

**PROFORMA OF THE CONVEYANCE DEED- MAY GET AMENDED IF
REQUIRED UNDER LAW**

Sub-Lease Deed

This Sub-Lease Deed ("Agreement") executed on this ____ (Date) day of _(Month), 20_ ,

By and Between

YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY _____
_____ _____ _____ hereinafter referred to as "Lessor" (which expression shall unless repugnant to context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns.

AND

LARSEN & TOUBRO LIMITED (CIN no.L99999MH1946PLC004768), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at L&T House, N.M. Marg, Ballard Estate, Mumbai 400001 and having its Corporate Office at A. M. Naik Tower, L&T Campus, Gate No. 3, Jogeshwari - Vikhroli Link Rd, Powai, Mumbai 400 072 represented by its authorized signatory _____ authorized *vide* board resolution dated _____ hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

Jaypee Infratech Limited, (having PAN AABCJ9042R) a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at Sector – 128, Noida – 201304, U.P, represented by its authorized signatory (Aadhar no.____) authorized *vide* board resolution dated _____ hereinafter individually referred to as "JIL" and **Jaiprakash Associates Limited**, a Company duly incorporated under the provision of the Companies Act, 1956 and having its registered office at Sector — 128, Noida—201304, U.P., represented by its authorized signatory ____ (Aadhar no.____) authorized *vide* board resolution dated _____ hereinafter individually referred to as "JAL". "JIL" and "JAL" shall collectively be referred to as the "Confirming Party" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its respective successor-in-interest, and permitted assigns)

AND

[If the Sub-Lessee is a company]

_____, (CIN no._____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized

signatory, _____, (Aadhar no.

_____) duly authorized *vide* board resolution dated____, hereinafter referred to as the “**Sub-Lessee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Sub-Lessee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at_____, (PAN_____), represented by its authorized partner,_____, Aadhar no._____) authorized *vide*____, hereinafter referred to as the “**Sub-Lessee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Sub-Lessee is an Individual]

Mr. / Ms._____, (Aadhar no._____) son / daughter of_____, aged about_____

_____, residing at_____, (PAN_____), hereinafter called the “**Sub-Lessee**” (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 assigns).

[OR]

[If the Sub-Lessee is a HUF]

Mr._____, (Aadhar no._____) son of____ aged about____ for self and as the Karta of the Hindu Joint Mitakshara Family known as____ HUF, having its place of business / residence at_____, (PAN_____), hereinafter referred to as the “**Sub-Lessee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[Please insert details of other allottee(s), in case of more than one allottee]

The Lessor, Promoter, Sub-Lessee, JIL and JAL shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

DEFINITIONS:

For the purpose of this Sub-Lease Deed, unless the context otherwise requires,-

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (a) “appropriate Government” means the Central Government or the government of Uttar Pradesh, as the case may be;
- (b) “Rules” means the Real Estate (Regulation and Development) (General) Rules, 2016 made

under the Real Estate (Regulation and Development) Act, 2016 applicable in the state of Uttar Pradesh;

- (c) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- (a) "section" means a section of the Act.

WHEREAS:

- A. Confirming Party through various lease deeds from the Yamuna Expressway Authority (Lessor) and its parent company JAL has all due lease rights for a period of 90 years from the date of Lease Deed on land admeasuring 463.8104 hectares, out of which land admeasuring 33.5935 hectares (i.e. 83 acres) have been divested by Confirming Party. Pursuant to the same, Confirming Party is vested with lease rights on land admeasuring 430.2169 hectares in Sectors 128, 129, 131, 133 and 134 at Noida.
- B. JIL had prepared the layout plan including the land use plan, road network plan, landscape plan and area charts for the development of 453 acres situated in Sectors 128, 129, 31, 133 and 134 at NOIDA and the same was initially sanctioned by NOIDA vide letter NOIDA /CAP/07/472 dated 31st October, 2007. Subsequently, the said layout plans were revised and amended for an area admeasuring 1072.84 acres in Sectors 128, 129, 131, 133 and 134 at NOIDA and were sanctioned by NOIDA vide letter no. NOIDA/STP/201/37 dated 23rd March, 2011. The said layout plans were again revised for development of land admeasuring 1062.84 acres i.e. the subject land and were sanctioned by NOIDA vide memo no. NOIDA/CAP/2015/774 dated 20th February, 2015 ("**Development Plans**").
- C. JIL itself, through JAL and its associate companies, is developing the above mentioned land. The project being developed on the above mentioned land is known as the 'Jaypee Greens Wish Town'. JIL apart from carrying out the development on the above mentioned land in the above manner was also granting development rights on portions of above mentioned land for development by third parties on the request of JAL and / or its associate companies.
- D. JAL being seized and possessed of or otherwise well and sufficiently entitled to and having the absolute and exclusive right thereof, and being in the exclusive physical possession, use, occupation and enjoyment of, all that piece and parcel of lease-hold non-agricultural land admeasuring 12,394 square meters, bearing group housing pocket No. B-24A and land admeasuring 12,311 square meter bearing group housing pocket No. B-22B under the arrangements with Confirming Party, and under which Confirming Party has already received the consideration for assignment of development rights from JAL. The land is part of the 'Jaypee Greens Wish Town'.
- E. Under the Development Plans, the land is earmarked for usage as a residential group housing project. In accordance with the development plans and the applicable laws, the Land is permissible to be utilised for residential group housing development.
- F. On the request of JAL and for the adequate consideration being received by JAL from the Promoter, as per the understanding arrived at between JAL and the Promoter, JIL has assigned to the Promoter, the FAR area on the piece of land, pocket No. B-24A, having area

of 12,394 Sq. Mtrs. and on pocket No. B-22B having area of 12,311 square meter, ("Said Land"), which is situated in Sector 128, Noida, forming part of the Jaypee Greens Wish Town, for the purpose of construction and development of residential group housing project, through Assignment Agreements both dated 31.07.2017 bearing nos. 5309 and 5310 ("Assignment Agreements").

- G. Pursuant to the rights available to it under the Assignment Agreement, the Promoter has constructed and developed a group housing project on the Said Land under the name and style of '**GREEN RESERVE TOWER 3 & 4** ("Project"). The Promoter has all rights to sub-lease the constructed units in the Project to ultimate customers.
- H. The Promoter is fully competent to enter into this Deed and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project has to be constructed have been completed.
- I. New Okhla Industrial Development Authority ("NODIA") (hereinafter referred to as "the Authority") granted the commencement certificate to develop the Project vide approval dated - _____ bearing registration no. _____
- J. The Promoter obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, or building, as the case may be, from Authority.
- K. The Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority (UP RERA) at _____ on _____ under registration no._____.
- L. The Sub-Lessee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square meter, ancillary/exclusive balcony area of _____ square meter, type _____, on _____ floor in [tower/block/building] no. _____ ("Building") along with _____ (_____) covered/open/stilt/tandem parking/s bearing no./s _____ admeasuring _____ square meter in the _____, as permissible under the applicable law and of pro-rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act ("Apartment") more particularly described in Schedule of Apartment hereto, for which the Promoter and Sub-Lessee had entered into an Agreement for sub-lease dated _____.
- M. The Parties hereby confirm that they are signing this Deed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- N. In accordance with the terms and conditions set out in this Deed and as mutually agreed upon by and between the Parties, the Promoter hereby sub-leases and the Sub-Lessee hereby takes on sub lease the Apartment and the covered/open/stilt/tandem parking (if applicable) as specified hereinabove.

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. CONSIDERATION & POSSESSION OF THE SAID APARTMENT:

- 1.1. In consideration of the Total Price of the said Apartment amounting to Rs./- (Rupees Only), paid by the Sub-Lessee to the Promoter, the receipt whereof the Promoter hereby admits and acknowledges, and the Sub-Lessee agreeing to observe and perform the covenants, stipulations, exceptions, reservations, terms and conditions herein contained and as contained in the Agreement executed between the Promoter and the Sub-Lessee, the Promoter hereby leases to the Sub-Lessee the Apartment as defined in Recital L with all rights, easements and appurtenances whatsoever in the said Apartment belonging or appertaining thereto to hold the same by the Sub-Lessee.
- 1.2. The consideration of the said Apartment is inclusive of recovery of proportionate cost of land, construction of not only the said Apartment but also the common areas, internal development cost, external development cost, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lifts, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas.
- 1.3. The cost of development of the said Apartment is escalation-free, save and except increases, which the Sub-Lessee hereby agrees to pay due to imposing of any external development charges, or any increase in the lease rent/ amount payable by the Promoter to the original lessor or any increase in Government rates, taxes, cess etc. and/or any other charges which may be levied or imposed by the Government/Statutory Authorities from time to time, and any such increased charges, if unpaid by the Sub-Lessee shall be treated as unpaid sale price of the said Apartment and the Promoter shall have the first charge/lien on the said Apartment for recovery of such charges from the Sub-Lessee.
- 1.4. The vacant and peaceful possession of the said Apartment has been delivered to the Sub-Lessee simultaneously with the signing and execution of this Deed and the Sub-Lessee confirms the taking over of the possession of the said Apartment after satisfying himself/herself/themselves as to the carpet area of the said Apartment and the exclusive balconies, the specifications, the fittings and fixtures installed therein and the Sub-Lessee has agreed not to raise any dispute at any time in future on this account.

2. PROMOTER COVENANTS:

- 2.1. The absolute interest which they prefer to transfer/demise by way of this Deed subsists and that they have marketable title, requisite right, full power and authority to sub-lease the said Apartment.
- 2.2. The said Apartment is free from all kinds of encumbrances such as sale, gift, mortgage, dispute, litigation, acquisition, attachment in the decree of any court, lien, court injunction, lease etc. and that hereafter if any person in any manner claims any interest or right of ownership in the said Apartment or any part thereof the Promoter shall indemnify the Sub-Lessee.
- 2.3. The Promoter shall be responsible for providing internal services within the said Project which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines & drainage lines (iv) laying of electrical lines. However, it is understood that external or

peripheral services such as water lines, sewer lines, storm water drains, roads, electricity, horticulture etc. are to be provided by the Concerned Authority up to the periphery of the said Project.

3. SUB-LESSEE'S COVENANTS:

- 3.1. The Sub-Lessee undertakes that the said Apartment shall always be used for specific purpose as specified in the said Agreement. Any change in the specified use, which is not in consonance with the theme of the said Project or is detrimental to the public interest will be treated as a breach of the condition entitling the Promoter/ Maintenance Agency to initiate and seek appropriate legal remedy against the Sub-Lessee for such violation.
- 3.2. The Sub-Lessee further assures that whenever the title of Sub-Lessee in the said Apartment is transferred in any manner whatsoever, such subsequent transferee shall be bound by all covenants and conditions contained in this Sub-Lease Deed and said Agreement and the Maintenance Agreement referred to elsewhere herein and subsequent transferee be answerable in all respects thereof in so far as the same may be applicable to, affect and relate to the said Apartment.
- 3.3. Whenever the sub-lease of the said Apartment is intended to be transferred in any manner whatsoever, the transferor and proposed transferee shall, at least 30 (thirty) days before the intended transfer, give notice of such transfer in writing to the Promoter or association of apartment owners and the Maintenance Agency and take appropriate permissions from the concerned authorities along with paying any transfer charges. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency before effecting the transfer of the said Apartment failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the said Apartment.
- 3.4. The Sub-Lessee shall have no ownership claim over in respect of any open spaces, common area, and other units. The Sub-Lessee shall only have a joint and non-exclusive right of use of the common area or common services and facilities.
- 3.5. The Sub-Lessee confirms that the parking spaces allotted to the Sub-Lessee are for exclusive use and is inseparable, indivisible and forms an integral part of the said Apartment.
- 3.6. The Sub-Lessee hereby undertakes to pay directly to the Local Government/Central Govt./Local Authority existing or to exist in future all rates, taxes, charges, ceases and assessments of every description, which are now or may at any time hereafter be assessed, charged or imposed upon the said Apartment and Building constructed thereon, from time to time and at all times from the date of allotment of the said Apartment by the Promoter.
- 3.7. The Sub-Lessee undertakes to pay to the Promoter, on demand, any liability, may be with retrospective effect which has not been demanded by Promoter or the concerned authority in the shape and manner of any imposition of External Development Charges/ any other charges levied, by whatever name called or in whatever form, existing or to exist in future all rates, taxes, charges and assessments of every description including cess etc., which are now or may at any time hereinafter be assessed, charged or imposed upon the said Apartment and Building constructed thereon/ said Project, from time to time and at all times from the date

