

SUB-LEASE DEED

1.	Sale Consideration	INR [●]/- (Indian Rupees [●] Only)
2.	Market Value	[●]
3.	Circle Rate	[●]
4.	Stamp Duty	[●]
5.	Car Parking	[●]
6.	Apartment/Unit No.	[●]
7.	Floor	[●]
8.	Block/Tower/Building No.	[●]
9.	Super Area	[●]
10.	Carpet Area	[●]

This Sub-Lease Deed, together with the annexures referred herein (hereinafter referred to as "**Agreement**") is executed at Gautam Budh Nagar, on this [●] day of [●].

BY

IMPERIA STRUCTURES LIMITED (CIN:U45400DL2010PLC198791), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at A-25, Mohan Co-Operative Industrial Estate, New Delhi – 110044 and its corporate office at A-25, Mohan Co-Operative Estate, Mathura Road, New Delhi-110044 (PAN - AACCI2321R), represented by its authorized signatory [●], (Aadhaar No. [●] (PAN No. [●]), authorized vide Board resolution dated [●], (hereinafter referred to as "**Sub-Lessor**", 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 **FIRST PART**;

IN FAVOUR OF

Details of Sub-Lessee:

[If the Sub-Lessee is an individual(s)]

Sole/First Applicant

Mr. / Ms.,
(Aadhaar No.:) (PAN No.:), son of / daughter of / wife of
....., aged about, resident of
.....,

Second Applicant

Mr. / Ms.,
(Aadhaar No.:) (PAN No.:), son of / daughter of / wife of
....., aged about, resident of
.....,

(hereinafter individually / jointly, as the case may be, referred to as "**Sub-Lessee**" which expression shall unless repugnant to the context or meaning thereof, be deemed to include his / her / their respective legal heirs, executors, administrators, legal representatives, successors and assigns) of the **SECOND PART**;

*** to be filled up only in cases of joint Sub-Lessees*

AND/OR

[If the Sub-Lessee is a body corporate]

M/s, (CIN.), is 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,, (bearing Aadhaar No.), duly authorized vide board resolution dated, hereinafter referred to as "**Sub-Lessee**" (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) of the **SECOND PART**;

AND/OR

[If the Sub-Lessee is a partnership]

M/s, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at (PAN No.), represented by its authorized partner, (Aadhaar No:), authorized vide, hereinafter referred to as "**Sub-Lessee**" (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 legal heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **SECOND PART**;

AND/OR

[If the Sub-Lessee is a Sole Proprietorship]

M/s, a sole proprietorship firm owned by, having its principal place of business at, (PAN,), represented by the said owner Mr. / Ms. (Aadhaar No. :), (PAN No.) hereinafter referred to as "**Sub-Lessee**" (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 legal heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **SECOND PART**;

AND/OR

[If the Sub-Lessee is a HUF]

Mr., (Aadhaar No:) (Pan No:), son of, aged about years 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 "**Sub-Lessee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective legal heirs, executors, administrators and permitted assigns) of the **SECOND PART**;

[Delete whichever is not applicable]

[Please insert details of other Sub-Lessees, in case of more than one Sub-Lessee]

The Sub-Lessor and the Sub-Lessee shall hereinafter collectively be referred to as "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. The Government of Uttar Pradesh constituted the Taj Expressway Industrial Development Authority, vide GoUP Notification No. 697/ 77 – 04 – 2001 – 3 (N) / 2001, dated April 24, 2001 (the name was subsequently changed to Yamuna Expressway Industrial Development Authority (hereinafter referred to as "**YEIDA**") vide GoUP Notification No. 1165 / 77 – 04 – 08 – 65N / 08, dated July 11, 2008), under the U.P. Industrial Area Developmental 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, Uttar Pradesh.
- B. Pursuant thereto a scheme was formulated by YEIDA, to develop mega projects in Special Development Zones (hereinafter referred to as "**SDZs**") along the Taj Expressway (renamed as Yamuna Expressway vide GoUP Notification No. 1165 / 77 – 04 – 08 – 65N / 08, dated July 11, 2008) between Greater Noida and Agra, and invited applications for allotment of SDZs.
- C. JPSK Sports Private Limited was incorporated under the provisions of the Companies Act, 1956, on October 20, 2007, and applied to **YEIDA** for allotment of one SDZ admeasuring 1000 hectares for development of the area with sports as its core activity (hereinafter referred to as the "**Core Activity**"). Subsequently, JPSK Sports Private Limited changed its name to Jaypee Sports International Private Limited on July 28, 2010.
- D. Pursuant thereto Jaypee Sports International Private Limited was converted to a public limited company and a Fresh Certificate of Incorporation in the name of Jaypee Sports International Limited was issued by the Registrar of Companies of Uttar Pradesh and Uttarakhand on July 28, 2010.
- E. In the year 2015, Jaypee Sports International Limited was amalgamated with Jaiprakash Associates Limited ("hereinafter referred to as **JAL**"), by virtue of an order passed by the Hon'ble High Court of Allahabad, Uttar Pradesh on September 14, 2015.

- F. Pursuant thereto, YEIDA allotted a SDZ with an area of approximately 1000 hectares at Sector 25, Jaypee Greens Sports City SDZ, District Gautam Budh Nagar, U.P. (hereinafter referred to as the "**Leased Land**") to JAL for development with sports as Core Activity and granted lease of the Leased Land in various lots in favour of JAL through various lease deeds (hereinafter referred to as "**Principal Lease Deeds**") as per the terms and conditions specified therein, which inter-alia includes use of minimum 35% of the Leased Land for Core Activity including roads and open spaces (hereinafter referred to as "**Core Area**"), while the remaining Leased Land could be used for other specified activities.
- G. JAL had prepared land use plan, layout plan and other relevant plans for the development of the Leased Land in the name of "*Jaypee Greens Sports City*" which were duly approved by YEIDA vide letter dated 21.02.2014 bearing Memo No. PLG/SDZ-01/855/2014. The said plans were revised and approved by YEIDA vide letter dated 11.07.2018, bearing No. YEA/PLG/SDZ-01/62542/2018 (The said revised plans as approved by YEIDA or the subsequently revised plans, as the case may be, are hereinafter referred to as the "**Relevant Plans**").
- H. Based on the said Relevant Plans, JAL has sub-leased to the Sub-Lessor, the plot of land admeasuring 19,039 square meters (approximately 4.7 acres), being plot no. GH-A4, situated at Sector-25, Jaypee Greens Sports City, SDZ, Yamuna Expressway Industrial Development Authority, District Gautam Budh Nagar, Uttar Pradesh (hereinafter referred to as "**Project Land**") for a period upto September 23, 2099, by virtue of a sub-lease deed dated January 29, 2020, duly registered with Sub-Registrar Gautam Budh Nagar, Uttar Pradesh as Document bearing No. 3576, in Book No. 1, Volume No. 35873, on Pages 377 to 456 on January 29, 2020 (hereinafter referred to as "**Imperia Sub-Lease Deed**"). The said Project Land was given on lease to the Sub-Lessee for developing a group housing project.
- I. The Project Land is earmarked for the purpose of group housing development. The Sub-Lessor has developed a group housing colony on the Project Land in the name and style of "*The Sephyra*" which comprises of 6 (Six) towers and others amenities (hereinafter referred to as "**Project**").
- J. The Sub-Lessor has developed the Project Land and is fully competent to enter into this Agreement and undertake all the legal formalities with respect to the right, title and interest of the Sub-Lessor regarding the Project to be constructed in furtherance of the rights granted under the Imperia Sub-Lease Deed.
- K. YEIDA, vide its letter no. Planning/809/2025 dated June 25, 2025 (hereinafter referred to as "**Sanction Letter**"), sanctioned the building plans for development of the Project on the Project Land, pursuant to which the Sub-Lessor carried out construction in accordance with the permissions granted by YEIDA and other relevant authorities. And has obtained an occupancy certificate dated [●]. The name of the Project may be changed at the sole discretion of the Sub-Lessor and the Sub-Lessee shall not be entitled to raise any objection/hindrance with respect to the same.
- L. The Sub-Lessor has developed a community building / club within the Project namely [●] (hereinafter referred to as "**Club House**") which shall house community / recreational services and facilities, which shall be open to general public (i.e., whether an occupant within the township or not), in accordance with the permission / sanctions of Competent Authority. The Sub-Lessee understands and agrees that the Sub-Lessor may engage a third party to operate and manage the Club House. The Sub-Lessee shall be required to sign and execute necessary documents for availing the

