

**SUB-LEASE DEED**

**Premises No** : Condominium/Unit No. \_\_\_\_\_ at \_\_\_ Floor in Tower No. \_\_\_ in the Project 'LEGACY BY GAURS', Plot B-10, situated at Jaypee Greens, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh

**Village/ City** : Jaypee Greens, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh

**Carpet Area** : \_\_\_\_\_ square meters (\_\_\_\_\_ square feet)

**Consideration** : Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

**Value as per Circle rate** : Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

**Stamp duty paid** : Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (As per Consideration) (Rounded off)

**BOUNDARIES:-**

**At or towards the EAST** :}  
**At or towards the WEST** :} As per Condominium/Unit Plan Annexed  
**At or towards the NORTH** :}  
**At or towards the SOUTH** :}

## SUB-LEASE DEED

This Sub-Lease Deed ("Sub-Lease Deed/Deed") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Greater Noida, District Gautam Budh Nagar, Uttar Pradesh.

### By and Between

**GOLF HORIZON LLP** (LLPIN- AAO-5488, PAN-AATFG8105F), a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act 2008 having its registered office at Office No-F-101, First Floor, Plot no 2/3, Ashish Commercial Complex, LSC, New Rajdhani Enclave, Delhi-110092, and its corporate office at Gaur Biz Park, Plot No.-1, Abhay Khand-II, Indirapuram, Ghaziabad, (hereinafter referred to as the "**SUB-LESSOR/LLP/DEVELOPER**" 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 assignees), of the FIRST PART, acting through its authorized signatory Mr./Mrs./Ms. \_\_\_\_\_ (son/daughter/wife of Shri \_\_\_\_\_, and having Aadhar no. \_\_\_\_\_), authorized vide the authority letter dated \_\_\_\_\_ (attached herein);

### AND

Mr./Mrs./Ms. \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) & (PAN \_\_\_\_\_) aged \_\_\_\_\_ about \_\_\_\_\_ residing \_\_\_\_\_ at \_\_\_\_\_ and Mr./Mrs./Ms. \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) & (PAN \_\_\_\_\_) aged \_\_\_\_\_ about \_\_\_\_\_ residing \_\_\_\_\_ at \_\_\_\_\_, hereinafter called the "**SUB-LESSEE(S)/ALLOTEE(S)**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the SECOND PART.

*(Hereinafter, the Sub-Lessor/LLP/Developer and the Sub-Lessee(s)/Allottee(s) shall collectively be referred to as the "**Parties**" and individually as the "**Party**".)*

### WHEREAS:

- A. Jaiprakash Associates Limited ("JAL"), a company incorporated under the provisions of the Companies Act 1956 and validly existing under the provisions of the Companies Act 2013, bearing corporate identification number L14106UP1995PLC019017, held the leasehold rights of the land admeasuring:
  1. 222.42 acres on leasehold basis by virtue of the Lease Deed dated June 8, 2000 executed by the Greater Noida Industrial Development Authority (GNIDA) in favour of Mussoorie Hotels Limited (name changed to Jaypee Greens Limited (JGL) which subsequently merged with JAL) ("Lease Deed 1");

2. 14.4565 acres on leasehold basis by virtue of the Lease Deed dated May 18, 2001 executed by the GNIDA ("Lease Deed 2") in favour of Jaypee Greens Limited (now JAL); and
3. 215.38 acres on leasehold basis by virtue of the Lease Deed dated June 8, 2000 ("Lease Deed 3") executed by the GNIDA in favour of Mussoorie Hotels Limited (name changed to Jaypee Greens Limited (JGL) which subsequently merged with JAL)

(Hereinafter, The Lease Deed 1, Lease Deed 2 and the Lease Deed 3 shall collectively be referred to as the "Lease Deeds". Land transferred through Lease Deed 1 and Lease Deed 2 above is hereinafter referred to as "**Land-1**" and land transferred through Lease Deed 3 above is hereinafter referred to as "**Land-2**".)

B. JAL was developing the aforementioned land parcels in an integrated manner as per respective plans of Land-1 and Land-2 approved by GNIDA, including, *inter alia*, 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, etc. and their connectivity to the individual plots.

C. JAL had prepared the layout and other plans for the development of Land 1 which were approved by GNIDA and which remain valid till date.

D. JAL had availed a loan facility from HDFC Bank Ltd and vide the mortgage deed dated 11.09.2012, mortgaged some of the land parcels being developed by JAL which *inter alia* included the vacant land by the name and style of "B-10" ( $377.75 \times 27.17 = 10263.468$  square meters), having ground coverage of 6,500 square meters forming part of the land admeasuring 8.28 acres as mentioned under the category 'Residential/Commercial' (B type building) under the heading "Abstract Land-1" in the approved revised layout plan sanctioned by GNIDA vide Letter No. BP-907(S)/Rec/OPA-5578 dated 14.08.2012, out of the land mortgaged 17.20 acres in the project by name of "Japypree Greens" ("Township") at Greater Noida, District Gautam Budh Nagar, Uttar Pradesh with all the construction thereon both present and future, along with the approved FAR being 7,78,380 square feet (72,313.250 square meters) and all the rights, estate, interest, benefits and receivable, arising therefrom ("Project Land").

E. Subsequently HDFC Bank Ltd acquired the Project Land under the provisions of the SARFAESI Act and sold the same to LLP by virtue of the deed of certificate of sale dated 22.11.2019, which was registered duly registered in the office of Sub-Registrar, Sadar, Greater Noida, Gautam Budh Nagar, Uttar Pradesh in Book No. 1, Volume No. 34919 on pages 77 to 126 with registration number 38057 on 23.11.2019 ("Deed of Certificate of Sale").

