# SUB-LEASE DEED

Premises No	:	<pre><project name=""> No in <project name=""> project</project></project></pre>
Village/ City	:	situated at Land at Jaypee Greens, G-Block Surajpur Kasna Road, Greater Noida-201306, Utta Pradesh
Carpet Area		: Sq.Mtrs. (Sq.Ft.)
Super area	;	Sq. Mtrs. ( Sq. Ft.)
Sale Consideration	:	Rs/-
Value as per Circle i	ate:	Rs/-
Stamp duty paid	:	Rs/- (As per) (Rounded off)
THIS SUB-LEASE DEED	is m	ade and entered on this day of, 20_
		- Gautam Budh Nagar, Uttar Pradesh.
BY AND AMONGST		
JAIPRAKASH ASSOC	ATES	LIMITED (having PAN-AABCB1562A), a Company duly
incorporated and v	alidly	existing under the provisions of the Companies Act,
1956 (now the Com	panie	es Act, 2013) and having its registered office at Sector-
128, Noida-201304,	U.P (	hereinafter also referred to as the "Sub-Lessor" or the
"First Party"), which	expre	ession or term shall, unless excluded by or repugnant to
the context or mear	ning h	nereof, be deemed to include its legal heirs, executors,
successors, legal re	prese	entatives and assigns, acting through its authorized
		, S/o. Mr
		or-128, Noida-201304, (U.P), duly authorized to execute

this Sub-Lease Deed on behalf of the "Sub-Lessor" and to be presented				
the	Sub-Registrar, Greater Nolda by, S/o. Mr.			
	, registered office at Sector-128, Noida-201304, (U.P)			
	behalf of the "Sub-Lessor" being his power of attorney holder vide Power of			
Att	orney dated, duly registered vide Bahi No, Jild No, Pages			
_	to, Document No with Sub- Registrar- First, Noida, (U.P).			
AN	D			
613				
M/	s.			
	(hereinafter referred to as the			
"Su	b-Lessee" or the "Second Party"), which expression or term shall, unless			
	cluded by or repugnant to the context or meaning hereof, be deemed to			
inc	lude his or her legal heirs, executors, successors, legal representatives and			
ass	igns.			
The	Sub-Lessor or the First Party and the Sub-Lessee or the Second Party shall			
ind	hild rath, be referred to as the respective Banks and a limit of the			
	ividually be referred to as the respective Party and collectively as the			
"Pc	arties".			
	arlies".  TO MOMA CHA 78			
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WH	IEREAS			
WH	IEREAS  The Sub-Lessor is seized and possessed of plots of land situated in G-Block			
WH	The Sub-Lessor is seized and possessed of plots of land situated in G-Block Surajpur Kasna Road, Greater Noida measuring 222.42 acres, 215.38			
	The Sub-Lessor is seized and possessed of plots of land situated in G-Block Surajpur Kasna Road, Greater Noida measuring 222.42 acres, 215.38 acres and 14.4565 acres aggregating to 452.26 acres (hereinafter			

- (a) Lease Deed dated June 8, 2000 in respect of 222.42 acres of land executed between GNIDA and Mussoorie Hotels Limited (now Jaiprakash Associates Limited) duly registered with the Sub-Registrar of Assurances, Gautam Budh Nagar in Book No. 246 at pages 1019 - 1052 at SI. No. 2936-2937 on 08.06.2000;
- (b) Lease Deed dated May 18, 2001 in respect of 14,4565 acres of land executed between GNIDA and Jaypee Greens Limited (now Jaiprakash Associates Limited) duly registered with the Sub-Registrar of Assurances, Gautam Budh Nagar in Book No.331 at pages 393-428 at Sl. No. 3178-3179 on 18.05.2001; and
- (c) Lease Deed dated June 8, 2000 in respect of 215.38 acres of land executed between GNIDA and Mussoorie Hotels Limited (now Jaiprakash Associates Limited) duly registered with the Sub-Registrar of Assurances, Gautam Budh Nagar in Book No.246 at pages 1053-1086 at St. No.2938-2939 on 08.06.2000.