membership of the Club House, on payment of membership charges, which shall contain the detailed terms and conditions for the membership and use of the Club House and the Sub-Lessee shall be bound by the same. The Sub-Lessee shall be liable to pay periodic subscription and usage charges, as may be intimated by the Sub-Lessor or operator from time to time.

- M. The Sub-Lessee named above, applied to the Sub-Lessor for allotment of a Unit / apartment in the Project and the Sub-Lessor allotted a Unit / apartment bearing No. [●], situated on [●] Floor, Building No. [●], of the Project, having Carpet Area [●] square feet (i.e., [●] square meters) and super area of [●] square feet (i.e., [●] square meters), (hereinafter referred to as "**Unit**"), together with Reserved Car Parking Space(s), along with undivided and impartibly proportionate share in the land underneath the Building and undivided proportionate share in the Common Areas of the Building and Project, including all easementary rights attached thereto along with right to use the general commonly used areas and facilities earmarked for common use of all the occupants within the Project. The Parties executed an agreement to sub-lease dated [●], whereby the Sub-Lessor allotted the Unit to the Sub-Lessee, subject to the Sub-Lessee making payment of the Total Consideration (as detailed in Clause 2 below), along with the other charges and complying with the terms and conditions recorded therein. It is hereby agreed that the Common Areas shall be deemed to be an indivisible part of the Unit and the Sub-Lessee shall not have the right to sell / transfer / transact the rights provided in the Common Areas.

The Unit is more fully described in the **Schedule A** given hereunder. The Unit shall contain the Unit Specifications (*defined hereinafter*) as specified in **Schedule B** given hereunder. The details of the Reserved Car Parking Space(s) are provided in **Schedule C** given hereunder.

- N. The Sub-Lessee has, prior to the date hereof, examined a copy of all the documents, permissions and approvals including with not limited to the Imperia Sub-Lease Deed, Sanction Letter, registration certificate issued by the Uttar Pradesh Real Estate Regulatory Authority (hereinafter referred to as "**UP RERA Authority**"), Principal Lease Deeds and has caused the same to be examined in detail by his / her / their / its advocates and has understood the documents and information in all respects. The Sub-Lessee has accepted, agreed and acknowledged to abide by all the terms and conditions of the Principal Lease Deeds, Imperia Sub-Lease Deed, and terms and conditions of the YEIDA and any other statutory or civic authority to which JAL, or the Sub-Lessor, and consequently the Sub-Lessee, is subject to or any other condition which the Sub-Lessor may prescribe.
- O. That the Sub-Lessee has carefully read and understood the contents and meanings of each of the clauses of this Agreement, along with all the relevant information furnished by the Sub-Lessor and the Sub-Lessee has also taken independent legal advice and only thereafter he has agreed to enter into this Agreement.
- P. The Sub-Lessee has satisfied himself as to the right, title and interest of the Sub-Lessor and the ability of the Sub-Lessor to execute this Agreement.
- Q. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- R. 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 Agreement and Applicable

Law, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

NOW THEREFORE THESE PRESENTS WITNESSETH, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. DEFINITIONS

Definition: In this Agreement, unless the context otherwise requires (i) capitalized terms defined by inclusion in quotations and / or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:

"Agreement" shall mean this Sub-Lease Deed pertaining to the sub-lease of the Unit including the Reserved Car Parking Space(s) in the Project together with the Schedules attached hereto and any other deed and / or document(s) executed in pursuance hereof;

"Applicable Law" shall mean any statute, law, regulation, legislation, ordinance, rule, judgment, order, decree, clearance, approval, guidelines, policy, directives or any decision of the authority or court having competent jurisdiction from time to time;

"Association" shall mean the body to be created of the sub-lessees of the units in the Project as contemplated in the RERA Act and the U.P. Act, to be registered under the law for the time being in force, acting as a group to serve the case of its members and shall include the authorized representative of the sub-lessee(s);

"Building" shall mean the building constructed on the Project Land, wherein the Unit shall be situated;

"Carpet Area" shall mean the net usable floor area of the said Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Unit for exclusive use of the Sub-Lessee, but includes the area covered by the internal partition walls of the said Unit;

"Club House" shall mean the club house developed by the Sub-Lessor on the Project Land;

"Club Membership Charges" shall have the meaning ascribed to it under clause 10.1 of this Agreement;

"Common Amenities" shall mean the common amenities to be made available in the Project by the Sub-Lessor in terms of this Agreement as more particularly described in **Schedule D** hereunder;

"Common Areas" shall mean the areas of the Project as defined under clause (d) of Rule 2(1) of the U.P. RERA Rules;

"Competent Authority(ies)" shall mean any government authority, statutory authority, government

department, agency, commission, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof to grant the approvals in terms of this Agreement;

"Core Activity" shall have the meaning ascribed to it under recital C of this Agreement;

"Core Area" shall have the meaning ascribed to it under recital F of this Agreement;

"Fit-Out Manual" shall have the meaning ascribed to it under clause 4.2 of this Agreement;

"FM Agreement" shall have the meaning ascribed to it under clause 4.1 of this Agreement;

"GST" shall mean the Goods and Services Tax as applicable from time to time;

"IFMS Charges" shall mean Interest Free Maintenance Security charges;

"Imperia Sub-Lease Deed" shall have the meaning ascribed to it under recital H of this Agreement;

"JAL" shall have the meaning ascribed to it under recital E of this Agreement;

"Leased Land" shall have the meaning ascribed to it under recital F of this Agreement;

"Limited Common Areas" shall mean the common areas facilities designated in the declaration / writing by the Sub-Lessor as being reserved for the use of a certain unit or units to the exclusion of other units in the Project. It is hereby clarified that while calculating the Common Areas of the Project and the proportionate share of each sub-lessee in the Common Areas of the Project, the Limited Common Areas have been excluded from the Common Areas of the Project;