F. The said Project Land was earmarked by the Sub-Lessor/LLP/Developer for the purpose of developing a group housing complex and the building plans for which have already been

sanctioned in the name of Golf Horizon LLP vide GNIDA's letter dated \_\_\_\_\_ bearing reference number \_\_\_\_\_ ("Sanction Plan")

- G. The group housing complex, which has been developed upon the Project Land in the name and style of "**LEGACY BY GAURS**" ("Project"), has been registered with the Real Estate Regulatory Authority at Lucknow, under the provisions of the Act, on date \_\_\_\_\_ under registration no. \_\_\_\_\_.
- H. The Sub-Lessor/LLP/Developer is fully competent to enter into this Sub-Lease Deed and has completed all the legal formalities with respect to the right, title and interest of the LLP/Developer regarding the Project Land on which Project is to be constructed.
- I. The Sub-Lessee has seen all documents of titles, all other relevant papers, building plans etc. of the Project, and has fully satisfied itself about the authority, power, right and title of the Sub-Lessor/LLP/Developer and signed the Agreement to Sub-Lease dated \_\_\_\_\_ with the Sub-Lessor/LLP/Developer and in pursuance whereto the Sub-Lessor/LLP/Developer has agreed to sub-lease and the Sub-Lessee has agreed to take on sub-lease the condominium/unit no. \_\_\_\_\_ on the \_\_\_\_\_ floor of the tower \_\_\_\_\_ in the Project, having Carpet Area \_\_\_\_\_ sq. ft. (\_\_\_\_\_ sq. mtrs.) ("**Condominium/Unit**"), complete with parking no. \_\_\_\_\_ along with imparible and undivided pro-rata, proportionate share in the land of the Project ("**Common Areas**") for a total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) on the terms and conditions appearing hereinafter.

(Note: The Project adopts and implements a practice wherein the 13<sup>th</sup> floor is designated and marked as the 14<sup>th</sup> floor across all blocks. Following this pattern, subsequent floors are designated and marked accordingly.)

- J. The Sub-Lessee has taken Housing Loan From \_\_\_\_\_
- K. The Parties have gone through all the terms and conditions set out in this Sub-Lease Deed and understood the mutual rights and obligations detailed herein;
- L. The said Condominium/Unit shall be sub-leased as an independent condominium/unit with undivided interest in the common areas and facilities of the Project subject to the description mentioned in the Deed of Declaration (DOD) submitted under section 12 of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.
- M. The Sub-Lessee also understands that the membership fee and the terms & conditions for use of any amenities within the Project shall be such as may be prescribed/ decided by the Sub-Lessor/LLP/Developer and/or its nominated agency from time to time. The Sub-Lessee shall also strictly follow all the rules and it is clearly specified herein that amenities within the

Project means amenities developed by the Sub-Lessor/LLP/Developer particularly for the Project. The Sub-Lessee also understands that by sub-leasing the Condominium/Unit, Sub-Lessee shall not get any right to the amenities/ facilities in the Township.

- N. The Parties hereby confirm that they are signing this Sub-Lease Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- O. 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 Sub-Lease Deed and all applicable laws, are now willing to enter into this Sub-Lease Deed on the terms and conditions appearing hereinafter;
- P. In accordance with the terms and conditions set out in this Sub-Lease Deed and as mutually agreed upon by and between the Parties, the Sub-Lessor/LLP/Developer hereby agrees to sub-lease and the Sub-Lessee(s) hereby agrees to take on sub-lease the said Condominium/Unit alongwith the open/covered parking (if applicable) as specified herein.

**NOW THEREFORE, 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**

**Act:** means the Real Estate (Regulation and Development) Act 2016.

**Applicable Law(s):** means all statutes, enactments, acts of legislature or parliament, including the Act, ordinances, laws, rules., bye-laws, building bye-laws, regulations, notifications, guidelines, directives and orders of the state government, statutory, municipal, or regulatory authority (including those issued by the GNIDA), tribunal, board, court, including approvals, guidelines, requirement or other governmental restriction and whether in effect as of the date of this Agreement or thereafter.

**Authority:** means Uttar Pradesh Real Estate Regulatory Authority.

**Carpet Area:** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Explanation. — For the purpose of this clause, the expression “exclusive balcony or verandah area” means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and “exclusive open terrace area” means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;

**Common Area: means**

- (i) the entire land for the real estate project, or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
- (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
- (iii) the common basements, terraces, parks, playground, open parking areas and common storage spaces;
- (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
- (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vii) all community and commercial facilities as provided in the real estate project;

**Explanation:-** community & commercial facilities shall include only those facilities which have been provided as common areas in the real estate project.

- (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use

**Common Area Facilities:** means all the facilities which will be developed for the use of allottees/occupants of the Project.

**Government:** means Government of Uttar Pradesh

**Project:** means the entire group housing complex being developed by the LLP/Developer on the Project Land in the name and style of “**LEGACY BY GAURS**”.

**Project Land:** means the entire plot of land being plot no. “B-10” ( $377.75 \times 27.17 = 10263.468$  square meters), having ground coverage of 6,500 square meters, situated at Jaypee Greens, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh that has been sold and transferred in favour of the LLP/Developer, as specified in the details outlined in Recital E of this Agreement, and upon which the Project is being developed.