of allotment of the said Apartment by the Promoter and with all such conditions imposed by the Uttar Pradesh Government and/or any competent authority(ies) and such imposition of external development charges/ any other charges shall be borne and paid by the Sub-Lessee in proportion to the area of the said Apartment to the total area of all the Apartments in the said Project as determined by the Promoter and any such unpaid charges shall be treated as unpaid sale price of the said Apartment and the Promoter shall have the first charge/lien on the said Apartment for recovery of such charges from the Sub-Lessee.

- 3.8. The Sub-Lessee specifically agrees to pay directly or if paid by the Promoter then reimburse to the Promoter on demand any Govt. levies, Property Taxes, maintenance or other charges etc. including cess leviable in future on the Project or its underlying land or the said Apartment, as the case may be, as assessable/applicable in respect of the said Apartment to the Sub-Lessee and the same shall be borne and paid by the Sub-Lessee in proportion to the area of the said Apartment to the area of all the entire Apartments in the said Project as determined by the Promoter.
- 3.9. The Sub-Lessee shall not sub-divide or amalgamate the said Apartment with any other Apartment in the said Project without taking prior written approval of the Promoter/Confirming Party/Competent Authority.
- 3.10. The Total Price based on the total carpet area of [●] square meters ([●]is Rs. [●]).
- 3.11. The Sub-Lessee shall have no right, title or interest in any other Apartment in the said Project except the said Apartment and any other Apartment which he may have purchased or may hereafter purchased by any other Deeds/ Agreements/ documents.
- 3.12. The Sub-Lessee shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said Project; save and except at areas/places specifically earmarked for these purposes in the said Project.
- 3.13. Stamp duty, registration fee (if any) and all other incidental charges required for execution and registration of this Deed have been borne by the Sub-Lessee. The Sub-Lessee shall also be liable for due compliance of the provisions of Indian Stamp Act, 1899 as applicable to the State of Uttar Pradesh and shall be liable to pay the deficiency in the amount of Stamp Duty and Penalties, if any, as may be levied by the Concerned Authority.
- 3.14. The Sub-Lessee shall, after taking possession, be solely responsible to maintain the Apartment at its own cost, in good condition and shall not do or suffer to be done anything in or to the any component of the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Project which may be in violation of the Applicable Laws or change or alter or make additions to the Apartment and keep the Apartment, 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 structural members of the Building are not in any way damaged jeopardising the structural stability of the building..
- 3.15. The Sub-Lessee further undertakes, assures and guarantees that it would not put any signboard/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, etc. on the face/ facade of the Building or anywhere on the exterior of the Project, Buildings or the said Apartment or the common areas. The Sub-

Lessee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or permit any remodeling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the building or the Apartment. Further, the Sub-Lessee shall not store any hazardous or combustible goods in the Apartment or place any material in the common areas.

- 3.16. The Sub-Lessee shall neither encroach upon the common areas in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.
- 3.17. If any damage is caused to the Apartment, common areas or to the Project on account of any act, negligence or default on part of the Sub-Lessee or his employees, agents, servants, guests, or invitees, the Sub-Lessee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoter or the association of apartment owners or the Maintenance Agency, as the case may be.
- 3.18. The Sub-Lessee shall not tamper with any wall of the apartment as all walls in the apartment are structural elements of the Building. The Sub-Lessee is strictly prohibited from making any alterations or modifications in the Apartment or outside the Apartment to the structure or the services and systems laid out in the Apartment / Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for the use by one or more apartments. The Sub-Lessee shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the said Apartment save and except with the prior permission of the Association of Apartment owners in writing.
- 3.19. The Sub-Lessee shall not cover or construct on the balcony(ies) reserved exclusively for the dedicated use of the Apartment owner and shall only use the same as open balcony(ies), as the case may be, and in no other manner whatsoever.
- 3.20. The Sub-Lessee shall not use/ cause to be used the said Apartment for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the Apartment be put to residential use only. Furthermore, the Sub-Lessee specifically undertakes not to use the said Apartment or offer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the Project or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or are likely to damage the staircase, common passages or any other structures of the Building in which the Apartment is situated, including entrance of the Building in which the Apartment is situated and in case any damage is caused to the Building in which the Apartment is situated on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach;
- 3.21. The Sub-Lessee shall observe and perform all the rules and regulations which the society/Association/Apex may adopt at its inception and the additions, alterations or