"Maintenance Agency" shall mean the Sub-Lessor and / or any agency to be appointed by the Sub-Lessor for managing the affairs and management of the Common Areas and Building or the Project post construction until such management is handed over to the Association. It is clarified that the appointment of any such agency can be terminated by the Sub-Lessor solely at its discretion and on termination the Sub-Lessor shall be entitled either to manage the affairs and management of the Common Areas and the Building and / or the Project post construction and till the handing over to the Association by itself or by appointing a new maintenance agency;

"Maintenance Agreement" shall have the meaning ascribed to it under clause 4.1 of this Agreement;

"Maintenance Charges" shall mean charges and taxes / levies to be paid by the Sub-Lessee in respect of maintaining the Building and Common Areas contained within the Project Land, to be detailed under the Maintenance Agreement;

"Principal Lease Deeds" shall have the meaning ascribed to it under recital F of this Agreement;

"Project" shall have the meaning ascribed to it under recital I of this Agreement;

"Project Land" shall have the meaning ascribed to it under recital H of this Agreement;

"Relevant Plans" shall have the meaning ascribed to it under recital G of this Agreement;

"RERA Act" shall mean Act No. 16 of 2016 called as Real Estate (Regulation and Development) Act, 2016;

"Reserved Car Parking Space(s)" shall mean a reserved car parking area on the Project Land as described in the **Schedule C** hereunder written for parking of vehicle of the Sub-Lessee, which may be in Basements and / or stilt / open surface;

"Sanction Letter" shall have the meaning ascribed to it under recital K of this Agreement;

"SDZs" shall have the meaning ascribed to it under recital B of this Agreement;

"Services" shall for the purpose of this Agreement, mean water supply, drainage systems, electrical plants appliance and cabling, ventilation for the Building, lift wells for installation of lifts, firefighting systems, etc., the provisioning for which is done in the RCC structure of the Building;

"Structural Defect" shall mean any defects / damages caused to the structure of the Building, Common Amenities due to poor workmanship or poor quality of material used or due to provisioning of Services in the Building by reason of which the Sub-Lessee is prevented from the use and enjoyment of the Unit or the Common Area. Provided however, it shall not include defects / damages caused due to any latent defects in the material supplied or due to any defects / damages caused by action of the Sub-Lessee of the Unit or due to the following events: -

- Acts of God such as floods, cyclones, lightning strikes, earthquake, drought, storm or any other effect of natural elements, pandemic, epidemics, famine or plague;
- Acts of war, hostilities (whether war be declared or not), invasion, act of foreign enemies, armed conflict blockade, embargo, revolution, rebellion, riot, insurrection, civil commotion, insurrection, acts of terrorism or sabotage whether inside or directly involving India or outside and / or not directly involving India, military or usurped power or civil war / disorders;
- Radioactive contamination or ionizing radiation; and
- Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof;

"TDS" shall mean Tax Deducted at Source;

"Total Consideration" shall have the meaning ascribed to it under clause 2.1 of this Agreement

"Unit" shall mean the unit allotted to the Sub-Lessee in the Project, more particularly described in **Schedule A** hereunder;

"Unit Specifications" shall mean the fixtures, fittings and amenities to be provided in the Unit and more particularly detailed under **Schedule B** annexed herewith;

"UP RERA Authority" shall have the meaning ascribed to it under recital N of this Agreement;

"U.P. RERA Rules" shall mean the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016 as amended from time to time;

"U.P. Act" shall mean the Uttar Pradesh Unit (Promotion of Construction, ownership and Maintenance) Act, 2010;

"YEIDA" shall have the meaning ascribed to it under recital A of this Agreement.

2. TOTAL SALE PRICE AND SUB-LEASE TERM

2.1. That in consideration of an amount of **INR [●]/- (Indian Rupees [●] Only)** (hereinafter referred to as **"Total Consideration"**) paid by the Sub-Lessee to the Sub-Lessor, the receipt whereof the Sub-Lessor hereby admits and acknowledges, and the Sub-Lessee agreeing to observe and perform the terms and conditions herein contained and as contained in the agreement to sub-lease dated [●], the Principal Lease Deeds, and the Imperia Sub-Lease Deed, the Sub-Lessor doth hereby sub-leases on to the Sub-Lessee and the Sub-Lessee takes on sub-lease the Unit, together with the Reserved Car Parking Space(s) and proportionate indivisible share in the Common Areas, including all easementary rights attached thereto along with right to use the general commonly used areas and facilities earmarked for common use of all the occupants within the Project. Further, along with the Unit, the Sub-Lessee shall have the exclusive rights to use the Limited Common Areas which have been assigned to the Unit and more particularly described in the **Schedule E**, if any.

It is hereby agreed that the Limited Common Areas (if applicable) shall be deemed to be an indivisible part of the Unit and the Sub-Lessee shall not have the right to sell / transfer / transact in the said Limited Common Areas.

2.2. That the Sub-Lessor hereby grants the sub-lease of the Unit to the Sub-Lessee, for the unexpired term / period of the sub-lease term recorded in the Imperia Sub-Lease Deed.

2.3. The Sub-Lessee, as required under the provisions of section 194-IA of the Income Tax Act, 1961, (or under any statutory modification or re-enactment of such provision) has deducted TDS from the Total Consideration and deposited the TDS amount with the Competent Authority. The Sub-Lessee shall without fail within 30 (thirty) days from the date of execution of this Agreement, furnish a signed original copy of the TDS Certificate (Form 26QB) to the Sub-Lessor. In the event the Sub-Lessee fails to deposit the TDS amount with the Competent Authority within the stipulated period or fails to furnish to the Sub-Lessor the signed original copy of the TDS certificate within the period specified herein, then in such event, the Sub-Lessee shall be liable to bear and pay interest to the Sub-Lessor on account of delay and to compensate the Sub-Lessor for any loss caused to them due to non-payment or delayed payment of the TDS.

2.4. The Sub-Lessee shall also be liable to compensate the Sub-Lessor for any interest / penalty / loss incurred by the Sub-Lessor on account of the Sub-Lessee(s) failure and / or delay to reimburse any applicable taxes, duties, levies, cesses, statutory charges etc. including GST within 15 (fifteen) days of being called upon by the Sub-Lessor.

2.5. The Sub-Lessee hereby agrees that he / she / they / it shall also be liable to pay all taxes, levies, statutory charges etc. including GST imposed on or applicable to the transfer of the sub-leasehold rights of the Unit with retrospective effect or as a result of statutory interpretation of any existing provision of law in respect of levying such taxes, levies and statutory charges.

