

SUB-LEASE DEED

Govt. Valuation : **Rs.** _____/-
 Sale Consideration : **Rs.** _____/- (**Rupees** _____ **Only**)
 Stamp Duty : _____/-
 Super Area : _____ **sq.mtr.** (_____ **sq.ft.**)
 Shop/Unit No. : _____/ **Project Name, Floor** _____,

THIS SUB-LEASE DEED is made at Greater Noida on this day of..... 2017

BY AND BETWEEN

M/s Gaursons Realtech Pvt. Ltd., a Company duly incorporated under the Indian Companies Act, 1956 and having its Registered Office at D-25, Vivek Vihar, Delhi-110095 and Corporate office at Gaur Biz Park, Plot No.1, Abhay Khand-II, Indirapuram, Ghaziabad U.P. 201014 through its Authorized Signatory **Mr.** _____ **S/o Sh.** _____ duly authorized by the Board of Directors vide Resolution dated _____ (hereinafter referred to as the **"SUB-LESSOR/DEVELOPER"**), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns, of the **FIRST PART (PAN No. AADCG9948H)** and said Mr. _____ executed an Authentic Power of Attorney duly registered vide Document No. _____ Dated _____ with the Sub-registrar Sadar at Gautam Budh Nagar in favour of Mr. _____ S/o Sh. _____ for the presentation of the duly executed document for registration in the Sub-Registrar office.

AND

_____ **R/o** _____ (individually hereinafter referred to as the **SUB-LESSEE'**), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their/legal heirs, executors, administrators, legal representatives and assigns, of the **SECOND PART; (PAN _____)**

Sub-Lessor/Developer

Sub Lessee

Whereas by an agreement dated 07-02-2003 termed as "Concession Agreement" between Taj Expressway Industrial Development Authority (Now Yamuna Expressway Industrial Development Authority "YEIDA") a statutory body constituted under U.P. Industrial Development Act, 1976 and having its principal office at J-3, Sector-41, Noida, Distt. GautamBudh Nagar-201301, Uttar Pradesh, India and Jaiprakash Industries Limited, a company incorporated under the provisions of companies Act 1956 and having its Registered Office at 5 Park Road, Hazratgunj, Lucknow (UP) and Head Office at JA House, 63 BasantLok Community Centre, Vasant Vihar, New Delhi-110057, India the **Concessioner** was granted concession for arrangement of finances, design, engineering, constructions and operation of the Expressway.

And Whereas in the terms of the provision of Concession Agreement to full fill its obligation YEIDA agreed to transfer on lease to JaypeeInfratech Limited "**JIL**" (a subsidiary company of Jaiprakash Industries Limited) 25 million sq.mtrs of land for commercial, amusement, industrial, institutional and residential development at 5 or more locations along the Expressway, including 5 million sq.mtrs. of land at NOIDA/ GREATER NOIDA/ALIGARH/AGRA.

And Whereas YEIDA in part of discharge of its obligations under Concession Agreement for the transfer of land for development, has earmarked 548.7635 hectares of land at Mirzapur land parcel LFD-3 out of which 529.3918 hectares of land already transfer infavour of JIL by different lease deed and for the rest of 19.3717 hectares land a necessary action is being taken by **YEIDA**.

And Whereas YEIDA granted unfettered rights through various lease deeds (details enclosed) for the period of 90 years in favour of JIL to sub-lease the whole or any part of the subject land whether developed or undeveloped and whether by way of plots or constructed properties or give on leave and license or otherwise dispose of its interest in the subject land or part thereof to any person in any manner whatsoever without requiring any consent or approval of YEIDA or of any other relevant Authority.

