

SPORTS CITY JAL-SDZ

SLD FORMAT FOR BOUGAINVILLEA
PLOTS

SUB-LEASE DEED

Plot No :

Project : <Project Name> project situated at Jaypee Greens Sports City SDZ at <Pocket No.>, Sector-25, YEIDA Area, District-Gautam Budh Nagar, Uttar Pradesh

Plot area : admeasuring ____ Sq. Mtrs. (____ Sq. Yds.)

Sale Consideration : Rs._____-/-

Circle Rate : Rs. _____-/-

Value as per Circle rate : Rs._____-/-

Stamp duty payable : Rs._____-/(as per consideration)

Rebate for Women : Rs._____-/-

Stamp duty paid : Rs._____- (as per consideration) (rounded off)

THIS **SUB-LEASE DEED** is made and entered on this the __ day of _____, _____ at Greater Noida, District- Gautam Budh Nagar, Uttar Pradesh.

BY AND AMONGST

JAIPRAKASH ASSOCIATES LIMITED (Successor-in-interest of Jaypee Sports International Limited) (having PAN-AABC1562A), a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956(Now the Companies 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 expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives, acting through its authorized signatory **Mr.** _____, **S/o. Mr.** _____, **registered office at Sector-128, Noida-201304, (U. P)**, duly authorized to execute this **Sub-Lease Deed** on behalf of the “**Sub-Lessor**” and to be presented before the Sub-Registrar, Greater Noida by **Mr.** _____, **registered office at**

Sector-128, Noida-201304, (U. P), on behalf of the "Sub-Lessor" being his power of attorney holder **vide power of attorney dated _____, duly registered vide Bahi No.____, Jild No.____, Pages ____ to _____, Document No.____ with Sub-Registrar- First, Noida, (U. P).**

AND

(hereinafter referred to as the "**Sub-Lessee**" which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives) of the **SECOND PART.**

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

WHEREAS

The Government of Uttar Pradesh constituted the Taj Expressway Industrial Development Authority, vide GoUP Notification No.697/ 77- 04- 2001- 3(N)/ 2001 dated 24th April, 2001 (name changed to Yamuna Expressway Industrial Development Authority (hereinafter referred to as the "**YEA**") vide GoUP Notification No.1165/ 77- 04- 08- 65N/ 08 dated 11th July, 2008), under the U. P Industrial Area Development Act, 1976, presently having its principal office at 1st Floor, Commercial Complex, Block-P-2, Sector-Omega-1, Greater Noida, District-Gautam Budh Nagar-201308, (U. P).

AND YEA formulated a scheme 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 11th July, 2008) between Greater Noida and Agra and invited applications for allotment of **SDZs**.

AND JPSK Sports Private Limited (hereinafter referred to as “**JPSK**”) was incorporated under the Companies Act, 1956 on 20.10.2007 and applied to **YEA** 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**”). **JPSK** subsequently changed its name to Jaypee Sports International Private Limited and then changed from Private Limited to Public Limited Company and a fresh Certificate of Incorporation in the name of Jaypee Sports International Limited (**JSIL**) was issued by the Registrar of Companies of Uttar Pradesh and Uttarakhand on 28.07.2010.

AND YEA allotted a **SDZ** with an area of approximately 1000 hectare at Sector- 25, Jaypee Greens Sports City SDZ, District- Gautam Budh Nagar, (U. P) (hereinafter referred to as the “**Leased Land**”) to **JSIL** for development with Sports as core activity and granted lease of the **Leased Land** in various lots in favour of **JSIL** through various lease deeds, the details of which are provided in **Annexure-.....** attached hereto (hereinafter referred to as the “**Lease Deeds**”) as per the terms and conditions specified therein, which inter-alia include use of minimum 35% of the **Leased Land** for **Core Activity** including roads and open spaces (hereinafter referred to as the “**Core Area**”), while, balance **Leased Land** (hereinafter referred to as the “**Non Core Area**”) could be used for other specified activities (hereinafter referred to as the “**Non Core Activity**”).

AND JSIL was granted an unfettered right to sub-lease the whole or any part of the **Non Core Area** [hereinafter referred to as the “**Subject Land**”], whether developed or undeveloped; by way of plots or constructed properties; or give

on leave and license; or otherwise dispose of its interest in the **Subject Land** to any person in any manner whatsoever, without requiring any consent or approval of **YEA** or any other relevant authority.