3. POSSESSION OF THE UNIT AND PROPORTIONATE SHARE IN COMMON AREAS

- 3.1. The vacant and peaceful possession of the Unit has been delivered to the Sub-Lessee simultaneously with the execution and registration of this Agreement, and the Sub-Lessee has satisfied himself as to the area of the Unit, quality and extent of construction and the specifications in relation thereto and the Sub-Lessee has agreed not to raise any dispute at any time in future on this account.
- 3.2. The Sub-Lessee undertakes to put to use the Unit exclusively for the residential use only and for no other use / mixed use whatsoever. The use of the Unit other than residential will render this Agreement liable for cancellation and the Sub-Lessee will not be entitled to any compensation whatsoever.
- 3.3. The Sub-Lessee acknowledges and confirms that the Sub-Lessee shall be entitled only to the covered area of Unit and he shall not claim exclusive rights, title or claim over any part of Common Areas or Common Amenities or Limited Common Area or independent common area as mentioned and filed in the Deed of Declaration as per the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 pertaining to the Project.
- 3.4. That except for the transfer of Unit all common easementary rights attached therewith, the entire Common Areas and Common Amenities and its adjoining areas including the unclotted terrace / roof, Club and facilities therein, storage areas etc., and the un-allotted areas and units, shopping areas, if any, shall remain the property of the Sub-Lessor and shall be deemed to be in possession of the Sub-Lessor, who has all the right to dispose of such properties.
- 3.5. The Sub-Lessee shall also have undivided proportionate share in the Common Areas. Since the share / interest of 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, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Sub-Lessee to use the Common Areas shall always be subject to the timely payment of Maintenance Charges and other charges as applicable. The Sub-Lessee shall not be entitled to claim partition of his / her / their / its undivided share in the Project Land, and the same shall always remain undivided and importable and unidentified.
- 3.6. It is expressly agreed by and between the Parties that the Common Areas and all the internal roads are intended for the use and benefit of all the sub-lessees, occupants and users of all the units and other premises in the entire Project.
- 3.7. The Common Areas, amenities and facilities shall always remain the property of the Sub-Lessor, till the management of the Project is transferred to the Association.
- 3.8. The Sub-Lessee together with all other sub-lessees in the Project will not have any individual right

in Common Areas and other amenities and facilities built or provided in the Project for the common use and enjoyment of all the sub-lessees.

- 3.9. The Sub-Lessor shall have the right to put hoardings, neon signs or communication equipment in its name or in the name of its affiliates in the Common Areas of the Project.
- 3.10. It is agreed and accepted by the Sub-Lessee that central green lawns, parks and other Common Areas are not permitted to be used for organizing personal functions such as marriages, birthday parties or any other personal event / program. The designated areas in the Club House may be used by the Sub-Lessee for organizing meetings and small functions against payment of nominal charges and complying with certain formalities laid down by the Maintenance Agency from time to time, subject to rules and policy framed for the purpose.

4. MAINTENANCE CHARGES AND FIT-OUTS

- 4.1. By executing this Agreement, the Sub-Lessee agrees and consents to the appointment of [●] or any other agency, firm, corporate body, organization or any other person nominated by the Sub-Lessor (hereinafter referred to as "**Maintenance Agency**") to manage, upkeep and maintain Project developed on the Project Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Sub-Lessor may require to install, operate and to maintain Common Areas and Common Amenities. The Sub-Lessee hereby agrees and undertakes to execute maintenance agreement with the Maintenance Agency as and when called upon by the Sub-Lessor / Maintenance Agency (hereinafter referred to as "**Maintenance Agreement**"). The Maintenance Agency shall also be entitled, to collect the common area maintenance charges, maintenance deposit, outgoings, provisional charges, taxes, levies and other amounts in respect of the Project developed on the Project Land. The Sub-Lessor hereby reserves its right to remove, nominate and appoint new Maintenance Agency for maintenance, upkeep, management and control of the Project, at its sole discretion, and without any concurrence from Sub-Lessee / Association. It is hereby clearly clarified, agreed and understood that the Maintenance Agency shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the Association. The Sub-Lessee hereby grants his / her / their / its unequivocal and unconditional consent confirming agreement /contract / arrangement that the Sub-Lessor has or may have to enter into with the Maintenance Agency (hereinafter referred to as "**FM Agreement**"). It is hereby clarified that the Sub-Lessee agrees and authorizes the Sub-Lessor to appoint the Maintenance Agency for the Project, and post formation of the Association, the Sub-Lessor will novate the FM Agreement in favor of the Association. Post expiry of the tenure of the FM Agreement, the Association shall have the option to either continue with the Maintenance Agency or appoint a new Maintenance Agency, provided that prior written consent of all the sub-lessees of the units in the Project, is obtained for deciding discontinuation / non-renewal of the FM Agreement as per the terms of such agreement including the obligations / penalties / liabilities etc. or appointment of a new Maintenance Agency. It is further expressly understood that the Sub-Lessor shall not in any manner be accountable, liable or responsible to any person including the Sub-Lessee / Association, for any act, deed, matter or thing committed or omitted to be done by the Maintenance Agency in the due course of such maintenance, upkeep, management and control of the Project.
- 4.2. The Sub-Lessee agrees and undertakes that on receipt of possession, the Sub-Lessee shall carry out any fit-out works / interior work strictly, in accordance, with the rules and regulations framed

by the Sub-Lessor / Maintenance Agency / Association (hereinafter referred to as "**Fit-Out Manual**") and without causing any disturbance, to the other purchasers of units in the Project. The Fit-Out Manual will be shared at the time of handing over possession of the Unit. The Sub-Lessee hereby indemnifies and agrees to always keep saved, harmless and indemnified, the Sub-Lessor (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Sub-Lessor or which the Sub-Lessor may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Unit and (ii) for all costs and expenses incurred by the Sub-Lessor for instituting any legal proceedings for recovery of such costs / charges and expenses incurred by it for rectification / restoration to the Unit.

- 4.3. That the maintenance charges of the Project are applicable and payable by the Sub-Lessee. The Sub-Lessee will execute a separate Maintenance Agreement and shall be bound by all the covenants and conditions recorded therein.
- 4.4. The up-keeping and maintenance of the Project shall be carried out by the Maintenance Agency till it be handed over to the Association as mentioned in U.P. Act.
- 4.5. For the enjoyment and maintenance of the Common Areas and facilities of the Project, the Sub-Lessee shall be liable to pay the IFMS Charges (payable one time) and the proportionate Maintenance Charges per month of such area and facilities as may be fixed by the Sub-Lessor and / or the Maintenance Agency and / or the Association from time to time. The Sub-Lessee agrees and confirms that the IFMS Charges and Maintenance Charges are in addition to the Total Consideration and the same shall have to be paid by the Sub-Lessee.
- 4.6. The Sub-Lessee agrees that it shall be liable to make payment of the maintenance charges irrespective of whether the Sub-Lessee is in occupation of the Unit or not.
- 4.7. The Sub-Lessee agrees and understands that the right of entrance to the Unit shall be subject to the payment of the Maintenance Charges and performance of all the covenants of these presents or as may be imposed by the Sub-Lessor or the Maintenance Agency appointed by the Sub-Lessor / its nominees from time to time.
- 4.8. The Sub-Lessee further consents that the Maintenance Agency shall not be held responsible to pay any liability arising on account of statutory charges and the statutory taxes / levies / duties of whatsoever nature for the said Unit / Building / Project.