**Project Maintenance Charges:** means the monthly charges payable by each allottee/occupant of the condominiums/units within the Project to the Sub-Lessor/LLP/Developer and/or the nominated agency of the Sub-Lessor/LLP/Developer for maintaining various services like maintenance of security, cleaning of all the common area facilities inside the project.

**Regulations:** means the regulations made under the Act.

**Rules:** means the rules for the state under the Act.

**Section:** Means section of the Act.

**Total Area:** - means the Carpet Area and the proportionate Common Area.

**Note:** For the purpose of clarity Common area maintenance charges and other facility charges are taken and calculated on the Total Area which includes Carpet Area and proportionate share in the other common areas.

**Township Maintenance Charges:** means monthly charges payable by the allottees/owners/occupiers of the condominiums/units in the Project, to the Sub-Lessor/LLP/Developer and/or its nominated agency for maintaining various services like maintenance of security, cleaning of all the common area facilities inside the Township and it shall be transferred to Jaiprakash Associate Limited "JAL" or its nominated agency which is maintaining the same.

**2. TERMS AND CONDITIONS:**

2.1 That in consideration of the Sub-Lessee having duly remitted the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) the receipt of which is hereby acknowledged by the Sub-Lessor/LLP/Developer, signifying the complete and conclusive consideration, the Sub-Lessor/LLP/Developer hereby effects the transfer and conveyance of the said Condominium/Unit and both the Sub-Lessor/LLP/Developer and the Sub-Lessee accept that aforesaid consideration is for the "Total Carpet Area as specified herein". This sub-lease is in strict alignment with the Condominium's/Unit's floor plan, specifications of the Condominium/Unit, the parking no. with the parking layout plan. Concurrently, this sub-lease includes the associated rights, easements, and appurtenances, contingent upon the Sub-Lessee's commitment to adhere to and fulfil the terms and conditions detailed herein.

However, it is admitted, acknowledged and so recorded by and between the Parties that all other rights except what have been mentioned herein, lies with the Sub-Lessor/LLP/Developer i.e. to carry out further construction in case of any change in the FAR, open spaces, parking spaces (except what has been conveyed herein) or tot-lots, public amenities, Community Imperial which includes, gym, swimming pool, lounge, café, play room, and other related facilities etc., which will be under the sole ownership of the Sub-Lessor/LLP/Developer who will have the full authority and power to use and/or transfer the same in any manner whatsoever and this Sub-Lease Deed is executed for the said Condominium/Unit of which the Sub-Lessor/LLP/Developer has received all and full consideration of the sale price. It is agreed between the Parties that Sub-Lessee shall have right to use only the common area as described in Deed of Declaration (DOD) as provided in the section 12 of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and facilities of the said Condominium/Unit in Project.

- 2.2 The aforesaid consideration, inter alia, includes recovery of price of land, construction of [not only the said Condominium/Unit but also] the Common Areas, internal development charges, external development charges, cost of providing electric infrastructure, lift, water line and plumbing, finishing as per specifications, fire detection and firefighting equipment in the Common Areas, etc. all as per the specification attached and includes cost for providing all other facilities, amenities and specifications to be provided within the said Condominium/Unit and the Project. Further, it does not include the maintenance charges, IFMS, water charges, common area electricity charges and any other charges.
- 2.3 That the Sub-Lessor/LLP/Developer has handed over actual physical possession of the said Condominium/Unit to the Sub-Lessee at the time of execution of this Sub-Lease Deed and the Sub-Lessee hereby confirms to have taken over possession of the said Condominium/Unit from the Sub-Lessor/LLP/Developer, and the Sub-Lessee has checked and satisfied himself/herself/themselves as to the area of the said Condominium/Unit, quality and extent of construction and items as per specifications in relation thereto and the Sub-Lessee has agreed not to raise any dispute at any time in future on this account.
- 2.4 That upon taking over possession of the said Condominium/Unit the Sub-Lessee shall have no complaint or claim against the Sub-Lessor as to any kind of delayed possession penalty as per the Act, any item of work, quality of work, material, area/size of the Condominium/Unit or on any other ground whatsoever.

**3. REPRESENTATIONS BY THE SUB-LESSOR/LLP/DEVELOPER**

- 3.1 The Sub-Lessor/LLP/Developer has absolute, clear and marketable title with respect to the said Project Land; the requisite rights to carry out development upon the said Project Land and absolute, actual, physical and legal possession of the said Project Land for the Project;
- 3.2 The Sub-Lessor/LLP/Developer has the right to execute this Sub-Lease Deed 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 judicially be affected;
- 3.3 The Sub-Lessee shall have exclusive ownership of the said Condominium/Unit and is entitled to transfer and convey its right, title and interest in the said Condominium/Unit and that the same is free from all encumbrances.
- 3.4 The Sub-Lessor/LLP/Developer has not entered into any agreement to sub-lease and/or sub-lease deed or any other agreement/arrangement with any person or party with respect to the said Condominium/Unit which will, in any manner, affect the rights of the Sub-Lessee under this Sub-Lease Deed;
- 3.5 The Sub-Lessor/LLP/Developer confirms that the Sub-Lessor/LLP/Developer is not restricted in any manner whatsoever from sub-leasing the said Condominium/Unit to the Sub-Lessee in the manner contemplated in this Sub-Lease Deed;

3.6 The said Condominium/Unit shall be sub-leased as an independent condominium/unit with undivided interest in the common areas and facilities of the Project subject to the description mentioned in the Deed of Declaration submitted under section 12 of the U.P. Apartment (Promotion of Construction Ownership and Maintenance) Act, 2010. However, the Sub-Lessee shall not have any title or ownership of the Common Areas in any manner whatsoever.

