

TRIPARTITE SUB-LEASE DEED

Sale Consideration : Rs. _____
Stamp Duty Paid on : Rs. _____
Stamp Duty : Rs. _____
Super Area : _____ Sq. Ft (_____ Sq. Mtrs)
Built Up area : _____ Sq. Ft. (_____ Sq. Mtrs)
Floor : _____
Use : [●]

This Tripartite Sub-Lease Deed is signed and executed at Noida on this _____ day of _____ 2025 (hereinafter referred to as “**Tripartite Sub-Lease Deed**”).

BY AND BETWEEN

JAYPEE INFRATECH LIMITED a company duly incorporated under the Companies Act, 1956 having its registered office at Sector 128, Gautam Buddha Nagar, Noida, Uttar Pradesh-201304, having PAN: AABCJ9042R represented through its authorized signatory [●] duly authorized vide board resolution dated [●] (hereinafter referred to as the “**Original Lessee**” which expression shall unless repugnant to the subject or context thereof shall mean and includes its representatives, successor and permitted assigns) of the **FIRST PART**;

AND

GOODLIVING INFRASTRUCTURE PRIVATE LIMITED, a company duly incorporated under the Companies Act, 1956 having its registered office at 7th Floor, Tower-C, Bhutani Alphathum, Janpath Marg, Sector-90, NOIDA, Uttar Pradesh-201301 India having PAN: [●] represented through its authorized signatory [●] duly authorized vide board resolution dated [●] (hereinafter referred to as the “**Developer**” which expression shall unless repugnant to the subject or context thereof shall mean and includes its representatives, successor and permitted assigns) of the **SECOND PART**;

AND

(FOR INDIVIDUALS)

....., (Mob:), S/o / W/o, residing at, (hereinafter referred to as the “**Allottee**”, which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her/their heirs, legal representatives, successors, nominees and permitted assigns).

OR

(FOR PROPRIETORSHIP/ PARTNERSHIP FIRMS)

M/s a proprietorship firm / partnership firm duly registered under the Indian Partnerships Act having its office at..... through its Partner / Proprietor

Sh./Ms. authorized by all the partners (hereinafter referred to as the “**Allottee**” which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors, successors and permitted assigns) of the Third Part;

OR

(FOR COMPANIES)

M/s a Company incorporated under the Companies Act, 1956, having its registered office at..... through its duly authorized signatory Sh./Ms. authorized vide Board Resolution dated (hereinafter referred to as the “**Allottee**” which expression shall unless contrary or repugnant to the context thereof include his/her executors, administrators, legal representatives, permitted assigns) of the **THIRD PART**;

WHEREAS

- A. The Government of Uttar Pradesh constituted the Yamuna Expressway Industrial Development Authority (formerly known as *Taj Expressway Industrial Development Authority*) under the U.P. Industrial Area Development Act 1976 (hereinafter referred to as “**YEA**”) for anchoring development of Yamuna Expressway Project which, *inter alia*, included construction of six-lane, 160 Km long Expressway connecting Noida and Agra (hereinafter referred to as the “**Expressway**”). A Concession Agreement dated 07.02.2003 (hereinafter referred to as the “**Concession Agreement**”) was executed between YEA and Jaiprakash Industries Limited (which was subsequently merged with Jaypee Cements Limited and underwent a name change to Jaiprakash Associates Limited (“**JAL**”).
- B. In terms of Clause 18.1 of the Concession Agreement and the directives of YEA, JAL the then Concessionaire, incorporated a Special Purpose Vehicle, namely Jaypee Infratech Limited for the implementation of the Expressway Project. All the rights and obligations of JAL under the Concession Agreement were transferred to Original Lessee by an Assignment Agreement dated 19.10.2007 duly executed by and amongst YEA, Original Lessee and JAL followed by Project Transfer Agreement dated 22.10.2007 executed between JAL and the Original Lessee and therefore, the Original Lessee is now the Concessionaire.
- C. In terms of the Concession Agreement, YEA transferred on lease to the Original Lessee, 25 (Twenty-Five) million square meters of land alongside the Expressway, including 5 (Five) million square meters of land at Noida/Greater Noida. YEA, in part discharge of its obligations under the Concession Agreement for transfer of 5 (Five) million square meters of land for development at Noida/Greater Noida, transferred on lease, for a period of 90 (Ninety) years, 498.94 Hectares (1232.38 Acres) of land (hereinafter referred to as the “**Leased Land**”), to the Original Lessee.
- D. Out of 498.94 Hectares of Leased Land, 434.35 Hectares (1072.84 Acres) land (hereinafter referred to as the “**Subject Land**”) falls in Sectors 128, 129, 131, 133 and 134 at Noida (which has since been named as Jaypee Greens, Wish Town, Noida). YEA granted unfettered right in favor of Original Lessee to Sub-Lease the whole or any part of the Subject Land, 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 YEA or of any other relevant authority.
- E. Apart from carrying out the development on the Subject Land, the Original Lessee was also granting development rights on the portions of the Subject Land for development by the third parties at the request of JAL.
- F. In furtherance to the same an assignment agreement dated January 6, 2020 was executed between Original Lessee, JAL and the Developer (“**Assignment Agreement**”) whereby the Developer has been assigned with all development rights and entitlement thereof with respect to the group housing cluster B-58, Sector 128, Wishtown, Noida admeasuring approximately 6,168 sq. mtrs. forming a part of the Subject Land as further provided in detail under Schedule I (“**Project Land**”).