5. RESERVED CAR PARKING SPACE(S)

- 5.1. The Sub-Lessee agrees and confirms that all open surface parking spaces shall form part of the Common Areas and will be dealt with in accordance with the Applicable Law. The Sub-Lessee further agrees and undertakes that he shall not be entitled to raise any objections towards the identification and allotment / allocation of parking space(s) allotted and as recorded under this Agreement, at any time and shall not challenge the same anytime in future. The Sub-Lessee agrees and acknowledges that the Sub-Lessor shall deal with the parking space(s) in the manner the Sub-Lessor and / or the Association deems fit, subject to the Applicable Law and the terms of bye-laws and constitutional documents of the Association.

- 5.2. The Sub-Lessee acknowledges that he / she / they / it cannot sell and / or transfer the Reserved Car Parking Space(s) allotted to him / her / them / it independently and the same shall at all times, form an indivisible part of the Unit and maybe transferred by the Sub-Lessee only with the Unit.
- 5.3. It is agreed between the Parties that the Unit along with Reserved Car Parking Space(s) shall be treated as a single indivisible unit for all purposes and cannot be sold or transferred independently.
- 5.4. All un-allotted reserved car parking spaces in the Project, if any, shall continue to remain the property of the Sub-Lessor and shall remain in possession of the Sub-Lessor. It shall be upon the Sub-Lessor's discretion to allot / use / sell such un-allotted spaces that continue to remain with the Sub-Lessor.

6. REPRESENTATIONS OF THE SUB-LESSEE

The Sub-Lessee hereby represents and warrants that:

- 6.1. The Sub-Lessee shall be liable to pay on demand municipal tax, property tax, lease rent, water tax, sewerage tax, GST, other annual rent, taxes, compensation to the farmers, metro cess, cess, charges, levies and impositions, levied by YEIDA and / or any other local or statutory authority (directly or indirectly) from time to time in proportion to the area of the Unit from the date of allotment of the Unit by the Sub-Lessor and shall be borne solely by the Sub-Lessee. This would include all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the validity of this Agreement be assessed, charged or imposed upon the Unit hereby transferred.
- 6.2. The Sub-Lessee agrees that till the time each unit in the Project is not separately assessed for the taxes, duties etc., the Sub-Lessee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the Unit to the Maintenance Agency or to the Sub-Lessor, who on collection of the same from all the sub-lessees of the Project shall deposit the same with the concerned authority / YEIDA.
- 6.3. The Sub-Lessee shall not raise any construction whether temporary or permanent or make any alteration or addition or sub-divide or amalgamate the Unit. The Sub-Lessee shall not remove any walls or increase the area of the of the Unit whether temporary or permanent in nature including load bearing walls and all the walls / structures of the same shall remain common between the Sub-Lessee and owners of the adjacent dwelling units.
- 6.4. The Sub-Lessee shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the Unit / Project in any form. The Sub-Lessee shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any change in the exterior side of the doors and windows and shall not carry out any change in the exterior elevation and design. The Sub-Lessee shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the exterior façade of the Building or any grills, pots or plants outside windows or doors or anywhere on the exterior or in the Common Areas and Common Amenities or on the external façade of the Project. The Sub-Lessee will not erect or permit to be erected on any part of the Unit any

stables, sheds or other structures of description whatsoever for keeping horse, cattle, dogs, poultry or other animals except and in so far as may be allowed by the YEIDA in writing. The Sub-Lessee / its tenant shall not display or exhibit any picture poster, statue or their articles which are repugnant to the morals or are indecent or immoral. The Sub-Lessee / its tenant shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the Unit / Building / Project, except what was allowed by Sub-Lessor.

- 6.5. The Sub-Lessee shall not (i) use the Unit (including the Limited Common Area, as applicable) or permit the same to be used for any purpose other than residential use and (ii) use the Reserved Car Parking Space(s) for any other purpose than parking vehicles or use the Unit and the Reserved Car Parking Space(s) for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other units or for any unauthorized or illegal or immoral purposes / in violation of any provision of law applicable thereto. Further, the Sub-Lessee shall not use or permit the same to be used for any purpose other than permissible under any law for the time being in force.
- 6.6. The Sub-Lessee will obey and submit to all directions, issues and regulations made by the YEIDA, Sub-Lessor, and / or Maintenance Agency now existing or herein after to exist so far as the same are incidental to the possession of the Unit or so far as they affect the health, safety or convenience of the other inhabitants of the Project.
- 6.7. The Sub-Lessee shall not in any manner whatsoever encroach upon any of the Common Areas and Common Facilities 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. All unauthorized encroachments or temporary / permanent constructions carried out in the Common Areas and Common Facilities shall be liable to be removed at his / her / their / its own cost by YEIDA or by the Sub-Lessor and/or by the Maintenance Agency. The charges levied by YEIDA or by the Sub-Lessor and / or by the Maintenance Agency in this regard shall be final and binding on the Sub-Lessee.
- 6.8. The Sub-Lessee shall not interfere in the right of the Sub-Lessor over the usage of fire-fighting system including the water reservoir and the STP units which is to be used as common between the buildings of the Project.
- 6.9. The Sub-Lessee shall, upon the determination of the sub-lease term, peaceably yield up the proportionate interest in the Project Land over which the Project has been constructed, unto the Sub-Lessor without removing the superstructure constructed on the Project Land.
- 6.10. The Project, along with Common Areas and Common Amenities, may be insured against risks such as fire, earthquake, riot, natural calamities, and civil commotion, by the Sub-Lessor or the Maintenance Agency, at the cost and expense of the Sub-Lessee. All sub-lessees / occupiers of the units in the Project shall be liable to pay and continue to pay their proportionate share of the insurance charges incurred by the Sub-Lessor or the Maintenance Agency. The Sub-Lessee shall not do, or permit to be done, any act that may render any insurance on any part of the Unit or the Project void or voidable or cause an increase in the insurance premium.
- 6.11. The Sub-Lessee shall maintain the Unit including walls and partitions, sewers, drains, pipes, and terrace areas (if any) thereto in good tenantable repairs, state, order and conditions in which it is delivered to him and in particular so as to support, shelter and protect the other parts of the

Building. Further, the Sub-Lessee agrees and acknowledges that since the Unit is constructed using conventional cast/ pre-case technology, the Sub-Lessee shall do routine maintenance of the Unit. Further, he will allow the Maintenance Agency access to and through the Unit for the purpose of maintenance of water tanks, plumbing, electricity and other items of common interest, etc. Further, the Sub-Lessee will neither himself permit anything to be done which damages any part of the adjacent unit/s, etc., nor violates the Applicable Laws or bye-laws of the Association.