**4. REPRESENTATION BY THE SUB-LESSEE/ALLOTTEE**

4.1 The Sub-Lessee hereby acknowledges, understand, undertakes, agrees, accepts, affirms and confirms that:

- a) That the Sub-Lessee, prior to the execution of this Sub-Lease Deed, had applied to the Sub-Lessor/LLP/Developer for allotment of the Condominium/Unit after satisfying and understanding about the implications of the restrictions, covenants etc. mentioned in the Lease Deeds as well as other laws applicable to the Project Land and the Condominium/Unit.
- b) That the Sub-Lessee has inspected the site, the Sanction Plan, ownership records, the Lease Deeds and other documents relating to the title and all other details of the Project and the Condominium/Unit, which the Sub-Lessee considers relevant and has satisfied himself/ herself about the right, title and capacity of the Sub-Lessor/LLP/Developer to deal with the Project and the Condominium/Unit and has understood all the limitations and obligations thereof.
- c) 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.
- d) The Sub-Lessee has agreed to bear all the expenses for completion of formalities associated with the Sub-Lease Deed including cost of stamp duty, registration fee and other expenses related to registration etc. as per applicable law, rules, and regulations.
- e) The Project "**LEGACY BY GAURS**" is a part of the Township i.e. Jaypee Greens and the layout plan of the Township has been sanctioned by the GNIDA wherein land of various projects and purposes has been duly earmarked. The undivided interest in the Common Areas and Common Area Facilities shall be confined up to this particular Project only (as specified herein). The up keeping and maintenance of the Project will be carried out either by the Sub-Lessor/LLP/Developer itself and/or its duly appointed management agency. The owner(s) of respective condominiums/units within the Project shall be liable to pay maintenance charges where at present the amount of maintenance is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per month per condominium/unit (GST Additional), out of which Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per month shall be transferred to the JAL or its nominated agency on account of Township maintenance charges. The said maintenance charges shall be escalated 10% every year and Township maintenance shall also be escalated proportionately.

**Note:-** In future, if there is any increase in Township maintenance charges by the JAL or its nominated agency, then component of Township maintenance charges shall be revised accordingly in addition to revision of maintenance as per agreed terms.

f) The Sub-Lessor/LLP/Developer shall be responsible to provide and maintain essential services in the Project, either by itself or through its maintenance agency, till the taking over of the Project by the RWA/AOA or upon the issuance of the completion certificate/occupancy certificate/deemed completion certificate/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable), whichever is earlier. However, if the RWA/AOA is not formed within 1 year of the completion certificate/occupancy certificate/deemed completion/deemed occupancy certificate/temporary completion certificate or temporary occupancy certificate (as applicable), the Sub-Lessor/LLP/Developer will be entitled to collect from the sub-lessee(s)/allottees amount equal to the amount of maintenance disclosed in para (c) above + 10% in lieu of price escalation every year for the purpose of the maintenance for next 1 year and so on.

The Interest Free Maintenance Security (IFMS) deposit is payable to the Sub-Lessor/LLP/Developer totalling to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only). Out of this amount a certain portion of IFMS shall be transferred to JAL or its nominated agency. Further, the IFMS amount can also be used by the LLP/Developer for the replacement of any capital equipment or for any capital expenditure.

The balance amount of IFMS will be handed over to the RWA/AOA at the time of handing over the maintenance and common area of the project, as per the norms of definitive sub-lease deed/MOT signed with registered RWA/AOA, after the deduction of security deposit or any other deposit with any other statutory authority which was deposited earlier by the Sub-Lessor/LLP/Developer for electricity connection and any further work for the Project. Further, any outstanding charges due from the sub-lessee(s)/allottee(s) on account of electricity maintenance or any other charges shall also be deducted from the total IFMS amount to be transferred to the RWA/AOA.

g) The Sub-Lessee shall enter into a separate maintenance agreement ("**Maintenance Agreement**") (as may be required by the Sub-Lessor/LLP/Developer), with the Sub-Lessor/LLP/Developer and/or its designated maintenance agency ("**Designated Maintenance Agency**") for the maintenance of common areas and facilities. The Sub-Lessee shall abide by the terms and conditions of the Maintenance Agreement.

h) The Sub-Lessor/LLP/Developer shall charge a minimum amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per condominium/unit per month or actual bill on basis of consumption, whichever is higher, towards the water supply charges and a minimum amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per condominium/unit

per month or actual bill on basis of consumption, whichever is higher, towards the Common Area Electricity charges. GST shall be charged additionally. These charges are apart from Maintenance charges. These rates shall be subject to escalation every year by minimum @ 10% per annum. Water meter cost shall be borne by the Sub-Lessee.