amendments thereof that may be made from time to time for protection and maintenance of the said Land/ Property/Project/Building and the apartments/units/premises therein and for the observance and performance of the Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Sub-Lessee shall also observe and perform all the stipulations and conditions laid down by the said society/Association/Apex regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of the Agreement for Sub-lease and this Deed. The Sub-Lessee shall adhere to, comply with and follow the fit out manuals and house rules issued by the Promoter for carrying out interior/internal works. The said fit out manual and house rules will be given to the Sub-Lessee on handover/possession of the Apartment;

- 3.22. The name of the Project shall always be '**GREEN RESERVE TOWER 3 & 4, Phase-2**' and the Sub-Lessee or his lessees / occupant(s) / transferee(s) / assignee(s) or the Association of Apartment owners shall not be entitled to change the same.

4. COMMON AREA & MAINTENANCE:

- 4.1. In order to provide necessary maintenance services, the Promoter may, upon the completion of the said Project, hand over the maintenance of the said Project to any Body-corporate, association etc. (hereinafter referred to as "Maintenance Agency") as the Promoter in its sole discretion may deem fit and subject to applicable laws. The maintenance, upkeep, repairs, lighting, security etc., of the said Project including common areas, landscaping of the said Project will be organized by the Promoter or its nominated Maintenance Agency. The Sub-Lessee agrees and consents to the said arrangement. The Sub-Lessee undertakes to pay maintenance charges which shall be fixed by the Promoter or its nominated Maintenance Agency from time to time depending upon the maintenance cost. The Sub-Lessee shall be liable to pay interest at the rate of 18% per annum for non-payment of any of the charges within the time specified, failing which the Sub-Lessee shall be disentitled to the enjoyment of common services including electricity, water etc.
- 4.2. The Sub-Lessee(s) shall be under obligation and bound to execute a separate Maintenance Agreement with the Promoter or the Maintenance Agency, if not already executed, with regard to terms and conditions of maintenance of the said Project and corresponding maintenance charges shall be bound by the rules & regulations as described in the Maintenance Agreement. The said Maintenance Agreement shall, inter alia, define the scope of maintenance of & provisions for various services & facilities in the said Project, the charges payable by the Sub-Lessee in respect thereof and penalties and conditions for withdrawal, curtailment and discontinuation of the facilities and amenities being provided by the Promoter or Maintenance Agency, for non/belated payments thereof.
- 4.3. The Sub-Lessee shall keep with the Confirming Party, Promoter, it's nominated maintenance agency an Interest Free Maintenance Security (IFMS) deposit towards payment of maintenance charges in order to secure adequate provision of the maintenance services and due performance of the Sub-Lessee in paying promptly the maintenance bills and other

charges as raised by the nominated Maintenance Agency. The Sub-Lessee agrees to deposit said interest free maintenance security as per the schedule of payment given in said Agreement and to always keep it deposited with the Promoter/Maintenance Agency. A separate Maintenance Agreement between the Sub-Lessee and the Promoter or its Nominee/Maintenance Agency to be signed/if signed at a later date.