- 6.12. The Sub-Lessee may get insurance of the contents installed/stored in the Unit at his / her / their / its own cost and expense. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in the Unit / Project or any part thereof. The Sub-Lessee shall always keep the Sub-Lessor and / or its Maintenance Agency and / or Association, harmless and indemnified for any loss and / or damages in respect thereof.
- 6.13. The Sub-Lessee may undertake minor internal alterations in his / her / their / its Unit only with the prior written approval of the Sub-Lessor. The Sub-Lessee shall not be allowed to affect any of the following changes / alterations:
- (i) Changes, which may cause damage to the structures (columns, beams, slabs etc.) of any part of adjacent units. In case damage is caused to an adjacent unit or common area, the Sub-Lessee will get the same repaired at its own cost.
 - (ii) Changes that may affect the façade of the Unit / Building / Project (e.g. changes in windows, tampering with external, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
- 6.14. That the Sub-Lessee shall strictly observe the following points to ensure safety, durability and long-term maintenance of the Unit / Building:
- (i) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
 - (ii) All the plumbing problems should be attended only by qualified or experienced plumber in the Unit. The plumbing network inside the Unit is not tampered with or modified in any case.
 - (iii) All the external disposal services to be maintained by periodical cleaning.
 - (iv) No alterations will be allowed in elevation, even of temporary nature.
 - (v) Any electrical wiring/ cable changes should be made by using good quality material as far as possible and same should be carried out by licensed electrician.
 - (vi) Sub-Lessee shall not cover the balcony / terrace of his / her / their / its Unit by any structure, whether permanent or temporary.
 - (vii) The Sub-Lessee shall ensure that all water drains in the Unit (whether in terraces, balconies, toilets or kitchen) are periodically cleaned, i.e., they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.
 - (viii) Sub-Lessee should avoid random parking of his / her / their / its vehicle and use only the Reserved Car Parking Space(s).
 - (ix) In case Sub-Lessee rents out the Unit, he is required to submit all details of the tenants to the Maintenance Agency / Association. The Sub-Lessee will be responsible for all acts of omission and commission of his tenant. The Maintenance Agency / Association can object to renting out the Unit to persons of objectionable profile.

- (x) Sub-Lessee is not allowed to put the grills in the Unit as per individual wish, only the designs approved by the Sub-Lessor will be permitted for installation.
- 6.15. That the Sub-Lessee and all other persons claiming under him shall ensure that the Unit is kept in good shape and repairs and that no substantial material damage is caused to the Unit and / or the sanitary / water / electricity works therein.
- 6.16. The Sub-Lessee shall have no right to object to the Sub-Lessor constructing and / or continuing to construct other buildings / flats / dwelling units adjoining the Unit / Building. If at any stage further construction in the Project, becomes permissible, the Sub-Lessor shall have the sole right to undertake and dispose of such construction without any claim or objection from the Sub-Lessee.
- 6.17. The Sub-Lessee shall not store in the Unit and / or Reserved Car Parking Space and / or within the Common Areas of the Project, and / or within Limited Common Area (as applicable), any goods which are of hazardous, combustible or dangerous nature or are so heavy as to cause danger to the construction or structure of the Building or storing of which goods is objected to by the concerned local / other authority / Association.
- 6.18. The Sub-Lessee shall not carry or cause to be carried heavy goods, which may damage or likely to damage the staircase, common passage or any other structure of the Building and the Unit, including entrances of the Building in which the Unit is situated and in case any damage is caused to the Building in which the Unit is situated or to any residential unit on account of negligence or default of the Sub-Lessee in this behalf, the Sub-Lessee shall be liable for the consequences of the breach.
- 6.19. The Sub-Lessee shall not without the written permission of the Lessor/s or their authorized agent, make any additions or alterations in the Unit and / or balconies / terraces and / or Reserved Car Parking Space(s) or cause any damage to or nuisance in the Project in any manner and shall keep the portion, sewers, drains and pipes in the Unit and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, or other structural members in the Unit / Building without the prior written permission of the Sub-Lessor and / or Association. If the alteration / addition requires any permission from the authorities, then the same shall be obtained by the Sub-Lessee at his own costs, risks and consequences.
- 6.20. The Sub-Lessee shall not cause any nuisance or annoyance to the neighbors and / or to the other occupants / owners of the units in the Project.
- 6.21. The Sub-Lessee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit, in the passage, in the compound of any portion of the Project.
- 6.22. The Sub-Lessee shall not do or suffer to be done anything in or about the Building and/or the Unit and/or on the staircases and /or fire escape passage and/or the common passages which may be against the rules or regulations and bye-laws of the Association and / or any Competent Authority.
- 6.23. The Sub-Lessee shall not let, sub-let, transfer, assign or part with the Unit, interest or benefit of

this Agreement or part with the possession and / or personal license of the Unit until (i) payment of any transfer charges as imposed transfer fees / charges; and / or (ii) the Sub-Lessor has in writing permitted the Sub-Lessee to do so which permission the Sub-Lessor may give only if the Sub-Lessee has / have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement. It is hereby clarified that, in the event any permission is required to be obtained from YEIDA in this regard, the Sub-Lessee shall be solely responsible for obtaining such permission at its own cost and expense, and the same shall be procured prior to seeking any corresponding approval from the Sub-Lessor.

- 6.24. The Sub-Lessee shall pay to the Sub-Lessor within 7 (seven) days of demand by the Sub-Lessor, his share of security deposit charges / premium demanded by the concerned local authority or Government for giving water drainage, electricity or any other service connection to the Building in which the Unit is situated.
- 6.25. The Sub-Lessee shall observe and perform all the rules and regulations which the Association may frame at its inception and the addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Building and the Unit and on the observance and performance of Applicable Laws for the time being of the Competent Authority.
- 6.26. The Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in this Agreement, Imperia Sub-Lease Deed, Principal Lease Deeds, approvals / directions issued by YEIDA and the terms & conditions of allotment letter issued to the Sub-Lessee and punctually observe the same in respect of the Unit purchased by him / her / them / it.

7. REPRESENTATIONS OF THE SUB-LESSOR

- 7.1. That the Unit is free from all sorts of encumbrances, liens and charges, etc., except those created at the request of the Sub-Lessee himself to facilitate his loan / financial assistance for purchase of the Unit, if any.
- 7.2. If within a period of 5 (five) years from the date of handing over the Unit to the Sub-Lessee, the Sub-Lessee brings to the notice of the Sub-Lessor, as the case may be, any Structural Defect in the Unit or in the Building in which such Unit is situated then, wherever possible such defects shall be rectified by the Sub-Lessor within 30 (thirty) days at its own cost and in case it is not possible to rectify such defects then the Sub-Lessee shall be entitled to receive from the Sub-Lessor compensation for such defect in the manner as provided under the RERA Act.
- 7.3. The Sub-Lessor has absolute, clear and marketable title with respect to the Project Land.
- 7.4. There are no litigations pending before any Court of law or authority with respect to the Project Land, Project or the Unit.
- 7.5. All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, Project Land and Unit are valid and subsisting and have been obtained by following due process of law.
- 7.6. The Sub-Lessor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Sub-Lessee created

herein, may prejudicially be affected.

7.7. The Sub-Lessor confirms that it is not restricted in any manner whatsoever from sub leasing the Unit to the Sub-Lessee in the manner contemplated in this Agreement.

8. ASSIGNMENT/TRANSFER OF THE UNIT

8.1. That the Sub-Lessee shall not sell, transfer or assign, mortgage or sublet the whole or any part of the Unit to anyone except with the previous consent in writing of YEIDA and Sub-Lessor and on such terms and conditions including the payment of the transfer charges / fees as may be decided by YEIDA and Sub-Lessor from time to time and shall have to follow the rules and regulations prescribed by the YEIDA in respect of leasehold properties.

