project and/or which in any manner interferes with and/or obstructs the use of the Common Areas of the Project.
26. The Sub-Lessee agrees to keep the Lessee and its employees, agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Lessee may suffer as a result of non-observance or non-performance of the covenants and conditions as set out in the Agreement and, or this Deed.
27. The basement(s) and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, S.T.P, Garbage room, Ventilation room, AHU's, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Sub-Lessee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Sub- Lessee formed by the Sub-Lessee for rendering maintenance services or as per operational guidelines of the maintenance agency.
28. The Parties are entering into this Deed for the allotment of the Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

29. In the event, the Sub-Lessee transfers and conveys his/her rights, entitlements and interests in the said Unit in favour of any third party, then all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent sub-lessee(s) of the Unit. Additionally, the Sub-Lessee shall ensure that subsequent sub-lessee(s) must comply with the bye-laws, rules and regulations of the Lessor.
30. If any provision of this Deed shall be determined to be void or unenforceable under the Act or the rules and regulations made thereunder or under other applicable laws, such provisions of the Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.
31. That all notices to be served on the Sub-Lessee and the Lenders as contemplated by this Deed shall be deemed to have been duly served if sent to the Sub-Lessee or the Lessee by Registered Post at their respective addresses specified above.
32. It shall be the duty of the Sub-Lessee and the Lenders to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Lessee or the Sub-Lessee, as the case may be.
33. In case there are joint sub-lessees all communications shall be sent by the Lessee to the sublessee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the sub-lessees.
34. That the rights and obligations of the Parties under or arising out of this Deed shall be construed and enforced in accordance with the Act and the rules and regulations made thereunder including other applicable laws of India for the time being in force.

35. Any transfer, sale, assignment or otherwise parting with the said Unit by the Sub-Lessee will attract payment of prevailing transfer charges in addition to whatsoever other amount is payable to the Lessor. The decision of the Lessor in respect of transfer charges will be final and binding.
36. The Sub-Lessee shall not mortgage the said Unit for securing any loan at any stage except with prior permission of the Lessor in writing, which shall be obtained, or given by the Lessor as per terms of the Lease Deed.
37. The Sub-Lessee shall from time to time and at all times pay directly to the local govt./local authority or the Lessor, existing or to exist in future all rates, taxes charges and assessments of every description which are now or may be at any time hereinafter during the continuance of this Deed be assessed, charged or imposed upon the said Unit hereby transferred or on the Sub-Lessee or subsequent sub-lessees of the said Unit.
38. Whenever the leasehold rights of the said Unit is transferred in any manner whatsoever the subsequent sub-lessees/ transferees shall be bound by all covenants and conditions contained herein or contained in the Principal Sub-Lease Deed.
39. In the event of death of the Sub-Lessee, the person on whom the leasehold rights of the said Unit devolves shall within 3 (three) months of the devolution, give notice of such devolution to the Lessor and the Lessee.
40. The Sub-Lessee shall in all respect comply with and be bound by the building, drainage, and other by-laws of the Lessor or other authority for time being in force or to exist in future.
41. All clauses of the Principal Sub-Lease Deed shall be applicable to this Deed. In case of any repugnancy in any provision of the Principal Sub-Lease Deed and this Deed, the provision of the Principal Sub-Lease Deed shall prevail.
42. That the Stamp duty, registration charges and all other incidental charges required for execution and registration of this Deed shall be exclusively borne by the Sub-Lessee.

43. That all the rights and obligations of the Parties under or arising out of this Deed shall be construed and enforced in accordance with the laws of India. The Courts, Tribunals, Quasi Judicial Authorities at Gautam Buddha Nagar alone shall have jurisdiction.

44. This Deed may only be amended in writing through written consent of the Parties.

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

WITNESSES:
DELIVERED BY

SIGNED AND

1.

(LESSOR)

(New Okhla Industrial Development Authority)

2.

(LESSEE)

(FRANKLIN INFRATECH Private Limited)

3.

(SUB-LESSEE(S))

SCHEDULE A

(Description of the Unit)

SCHEDULE B

(Floor Plan of the Unit)

SCHEDULE C

(Specifications and amenities forming part the Unit)

SCHEDULE D

(Details of Total Price)

SCHEDULE E

(Details of Payment Plan)

SCHEDULE F

(Details of Common Areas of the Project)