- G. The Developer has developed the Project Land in accordance with the sanctioned building plans, and has constructed a project known as “**Bhutani 18**”, situated on the Project Land, having a total ground coverage of sq. mtrs. and built-up area of sq. mtrs., consisting of residential spaces with all necessary infrastructure, amenities, and common areas (“**Project**”). Accordingly, the Developer is fully authorized, competent and empowered to undertake the sale/sub-lease of the units in the said Project Land, receive the total consideration and other payments towards costs, charges and dues or as otherwise may be due from the allottees and give valid discharge/receipts thereof, make allotments of residential apartments, execute buyer’s agreement and further documentation for selling/sub-leasing the units and all other incidental documents as may be necessary in respect thereof and otherwise to do all such acts, deeds and things, as may be required or deemed necessary in respect thereof.
- H. The Allottee has carried out the inspection of the building plans of the Said Unit (*as defined below*), and has satisfied himself/herself/themselves as to the soundness of construction thereof and conditions and descriptions of all fixtures and fitting installed and/or provided therein and also the common amenities and passages, appurtenant to the Said Unit (*as defined below*) and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the Project.
- I. Pursuant to the receipt of the premium, the Developer has agreed to transfer by way of a Tripartite Sub-Lease Deed to the Allottee, Unit No. , located on Floor No., Tower....., having a total area of sq. mtrs., and carpet area of sq. mtrs. as more particularly delineated in the site/floor plan provided hereinunder Schedule II and marked in red, together with rights of easements, use of common areas, facilities, passages, and appurtenances, and an undivided proportionate share in the Project Land (hereinafter referred to as the “**Said Unit**”).
- J. The Original Lessee, Developer and Allottee now wish to execute this Tripartite Sub-Lease Deed for the Said Unit, subject to the terms and conditions contained herein.

NOW THIS TRIPARTITE SUB-LEASE DEED WITNESSETH AS FOLLOW:

1. SUB-LEASE OF THE SAID UNIT

- 1.1. That in consideration of the premium of _____ which includes the cost of superstructure and the share of land (“**Premium**”), paid by the Allottee to the Developer the receipt of which is acknowledged by the Developer, the Developer hereby subject to the Allottee adhering to the terms and conditions provided under this Tripartite Sub-Lease Deed, sells/sub-leases to the Allottee the Said Unit along with the undivided share in the Common Areas appurtenant thereto, including all rights of easement and other appurtenant rights.
- 1.2. The Developer simultaneously does hereby also sub-leases unto the Allottee the undivided proportionate rights in the Said Unit, for unexpired period of 90 (Ninety) years till February 27, 2093.
- 1.3. The vacant and peaceful possession of the Said Unit has been given to the Allottee. The Original Lessee has received any and all payments due to it under the terms of the Assignment Agreement by the Developer and the Allottee is not to pay any lease rent to the Original Lessee, during the unexpired portion of said Lease.
- 1.4. The Allottee acknowledges that they have inspected and satisfied themselves regarding the title, development rights, and compliance status of the Said Unit and the Developer’s authority to sub-lease the same.

