

PROFORMA SUB-LEASE DEED FOR MAHAGUN MANORIAL, CLUSTER B-9-B,  
SECTOR 128, NOIDA

**SALE DEED FOR SUPERSTRUCTURE OF RESIDENTIAL  
UNIT AND SUB-LEASE DEED FOR LAND**

Sale Consideration \_\_\_\_\_

Carpet Area \_\_\_\_\_ Sq.Mtrs.

Stamp Duty \_\_\_\_\_

This indenture is made and executed at NOIDA on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BETWEEN**

New Okhla Industrial Development Authority, District GautamBudh Nagar, Uttar Pradesh, a Body Corporate constituted under Section 3 of the Uttar Pradesh Industrial Development Act 1976( U.P. Act No. 6 of 1976) (hereinafter referred to as the "Lessor" which expression shall unless repugnant the context thereof include its successors and assigns) Party of the First part;

**AND**

M/s Jaypee Infratech Ltd., a company registered under the Companies Act 1956 and having its registered office at \_\_\_\_\_ through its authorized Signatory Shri \_\_\_\_\_ Son of \_\_\_\_\_ Shri \_\_\_\_\_ R/O \_\_\_\_\_ (hereinafter referred to as the "LESSEE"/"SECOND PARTY" which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) hereinafter called the party of the Second Part; (PAN: \_\_\_\_\_)

**AND**

M/s Mahagun India Pvt. Ltd., a company registered under the Companies Act 1956 and having its registered office at B-66, First Floor, Vivek Vihar, Delhi-110095 through its authorized Signatory Shri \_\_\_\_\_ Son of Shri \_\_\_\_\_ R/O \_\_\_\_\_ (hereinafter referred to as the "THIRD

*Puneet Singh*  
29-7-2017

*Harsh*  
29/7/17

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PARTY/Confirming Party" which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) hereinafter called the party of the Third Part: (PAN: \_\_\_\_\_)

AND

1. Mr./Mrs. \_\_\_\_\_ Son/Wife OF \_\_\_\_\_  
R/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Pan No: \_\_\_\_\_)  
Contact No. \_\_\_\_\_

2. Mr./Mrs. \_\_\_\_\_ Son/Wife of \_\_\_\_\_  
R/o \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Pan No: \_\_\_\_\_)  
Contact No. \_\_\_\_\_  
(Pan No: \_\_\_\_\_)  
Contact No. \_\_\_\_\_

(hereinafter referred to as the "SUB-LESSEE" which expression shall unless contrary or repugnant to the context or meaning thereof shall include his/her heirs, executors, administrators, legal representatives, permitted assigns) hereinafter called the party of the Fourth PART;

WHEREAS the Government of U.P. constituted the Taj Expressway Industrial Development Authority, vide Govt. UP Notification No. 697 / 77 - 04 - 2001-3 (N) / 2001 dated 24.04.2001 (name changed to Yamuna Expressway Industrial Development Authority vide Govt. UP Notification No. 1165 / 77 - 04-08-65N/08 dated 01.07.2008), under the U.P. Industrial Area Development Act 1976, presently having its principal office at 1st Floor, Residential Group Housing Project, Block-P-2, Sector-Omega-1, Greater Noida, District Gautam Budh Nagar-201308, U.P. (hereinafter referred to as "YEA") for anchoring development of Taj Expressway (renamed as the Yamuna Expressway vide GoUP Notification No.1165/77-04-08-65N/08 dated 11.07.2008)

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which, inter alia, includes construction of six-lane, 160 Km long Yamuna Expressway with service roads and associated facilities connecting Noida and Agra (hereinafter referred to as the "Expressway").