8.2. That whenever the title of the Sub-Lessee in the Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Agreement, Imperia Sub-Lease Deed, Principal Lease Deeds, approvals/directions issued by YEIDA, the terms and conditions of allotment letter issued to the Sub-Lessee and the Maintenance Agreement and the Sub-Lessee will be answerable in all respects to YEIDA therefore in so far as the same may be applicable and relate to the Unit.

8.3. (a) That whenever the title of the Unit is transferred in any manner whatsoever, the transferor and transferee shall within 02 (Two) months of transfer give notice of such transfer in writing to the Maintenance Agency, subject to obtaining the prior approval of YEIDA and the Sub-Lessor. It will be the responsibility of the transferor to pay the outstanding maintenance dues and other charges payable to the Maintenance Agency and obtain the no dues certificate from the Sub-Lessor or its nominee or the Association, as the case may be and no dues for the Society Maintenance from the Sub-Lessor or its nominee(s) before effecting the transfer of the Unit, failing which the transferee occupying the Unit shall have to pay the outstanding dues to the Maintenance Agency.

(b) In the event of death of the Sub-Lessee, the person on whom the rights of the deceased devolve by law of succession shall, within 03 (Three) months of devolution give notice of such devolution to YEIDA and the Sub-Lessor/Maintenance Agency/Association (as the case may be). The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Sub-Lessor or any other government agency.

(c) The transferee or the person on whom the title devolves as the case may be, shall furnish to the YEIDA / Sub-Lessor (as the case maybe) and to the nominated Maintenance Agency certified copies of documents evidencing the transfer or devolution.

8.4. That notwithstanding the reservations and limitations, the Sub-Lessee shall be entitled to sublet/rent the Unit for purposes of private dwelling only in accordance with the Applicable Law.

9. WATER, ELECTRICITY AND OTHER UTILITIES

9.1. That the electricity supply to the Unit shall be provided by the [●]. It is permissible for Sub-Lessee to obtain individual electricity connection for his / her / their / its Unit together with a separate electricity meter for which the necessary charges for obtained connection, security and user charge

shall be payable directly by the Sub-Lessee to [●]. In case any charge is paid such as cost of communication infra, electrical meter, meter charges or any charges required to be paid for each Unit to any [●] by the Sub-Lessor on behalf of the Sub-Lessee, then the same shall, promptly and without any delay of demur, be reimbursed, on demand, to the Sub-Lessor by the Sub-Lessee. The Sub-Lessor has provided the power backup with respect to the Project. The maintenance of the power backup will be undertaken by the Sub-Lessor / Association and the expenses for the maintenance of power backup will be borne by the Sub-Lessee from his / her / their / its own cost / expenses. In the event, the Sub-Lessee intends to install solar panel / system on the roof top, the entire cost of infrastructure and installation will be borne by the Sub-Lessee. It is hereby clarified that all such installations shall be made in accordance with the Applicable Laws and the guidelines issued by YEIDA.

- 9.2. Water supply to the occupants / unit holders of the Project will be made available from Greater Noida Jal Board or any other available source as may be permitted by the authorities concerned. Sub-Lessee is prohibited from installing pumps to boost water supply or applying for independent water connections other than the connections made available by the Sub-Lessor. The cost of supply of additional water by tankers or otherwise, if required, shall be borne by the Sub-Lessee of the units in the Project.

10. CLUB HOUSE

- 10.1. The Sub-Lessee shall pay the Sub-Lessor Rs. [●]/- (Rupees [●] Only) by way of club membership charges (hereinafter referred to as "**Club Membership Charges**") plus applicable taxes thereon.
- 10.2. The Sub-Lessee shall pay annual subscription and applicable usage charges with applicable taxes thereon to the Sub-Lessor, as prescribed from time to time and also abide by rules and regulations framed by the Sub-Lessor or the Association as applicable or its nominated agency for management of the Club House (as the case may be). It is further expressly agreed and understood that the Club House shall be used by the Sub-Lessee and occupiers of the other units in the Project and is for the exclusive beneficial use of the sub-lessees / occupiers of such units only and no other person(s).
- 10.3. The bonafide guests of the Sub-Lessee and / or the other occupants of the units in the Project may be permitted (if the management of the Club House so decides) to use the Club House, along with them, on such terms and conditions as the management of the Club House may decide from time to time.
- 10.4. The membership of the Club House shall be in the name of the Sub-Lessee of the Unit only (i.e., no corporate membership). However, if the Sub-Lessee is other than an individual, it will be required to nominate the occupier of the Unit, who, while in occupation of the Unit will be entitled to use the Club House.
- 10.5. The Sub-Lessee understands and accepts that the membership of the Club House is an amenity and an integrated part of sub-lease of the Unit. Each member shall have the right to use the Club House and its facilities on observance of rules and regulations of the Club House. No right or lien of any nature whatsoever will be created or deemed to be created in favour of members, in respect of either the fixed or movable assets of the Club House.

- 10.6. The tenants / licensee of the Sub-Lessee of the Unit within the Project shall be eligible for temporary membership of the Club House. However, such occupier may be charged extra for usage of the Club House at the discretion of the management of the Club House.
- 10.7. The detailed terms and conditions of membership and rules and regulations governing the use of the Club House facilities will be formulated and circulated in due course before the Club House is made operational. The Sub-Lessee shall abide by the rules and regulations as amended from time to time and shall under no circumstance create a hinderance or obstruction for the other occupants to use the Club House.
- 10.8. The Club House will be managed, operated and maintained initially by the Sub-Lessor / Maintenance Agency till the formation of the Association. Once the Association is formed, the Club House will be managed by the Association. The operational costs / charges of the Club House will be included in the Maintenance Charges and will be as determined from time to time by the Maintenance Agency and / or the Association, as the case may be.
- 10.9. The annual subscription for the Club House payable to the Sub-Lessor / Maintenance Agency and / or Association will be fixed by the Sub-Lessor and / or Association having regard to the expenses incurred by them and it may be charged to the sub-lessees of units on equal basis in the Project.

11. FORMATION OF ASSOCIATION

- 11.1. The Sub-Lessee shall become a member of the Association. The Sub-Lessee shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Unit, Reserved Car Parking Space(s) and Limited Common Area and Common Areas and facilities in the Project.
- 11.2. That it shall be incumbent on Sub-Lessee to form and join the Association for the purpose of management and maintenance of the Project as per provided in the U.P. Act. Only common services and Club House shall be transferred to the Association.
- 11.3. The Sub-Lessee is aware and acknowledges that the Sub-Lessor shall have the right to decide the nature of the Association, whether to form a society of which the sub-lessees of the Project shall become members.
- 11.4. The Sub-Lessee along with other owners / occupiers of units and other premises in the Project shall join in forming and registering the Association to be known by such name as the Sub-Lessor may decide and for this purpose also from time to time sign and execute the application for registration and / or membership and other papers and documents necessary for formation and the registration of such Association and for becoming members, including the bye-laws of the proposed Society or Association or Memorandum of Association of such company and duly fill in, sign and return to the Sub-Lessor within 07 (seven) days of the same being forwarded by the Sub-Lessor to the Sub-Lessee, so as to enable the Sub-Lessor to register the Association as contemplated under the RERA Act. No objection shall be taken by the Sub-Lessee if any changes or modifications are made in the draft bye-laws, or the Memorandum and or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, or any other Competent Authority as the case may be.