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

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

(ii) And the Sub-Lessor is developing the Leased Land in an integrated manner as per respective plans of Land-1 and Land-2 approved by GNIDA, including interalia Golf Course with related facilities, Integrated

- Sports Complex with related facilities, Residential units, estate homes, town homes, villas, apartments, plots etc.), Commercial units (hotel/resort, restaurants, offices, shops, clubs), Institutions and services like access roads, water supply, sewerage & drainage systems, electricity cable network etc and their connectivity to the individual properties.
- (iii) And the Sub-Lessor is, interalia, developing various types of residential units in Leased Land as per the Layout Plans approved by Greater Noida Industrial Development Authority vide letter No. PLG/ (BP) 907 Rec-439 dated 1.10.2008 as amended vide letter no. PLG/ (BP) -907-(S)/Rec/OPA-5578 dated 14/8/2012 for Land-1 and vide letter no. PLG/ (BP) 908 Rec-403 dated 10.09.2008 as amended vide letter no. PLG (BP) BP-908-(S)/Rec/OPA-5571 dated 14/8/2012 for Land-2 (hereinafter referred to as "Development Plans").
- (iv) Greater Noida Industrial Development Authority (GNIDA) has approved the Building Plans for the development of the Estate Homes/Villas on the Leased Land.

	Building			3/		written and <b>Loc</b> ter referred to	
	10-050						
(vi)		isions of the RE		the Real	Estate R	ongoing Projec egulatory Auth	
(vii)	extent o permissib had desi	f <b>\$q. Mi</b> le Super Area	rs. ( of : ut the bala	Sq. Ft.) o	f Super	mised Premises Area out of th q. Ft.). The Sub- on his own as p	e total -Lessee
(viii)						balance part Plans at his own	
(ix)						by the Sub-Less	
	Ft.) of Sup		Sub-Lessor	, the Sub-	<b>Lessor</b> ho	Sq. Mfrs. ( is agreed to trai sed Premises.	
N	OW THEREF	ORE, THIS DEED	WITNESSETH	AS UNDE	R:		
1.	Rs	Sub-Lessee	having _/-(Rupees	The second second	Source State	Consideration	Only),
						owledges and or r hereby transfe	

of Property and as per Location & Building Plan attached as Annexure—
and sub-leases \_\_\_\_\_\_ Sq. Mtrs. of land to the Sub-Lessee for the unexpired part of 94 Years, commencing from 08.06.2000, together with the rights, easements and appurtenances, on the Sub-Lessee agreeing to observe and perform the terms and conditions mentioned hereinafter.

- The vacant physical possession of the Demised Premises has already been given by the Sub-Lessor to the Sub-Lessee. This Sub-Lease Deed is in full and final settlement of all claims of all the Parties.
- SUB-LESSOR COVENANTS WITH THE SUB-LESSEE AS UNDER:
- 3.1 The Sub-Lessor is entitled to transfer and convey its right, title and interest in the Demised Premises and that the Demised Premises is free from all encumbrances.
- 3.2 The Super Area of the building within the Demised Premises means the covered/ built-up area including(a) walls, columns, balconies, cupboards etc, (b) shafts, lift, well, and cutouts at all floor levels and (c) 50% area of terraces (hereinafter referred to as the "Super Area").
- 3.3 The Covered Area to be counted towards FAR and the Ground Coverage mentioned in the Location & Building Plan attached as Annexure-I are maximum permissible limits for the said areas.
- 3.4 The Sub-Lessor has already paid the premium amount and the lease rent for the Leased Land at the prevailing rate to GNIDA till date and shall also pay the lease rent for the balance lease period. However, the Sub-

Lessee shall be liable to pay any increase in the lease rent beyond the lease rent presently applicable, in the manner provided hereinafter.

### THE SUB-LESSEE COVENANTS WITH THE SUB-LESSOR AS UNDER:

- 4.1 The Sub-Lessee shall pay the maintenance charges etc. for the maintenance of the Shared Areas & Facilities as per the terms and conditions of the Maintenance Agreement as executed/may be executed between the Sub-Lessee and the Sub-Lessor/ Designated Maintenance Agency who shall maintain the Shared Areas & Facilities as defined in the Maintenance Agreement.
- 4.2 The Sub-Lessee shall abide by the terms and conditions of the Lease Deeds and all laws as may be applicable to the Demised Premises including inter-alia all regulations, bye-laws, directions and guidelines of GNIDA and other relevant authorities.
- 4.3 The Sub-Lessee shall pay any increase in the lease rent beyond the lease rent presently applicable on prorata basis as and when so applicable and demanded by the Sub-Lessor/GNIDA/ Designated Maintenance Agency.
- 4.4 All taxes, dues, demands, charges, duties etc. levied or leviable in respect of the Demised Premises by the Government and/ or other local authorities shall be payable by the Sub-Lessee from/ after the date of possession of the Demised Premises. The Sub-Lessor/ the Designated

Maintenance Agency shall be entitled to collect the said taxes, dues, demands, charges, duties etc. from the Sub-Lessee. Such taxes, dues, demands, charges, duties etc. shall be payable by the Sub-Lessee on pro-rata basis if the Demised Premises is not assessed separately.