AND WHEREAS by an agreement dated 07.02.2003, (hereinafter referred to as the "Concession Agreement") between Taj Expressway Industrial Development Authority (name changed to Yamuna Expressway Industrial Development Authority (i.e. YEA), and Jaiprakash Industries Ltd. (subsequently merged with Jaypee Cements Ltd. and subsequently name changed to Jaiprakash Associates Ltd., a Company incorporated under the Companies Act, 1956 and having its Registered office at Sector-128, Noida (hereinafter referred to as "JAL") was granted concession for arrangement of finances, design, engineering, construction and operation of the Expressway, in accordance with the Concession Agreement.

AND WHEREAS in terms of the Concession Agreement and the directives of YEA, JAL the then concessionaire, incorporated a Special Purpose Vehicle (SPV), namely 'Jaypee Infratech Limited', a Company incorporated under the Companies Act, 1956 and having its Registered office at Sector-128, Noida (JIL) for the implementation of the Expressway project. All the rights and obligations of JAL under the Concession Agreement were transferred to JIL by an Assignment Agreement dated 19.10.2007 duly executed by and amongst YEA, JIL and JAL and therefore, JIL is now the concessionaire for the Expressway.

AND WHEREAS in terms of the Concession Agreement, YEA agreed to transfer on lease to the JIL, 25 (twenty five) million square meters of land, for commercial, amusement, industrial, institutional and residential development at five or more locations alongside the Expressway, including 5 (five) million square meters of land at Noida.

AND WHEREAS 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 Hect. (1232.38 acres) of land (hereinafter referred to as the "Leased Land") to JIL through various lease deeds at Noida, as per the terms and conditions specified therein.

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AND WHEREAS Out of 498.94 Hect. (1232.38 acres) Leased Land, 434.35 Hect. (1072.84 acres) land (hereinafter referred to as the "Said Total Land") falls in Sectors 128, 129, 131, 133 and 134 at Noida (since named as Jaypee Greens Wish Town, Noida),

AND WHEREAS YEA granted rights in favour of JIL to transfer the whole or any part of the Said Land, whether developed or undeveloped by way of plots or constructed properties or otherwise dispose of its interest in the Said 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.

AND WHEREAS in terms of the Agreement for Assignment of Development Rights dated 28.01.2015 registered with Sub-Registrar, Noida on 30.01.2015 vide A.D. Book No. 01, Volume No. 4500 from pages 171 to 264 and bearing document No. 534, the Confirming Party/ Fourth Party/ Sub- Lessee (Mahagun India Pvt. Ltd) acquired Development Rights for development of a Group Housing Project on over 87,000 (Eighty Seven Thousand) square meters of FAR area on the piece of land admeasuring approximately 3.85 acres (15580 sq. mtrs.) of land parcel being part of pocket no. B-9, located at Sector-128, forming part of Jaypee Green Wish Town (hereinafter referred to as "Said Land") the part of Said Total Land by utilizing the FAR Area and Additional Area, which includes development of Common Areas and Facilities, parking spaces, services, amenities, fittings, fixtures and enjoy all rights, privileges and benefits arising there from, including but not limited to exclusive right to/for:

- a). enter upon the Said Land without any hindrance and with rights and liberty of ingress and egress;
- b). appear before the appropriate authority (ies) to pursue necessary applications, permissions, approvals etc., relating to the Group Housing Project;
- c). marketing and branding of the Group Housing Project;
- d). undertake designing, constructing and carrying out all ancillary activities relating to the Group Housing Project;
- e). booking, allotment, renting, license, transfer, nomination, substitution etc., of the Condominium/ Villament in the Group Housing Project and enter into agreements, contracts etc., with third parties for the same and receive in its name all revenues,

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receivables and consideration for the same and other facilities and amenities over the Said Land. JIL shall have no right/claim of any nature whatsoever in such revenues, receivables and consideration and same shall accrue to the sole benefit of Mahagun India Pvt. Ltd.;

- f). cause JIL to execute sub-lease of impartible and undivided share/rights in the Said Land.
- g). manage and maintain the Group Housing Project and Common Areas and Facilities in the Group Housing Project as per applicable laws; and
- h). enter into tripartite agreements with financial institution and apartment buyers for housing loans for which NOC(s) will be issued by JIL to MIPL.
- i). finalize and execute the booking forms, allotment letters, space buyer agreements with the customers;
- j). decide on the pricing of the Condominium/Villament and other facilities and amenities developed by the Promoter over the Said Land;
- k). appoint third party contractors for carrying out development works;
- l). levy appropriate administrative charges in case of transfer of Condominium/Villament by the customers; and
- m). generally do all other acts, deeds and things as per the terms of this Agreement for assignment of Development Right as may be required for exercising development rights.