AND JSIL has prepared land use plan, the layout plan and other relevant plans for the development of the **Leased Land** named as **Jaypee Greens Sports City** and submitted the same to **YEA** for requisite approvals which were duly approved by **YEA**. The said land use plan, layout plan and other plans as approved by **YEA** or any revision thereof are hereinafter referred to as **“Development Plans”**.

AND M/s. Jaypee Sports International Limited (JSIL) amalgamated with **M/s. Jaiprakash Associates Limited (JAL)** in terms of the Scheme of Amalgamation as sanctioned by the Hon'ble High Court of Judicature at Allahabad vide order dated September 14, 2015 and consequent upon the said order and the said amalgamation scheme being filed with Registrar of Companies, Uttar Pradesh and Uttarakhand, the amalgamation has become effective on October 16, 2015.

AND consequent to the said amalgamation all the rights and obligations of **JSIL** including the leasehold rights in the **Leased Land** granted vide the **Lease Deeds** to **JSIL** got merged in **JAL** and **JAL** now being the Lessee of the **Leased Land** is executing this **Sub-Lease Deed** as the **Sub-Lessor**.

AND accordingly the **Sub-Lessor** is, interalia, developing, marketing and selling a part of the **Subject Land** as residential plots under the sub- project known as **<Project Name> at Jaypee Greens Sports City** (hereinafter referred to as the **“said Sub-Project”**).

YEA has approved the layout plans for the development of the **said Sub Project** on the **Subject Land**.

The **Sub-Lessee**, after fully satisfying himself/herself/themselves in respect to the layout plan, specifications and approvals for the **said Sub Project** as approved by the Competent Authority and about the status right/title/interest of the **Sub-Lessor** over the **Subject Land** on which the **said Plot** is being developed/constructed, had applied for allotment in the **said Sub Project** and has been allotted a **Plot** vide provisional Allotment no./ Allotment no _____ dated _____ having a Plot Area _____ **Sq.Mtr.**

In the meantime, all the provisions of Real Estate (Regulation and Development) Act including Section 3 has been notified by the Central Government.

The **Sub-Lessor** has got registered the **Sub Project** as an ongoing Project under the provisions of the RERA Act with the Real Estate Regulatory Authority on _____ under registration No._____.

AND based on an application made by the **Sub-Lessee** for provisional allotment of a plot of land in **<Project Name>** project being developed in the **Subject Land** and upon the **Sub-Lessee** agreeing to abide by the Standard Terms and Conditions of provisional allotment, the **Plot of land bearing No. in <Project Name> project admeasuring _____Sq. meters (_____Sq. yards) situated at Jaypee Greens Sports City SDZ at <Pocket No.> , Sector-____, YEIDA Area, District-Gautam Budh Nagar, (U. P)** in the **Subject Land** as described in the **Schedule of Land and Location Plan** attached as **Annexure-.....** (hereinafter referred to as the **“Demised Plot”**) was provisionally allotted to the **Sub-Lessee** vide Provisional

Allotment Letter datedread with amendments done from time to time.

AND pursuant to the execution of the said Standard Terms and the fulfillment of the conditions of payment of Consideration mentioned therein, **Jaypee Sports International Limited** as the **Sub-Lessor** has agreed to transfer its rights, title and interest in the **Demised Plot** to the **Sub-Lessee** by this **Sub-Lease Deed** for the unexpired portion of 90 years, commencing on 24.09.2009 being the date of the first lease deed of the **Lease Deeds**, to the **Sub-Lessee** and to execute this **Sub-Lease Deed** and the **Sub-Lessee** has agreed to acquire the same on the terms and conditions mentioned herein.

NOW THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. Based on the facts and circumstances stated above, the **Sub-Lessor** being the lawful lease holder of the **Demised plot**, competent to sub- lease the same to the **Sub-lessee**. Detailed description and location of the **Demised Plot** is given in the attached **Annexure -.....** and **Annexure -.....**
2. The **Sub-Lessee** having paid the Consideration of **Rs._____/-** (**Rupees_____ Only**), the receipt whereof the **Sub-Lessor** hereby acknowledge and admit, towards full and final Consideration, the **Sub-Lessor** hereby sub- leases to the **Sub-Lessee** the **Demised Plot**, as described hereinafter in the **Schedule of Land** and **Location Plan** attached as **Annexure-.....**, together with the rights, easements and appurtenances for the unexpired portion of 90 years, commencing on 24.09.2009 being the date of the first lease deed of the **Lease Deeds**, on the **Sub-Lessee** agreeing to observe and perform the terms and conditions mentioned hereinafter.