- i) During the lease period the Sub-Lessee(s) shall promptly pay all dues pertaining to the maintenance of the Common Areas and Common Area Facilities to the Sub/Lessor/LLP/Developer/Designated Maintenance Agency and/or any other charges payable towards water supply, electrical supply and other related services as per the invoices raised by the Sub-Lessor/LLP/Developer/Designated maintenance Agency. In case the Sub-Lessee defaults in payment of such dues on the due dates at any stage, the Sub-Lessee agrees to pay fine for such default as may be fixed by the Sub-Lessor/LLP/Developer/Designated Maintenance Agency. In the event the default continues for more than two months, the Sub-Lessor/LLP/Developer and/or the Designated Maintenance Agency may thereafter, at its sole discretion, stop the use of Common Areas and Common Area Facilities by and restricting the supply of water and/or electricity to the Sub-Lessee or the residents/occupants within the Condominium/Unit.
- j) The Sub-Lessee accepts and acknowledges that the Project is part of Township for which necessary agreements, lease deeds and documents have been executed between JAL and Government of Uttar Pradesh/GNIDA. All the stipulations outlined in these agreements, lease deeds and documents, including the Lease Deeds, the Deed of Certificate of Sale shall be applicable to the Project Land and shall be binding upon the Sub-Lessee. Further, the Sub-Lessee shall abide by the laws as may be applicable to the Project, Project Land, Condominium/Unit including inter- alia all regulations, bye-laws, directions and guidelines of GNIDA and other relevant authorities.
- k) The taxes, dues, demands, charges, duties etc. if any, levied or leviable in respect of the Condominium/Unit by the Government and / or other local authorities shall be payable by the Sub-Lessee with effect from the date of possession of the Condominium/Unit or the date of execution of this Sub-Lease Deed, whichever is earlier. The Sub-Lessor/LLP/Developer and/or the Designated Maintenance Agency shall be entitled to collect the said taxes, dues, demands, charges, duties etc. on pro rata basis from the Sub-Lessee so long as each residential unit is not separately assessed for such purposes.
- l) The Sub-Lessee shall also be liable for paying any increase in the lease rent and/or any charges demanded by the Government/JAL on a pro-rata basis. Additionally, any demand and/or imposition, retrospectively or prospectively, including but not limited to farmer compensation, land use charges, freehold charges, metro cess, Ganga water tax, or trade tax, property tax, house tax, sewer tax, additional levies, rates, taxes, charges, cess, fees, and/or interest thereon arising out of any order/notification/circular/advisory or direction issued by the Central Government,

State Government, GNIDA, or any other Statutory or other local authority(ies), department, or by the Hon'ble Supreme Court or any other court or judicial authority shall also be payable by the Sub-Lessee proportionately as per such order/notification/circular/advisory or direction. The Sub-Lessee is required to make these payments without objection or delay. In case any such demand of service tax, trade tax, property tax, house tax, water tax, sewer tax, rates, charges, fee, cess, levy, metro cess etc. is/are already paid by the Sub-Lessor/LLP/Developer, the proportionate amount thereof will be payable and be paid by the Sub-Lessee and any default by the Sub-Lessee in making such payment in time would constitute a lien upon the said Condominium/Unit. The Sub-Lessor/LLP/Developer undertakes and agrees that while raising a demand on the Sub-Lessee(s) for increase in development charges, farmer compensation charges /cost imposed by the competent authorities, the Sub-Lessor/LLP/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Sub-Lessee(s), which shall be payable along with subsequent demands and Sub-Lessee(s) shall make payment of the same without any demur and shall not raise any objection for the same.

- m) Any delay by the Government authorities in providing amenities such as road, electricity, sewer, and water supply etc. shall not be attributed to the Sub-Lessor/LLP/Developer.
- n) That it shall be necessary to obtain a No Dues Certificate/NOC from the Sub-Lessor/LLP/Developer in case of subsequent sub-lease/transfer along with due submission of the particulars of the subsequent transferee(s) with the Sub-Lessor/LLP/Developer, and the said NOC will be issued by the Sub-Lessor/LLP/Developer upon payment of applicable administrative charges and transfer charges + taxes as applicable at that time, further in case any transfer charges are payable to GNIDA and JAL that will be paid directly by Allottee.
- o) That whenever the title of the said Condominium/Unit is transferred, in any manner whatsoever, it will be the responsibility of the transferor to pay the outstanding maintenance charges, transfer NOC charges of the Sub-Lessor/LLP/Developer as applicable and other charges and obtain the No Dues of the Project from the Sub-Lessor/LLP/Developer and/or its nominee(s)/RWA/AOA before effecting the transfer of the said Condominium/Unit, failing which the transferee occupying the said Condominium/Unit shall have to pay the outstanding dues.
- p) The electricity infrastructure shall be provided for the capacity as opted in the application form and also in accordance with all other terms and conditions as per the electricity supply agreement (If Required),  
**Note:** At the time of applying for electrical connection there may be the following two scenarios:

- (i) Single Point Connection: In this case the Sub-Lessor/LLP/Developer shall provide the infrastructure and meter to the Sub-Lessee. The proportionate security amount deposited with the concerned electricity/power authority will be deducted from the IFMS at the time of handing over the maintenance and Common Areas of the Project to the Residents Welfare Association ("RWA")/Condominium Owners' Association ("AOA").
- (ii) Multi point Connection: In this case, the Sub-Lessor/LLP/Developer shall provide the infrastructure for electricity in the said Condominium/Unit and the Sub-Lessee will apply directly for electricity connection to the concerned electricity/power authority/ UPPCL/PVVNL etc. The cost of the meter, its installation, and security deposit shall be borne by the Sub-Lessee itself.

Note: The electrical installation/ transformers/ E.S.S. equipment and cabling shall be designed with 60 % diversity factor. For example for 100 KVA load only 60 KVA capacity shall be installed.