AND WHEREAS the Confirming Party has constructed Dwelling units/Commercial shops on the terms and conditions laid down in the said Lease Deed and the complex is called "MAHAGUN MANORIAL". It has various types of dwelling units/ commercial shops in it. The Confirming Party has obtained Part-completion certificate from the competent authority for the project.

AND WHEREAS under the terms of said Lease Deed the Confirming Party can allot to its registrants a dwelling unit in Noida, including undivided share in land, common areas

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and facilities appurtenant to the dwelling units on such terms as decided by the Confirming Party;

AND WHEREAS the Fourth Party/ Sub- Lessee had applied for allotment of a dwelling unit and on faith of the statement and representations made by Fourth Party/ Sub- Lessee at various stages, the Confirming Party has allotted and received consideration mentioned herein and delivered possession of the dwelling unit bearing No. \_\_\_\_\_, Tower \_\_\_\_\_ on \_\_\_\_\_ Floor of the aforesaid Complex to the Fourth Party/ Sub- Lessee. The Fourth Party/ Sub- Lessee will also observe covenants, terms and conditions, as laid down in the previously mentioned lease between the First Party and the Confirming Party and on the terms and conditions hereunder.

The Fourth Party/ Sub- Lessee/ Sub-Lessee has carried out the inspection of the Building Plans of the said dwelling unit, and has satisfied himself/herself/themselves as to the soundness of construction thereof and conditions and descriptions of all fixtures and fittings installed and/or provided therein and also the common amenities and passages, appurtenant to the said dwelling and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said complex.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:**

That in consideration of the amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) which includes the cost of superstructure and the share of land, paid by the Fourth Party/ Sub- Lessee to the Confirming Party, receipt whereof the Confirming Party hereby acknowledges and the Fourth Party/ Sub- Lessee agreeing to observe and perform the terms and conditions herein mentioned, the Confirming Party hereby sell to the Fourth Party/ Sub- Lessee, the superstructure of the Dwelling unit Bearing No. \_\_\_\_\_, Tower \_\_\_\_\_ having Covered Built-up Area of \_\_\_\_\_ Sq.Ft. or (\_\_\_\_\_ Sq.Mtr.) and Super Area of \_\_\_\_\_ Sq.Ft. or (\_\_\_\_\_ Sq.Mtr.) on \_\_\_\_\_ Floor with sanitary, electrical and other fittings along with usage rights of \_\_\_\_\_ Covered Parking Inclusive Car parking spaces (free of cost) in the Group Housing Scheme "MAHAGUN MANORIAL" Pocket No. B-9B, Jaypee wish Town Sector-128, Noida more particularly described in Schedule hereunder written and annexed hereto.

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The Second Party/Confirming Party simultaneously does hereby also Sub-Lease unto the said Fourth Party/ Sub- Lessee for the unexpired period of 90 years lease granted by Lessor/First Party, which commenced on \_\_\_\_\_, the undivided title to the Land proportionate to the area allotted to the Fourth Party/ Sub- Lessee in relation to the total area of the land.