3. Vacant physical possession of the **Demised Plot** has 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**.
4. The **Sub-Lessee** shall be entitled to transfer the **Demised Plot** on further sub-lease. The **Sub-Lessee**/ subsequent sub- lessees shall however notify to the **Sub-Lessor** the details of such sub- leases and provide three copies of such transfer/ sub- lease deeds to the **Sub-Lessor** and/ or any other authority as may be specified by the **Sub-Lessor**.
5. Multiple renting of the buildings constructed on Demised Plot shall be permissible to the **Sub-Lessee**.
6. The Ground Coverage, Height and Setbacks etc. but excluding the Floor Area Ratio(FAR) in respect of the **Demised Plot** shall be governed by the Yamuna Expressway Industrial Development Area Building Regulations. As regards the FAR, the **Sub-Lessee** shall be entitled to a maximum Floor Area Ratio (FAR) of 1.0, subject to admissibility under the Yamuna Expressway Industrial Development Area Building Regulations. The **Sub-Lessee** shall not be entitled to subdivide the Demised Plot or alienate or transfer any part thereof while retaining any right in the **Demised Plot**.
7. The **Sub-Lessee** shall carry out the entire development on the **Demised Plot** adhering to:-
 - (i) Standards and Specifications laid down in the building and other regulations of **YEA**/ relevant Indian Standards/ National Code etc.
 - (ii) Master Plans and Rules & Regulations of the **YEA** and other relevant authorities.

(iii) Government policies and relevant Codes of BIS/ IS relating to disaster management in land use planning and construction work.

8. The **Sub-Lessee** shall have a right of way to the roads adjoining the **Demised Plot** and shall be entitled to enter upon such roads for the purpose of accessing the **Demised Plot** without detriment to the **Sub-Lessor** or **YEA** or public interest.

9. The **Sub-Lessee** may be permitted to mortgage the **Demised Plot** in favour of banks/ financial institutions on such terms and conditions as may be specified by **Sub-Lessor** and/ or **YEA**.

10. The **Sub-Lessee** shall pay all taxes , charges and rates levied or to be levied in future by the **YEA** or any Local or other authority/Central or State Govt. in respect of the **Demised Plot** and construction thereon.

11. The Sub –Lessee covenants and warrants that:

(i) The **Sub-Lessee** shall follow all laws and bye- laws, rules, building regulations, guidelines and directions of **YEA** and the local municipal or other authority now existing or hereinafter to exist so far as the same relate to the immovable property & construction of buildings and so far as they affect the health, safety and convenience of other inhabitants of the place.

(ii) The **Sub-Lessee** shall bear the stamp duty charges and legal expenses of execution of this Sub Lease Deed including the registration charges as may be applicable.

(iii) The **Sub-Lessee** shall permit the members, officers and subordinates of the **Sub-Lessor** and/ or **YEA** and workmen and other persons

employed by the **Sub-Lessor** and/ or **YEA** at all reasonable time of the day with prior notice in writing to enter into and upon the **Demised Plot** and building to be erected thereupon in order to inspect the **Demised Plot** and building erected thereupon.

12. **The Sub- Lessor covenants and warrants that:**

- (i) The Sub-Lessor has the full right and authority to execute this sub-lease Deed and to grant the lease of the Demised Plot , and that the **Sub-Lessee** , upon performance of the covenants herein contained, shall peaceably and quietly hold, possess and enjoy the Demised Plot during the balance term of Lease Deeds without any interruption, disturbance, claims or demands whatsoever by the **Sub-Lessor** or by any person/s claiming for and on behalf of the **Sub-Lessor** as per the covenants and provisions of the **sub-Lease Deed**.
- (ii) The Sub-Lessor shall grant, transfer ,convey and assure, from time to time ,all its reversionary rights and interests in respect of the Demised Plot as may be required by the **Sub-Lessee(s)** for construction thereon as per applicable Master Plan and other regulations of **YEA**.
- (iii) **The** Demised Plot is free from all encumbrances, claims, disputes, encroachments, occupations, litigations, injunctions, mortgages, charges, pledges, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations.
- (iv) The payment of installments of the premium amount of the Subject Land and its annual lease rent to YEA is the obligation of the Sub-Lessor and the Sub-Lessee is not liable on this account.