2. TERM OF SUB-LEASE

- 2.1. The Sub-Lease hereby granted shall be for the unexpired residue of the original lease term of 90 (ninety) years granted under the Assignment Agreement (the “**Original Lease Term**”), commencing from the date of execution of this Tripartite Sub-Lease Deed.
- 2.2. The Allottee acknowledges and accepts the physical, structural, and legal condition of the Said Unit at the time of execution of this Agreement and shall not be entitled to raise any objection or claim for any deficiency or defect existing or apparent as at the date hereof.
- 2.3. The Allottee shall be entitled to enjoy peaceful possession and use of the Said Unit for the balance period of the Original Lease Term, subject always to the terms and conditions contained herein and the Assignment Agreement.

3. RIGHTS RESERVED BY DEVELOPER

- 3.1. The Developer shall be entitled to make such arrangement which includes appointment of a Maintenance Agency as are necessary for maintenance and upkeep of the Project and common services till the same has been handed over to the Association of Allottees as provided under the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010.

4. COVENANTS AND OBLIGATIONS OF SUB-LESSEE

- 4.1. The Allottee hereby covenants to faithfully perform and observe all the terms, conditions, covenants, and obligations contained in the Assignment Agreement and this Tripartite Sub-Lease Deed, as applicable to the Said Unit.
- 4.2. The Allottee shall pay municipal tax, property tax, water tax, sewerage tax, other annual rent, taxes, cess, charges, levies and impositions, levied by the any local or statutory authority from time to time in proportion to the area of the Said Unit from the date of allotment of the said Unit by the Developer.
- 4.3. The Developer and the Allottee shall, at all times duly perform and observe all the covenants and conditions which are contained in the Assignment Agreement executed between the Original Lessee and the Developer and observe the same as applicable and relating to the land pertaining to the unit given to him/her/them.
- 4.4. The Allottee will use the Said Unit for residential purpose and for no other purpose. Use of the Said Unit other than residential will render this Tripartite Sub-Lease Deed along with the other customer documents including the application form, allotment letter and builder buyer agreement/agreement to sale liable for cancellation and the Allottee will not be entitled to any compensation whatsoever.
- 4.5. Any transfer, sale, assignment or otherwise parting with the Said Unit by the Allottee will attract payment of prevailing transfer charges in addition to whatsoever other amount is payable to the Original Lessee. The decision of the Developer in respect of the transfer charges will be final & binding on the Allottee. The Allottee shall not mortgage the Said Unit for securing loan at any stage except with the prior written consent of the Developer in writing, which shall be obtained or given by the Developer subject to the terms of the Assignment Agreement. Provided that in the event of sale or foreclosure of the mortgaged or charged property the Original Lessee/Developer, as may be applicable, shall be entitled to claim or recover the amount payable to the Original Lessee/Developer, as may be applicable, on account of the unearned increase in the value of land as aforesaid and the amount of Original Lessee/Developer's, as may be applicable, share of the said unearned increase shall be first charge, having priority over the said mortgage charge. The decision of the Original Lessee/Developer, as may be applicable, in respect

of the market value of the said land and the amount payable by the Allottee to the Original Lessee/Developer, as may be applicable, shall be final and binding on all parties concerned.