1. The vacant and peaceful possession of the super structure of the dwelling unit has been given to the Fourth Party/ Sub- Lessee. The Lessor has received one time Lease Rent of the Plot from the Lessee and the Sub-Lessee is not to pay any Lease Rent to the Lessor during the unexpired portion of the said Lease.
2. The Fourth Party/ Sub- Lessee without any rebate or deduction whatsoever shall pay any other taxes charges levies and impositions payable for the time being by the Confirming Party in relation to the land share of the Fourth Party/ Sub- Lessee.
3. The Fourth Party/ Sub- Lessee shall pay annual rents, taxes, charges levies and impositions payable for the time being by the Second Party/Confirming Party as occupier of the said dwelling unit as and when the same becomes due and payable and shall in addition thereto shall also pay all other liabilities charges for repairs, maintenance and replacement etc, as per Maintenance Agreement between the Fourth Party/ Sub- Lessee and nominee of the Confirming Party.
4. That for the computation purpose, the super area means and includes the built-up covered area of the dwelling unit – comprising of carpet area of the dwelling unit, area under the walls, half-area under partition walls, full areas of balconies, cupboards, spaces, projections, service shafts, terraces, gardens if any, attached exclusively to the dwelling unit-plus proportionate share of Common areas such as entrance lobbies, corridors, terraces, stair cases, stair case shafts and munties, lobbies, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electrical sub-station, control panels room, installation area of transformers and DG Sets, Guard Rooms, Guard Towers, Entrance and Exit of the complex, Water Supply, Treatment Plant, Pump Houses, Sewage System and STP, EPBAX Systems, Common Toilets, Rain-Water

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Harvesting System etc. The Lessee shall get exclusive possession of the built-up covered area of the dwelling unit and is being transferred the title of the same along with undivided, impartible, unidentified title to the proportion of Land in the Housing complex in proportion to the Super area of the said flat/ dwelling unit to the total Super area constructed in the Housing Complex through this Sub-Lease Deed. The Fourth Party/ Sub- Lessee shall have no right, interest, or title in the remaining part of the complex comprising of independent areas, such as club facilities, open and covered parking spaces, commercial spaces, school, and common areas, except the right of ingress and egress in common area, which shall remain the property of the Lessee/Confirming Party. The right of usage of common facilities is subject to covenants herein and up to date payments of all dues.

5. The Second Party/Confirming Party and the Fourth Party/ Sub- Lessee shall at all times duly perform and observe all the covenants and conditions which are contained in the said Lease executed between the Lessor and the Second Party/ Confirming Party and observe the same as applicable and relating to the land pertaining to the unit given to him/her/them.
6. Any Transfer, sale, assignment or otherwise parting with the said dwelling unit by the Fourth Party/ Sub- Lessee will attract payment of prevailing transfer charges in addition to whatsoever other amount is payable to the Lessor. The decision of the Lessor in respect of the transfer Charges will be final and binding.
7. The Sub-Lessee shall not mortgage the said dwelling unit for securing any loan at any stage except with the prior permission of the Lessor in writing, which shall be obtained, or given by the Lessor as per terms of Lease.

Provided that in the event of the sale or foreclosure of the mortgaged or charged property the Lessor shall be entitled to claim and recover the amount payable to the Lessor on account of the unearned increase in the value of the land as aforesaid and the amount of Lessor's share of the said unearned increase shall be first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value of the said land and the amount payable by



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the Fourth Party/ Sub- Lessee to the Confirming Party/First Party shall be final and binding on all parties concerned.