- 13.. (i) The **Sub-Lessee** shall enter into a separate maintenance agreement

(the “**Maintenance Agreement**”) as may be required by the **Sub-Lessor**, with the **Sub-Lessor/ Maintenance Agency** (hereinafter the “**Designated Maintenance Agency**”) for the maintenance of areas and facilities as defined in the **Maintenance Agreement**. The **Sub-Lessee** shall abide by the terms and conditions of the **Maintenance Agreement**.

(ii) The Sub- Lessor and /or the **Designated Maintenance Agency** shall be entitled to collect the said taxes, dues, demands, charges, duties etc. as may be levied by concerned Municipal/Govt. Authorities including but not limited to YEA or any other statutory body on pro rate basis from the Sub- Lessee so long each unit within Jaypee Greens Sport City on the Subject Land is not separately assessed for such purposes and the taxes, dues, demands, charges, duties etc. are collectively levied for the Jaypee Greens Sport City or part thereof. In addition, the Sub –Lessee shall pay proportionate share of the taxes , dues , demands changes, etc. in respect of the common areas and other facilities, as may be levied by the Sub Lessor and /or the **Designated Maintenance Agency**.

(iii) The **Sub-Lessee** shall pay, from the date of possession or upon expiry of 30 days from the date of offer of possession, whichever is earlier, all such maintenance and replacement charges (“**Maintenance Charges**”) as may be intimated to the **Sub-Lessee** by the **Sub-Lessor** or the **Designated Maintenance Agency** in accordance with the **Sub-Lease Deed** and/ or the **Maintenance Agreement**, as applicable.

14. **The Sub Lessee(s)** shall make such arrangements as are necessary for maintenance of the building on the **Demised Plot** and if the building is not

maintained property, the **Sub-Lessor/YEA** shall be entitled to get the maintenance done themselves or through any other agency and recover the amount so spent along with the overheads from the **Sub-Lessee(s)**.

15. **YEA** shall have full rights and title to all mines and minerals, coals, gold washing, earth oils and quarries in and under the **Demised Plot** or any part thereof and to do all acts and things, which may be reasonably necessary or expedient for the purpose of searching, removing and enjoying the same, without affecting the **Sub-Lessee's** right to peaceful possession and enjoyment. The **Sub-Lessee** shall not be allowed to take excavated earth/soil out of **Jaypee Greens Sports City**.
16. Any building constructed on any portion of **Demised Plot** may be sub-let, by the Sub –Lessee subject to the terms and conditions as laid down in the YEA's bye-laws from time to time. **Sub-Lessee** shall also follow the statutory laws/bye-laws, Master Plan, Building regulations and directions framed under U.P. Industrial Area Development Act,1976, for the land use and also shall be bound by all covenants and conditions contained herein and shall be answerable in all respects thereof.
17. The **Sub- Lessee(s)** shall indemnify the **Sub-Lessor** against all actions, suits, claims, demands and proceedings, and any loss or damage or cost or expense that may be suffered by the **Sub-Lessor** on account of anything done or omitted to be done by the **Sub-Lessee** in connection with the development of the **Demised Plot**.
18. The **Sub-Lessor** shall indemnify, defend and hold harmless the **sub-Lessee** against any and all proceedings, actions third party claims for loss

damages and expenses of whatever kind and nature arising out of defect in the rights of the **Sub- Lessor** in the land transferred to the **Sub- Lessee**.