- 4.4. The Promoter shall have the right to transfer the IFMS of the Sub-Lessee(s) collected by it to the Maintenance Agency/ Association of Apartment owners as the Promoter may deem fit, after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Sub-Lessee at any time upon execution of the Sub-Lease Deed and thereupon the Promoter shall stand completely absolved/discharged of all its obligations and responsibilities concerning the IFMS including but not limited to issues of repayment, refund and/or claims, if any, of the Sub-Lessee on account of the same.
- 4.5. The Promoter or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Apartment and/or building constructed thereon for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this Allotment including for disconnections of the electricity and water and/or for repairing/changing wires, gutters, pipes, drains, part structure etc. The Sub-Lessee agrees to give notice of the provisions of this clause to his/her/their tenants, if any.
- 4.6. The common areas and facilities shall remain under the control of the Promoter whose responsibility will be to maintain and upkeep the common areas and provide common amenities until the same are transferred/assigned to the Association of Apartment owners or any other body or any other nominated maintenance agency.
- 4.7. The Sub-Lessee shall also be liable to pay to the Promoter the township maintenance charges, pro-rata as may be determined by the Promoter or its nominated Maintenance Agency in respect of the Project. All such charges shall be payable and be paid by the Sub-Lessee to the Promoter/ Maintenance Agency periodically as and when demanded by the Promoter/Maintenance Agency. The pro-rata shares so determined by the Promoter/ Maintenance Agency shall be final and binding on the Sub-Lessee.

5. GENERAL:

- 5.1. In the event of death of the Sub-Lessee, the person on whom the rights of deceased devolve shall, within three months of devolution, give notice of such devolution to the Promoter and the Maintenance Agency. The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Authority and or any other Government Agency.
- 5.2. The person on whom the title devolves or his/her/their/its transferee, as the case may be, shall provide to the Promoter and the Maintenance Agency the certified copies of document(s) evidencing the transfer or devolution.
- 5.3. The said Project shall always be known as "**GREEN RESERVE TOWER 3 & 4**" and this name shall never be changed by the Sub-Lessee or anybody else.
- 5.4. The terms and conditions contained herein shall be binding on any occupier of the said

Apartment and default of such occupier shall be treated as that of the Sub-Lessee, unless context requires otherwise.

- 5.5. In case the Sub-Lessee(s) has availed loan facility for the purchase of the said Apartment, the Sub-Lessee hereby covenants with the Promoter that after the execution and registration of Sub-Lease Deed regarding the said Apartment, the original Sub-Lease Deed shall be received by the Promoter on behalf of the Sub-Lessee(s) from the registration office directly and shall be deposited with the concerned financer/banker to create equitable mortgage thereon in accordance with the Banking Rules & Regulations.
- 5.6. The Sub-Lessee shall get his/her/their/its complete address registered with the Promoter at the time of booking and it shall be his/her/their/its responsibility to inform the Promoter by Registered AD letter about all subsequent changes, if any, in his/her/their/its address. The address given in the application for allotment of the said Apartment shall be deemed to be the registered address of the Sub-Lessee until the same is changed in the manner aforesaid.
- 5.7. In case of joint Sub-Lessee, all communication shall be sent by the Promoter to the Sub-Lessee whose name appears first and at the address given by him/ it shall for all purpose be considered as served on all the Sub-Lessee(s) and no separate communication shall be necessary to the other named Sub-Lessee(s).
- 5.8. All letters, receipts, and/or notices issued by the Promoter or its nominee and dispatched Under Certificate of Posting /Regd. AD/Speed Post/ Courier Service/Emails to the last known address of the Sub-Lessee shall be sufficient proof of receipt of the same by the Sub-Lessee and which shall fully and effectually discharge the Promoter/nominee.

6. COURT JURISDICTION:

The Courts at Noida shall have exclusive jurisdiction in dealing with all matters arising out of or touching upon and/or concerning this Sub-Lease Deed.

SCHEDULE OF APARTMENT

All the rights, title and interest of the Promoter & the Confirming Party, into and upon that piece and parcel of land being a Apartment in the said Project as per the approved layout thereof by the concerned Authority and being numbered as Apartment No. of Block/Tower No. of the said Project, hence forth referred to as the Property of the Residential Project known as "**GREEN RESERVE TOWER 3 & 4**"., situated at _____ and bounded as under:

- a. East
- b. West
- c. North
- d. South

IN WITNESS WHEREOF the parties have hereto set their hands on the day, month and year first above written.

Signed for & on behalf of
(Promoter)

(Sub-Lessee)

WITNESSES:

1.

2.