- q) That the power back-up facility will be provided through D.G. and its fixed and variable charges shall be payable by the sub-lessee(s)/allottee(s) and its rate shall be decided at the time of offer for possession or thereafter, depending upon the prevailing prices of fuel. The DG equipment and cabling shall be designed with 80% diversity factor. For example for 100 KVA load only 80 KVA capacity shall be installed. The D.G. back-up facility shall be subject to the policies of the Government and any modifications or alterations to the same in compliance with the changes in these policies shall incur additional charges for the allottees/sub-lessee(s).
- r) That in case reissuance of allotment letter/agreement to sub-lease, Sub-Lease Deed, permission to mortgage or any other document is required and requested by the Sub-Lessee or Bank/NBFC/Housing Finance Company/any other Financial Institution, the Sub-Lessor/LLP/Developer has the sole right to reissue or reject the reissuance. The reissuance at every time shall attract a fee of Rs. 25000/- (Rupees Twenty-Five Thousand only) (plus applicable GST), as administrative charge and shall be payable by the Sub-Lessee.
- s) The Project consists of multiple towers that will be constructed in a phased manner, with the acquisition of the relevant part completion certificate/part occupancy certificate, completion certificate/occupancy certificate, deemed completion/deemed occupation for each tower. The final common areas, Community Imperial which includes gym, swimming pool, lounge, café, play room, and other related facilities will only be handed over after the completion of all the towers. The Sub-Lessee and/or RWA/AOA shall be liable to pay the entire maintenance charges and shall not be entitled to withhold or reduce the maintenance charges during the progression of such work.

- t) That the Sub-Lessee understands and acknowledges that the Sub-Lessor/LLP/Developer shall be entitled to construct such other buildings on the Project Land as per the approved plans
- u) The Sub-Lessee(s)/Allottee(s) and/or the RWA/AOA are strictly prohibited from making any alterations, modifications, or changes to the exterior elevation of the Project. This includes but is not limited to any adjustments to the architectural design, facade, or structural elements of the Project and buildings/towers in the Project. Further, the Sub-Lessee(s) Allottee(s) and/or the RWA/AOA shall not have right to and are hereby expressly prohibited from altering, modifying or changing the name of the Project.
- v) The Condominium/Unit along with open/covered parking shall be treated as a single indivisible unit for all purposes. Further, it is agreed that the Project is an independent, self-contained Project covering the said Project Land and is not a part of any other project, or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise. It is clarified that the Project's/phase's facilities and amenities, other than declared as independent area in the Deed of Declaration submitted under section 12 of the U.P. Apartment (Promotion of Construction Ownership and Maintenance) Act, 2010, shall be available only for use and enjoyment of the sub-lessee(s) of the Project.
- w) The Sub-Lessee(s) shall not have any exclusive right, title or interest in any area outside the Project, and the same shall be shared by the Sub-Lessee(s) along with other occupants, as per the Project guidelines to be formulated by Sub-Lessor/LLP/Developer as provided herein and as per the Applicable Laws.
- x) The Sub-Lessee(s) and/or the RWA/AOA shall not have the right to and are hereby expressly prohibited from altering, modifying or changing the name of the Project and/or making any alterations, modifications, or changes to the exterior elevation of the Project. This includes but is not limited to any adjustments to the architectural design, facade, or structural elements of the Project building and buildings/towers in the Project.
- y) The Sub-Lessee(s) shall not use the said Condominium/Unit in any manner that causes blockage, hindrance, or nuisance to any other condominium/unit owners, common passages, terraces, or common areas and facilities within the Project. Additionally, the Sub-Lessee(s) shall not store any chemicals, combustible, or hazardous materials in the Condominium/Unit, nor engage in any activity that may cause damage to the flooring, ceiling, or neighbouring units. Any interference with the use of spaces, passages, or common amenities is strictly prohibited. The Sub-Lessee(s) shall indemnify the Sub-Lessor/LLP/Developer against any penal action, damages, or loss arising from misuse, for which the Sub-Lessee(s) shall bear sole responsibility.

- z) The Sub-Lessee(s) shall use the said Condominium/Unit for residential purposes only. However, if the Sub-Lessee(s) uses or permits to use of the said Condominium/Unit for any purpose contrary to the permissible use, then in that event, the Sub-Lessor/LLP/Developer and/or the Designated Maintenance Agency/its other Agents and/or the RWA/AOA shall be entitled to take action in accordance with law and/or the policies of the Sub-Lessor/LLP/Developer including any amendments thereto.
- aa) The Sub-Lessee(s) shall not remove any common walls of the Condominium/Unit, including load-bearing walls and partition walls/structures shared with adjacent unit holders, as the hidden RCC Columns & RCC Shear Wall support the entire structure, and no changes are permitted. The Sub-Lessee(s) shall maintain the Condominium/Unit, including walls, partitions, sewers, drains, pipes, and related appurtenances, in good condition to support and protect other parts of the Project. The Sub-Lessee(s) shall comply with all applicable laws, guidelines, bye-laws, rules, and regulations of the State Government, Central Government, GNIDA, municipal authorities, and any other local bodies, and shall be solely responsible for addressing any deviations, violations, or breaches of these laws or regulations. The Sub-Lessee(s) shall also follow all the rules, regulations guidelines specified by the Sub-Lessor/LLP/Developer with respect to undertaking any interior work within the Condominium/Unit.
- bb) The Sub-Lessee(s) shall not change or cause to be changed any structure of the said Condominium/Unit or any portion thereof and shall also not make or cause to be made any additions or alterations in the same or any part thereof, so as to cause blockage in any passage, verandahs, terraces etc. In the event of any non-compliance on this account, the Sub-Lessor/LLP/Developer shall be entitled to remove the offending structure/nuisance at the cost of the Sub-Lessee(s) and claim all costs on this account from the Sub-Lessee(s).
- cc) The Sub-Lessee(s), either directly or through the RWA/AOA, shall not raise any objection and shall not make any claim against the Sub-Lessor/LLP/Developer or its nominees, lessee, licensee etc. if any part of the top roof/terrace on/above the top floor of any of the Project buildings is given on lease or hire by the Sub-Lessor or its agents for installation of hoardings, sign boards, antenna, satellite dishes, communications towers & equipment, advertisement purposes which does not form a part of the Condominium/Unit area paid for by the Sub-Lessee, in the said Project.
- dd) That it has been agreed between the Sub-Lessor/LLP/Developer and the Sub-Lessee that save and except in respect of the Condominium/Unit hereby acquired by him, the Sub-Lessee has no right, title, interest & claim of any nature or kind except the right of ingress and egress in respect of all or any of the common areas, such as roads, lobbies, stair case, corridor etc. The common areas, parks and roads shall remain undivided and

neither the Sub-Lessee nor any other person shall take any action for partition or division of any part thereof and any covenant to the contrary shall be void.