19. The **Sub-Lessee** shall keep the **Sub-Lessor** indemnified against any claims for damages which may be caused to any property belonging to the **Sub-Lessor** or any third party resulting directly or indirectly from the execution of the works on the **Demised Plot** and also against claims for damages arising from the actions of the **Sub-Lessee** or his workmen or representatives which:-
 - a. injures or destroys any building or part thereof or other structure contiguous or adjacent to the **Demised Plot**.
 - b. keeps the foundation, tunnels or other pits on the **Demised Plot** open or exposed to weather causing any injury to contiguous or adjacent plot and/ or building.
 - c. digs any pit near the foundation of any contiguous or adjacent building thereby causing any injury or damages to such building.
20. The damages shall be assessed by the **Sub-Lessor** and/or **YEA** whose decision as to the extent of injury or damages or the amount payable shall be final and binding on the **Sub-Lessee**.
21. The **Sub-Lessee** shall not display or exhibit any picture posters, statues, other articles which are indecent or immoral. The **Sub-Lessee** shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, which shall be constructed over the **Demised Plot**.

22. Any relaxation or indulgence granted by the **Sub-Lessor** to the **Sub-Lessee** under this **Sub- Lease Deed** shall not in any way prejudice the legal rights of the **Sub-Lessor**.
23. The **Sub-Lessee** acknowledges that it has verified the physical measurement of the **Demised Plot** and that this **Sub-Lease Deed** truly depicts the area of the **Demised Plot** and that it shall have no claim of any nature whatsoever against the **Sub-Lessor** in this regard.
24. The **Sub-Lessee** specifically understands that the **Demised Plot** is being conveyed to him on the terms and conditions stated herein subject to the provisions of the **Lease Deeds**.
25. The **Sub-Lessee** shall not have any exclusive right, title or interest in the common areas and other facilities in any manner whatsoever excepts the right of use.
26. 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.
27. The **Sub-Lessee** has inspected and satisfied himself regarding the site, the **Development Plans**, ownership records, the **Lease Deeds** and other documents relating to the title and all other details of the **Demised Plot**, that the Sub-Lessee considers relevant for the transaction contemplated herein.

28. The **Sub-Lessee** has satisfied himself about the right title and capacity of the **Sub-Lessor** to deal with the **Demised Plot** and the **Subject Land** and has understood all the limitations and obligations thereof.
29. The **Sub-Lessee** shall observe perform and abide by all the rules and regulations as may be specified from time to time , by the **Sub-Lessor /YEA** in relation to **Jaypee Green Sports City** in general and the **Demised Plot** in particular, including but not limited to the rules and regulations set out in the Standard Terms and Conditions of the allotment as contained in the Applications Form.
30. 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.
31. The **Sub-Lessee** has reviewed the **Development Plans** and shall accept variations, deletions, additions, alterations, modifications in the same made either by the **Sub-Lessor** as its deem fit and proper, or by or pursuant to requirements of YEA, which alteration may involve changes, including to in the surrounding of the **Demised Plot**, change in the number and height of building , change in the nature of usage of the building s etc. at Jaypee Greens Sports city and the Sub-Lessee hereby gives his consent to such variations , deletions, and modifications etc. as aforesaid.
32. 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), independent houses, Apartments or other structures and services in the area adjoining the **Demised Plot**;
 - (ii) putting up additional constructions, residential, commercial or of any other kind at **Jaypee Greens Sports City**; and
 - (iii) Amending/ altering the **Development Plans**.
33. The **Sub-Lessee** shall, at its own cost, keep **Demised Plot** the construction Raised thereon, partitions, pipes and appurtenances, thereto a belonging thereto, in good state and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the constructed property on or pertaining to the Demised Plot are not damaged or jeopardized in any manner whatsoever.
34. The **Sub-Lessee** shall be bound by and fully abide by the covenants in Lease Deeds that applies to it as a **Sub-Lessee** of the **Demised Plot** and to comply or ensure compliance with all requirements of the laws in force in the regard.
35. The building constructed on demised plot shall be used for permissible lawful residential purpose only. In case the **Sub-Lessee** allows the use occupation and construction on the **Demised Plot to any** person other than the **Sub-Lessee himself**, the **Sub-Lessee** shall ensure that all obligations, liabilities and responsibilities devolving upon him under this **Sub-Lease Deed**, shall be complied with by the user occupier of the Demised Plot and shall bring all obligations, liabilities and responsibilities to the notice of such user or occupier of the Demised Plot as part and parcel of the terms and conditions of the agreement of the **Sub-Lessee** with such user or occupier of the Demised Plot.