And Whereas JIL transferred the land out of LFD-3rd by way of five separate Sub-Lease Deeds, (1) on dated 22-05-2013 registered vide document no. 13251, book no. 1, volume no. 11798 and page no. 299 to 450 and (2) on dated 05-10-2013 registered vide document no. 24479 book no. 1 volume no. 14222 and pages 85 to 134 (3) on dated 09-01-2014 registered vide document no. 14828 book no. 1 volume no. 781 and pages 227-282, (4) on dated 27-06-2014 registered vide document no. 20325 book no. 1 volume no. 16236 and pages 189-242 and (5) on dated 31-07-2014 registered vide document no. 25183 book no. 1 volume no. 16526 and pages 107-162 all are registered in the office of the Sub-Registrar Sadar, Gautambudh Nagar, U.P. in favor of **Sub-Lessor /Developer** and the **Sub-Lessor/Developer** has developed a Township namely **Gaur Yamuna City "GYC"** over the consolidated 250 acres of land purchased through above said five sub-lease deeds, the entire land of said Township has been divided into various parts for the development and construction of various projects like Group Housing, Group Housing Plots, Commercials, individual residential plots, institutional plots, facilities & public utilities etc.

And Whereas all the terms and conditions of the lease deeds executed by YEIDA in favour of Jaypee Infratech Ltd. and the sub-lease deeds in favour of

the **Sub-Lessor/Developer** shall also be applicable and binding over the Sub-Lessee(s).

And Whereas the Master Plan Layout of GYC of entire 250 Acre land as one land piece demarcated as Pocket-3 has been approved by the YEIDA. The layout plan of the Project 1st-B Park View situated in GYC also has been approved by YEIDA. The layout plan of the Project 1st-B Park View is Annexed herewith.

A. **And Whereas** this Sub-Lease deed of the plot shall be for the unexpired period of lease deed in favor of (JIL) JaypeeInfratech Ltd.

NOW, THEREFORE, THIS SUB-LEASE DEED WITNESSETH AS FOLLOWS:

1. That in consideration of the amount of **Rs. _____/- (Rupees _____ Only)** paid by the Allottee/s/Sub-Lessee to the Sub-Lessor/Developer, the receipt whereof the Sub-Lessor hereby admits and acknowledges, and the Allottee/s/Sub Lessee agreeing to observe and perform the terms and conditions herein contained and as contained in the Allotment, the Lease Deed executed between the (JIL) and the Sub-Lessor/Developer and the terms and conditions of Allotment Letter executed between the Allottee/s/Sub Lessee and the Sub-Lessor/Developer, the Sub-Lessor/Developer doth hereby agrees to demise and the Allottee(s) agrees to take on Sub-Lease the Said **Shop/Unit**, more particularly described in the Schedule hereunder written and for clearness has been delineated on the plan attached hereto together with all rights and easements whatsoever necessary for the enjoyment of the Said **Shop/Unit** along with right to use the common staircases, corridors, common roads, facilities, lifts, entrance and exits of the building, water supply arrangement, installations, such as power system, lighting system, sewerage system, etc., subject to the exceptions, reservations, covenants, stipulations and conditions hereinafter contained.
2. That the Sub-Lessor/Developer and the Sub-Lessor doth hereby grant Sub-Lease of the said **Shop/Unit** unto the said Sub-Lessee, for remaining unexpired period of Lease of said land in favour of the Sub-Lessor.
3. The vacant and peaceful possession of the Said **Shop/Unit** has been delivered to the Sub-Lessee simultaneously with the signing and execution of this Sub-Lease Deed, and the Sub-Lessee has satisfied himself/herself/themselves as to the area of the Said **Shop/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.
4. That the said **Project Name** is situated in the Township "Gaur Yamuna City" and township maintenance charges along with the maintenance charges of the project are applicable and payable by the sub-lessee. The one time interest free maintenance security (IFMS) also has been deposited by the sub-lessee, 25% of the IFMS deposit and 15% from the monthly maintenance charges of the Shop/Unit shall be transferred in the head of

Township Maintenance. The Sub-Lessor shall have the right to apply all best possible methods available to him for collecting the township maintenance charges. The sub-lessee has executed separate agreements namely Township Maintenance Agreement, Maintenance Agreement of the **Project Name** and Electricity supply agreement, the sub-lessee shall be bound by all the covenants and conditions mentioned therein.