- 11.5. The Sub-Lessor assures the Sub-Lessee that the Project in its entirety is in accordance with the provisions of the U.P. Act.
- 11.6. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of the deed of conveyance / sub-lease in favour of the Association shall be borne and paid by the Association in the same proportion as the Carpet Area of the Unit bears to the total carpet area of the units in the Project.
- 11.7. All the sub-lessees and / or occupiers of the units in the Project shall hand over the waste generated to the approved dismantler or recycler or shall return the waste to the pick-up or take back services provided by the producers under extended producers responsibility as per E-Waste (Management and Handling) Rules, 2011 or any statutory modification or re-enactment. The liabilities shall arise to do so from the date the Sub-Lessee is / are offered the possession of his / her / their / its Unit.
- 11.8. The name of the Project developed over the Project Land is "***The Sephyra***" and the same shall not be changed by the Association. It is clarified that, the Sub-Lessor shall never be liable or required to pay any transfer fees and / or any amount, compensation whatsoever to the Association in respect of the sub-lease / sale / transfer of the unsold units or resale of any units in the event of cancellation of earlier sale, even after the execution of the deed of conveyance / sub-lease deed in favour of the Association.
- 11.9. The Club House shall be transferred to the Association upon completion of the construction and development over the Project Land. The Sub-Lessee and other occupants shall abide by such rules and regulations for use of the Common Areas, the Club House, if any and other amenities and facilities as may from time to time be framed by the Sub-Lessor and / or the Association. However, the Sub-Lessor and the Association shall be entitled to collect from the Sub-Lessee the proportionate share of outgoings for the upkeep and maintenance of the Common Areas, Club House, and other amenities and facilities (if any).

12. GENERAL CLAUSES

- 12.1. That YEIDA and/or the Sub-Lessor and /or the Maintenance Agency and its employees shall have the right to enter into and upon the Unit, in order to inspect, carry out repair work from time to time and at all reasonable times of the day after giving 03 (three) days prior notice to the Sub-Lessee, except in case of emergency during the term of this Agreement.
- 12.2. That the provisions of Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 and Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Rules, 2011 and all other rules, regulations and statutory laws, wherever applicable, will be observed and complied with by all the Parties.
- 12.3. That YEIDA shall be entitled to recover all dues payable to it under the Agreement by the Sub-Lessee as arrears of land revenue without prejudice to its other rights under any other law for the time being in force.

- 12.4. The provisions of U.P. Industrial Area Development Act, 1976 and any rules / regulations framed under the Act or any direction issued shall be binding on the Parties.
- 12.5. That in case of any breach of the terms and conditions of this Agreement by the Sub-Lessee, and/or breach of terms and conditions of the Principal Lease Deeds, Imperia Sub-Lease Deed, approvals / directions issued by YEIDA and terms and conditions of allotment for Unit, YEIDA and the Sub-Lessor (as the case maybe), shall have the right to re-enter the Unit after determining the lease hold rights in respect thereof. On re-entry of the Unit, if it is occupied by any structure built unauthorized by the Sub-Lessee, YEIDA and the Sub-Lessor (as the case maybe), will remove the same at the expense and the cost of the Sub-Lessee. Before exercising the right of re-entry, due notice to the Sub-Lessee shall be given by YEIDA and the Sub-Lessor (as the case maybe), to rectify the breaches within the period stipulated by YEIDA and the Sub-Lessor (as the case maybe).
- 12.6. That all notices, orders and other documents required under the terms of the Sub Lease or under the Uttar Pradesh Industrial Development Act, 1976 (U.P. Act NO. 6 of 1976) or any rule or regulation made or directions issued there under shall be deemed to be duly served as provided under section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act (re-enactment with modifications) 1974 (U.P. Act No. 30 of 1974).
- 12.7. That the declaration as provided in the Section 12 of U.P. Act has been submitted by the Sub-Lessor in the office of Competent Authority in respect of the Building.
- 12.8. That YEIDA reserves the right and title to all mines and minerals, coals, washing gold, earth oil, quarries, in or under the Project Land and full right and power at any time to do acts and things which may be necessary or expedient for the purpose of searching, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the Project Land or for any building or structure for the time being standing there on provided always that the YEIDA shall make reasonable compensation to Sub-Lessee for all damages directly occasioned by the exercise of such rights. The decision of the YEIDA on the amount of reasonable compensation will be final and binding on the Sub-Lessee.
- 12.9. The stamp duty, registration charges, legal fees and all other costs incidental to the execution of this Agreement and any other documents to be executed in pursuance thereof shall be borne and paid by the Sub-Lessee alone.
- 12.10. The Sub-Lessee shall lodge the original hereof for registration with the concerned Sub-Registrar of Assurances, at Gautam Budh Nagar and the S u b - Lessor or their duly authorized agents shall attend such office and admit execution thereof.
- 12.11. If any provision of this Agreement shall be determined to be void or unenforceable under the Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Applicable Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 12.12. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments

and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

- 12.13. The execution of this Agreement shall be complete only upon its execution by the Sub-Lessor through its authorized signatory at the Sub-Lessor's office, or at some other place, which may be mutually agreed between the Parties at Gautam Budh Nagar. After the Agreement is duly executed by the Parties or simultaneously with the execution the Agreement, the same shall be registered at the office of the Sub-Registrar at Gautam Budh Nagar, if so required under Applicable Laws. Hence this Agreement shall be deemed to have been executed at Gautam Budh Nagar.
- 12.14. Provisions of this Agreement applicable on Sub-Lessee / subsequent sub-lessee. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and by any subsequent sub-lessees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.
- 12.15. The Sub-Lessor has assured the Sub-Lessee that the Project in its entirety is in accordance with the provisions of RERA Act, U.P. RERA Rules and the U.P. Act.
- 12.16. Only the courts in Greater Noida and the High Court at Allahabad shall have sole and exclusive jurisdiction in all matters arising out of or concerning this Agreement.

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and signatures the day and year first hereinabove written.

<u>SIGNED AND DELIVERED BY THE SUB-LESSOR:</u>	
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On behalf of Imperia Structures Limited through its authorized signatory	<hr/>
<u>SIGNED AND DELIVERED BY THE WITHIN NAMED SUB-LESSEE:</u>	
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At Gautam Budh Nagar, on this [•] day of [•], in the presence of:

WITNESSES:

1. [•]
2. [•]

**SCHEDULE – A
DESCRIPTION OF THE UNIT**

DRAFT

**SCHEDULE - B
UNIT SPECIFICATIONS**

DRAFT

SCHEDULE - C
DESCRIPTION OF THE RESERVED CAR PARKING SPACE(S)

DRAFT

**SCHEDULE – D
DISCREPTION OF COMMON AMENITIES**

DRAFT

SCHEDULE - E
DESCRIPTION OF THE LIMITED COMMON AREAS

DRAFT

DRAFT