8. Notwithstanding the restrictions, limitations and conditions mentioned hereinabove, the Fourth Party/ Sub- Lessee shall be entitled to create tenancy of the whole of the dwelling unit for the purposes of the private dwelling only.
9. Wherever the title of the /Fourth Party/ Sub- Lessee in the said dwelling unit is transferred in any manner whatsoever the transferee shall be bound by all covenants herein or contained in the Lease between the First and the Second Party/Confirming Party and he/she/they be answerable in all respects thereof in so far as the same may be applicable to effect and relate to the said dwelling unit.
10. In the event of death of the Fourth Party/ Sub- Lessee, the person on whom the title of the deceased devolves shall, within three months of the devolution, give notice of such devolution to Confirming Party/the Lessor and the Lessee.
11. The Fourth Party/ Sub- Lessee shall from time to time and at all times pay directly to the local Govt./Local authority or Noida existing or to exist in future all rates, taxes, charges and assessments of every description which are now or may at any time hereinafter during the continuance of this Deed be assessed, charged or imposed upon the dwelling unit hereby transferred or on the Fourth Party/ Sub- Lessee or his/her/their/occupant in respect thereof.
12. The /Fourth Party/ Sub- Lessee shall in all respect comply with and be bound by the building drainage and other bye laws of the Noida Authority or other Authority for the time being in force or to exist in future.
13. The /Fourth Party/ Sub- Lessee shall not without the sanction and permission in writing of the Confirming Party and Lessor, erect any building, or make any alteration or subdivide or amalgamate such transferred/Sub-Leased dwelling unit.
14. The Fourth Party/ Sub- Lessee will use the dwelling unit for residential purpose and for no other purposes.

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15. The Fourth Party/ Sub- Lessee shall not in any manner whatsoever encroach upon the common land areas and facilities and services not handed over to him/her/them. All unauthorized encroachments made by the Fourth Party/ Sub- Lessee shall be liable to be removed at his/her/their cost.
16. The Fourth Party/ Sub- Lessee/ of Ground Floor dwelling unit in the Complex will be entitled to the use of the sit-out earmarked for such flats, for the limited purpose of keeping the same as green. No construction temporary or permanent is permitted on such sit out areas. The right of user shall however be subject to provisions of The Uttar Pradesh Apartments (Promotion of Construction, Ownership & Maintenance) Act-2010.
17. The Fourth Party/ Sub- Lessee/ Sub-Lessee of Top Floor dwelling unit shall have no exclusive right of use of terrace above the dwelling unit, unless specifically provided and will be subject to the other occupants having the right to use the terrace at reasonable time and by the maintenance agency in the Building/ Tower for upkeep of water tanks, fixing of TV antennas, dishes, or any other purpose requiring use of the terrace. The terrace shall also be available to the occupants of the building/ tower in times of emergencies like fire etc. No construction, temporary or permanent, is permitted upon the terrace or any part thereof. The right to use shall however be subject to provisions of The Uttar Pradesh Apartments (Promotion of Construction, Ownership & Maintenance) Act-2010.
18. The Fourth Party/ Sub- Lessee shall on the expiry of the lease of the land, peacefully hand over the said land unto the Confirming Party or Lessor after removing the super structure within the stipulated period. The land hereby Sub-Leased shall always remain undivisible and unidentified. Similarly the Fourth Party/ Sub- Lessee shall have the right of usage of common areas and will not have right of possession of the same.
19. The Fourth Party/ Sub- Lessee shall insure the premises comprehensively either singly or collectively with other allottees and keep the insurance current at all times.

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20. The Fourth Party/ Sub- Lessee and all other persons claiming under him/her/them shall ensure that the premises are kept in good shape and repairs and that no substantial material damages are caused to the premises or to the sanitary works therein.
21. Stamp duty, Registration and other all incidental charges required for execution and registration of this Deed have been borne by the Fourth Party/ Sub- Lessee.
22. After this Deed is executed, no disputes or differences relating to the registration, booking and allotment and in all such matters as are instrumental to these and are likely to effect the mutual right, interest privileges and claim of the Fourth Party/ Sub- Lessee would be entertained . In the event of any dispute still arising with regard to the terms and conditions of this deed the same shall be subject to the jurisdiction of Distt. Court, GautamiBudh Nagar and the High Court of Judicature at Allahabad.
23. In case of any breach of the terms and conditions of this Deed by the Fourth Party/ Sub- Lessee the Confirming Party will have the right to re-enter the demised dwelling unit after determining the Sub-L.ease. On re-entry of the demised dwelling unit, if it is occupied by any structure build in an unauthorised manner, by the /Fourth Party/ Sub- Lessee, the Confirming Party /Lessor will remove the same at the expenses and cost of The Fourth Party/ Sub- Lessee. At the time of re-entry of the demised dwelling unit the Confirming Party may re-allot the same to any other person.
24. If the Fourth Party/ Sub- Lessee is found to have obtained the allotment, Sub- Lease of the demised premised by any misrepresentation/ misstatement or fraud this deed may be cancelled and the possession of the demised premises may be taken over by the Confirming Party and the Fourth Party/ Sub- Lessee in such an event will not be entitled to claim any compensation in respect thereof.
25. All notices orders and other documents required under the terms of the Sub- Lease or under the Uttar Pradesh Industrial Area Development Act 1976(U.P.