5. That the electricity supply to the Shop/Unit of the **Project Name** has been provided from single point electricity connection through separate meters. The maintenance charges of the **Project Name**, Township maintenance charges, electricity consumption charges and Power Back-up (if availed) will be charged through that electricity meter on prepaid basis, the electricity supply of the Shop/Unit shall not be restored until the dues of any charges remains unpaid, interest @ 18% per annum shall be charged for the period of delay.
6. That for computation purpose, the super area means and includes the covered area, if any, lofts plus proportionate common areas such as projections, corridors, passages, area under lifts and lift rooms, staircases, underground/ overhead water tanks, munties, entrance lobbies, electric sub station, pump house, shafts, guard rooms and other common facilities of the Said **Shop/Unit**. The Sub-Lessee shall get exclusive possession of the built-up area, i.e., covered area, areas of balconies, area of lofts and area of cub-boards, if any, of the Said **Shop/Unit**. The title of the Said **Shop/Unit** is being transferred to the Sub-Lessee through this Sub Lease Deed.
7. That the Sub-Lessee shall not be entitled to claim partition of his/her/their undivided share in the land of the **Project Name**, as aforesaid, and the same shall always remain undivided and impartibly and unidentified. This is further clarified that the interest of the Sub-Lessee shall be confined in the land of the **Project Name** only, sub-lessee shall not be concerned with the remaining land of the Township Gaur City "Said Land".
8. The Sub-Lessee undertakes to put to use the said **Shop/Unit** exclusively for the Commercial use only and for no other use/mixed use whatsoever. Use of the said **Shop/Unit** other than Commercial will render Sub-Lease liable for cancellation and the allottee/Sub-Lessee will not be entitled to any compensation whatsoever.
9. That except for the transfer of said **Shop/Unit** all common easementary rights attached therewith, the entire common areas and facilities provided in the complex and its adjoining areas including the unclothed terrace/roof, facilities therein, storage areas etc., and the unallotted areas and **Shop/Unit**, if any, shall remain the property of the Sub-Lessor and shall be deemed to be in possession of the Sub-Lessor, who have the right to disposed of these properties.

10. That the said **Shop/Unit** is free from all sorts of encumbrances, liens and charges, etc., except those created at the request of the Sub-Lessee himself/ herself/ themselves to facilitate his/ her /their loan/ financial assistance for purchase of the said **Shop/Unit**.
11. That the Sub-Lessor/Developer reserves the right and title to all mines and minerals, coals, washing gold's, earth, oils, quarries, in, over, or under the Said 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 Said Land or for any building or structure for the time being standing there on provided always that the Sub-Lessor/Developer shall make reasonable compensation to Sub-Lessee for all damages directly occasioned by the exercise of such rights. The decision of the Sub-Lessor/Developer on the amount of reasonable compensation will be final and binding on the Sub-Lessee.
12. That the lease rent till date has been paid by the **Sub-Lessor/Developer**, 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 Sub-lessor/Second Party/ YEIDA/ nominated Designated Maintenance Agency.
13. That the Sub-Lessee shall be liable to pay on demand municipal tax, property tax, water tax, sewerage tax, other annual rent, taxes, charges, levies and impositions, levied by the YEIDA or statutory authority from time to time in proportion to the area of the said **Shop/Unit** from the date of possession of the said Shop/Unit by the Sub-Lessor.
14. That the Sub-Lessee before selling, transfer or otherwise dispose of the Demised Plot at any time in future will take a prior consent from the YEIDA. Any transfer charges payable to YEIDA/ and any administrative or other charges, duty, taxes, levies payable to any concerned authority/body/agency/Sub-Lessor/Developer, as the case may be, shall also be borne and paid by the Sub-Lessee alone.
15. ThatThat the enhanced compensation demanded by YEIDA has been challenged by Jaiprakash Industries Limited/JIL in the court of law as and when the issue will be decided and it will be require to pay the enhance compensation by the Sub-Lessor/Developer, the Sub-Lessee shall bear its proportionate share which will be payable to the Sub-Lessor/Developer or its nominated agency or YEIDA as the case may be.