- 4.5 The Sub-Lessee shall not demolish or cause to demolish any structure of the Demised Premises or any portion of the same and shall also not make or cause to make any additions or alterations of any nature whatsoever in the same or in any part thereof without prior written permission from the Sub-Lessor and/ or GNIDA. The Sub-Lessee shall not alter the building envelope, design, elevations and colour scheme of the external facade of the Demised Premises in any manner whatsoever.
- 4.6 The Sub-Lessee shall observe, perform and abide by all the rules, guidelines, by whatsoever name called, as may be specified by the Sub-Lessor/ Designated Maintenance Agency from time to time for maintaining the facade of buildings, security, ambience, outlook, safety etc., in relation to the Jaypee Greens, Greater Noida and/ or the Demised Premises. The Sub-Lessee shall ensure that his/ her co-inhabitant(s) and/ or any of his/ her guest(s)/ visitors or any tenant/ occupier of the Demised Premises shall also abide by the said rules, guidelines etc.

#### 5. REPRESENTATIONS AND WARRANTIES OF THE SUB-LESSEE:

5.1 The Sub-Lessee, prior to the execution of this Sub-Lease Deed, had applied to the Sub-Lessor for allotment of the Demised Premises after satisfying and understanding about the implications of the restrictions, covenants etc. mentioned in the Lease Deeds as well as other rules,

- regulations, bye laws, directions etc. applicable to the **Leased Land** and the **Demised Premises**.
- 5.2 The Sub-Lessee has inspected the site, the Development Plans, ownership records, the Lease Deeds and other documents relating to the fittle and all other details of the Demised Premises, which the Sub-Lessee considers relevant and has satisfied himself/herself about the right, title and capacity of the Sub-Lessor to deal with the Demised Premises and the Leased Land and has understood all the limitations and obligations thereof.
- 5.3 That the Sub-Lessee has all the necessary power, authority and capacity to bind himself/herself to this Sub-Lease Deed, and to perform his/her obligations herein.
- Premises is located near, adjacent to or borders upon a golf course/
  sports complex and that construction, post-construction and normal
  operational activities on the golf course/ sports complex may be different
  than those normally associated with a residential neighborhood. The SubLessee shall not object to and shall not interfere, in any way, with the
  establishment, construction, development, renovation and/ or operation
  of the golfing/ sports facility and or residential, commercial, institutional,
  recreational and other developments/ activities as may, from time to
  time, be undertaken by the Sub-Lessor, members of the club or other
  persons permitted to enjoy the facilities at Jaypee Greens, Greater
  Noida.
- 5.5 The **Sub-Lessee** confirms that he/she is aware of the inherent risks and hazards involved in occupation of a residential property located on or about a golf course/ sports complex and shall not hold the **Sub-Lessor**

and/ or any of its employees, representatives, agents, etc. and/ or any member(s)/ player(s) of the golf club/ sports complex etc. responsible for any damage and/ or injury, of whatsoever nature, which may be caused by a flying ball or any other object or otherwise to him/her and/ or to his/ her property and/ or to the person and/ or property of his/her co-inhabitant (s) and/ or any of his/ her guest (s) at Jaypee Greens, Greater Noida. The Sub-Lessee undertakes to indemnify and keep the Sub-Lessor, its employees, representatives, agents, etc. and/ or the members/ players of Jaypee Greens, Greater Noida indemnified against any action whatsoever which may be brought against them by Sub-Lessee including his/ her co-inhabitant (s) and/ or his/ her guest(s) and/ or the guest(s) of his/ her co-inhabitant (s) for any loss, damage or injury which may be suffered by them to their person or to their property, due to such flying ball or any other object or otherwise.