- ee) The area declared as independent area in the Deed of Declaration submitted under section 12 of the U.P. Apartment (Promotion of Construction Ownership and Maintenance) Act, 2010 and all unsold spaces, unsold condominiums, unsold parking shall continue to be property of the Sub-Lessor and who shall be entitled to use or deal with the same for any purpose whatsoever. The Sub-Lessor/LLP/Developer also reserves its right to allot the un-allotted parking spaces in future after handing over the maintenance of the Project complex to the RWA/AOA Any condominium owner or RWA/AOA will not be allowed for any type of encroachment/construction or claim on the above said area of the Project.
- ff) No parking of car/vehicle is allowed inside the said Project complex except for those condominium/unit owners, who have reserved the car parking space. Two wheeler, scooter, motor cycle, cycle or any vehicle will be parked within same parking space allotted to the Sub-Lessee(s), no other place will be provided/allowed for the same.
- gg) The Sub-Lessee agrees that he/she/they will have to allow sweepers/maintenance staff etc. to enter in the said Condominium/Unit and/or duct etc. for cleaning/maintaining/repairing of the pipes/leakage/seepage in the said Condominium/Unit or any other condominium/unit and shall support the Sub-Lessor/LLP/Developer and/or its nominees/staff to carry out any repair activities, as may be required. In case the Sub-Lessee fails to provide its support and/or causes any objections and hindrances to such activities, the Sub-Lessor/LLP/Developer shall be entitled to stop the maintenance services and facilities.
- hh) The Sub-Lessee agrees that he/she/they will bear the cost & expenses for repairing any damages in the toilets/bathrooms/any other part of the other condominium/unit caused due to his negligence or wilful act. The Sub-Lessee will be liable and responsible for any damage to any equipment in the Project i.e. lift, firefighting equipment, motor panels, water pumps or any other infrastructure in the common area occurs due to his/her/their negligence malfunctioning or wilful act.
- ii) The contents of the said Condominium/Unit along with the connected structural part of the building shall be insured by the Sub-Lessee at his own cost against the fire, earthquake etc. The Sub-Lessor/LLP/Developer after handing over the possession of the said Condominium/Unit shall in no way be responsible for safety, stability etc. of the structure. All charges towards insurance will be paid by the Sub-Lessee either by him individually or through society/ association collectively if so formed.
- jj) That as Per Section 14 (2) of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, after obtaining the completion certificate/part

completion certificate/occupancy certificate/part occupancy certificate/deemed completion/deemed occupation of the Project, the formation of RWA/AOA shall be the joint responsibility of the Sub-Lessor/LLP/Developer and the residents/condominium owners of the Project. The Sub-Lessor/LLP/Developer shall get the RWA/AOA registered when such number of condominium/units have been handed over to the owners which is necessary to form an association or 60% of condominiums/units, whichever is more, by way of sale, transfer or possession. In the compliances of the above, if the residents/owners of condominiums/units in the Project fail to form the RWA/AOA then Sub-Lessor/LLP/Developer/Designated Maintenance Agency can withdraw the maintenance services of the Project. Only common services related to residential part shall be transferred to the RWA/AOA and unsold condominium/dwelling units, unsold parking and independent areas of limited common use shall not be handed over to the RWA/AOA and will be owned by the Sub-Lessor/LLP/Developer and may be sold to any agency or individual as the case may be on any terms as the Sub-Lessor/LLP/Developer would deem fit. The stilt landscape area and other common areas shall not be used for conducting personal functions, such as, marriages, birthday parties, etc., without the prior written consent from the Sub-Lessor/LLP/Developer/Designated Maintenance Agency.

- kk) Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, STP, OWC, AC plant, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Sub-Lessee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Sub-Lessor/LLP/Developer/Designated Maintenance Agency and the RWA/AOA, for rendering maintenance services.
- ll) The Sub-Lessee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Sub-Lessor/LLP/Developer and thereafter the RWA/AOA and/or maintenance agency appointed by RWA/AOA. The Sub-Lessee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- mm) That the registration expenses such as cost of the stamp papers, registration fees and the execution charges have been paid by the Sub-Lessee and the Sub-Lessee will be responsible and liable for paying under stamp, deficiency in stamps and valuation of the said Condominium/Unit for the stamp duty. Any deficiency in the stamp duty as may be determined by the Sub-Registrar/concerned authority along with consequent penalties and deficiencies and interest as may be levied/imposed in respect of the said Condominium/Unit conveyed by this Sub-Lease Deed shall be paid by the Sub-Lessee

exclusively and the Sub-Lessor/LLP/Developer shall not be liable and responsible to pay the same.