16. That it will be necessary to obtain a No Dues Certificate/NOC from the Sub-Lessor in case of subsequent sub lease along with due incorporation of the particulars of the subsequent transferee(s) with the Sub-Lessor, and the said NOC will be issued by the Sub-Lessor upon payment of administrative charges @ Rs. 20/- per sq.ft. of the super area of the Shop/Unit + service tax.
17. That whenever the title of the Sub-Lessee in the said **Shop/Unit** is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sub-Lease Deed, Lease Deed and the terms and conditions of Allotment and the Agreements referred in this Sub -Lease Deed and he/she/ they be answerable in all respects to the Lessor therefore in so far as the same may be applicable and relate to the said **Shop/Unit**.
18. a) That whenever the title of the **Shop/Unit** is transferred in any manner whatsoever. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges and obtain the No Dues of the **PROJECT NAME** from the Sub-Lessor or its nominee(s) as the case may be and No Dues for the Township Maintenance from the Sub-Lessor/Developer or its nominee(s) before effecting the transfer of the said Shop/ Unit, failing which the transferee occupying the said Shop/Unit shall have to pay the outstanding dues .
- 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 3(Three) months of devolution give notice of such devolution to the Lessor and the Sub-Lessor / Maintenance Agency (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, Lessor or any other Government Agency.
19. That notwithstanding the reservations and limitations, the Sub-Lessee shall be entitled to sublet the said **Shop/Unit** for purposes of private Unit only in accordance with law.
20. That the sub-Lessor and /or the Maintenance Agency and their employees shall have the right to enter into and upon the said Shop/Unit in order to inspect, carry out repair work from time to time and at all reasonable times of the day after giving three days prior notice except in case of emergency during the term of the Sub-Lease and the Lessor/ Maintenance Agency will give notice of the provisions of this Clause.

21. So long as each said Shop/Unit shall not be 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 said Shop/Unit to the Maintenance Agency or to the Sub-Lessor, who on collection of the same from all the Sub-Lessees of the Complex shall deposit the same with the concerned local Authority or GNIDA.
22. That the Sub-Lessee shall not raise any construction whether temporary or permanent or make any alteration or addition or sub-divide or amalgamate the said Shop/Unit.
25. (a) The Sub Lessee will not carry on, or permit to be carried on, in the said Shop/Unit any trade or business whatsoever which in opinion of the Sub-Lessor may be a nuisance, annoyance or disturbance to the other owners of the said complex and persons living in the neighborhood.
- (b) The Sub-Lessee will obey and submit to all directions, issues and regulations made by the Lessor now existing or herein after to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the Complex.
26. That the Sub-Lessee shall not in any manner whatsoever encroach upon any of the common areas, limited use areas, independent areas and shall also have no right to use the facilities and services not specifically permitted to use. All unauthorized encroachments or temporary/ permanent constructions carried out in the said Shop/Unit by the Sub-Lessee shall be liable to be removed at his/her/their cost by the Lessor or by the Sub-Lessor and /or by the Maintenance Agency with the prior approval of the Lessor. The charges levied by the Lessor in this regard shall be finalized and binding on the sub-lessee.
27. That the Sub-Lessee shall on the determination of the Sub-Lease of his/her/their share in the land, peaceably yield up the proportionate interest in the Land of the **PROJECT NAME**, as aforementioned, unto the Lessor with/without removing the superstructure within the stipulated period from the land.
27. That the Complex along with lifts, pump houses, generators, etc., may be got insured against fire, earthquake and civil commotion at the expense of the Sub-Lessee by the Sub-Lessor or the Maintenance Agency provided all the Sub-Lessees pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency for the purpose of insurance. The Sub- Lessee shall not or permit to be done any act which may render

void or voidable any insurance in any part of the said Building/ Complex or cause increased premium.

28. That the Sub-Lessee will neither himself/ herself/ themselves permit anything to be done which damages any part of the adjacent unit/s, etc., nor violates the rules or bye-laws of the Local Authorities.
29. That the Sub-Lessee may get insurance of the contents lying in the said Shop/Unit at his/her/their own cost and expense. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in the Building/ Complex or any part thereof. The Sub-Lessee shall always keep the Lessee/ Lessee or its Maintenance Agency or Residents Association/ Society harmless and indemnified for any loss and/or damages in respect thereof.
30. That the Sub-Lessee shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the said Shop/Unit in any form. The Sub-Lessee shall also not change the colour scheme of the outer walls or painting of exterior side of the shutters etc. and shall not carry out any change in the exterior elevation and design.
31. That Sub-Lessor /Sub Lessee will not erect or permit to be erected any part of the demised premises 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 lessor in writing.
32. That the Sub-Lessor /Sub Lessee/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-Lessor /Sub Lessee / tenant shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building except at a place specified for the purpose by the Sub-Lessor.
33. That the Sub-Lessee shall not remove any walls of the said Shop/Unit including load bearing walls and all the walls /structures of the same shall remain common between the sub-Lessee and owners of the adjacent Units.
34. The Sub-Lessee may undertake minor internal alterations in his/ her/ their unit only with the prior written approval of the Sub-Lessor. The Sub- Lessee shall not be allowed to effect 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.
 - ii) Changes that may affect the façade of the unit (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.)

iii) Making encroachments on the common spaces in the complex.