- 4.6. The Allottee and all other persons claiming under him/her shall ensure that the Said Unit are kept in good shape and repairs and that no substantial material damages are caused to the Said Unit or to the sanitary works therein.
- 4.7. Stamp Duty, registration charges and other all incidental charges for execution and registration of this Tripartite Sub-Lease Deed shall be borne by the Allottee.
- 4.8. The Allottee agrees to pay all applicable transfer fees, charges, and administrative costs levied by the Developer in connection with any approved transfer, assignment, or change in shareholding.
- 4.9. The Allottee shall comply with all directions, notifications, rules, regulations, and guidelines issued by the Developer and the competent authority from time to time in relation to the use, occupation, maintenance, or management of the Said Unit.
- 4.10. The Allottee shall not make or permit any structural alterations, additions, or modifications to the Said Unit without obtaining prior written approval from the Lessor and the Lessee/Developer.
- 4.11. The Said Unit shall at all times be subject to a first charge in favor of the Original Lessee/ Developer, as may be applicable in accordance with the terms of the Assignment Agreement, for all amounts payable under this Tripartite Sub-Lease Deed, including but not limited to rent, charges, taxes, and other dues, to secure payment thereof.
- 4.12. Any permitted transfer or assignment of the Said Unit shall be subject to the transferee or assignee agreeing in writing to be bound by all the covenants, conditions, and obligations herein contained, and the Allottee shall ensure such binding effect.
5. The Allottee undertakes not to commence any structural alterations / additions or any other in period for without obtaining prior written permission of the Developer / Maintenance Agency, as the case may be. Even pursuant to the grant of the requisite permission the Allottee or the person(s) inducted by the Allottee shall ensure that the interior work does not cause any hindrance or obstruction to the other unit owners in the Tower and / or the said Project. During the course of such interior work, the Allottee or other person(s) inducted in possession of the Said Unit shall take all reasonable precautions to ensure that no damage is caused to the Common Areas and / or to the other properties in the Project. In case of any damage, the Allottee undertakes to make good of the same at his own expense, time and effort.
6. The Allottee or the person(s) inducted by the Allottee shall ensure that the interior work does not cause any hindrance or obstruction to the other unit owners in the Tower and / or the Project. During the course of such interior work, the Allottee or other person(s) inducted in possession of the said Unit shall take all reasonable precautions to ensure that no damage is caused to the Common Areas and / or to the other properties in the Project.
7. That the Allottee hereby indemnifies and undertakes to keep the Developer, their assigns, nominees, the duly nominated Maintenance Agency and their officers / employees as well as the other occupants/owners of the Project fully indemnified and harmless from and against all the consequences of breach by the Allottee of its obligations or any applicable law(s) as may be applicable to the said Unit and/or the Project and/or otherwise and / or for the time being in force as also any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them. The Allottee hereby accepts and acknowledges that this indemnity would cover all acts and omissions on the part of the personnel, representatives and/or any other person claiming under/through the Allottee.

8. All clauses of the Assignment Agreement executed by and between the Original Lessee, the Developer shall be applicable to this Tripartite Sub-Lease Deed. In case of any repugnancy of any provisions of the Assignment Agreement, and this Tripartite Sub-Lease Deed the terms of the former shall prevail.
9. This Tripartite Sub-Lease Deed and the rights and obligations of the Parties herein shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**RERA Act**”) and the rules, regulations, and directives issued by U.P. RERA, to the extent applicable. In the event of any conflict between the terms of this Deed and the provisions of RERA, the latter shall prevail.
10. All costs, charges, stamp duty, registration fees, and other related expenses incurred for the preparation, execution, and registration of this Tripartite Sub-Lease Deed, and any other ancillary documents required to give effect to the transaction contemplated herein, shall be borne exclusively by the Allottee.
11. **Governing Law and Jurisdiction**

This Tripartite Sub-Lease Deed shall be governed by and construed in accordance with the laws of India and in particular the laws of the State of Uttar Pradesh. The courts at Gautam Buddha Nagar shall have exclusive jurisdiction over any dispute arising from this Tripartite Sub-Lease Deed.

IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their respective hands and seals through their duly authorised representatives on the day, month, and year first written above.

<p>SIGNED AND DELIVERED FOR AND ON BEHALF OF JAYPEE INFRA TECH LIMITED</p> <p>By its authorised signatory: Name: [●] Designation: [●] Signature:</p>	<p>SIGNED AND ACCEPTED BY ALLOTTEE</p> <p>By its authorised signatory: Name: [●] Designation: [●] Signature:</p>
<p>SIGNED AND DELIVERED FOR AND ON BEHALF OF GOODLIVING INFRASTRUCTURE PRIVATE LIMITED</p> <p>By its authorised signatory: Name: [●] Designation: [●]</p>	

Signature:	
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WITNESSES:

1. [●]
2. [●]

DRAFT

SCHEDULE I
[Description of the Project Land]

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SCHEDULE II
[Site/Floor Plan]

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