- nn) The Sub-Lessee shall, after taking possession, be solely responsible to maintain the Condominium/Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project building, or the Condominium/Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Condominium/Unit and keep the Condominium/Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project building is not in any way damaged or jeopardized.
- oo) The Sub-Lessee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Project building(s) or anywhere on the exterior of the Project, buildings therein or Common Areas. The Sub-Lessee(s)/ Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Sub-Lessee(s)/ Allottee(s) shall not store any hazardous or combustible goods in the Condominium/Unit or place any heavy material in the common passages or staircase of the Project building(s). The Sub-Lessee(s)/ Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Condominium/Unit.
- pp) The Sub-Lessee shall be bound by any condition/s hereafter imposed by GNIDA in relation to the Project and/or the Condominium/Unit and shall comply the same as if such condition/s is/ are incorporated in this Sub-Lease Deed.

## 5. **INDEMNITY BY THE SUB-LESSEE:**

- 5.1 That 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 omission by the Sub-Lessee in this regard.
- 5.2 That the Sub-Lessee hereby further assures and undertakes to observe and perform all the terms and conditions contained herein including the terms and conditions of the Lease Deeds, Deed of Certificate of Sale, 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 representatives as a result of which, in whole or in part, the Sub-Lessor or any of their representatives are made a party to, or otherwise incurs 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 such contravention or alleged contravention by the Sub-Lessee.

5.3 That in case of any breach/ default of the terms and conditions of this Sub-Lease Deed by the Sub-Lessee, the Sub-Lessor 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.

5.4 That 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 period, the Sub-Lessor shall have the right to re-enter the Condominium/Unit after determining the Sub-Lease Deed. On re-entry of the Condominium/Unit, if it is occupied by any un-authorised structure built by the Sub-Lessee, 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.

## **6. ENTIRE AGREEMENT**

This Sub-Lease Deed, along with its schedules/annexures, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Condominium/Unit, as the case may be.

## **7. RIGHT TO AMEND**

This Agreement may only be amended through written consent of the Parties.

## **8. PROVISIONS OF THIS AGREEMENT APPLICABLE ON SUB-LESSEE(S)/ALLOTTEE / SUBSEQUENT SUB-LESSEE(S)/ALLOTTEES**

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 Condominium/Unit

and the Project shall equally be applicable to and enforceable against and by any subsequent sub-lessee/allottee/occupant of the Condominium/Unit, in case of a transfer, as the said obligations go along with the Condominium/Unit for all intents and purposes.

**9. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other 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 Act or the Rules and Regulations made there under or 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.

**10. NOTICES**

10.1 That all notices to be served on the Sub-Lessee and the Sub-Lessor/LLP/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Sub-Lessee or the Sub-Lessor/LLP/Developer by Registered Post at their Respective email specified below:

**In case of Sub-Lessee**

(Name of the Sub-Lessee): \_\_\_\_\_

Resident of:- \_\_\_\_\_

WhatsApp Number :- \_\_\_\_\_

**In case of Sub-Lessor/LLP/Developer**

Golf Horizon LLP.

**Gaur Biz Park Plot No.-1, Abhay Khand-II, Indirapuram, Ghaziabad**

Email ID :- \_\_\_\_\_

It shall be the duty of the Sub-Lessee(s) to intimate the Sub-Lessor/LLP/Developer by filing the requisite form and receiving proper acceptance receipt from the officer in-charge of any change in mailing communication address/email address or WhatsApp numbers subsequent to the execution of this Sub-Lease Deed in the above address by Registered Post failing which all communications and letters posted at the above address/email or sent on WhatsApp numbers shall be deemed to have been received by the Sub-Lessor/LLP/Developer or the Sub-Lessee, as the case may be.

10.2 That 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, 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).

**11. SAVINGS:**

Sub-Lessor/LLP/Developer

Signature of the Sub-Lessee(s)/Allottee(s)

Save and except the Standard Terms and Conditions as contained in the Application Form and Agreement to Sub-Lease, 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.

**12. GOVERNING LAW**

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 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.

**13. DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled as the case may be through the Authority or Adjudicating Officer appointed under the Act.

### **SCHEDULE OF CONDOMINUM/UNIT**

ALL THAT Condominium/Unit No. \_\_\_\_\_ having carpet area \_\_\_\_\_ square meters (\_\_\_\_\_ square feet) or thereabouts at \_\_\_\_ Floor in Tower No.\_\_\_\_ of in the Project 'LEGACY BY GAURS' developed upon Plot B-10, situated at Jaypee Greens, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh, as demarcated on the Condominium/Unit Location Plan and bound as under:

<b>At or towards the EAST</b>	<b>:</b>	
<b>At or towards the WEST</b>	<b>:</b>	<b>As per Condominium/Unit Location Plan Annexed</b>
<b>At or towards the NORTH</b>	<b>:</b>	
<b>At or towards the SOUTH</b>	<b>:</b>	

**LOAN Details :-**

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Sub-Lease Deed at Greater Noida in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**Sub-Lessee/Allottee: (including joint sub-lessees/allottees)**

(1) \_\_\_\_\_

(2) \_\_\_\_\_

**Sub-Lessor/LLP/Developer:**

\_\_\_\_\_  
(Authorized Signatory)

**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**Sub-Lessor/LLP/Developer**

**Signature of the Sub-Lessee(s)/Allottee(s)**

**ANNEXURE 1**  
**PROJECT LAYOUT PLAN**

**Sub-Lessor/LLP/Developer**

**Signature of the Sub-Lessee(s)/Allottee(s)**

**ANNEXURE B**  
**CONDOMINIUM/UNIT PLAN**

**Sub-Lessor/LLP/Developer**

**Signature of the Sub-Lessee(s)/Allottee(s)**