- 5.6 The Sub-Lessee understands and acknowledges that the Sub-Lessor shall be entitled to construct and/ or install such other buildings and/ or carry out such other development on the Leased Land as may be considered appropriate by the Sub-Lessor, at its sole discretion, or pursuant to the requirements of relevant authority.
- 5.7 The Sub-Lessee has reviewed the Development Plans and has been made aware of and accepts that the Development Plans may not be final in all aspects and that there may be variations, deletions, additions, alterations made either by the Sub-Lessor at its sole discretion, or pursuant to requirements of relevant authority.
- 5.8 Nothing herein shall be construed to provide the Sub-Lessee with the right to prevent Sub-Lessor from:

- (i) constructing or continuing with the construction of the other building(s), Estate Homes/Villas/Townhomes/Apartments or other structures in the area adjoining the building in which the **Demised Premises** is situated:
- (ii) putting up additional constructions, residential, commercial or of any other kind at Jaypee Greens, Greater Noida;
- (iii) amending / altering the Development Plans.
- 5.9 The Sub-Lessee shall, at his/her own cost, keep the Demised Premises in good and habitable state and maintain the same in a fit and proper condition.
- 5.10 In case the Sub-Lessee allows the use and/ or occupation of the Demised Premises by a person other than the Sub-Lessee, the Sub-Lessee shall ensure that all obligations, liabilities and responsibilities devolving upon him/her under this Sub-Lease Deed, shall be complied with by the new occupier as part and parcel of the terms and conditions of the agreement of the Sub-Lessee with the said new user and/ or the new occupier.
- 5.11 The Sub-Lessee shall sign all such applications, papers and documents and do all such acts, deeds and things as the Sub-Lessor may reasonably require for safeguarding the interest of the Sub-Lessee and/ or the Sub-Lessor, as the case may be.
- 5.12 The Sub-Lessee acknowledges that he accepted the Provisional Allotment of the Demised Premises in an unfinished state with the understanding that the balance construction will be done by the Sub-Lessee at its own

### 6. INDEMNITY BY THE SUB-LESSEE:

- 6.1 The Sub-Lessee undertakes to comply with all the covenants, representations, warranties and undertakings contained herein, and keep the Sub-Lessor, its employees, representatives, agents etc. harmless and indemnified against all claims, actions, suits, proceedings as may be brought by the Sub-Lessee/ his or her co-inhabitants/ his or her guests or any person, and all losses, damages, penalties, judgments, attorney fee, amounts paid in settlement and expenses etc., as may be suffered by the Sub-Lessor on account of any act and/or omission by the Sub-Lessee in this regard.
- 6.2 The Sub-Lessee undertakes to observe and perform all the terms and conditions contained herein including the terms and conditions of the Lease Deeds, and to keep the Sub-Lessor, its employees, representatives, agents etc. indemnified against all claims, actions, suits, proceedings, costs, losses, damages, penalties, judgments, attorney fee, amounts paid in settlement and expenses relating to or arising out of;
  - (i) any inaccuracy in or breach of the representations, warranties, covenants or agreements made by the Sub-Lessee herein;
  - (ii) any other conduct by the Sub-Lessee or any of its employees, representatives, agents etc. as a result of which, in whole or in part,

- the **Sub-Lessor** or any of its representatives are made a party to, or otherwise incur any loss or damage pursuant to any action, suit, claim or proceedings arising out of or relating to such conduct;
- (iii) any action undertaken by the Sub-Lessee, or any failure by the Sub-Lessee to act when such action or failure to act is a breach of the terms and conditions herein:
- (iv) any action or proceedings taken against the Sub-Lessor in connection with any contravention or alleged contravention by the Sub-Lessee.
- 6.3 In case of any breach/ default of the terms and conditions of this Sub-Lease Deed by the Sub-Lessee, the Sub-Lessee may, at its sole discretion, issue a written notice calling upon the Sub-Lessee to rectify the breach/ default within such period as may be prescribed under the said notice. The Sub-Lessee, immediately upon notice of such breach/ default, shall be under obligation to rectify/ remove the breach/ default within the said cure period and inform the Sub-Lessor of such rectification or removal of breach/ default by a written notice failing which the Sub-Lessee shall be liable for all consequences that may follow because of such breach/ default of the Sub-Lessee.
- 6.4 In case the breach/default of the terms and conditions of this Sub-Lease Deed is not cured or rectified by the Sub-Lessee within the stipulated cure period, the Sub-Lessor shall have the right to re-enter the Demised Premises after determining the Sub-Lease Deed. On re-entry of the Demised Premises, if there is any unauthorized structure built on it, the Sub-Lessor will remove the same at the expense and cost of the Sub-Lessee and may re-allot the Demised Premises to any person.