35. That the Sub-Lessee shall strictly observe the following points to ensure safety, durability and long term maintenance of the Building -

- (i) No changes in the internal lay-out of a Unit should be made without consulting a qualified structural consultant and without the written permission from the Sub-Lessor or the YEIDA, if required.
- (ii) No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
- (iii) Use of acids for cleaning the toilets should be avoided.
- (iv) All the external disposal services to be maintained by periodical cleaning.
- (v) No alterations will be allowed in elevation, even of temporary nature.
- (vi) 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.
- (vii) In case Sub- Lessee rents out the Unit, he/she/they is/are required to submit all details of the tenants to the Maintenance Agency Office. The Sub-Lessee will be responsible for all acts of omission and commission of his/her/ their tenant. The Complex management can object to renting out the premises to persons of objectionable profile.

36. That the Sub-Lessee and all other persons claiming under him/her/them shall ensure that the premises are kept in good shape and repairs and that no substantial material damage is caused to the premises.

37. That the Stamp duty, registration fee and all other incidental charges required for execution and registration of this Deed have been borne by the Sub-Lessee/s.

38. That the Sub-Lessor shall be entitled to recover all dues payable to it under the deed by the lessee as arrears of land revenue without prejudice to its other rights under any other law for the time being in force.

39. 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 Sub-Lessor /Sub-Lessee.

40. That all powers exercised by the lessor under the lease may be exercised by the CEO of the lessor. The lessor may also authorize any of its officers to exercise all or any of the powers exercisable by it under this lease. Provided that the expression Chief Executive Officer for the time being or any other officer who is entrusted by the lessor with the functions similar to those of the Chief Executive Officer.

41. That any dispute arising with regards to the lease etc. shall be subject to the jurisdiction of the civil court at Gautam Budh Nagar or the High Court of judicature at Allahabad.
42. The Chief Executive Officer of the lessor reserves the rights to make such addition alteration or modification in terms and conditions from time to time as he may consider just and reasonable.
43. That in case of any breach of the terms and conditions of this deed by the Sub-Lessee, and/or breach of terms and conditions of the Lease Deed executed between the Sub-Lessor and Sub-Lessee and terms and conditions of Allotment for said Unit between the Sub-Lessee and the Sub-Lessor, the Sub-Lessor and the Sub-Lessee will have the right to re-enter the said Shop/Unit after determining the lease hold rights in respect thereof..
44. 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).
45. That all powers exercisable by the Lessor under the Deed may be exercised by the Chief Executive officer/Chairman of the Lessor. The Lessor may also authorize any of its officers to exercise all or any of the powers exercisable by it under this Deed. Provided that the expression Chief Executive Officer/Chairman shall include Chief Executive Officer/Chairman for the time being or any other officer who is entrusted by the Lessor with the functions similar to those of the Chief Executive Officer/Chairman.

SCHEDULE OF SHOP/UNIT

Commercial Shop/Unit bearing No. ____/ **PROJECT NAME** on the ____ **Floor** having a total super area measuring ____ **Sq.ft.** in the "**PROJECT NAME**" situated at Gaur Yamuna City, Pocket-3, Sector-19 District Gautam Budh Nagar, (U.P.), along with undivided, impartibly, unidentified lease-hold rights in the portion of the said land underneath the building in proportion of the super area of the Said Unit, as per the enclosed plan and bounded as follows:-

East: West: South: North:	{	As per the Floor Plan
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Loan Detail :-_____

Sub-Lessor/Developer

Sub Lessee

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the day, month and the year first above written:

In presence of:

Witnesses:

(1) Name:

Address:

(2) Name:

Address:

Signed for & on behalf of the
Sub-Lessor/Developer

SUB-LESSEE/S