36. 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 of all claims, actions, as may be brought by the Co-inhabitants of the **Sub-Lessee**/ his guests or any person claiming through him , and all losses, damages, penalties, attorney fee, etc. as may be suffered by the **Sub-Lessor** on account of any act or omission by the **Sub-Lessee** . **Sub -Lessee(s)** shall also indemnify **sub-Lessor** against all actions, loss or damage on account of anything done or omitted to have been done towards the development of the **Demised Plot**.
37. In case the breach or default of the terms and conditions of this **Sub-Lease Deed** by the Sub- Lessee , YEA, and /or the Sub -Lessee may at their sole discretion ,issue a written notice calling upon the Sub- Lessee to rectify the breach or default within such period as may be specified under the said notice . The **Sub-Lessee** , immediately upon receipt of such notice of such breach or default within the period specified under the notice and inform the **Sub-Lessor** and /or YEA. As the case may be of such rectification or removal of breach or default by a written notice failing which **YEA and /or Sub-Lessor and /or Sub-Lessor** shall have the right at its sole discretion, to take such action as may be considered appropriate, including resumption of the plot with building thereon. The decision of the **Sub-Lessor** and or the **YEA** in the this respect shall be final , conclusive and binding on the **Sub- Lessee**.
38. The **Sub-Lessee** shall not in any manner encroach upon the **Common Areas & Facilities** not handed over to the **Sub-Lessee**. All unauthorized encroachments, in any manner whatsoever, made by **Sub-Lessee** shall be treated as a default as per this **Sub-Lease Deed**.

39. 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 Plot** or the construction raised thereon without a Transfer Permission from **YEA** and the **Sub-Lessor** in such form as may be, **YEA 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 dues, payable by the Sub-Lessee to Yea, **the Sub-Lessor** and /or the **Designated Maintenance Agency**.
40. Where the **YEA** and /or the **Sub-Lessor** gives consent for alienation, transfer or disposal of interest, rights of the **Sub-Lessee** to any other person, such transfer shall always be subject to the laws applicable, including payment of the applicable charges, duty taxes, levies, etc. as payable to any concerned authority/body/agency/**Sub-Lessor**, as the case may be.
41. The **Sub- Lessor** and the **Sub-Lessee** hereby agree that all notices by one to the other Party shall be deemed to have been served if delivered personally or sent by registered post to such Party at, the respective addresses specified herein above.
42. It shall be the responsibility of the **Sub-Lessee** or the subsequent Sub-Lessee, as the case may be, to inform the **Sub-Lessor** and **YEA**. By Registered Post of all subsequent charges, in his address, failing which all notice and other communication sent at the **Demised Plot** shall be deemed to have been received by the **Sub-Lessor** shall notify any change in the registered office address to the **Sub-Lessee** or the subsequent Sub-Lessee as the case may be and till such time any change

in the registered office is notified, all notices and other communications sent to the Sub-Lessor at the registered office specified hereinabove shall be deemed to have been duly received by it.

43. Any further sub lease, transfer or disposal in any other permissible manner of the **Demised Plot** and the construction raised thereon by the **Sub-Lessee** shall be with respect to the whole of the **Demised Plot** and the construction raised thereon and the **Sub-Lessee** shall not be entitled to sub-divide the **Demised Plot** or alienate or transfer any part thereof while retaining any right in the **Demised Plot**.
44. The **Sub-Lease Deed** constitutes the entire understanding of the terms and conditions between the **Parties** with respect to the sub lease of the **Demised Plot** to the **Sub-Lessee** and supersedes and cancels any or all prior oral or written discussions, representation, understanding, arrangement, communication or expression of intent, if any between the Parties relating to the **Demised Plot** and /or Subject matter of the **Sub-Lease Deed**.
45. 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.
46. This **Sub-Lease Deed** shall be construed and interpreted in accordance with and governed by the laws of Union of India. The local Courts of Gautam Budh Nagar (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**.

IN WITNESS WHEREOF the **Parties** have caused these presents to be executed on their respective behalf on the day, month and year first hereinabove written in the manner hereinafter appearing:

SIGNED AND DELIVERED BY
the within named Sub-Lessor

Jaiprakash Associates Limited

Authorised Signatory

SIGNED AND DELIVERED BY
the within named Sub-Lessee/

WITNESSES:

1.

2.

Enclosures: Annexure - : Schedule of Land/Property

Annexure – : Location Plan