#### 7. MISCELLANEOUS

- 7.1. The Sub-Lessee or the subsequent Sub-Lessee, as the case may be, shall not alienate, transfer or in any manner dispose of his interest, rights in the Demised Premises without a Transfer Permission from GNIDA and the Sub-Lessor in such form as may be required by GNIDA and/or the Sub-Lessor as the case may be. GNIDA and/ or the Sub-Lessor as the case may be, may give consent, on such terms and conditions including those relating to payment of transfer charges, administrative charges (or any other applicable charges) for permitting such transfer on payment of all the taxes, dues, demands, charges, duties etc. payable by the Sub-Lessee to GNIDA and/ or the Sub-Lessor and/ or the Designated Maintenance Agency. Further any taxes, dues, demands, charges, duties etc., payable to any concerned authority/ body/ agency/ Sub-Lessor, as the case may be for any subsequent transfer of the Demised Premises shall be borne and paid by the Sub-Lessee or the proposed transferee as per their mutual agreement.
- 7.2 The **Sub-Lessee** is and shall always remain liable to pay and bear all expenses towards the cost of stamp duty, registration and other legal and incidental expenses for the execution and registration of this **Sub-Lease Deed**.

- 7.3 The Sub-Lessee shall be bound by any condition/s hereafter imposed by GNIDA in relation to the Demised Premises and shall comply the same as if such condition/s is/ are incorporated in this Sub-Lease Deed.
- 7.4 The Sub Lessee may, with the previous consent of GNIDA, mortgage the Demised Premises to any nationalised or RBI Licensed bank or Government recognized Financial Institution for raising loan subject to such terms and Conditions as may be decided by the GNIDA at the time of granting the permission.
- All notices to be served as contemplated herein shall be deemed to have been duly served on the Sub-Lessee by the Sub-Lessor if sent by Registered Post at the address of the Sub-Lessee specified hereinabove or at the Demised Premises or at such address as may be notified by the Sub-Lessee to the Sub-Lessor and acknowledged by the Sub-Lessor. It shall be the responsibility of the Sub-Lessee to inform the Sub-Lessor by a Registered Post about all subsequent changes, if any, in his/her address, failing which all communications and letters posted at the first registered address or the Demised Premises will be deemed to have been received by him/her.
- 7.6 In the event there are joint Sub-Lessees, all communications and notices shall be sent by the Sub-Lessor to the first Sub-Lessee at the address specified hereinabove or at the Demised Premises or at such address as may be notified by the Sub-Lessee to the Sub-Lessor and acknowledged by the Sub-Lessor, which shall for all purposes be considered as served on all the Sub-Lessees and no separate communication shall be necessary to the other named Sub-Lessee(s).

- 7.7 All notices and communications, required to be sent by the Sub-Lessee to the Sub-Lessor shall be sent by the Sub-Lessee to the registered office of the Sub-Lessor as specified hereinabove or at such address as may be notified by the Sub-Lessor to the Sub-Lessee. In case of joint Sub-Lessees, all such notices and communications shall be jointly signed by all the Sub-Lessees.
- 7.8 The Sub-Lessee shall ensure that all obligations, liabilities and responsibilities devolving upon the Sub-Lessee under this Sub-Lease Deed shall be complied with by the subsequent sub-lessees in respect of the Demised Premises and the Sub-Lessee shall bring all obligations, liabilities and responsibilities to the notice of such subsequent sub-lessees of the Demised Premises who will subsequently be bound by the terms of this Sub-Lease Deed.
- 7.9 Save and except the Standard Terms and Conditions as contained in the Application Form, this Sub-Lease Deed supersedes and overrides all understanding and agreements, whether oral or written, between the Parties. Provided that in the event of inconsistency between the Standard Terms and Conditions and this Sub-Lease Deed, the provisions of this Sub-Lease Deed shall prevail.
- 7.10 This Sub-Lease Deed shall be construed and interpreted in accordance with and governed by the laws of Union of India. The local Court of Greater Noida, Gautam Budh Nagar (U.P) and Hon'ble High Court of Judicature at Allahabad shall have exclusive jurisdiction over all matters arising out of or relating to this Sub-Lease Deed.

7.11 If any provision or any part of the provision hereof is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.

## SCHEDULE OF PROPERTY

ALL THAT Estate Home/Villa	No having a Carpet Area of Sq.
Mtrs., Super Area of	Sq. Mtrs. , Covered Area of Sq. Mtrs. and
land admeasuring	Sq. Mtrs. situated at Land at Jaypee Greens, G-
Block, Surajpur Kasna Road	d, Greater Nolda-201306, (U.P) as demarcated on the
Location & Building Plan ar	nd bound as under:
At or towards the EAST :}	
At or towards the WEST :}	As per Location and Building Plan annexed
At or towards the NORTH:}	
At or towards the SOUTH :}	
Anneyure - : Location 8	Building Plan

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

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

**Authorized Signatory** 

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

### WITNESSES:

1.

2.