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Act No. 6 of 1976) or any rule or regulation made or directions issued there under shall be deemed to be duly served as provided under Section-43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act (re-enactment with modifications) Act 1974(U.P.) Act No. 30 of 1974.

26. All powers exercisable by the Confirming Party/Lessor under the deed may be exercised by the Chairman/Chief Executive Officers of the Lessor. The Lessor may also authorize any of its other officers to exercise all or any of the powers exercisable by it under this Deed.

Provided that the expression Chairman/Chief Executive Officer shall include the Chief Executive Officer for time being or any other officer who is entrusted by the Confirming Party/Lessor with the functions similar to those of Chairman/Chief Executive Officer.

27. All clause of the Lease Deed executed by Noida in favour of "Jaypee Infratech Limited," on shall be applicable to this Deed. In case of any repugnancies of any provision of the Lease Deed and this Deed the former shall prevail.
28. Authority/ Lessor have the right to recover the dues, if any, from the Lessee/Sub-Lessee or their successors as per rules, as per the rate of interest as per terms and conditions laid in the Lease Deed/ Allotment as arrears of Land Revenue.
29. The Lessee/Sub-Lessee/Confirming Party shall make such arrangement as are necessary for maintenance of the building and common services and if the building is not maintained properly the Chief Executive Officer or any Officer authorized, by Chief Executive Officer, Noida will have the power to get the maintenance done through the authority and recover the amount so spent from the Lessee/Sub-Lessee. The Lessee/Sub-Lessee will be individually and severally liable for payment of the maintenance amount. The rules/ regulations of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time) shall be applicable on the Lessee/Sub-Lessee. No objection on the amount spent for the maintenance of

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the building by the Lessor shall be entertained and decision of the Chief Executive Officer, Noida in this regard shall be final.

30. All the terms & Conditions of the brochure of scheme, allotment, building bylaws and amended from time to time shall be binding with Lessee/Sub-Lessees.
31. This sub lease is executed subject to final decision of original application No. 375 of 2015 (MA No. 892/2015, 893/2015 & 894/2015) Paramveer Singh V/s Union of India and others, pending before The NATIONAL GREEN TRIBUNAL, NEW DELHI.

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**SCHEDULE OF DWELLING UNIT**

Dwelling unit No. \_\_\_\_\_ Tower \_\_\_\_\_ on \_\_\_\_\_ Floor in the Complex known as "MAHAGUN MANORIAL" constructed upon Pocket No. B-9B at Jaypee wish Town Sector 128, Noida, District Gautam Budh Nagar (U.P.) having Carpet Area of \_\_\_\_\_ Sq. Ft. or (\_\_\_\_\_ Sq. Mtr.) comprising of \_\_\_\_\_ together with proportionate undivided impartible interest in land on Sub-Lease basis, as per enclosed plan, and bounded as follows:

East:	As Per Site
West:	As Per Site
South:	As Per Site
North:	As Per Site

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IN WITNESS WHEREOF, the parties have signed and executed this deed on the day  
month and year above written in the presence of:-

SIGNED AND DELIVERED BY

WITNESSES

(LESSOR)

FOR & ON BEHALF OF

1.

(New Okhla Industrial Dev. Authority)

(LESSEE)

FOR & ON BEHALF OF

2.

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

M/s Mahagun India Private Limited  
(Confirming Party)

(SUB-LESSEE)

