

परमपूजनीय अध्वर्यू द्वारा रखा जाये वाला

ନିମ୍ନଲିଖିତ ସମସ୍ତ ସୂଚନା ଗ୍ରହଣ କରି ନିମ୍ନଲିଖିତ ସଂଖ୍ୟା 7023146006422
 ଉପରେ ନିମ୍ନଲିଖିତ ସଂଖ୍ୟା 702300743018213

2023-03-27 00:00:00

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दिनांक १५ जून २०१६ प्रतिनिधि का चुनाव

प्रमाण पत्र जारी कराई के लिए तयारी 2023-03-22 09:00:00

२। अक्षरों-त मय अक्षरों-त व

SUB REGISTRAR - I
NOIDA (G. B. NAGAR)

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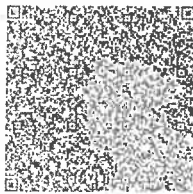
INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp



Certificate No. : IN-UP64304427410470V
Certificate Issued Date : 21-Mar-2023 01:48 PM
Account Reference : NEWIMPACC (SV)/ up14042704/ GAUTAMBUDDH NAGAR 2/ UP-GBN
Unique Doc. Reference : SUBIN-UPUP1404270422590353576703V
Purchased by : JAIPRAKASH ASSOCIATES LIMITED
Description of Document : Article 35 Lease
Property Description : MASTER PLAN COMMERCIAL PLOT NO. C3-D, AREA-2.56
ACRES, JAYPEE WISH TOWN, SEC-129, NOIDA, DISTT-G B NAGAR
Consideration Price (Rs.) :
First Party : JAYPEE INFRATECH LIMITED
Second Party : JAIPRAKASH ASSOCIATES LIMITED
Stamp Duty Paid By : JAIPRAKASH ASSOCIATES LIMITED
Stamp Duty Amount (Rs.) : 8,24,01,750
(Eight Crore Twenty Four Lakh One Thousand Seven Hundred And Fifty only)



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RD 0002143103

Statutory Alert:

1. The authenticity of the Stamp certificate can be verified at www.e-stamp.gov.in or using e-Stamp Mobile App of Stock Holding.
2. Any discrepancy in the details on this Certificate and its available on the website / Mobile App renders it invalid.
3. The duty of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.



SUB – LEASE DEED

Property Details : Master Plan Commercial Plot no C3-D in Sector 129 Noida
Project : Jaypee Greens Wish Town, Noida (U.P)
Sale Consideration : Rs 51,20,00,000/- (Rupees Fifty One Crores Twenty Lacs only)
Plot Area : 10,365Sq. Mtrs. (2.56 acres)
Existing Building : No
Circle Rate : Rs. 1,59,000/- per Sq. Mtrs
Value as per Circle Rate : Rs. 164,80,35,000/-
Stamp duty payable :Rs. 8,24,01,750/-
Stamp duty paid :Rs. 8,24,01,750/-

The Market Value is calculated according to Format-4(1), Part- 2 of Circle Rate List dated 08.08.2019, mentioned on page no. 22.

Software V-Code: 0137

This sub lease deed ("**Sub Lease Deed**") is made and entered on this 22nd day of March, 2023 at Noida, District- Gautam Budh Nagar, Uttar Pradesh.

BETWEEN

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. (hereinafter referred to as the "**Sub-Lessor**" or "**JIL**"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives, acting through its authorized Signatory Mr. Rajeev Tawar S/o Mr. Sohan Lal Talwar, duly authorized vide power of attorney dated 21.03.2023 executed by Mr Anuj Jain, appointed as member Secretary, Interim Monitoring Committee (IMC) vide order dated 07.03.2023 passed by NCLT, Delhi to execute this **Sub Lease Deed** on behalf of the "**Sub Lessor**", of the **FIRST PART**





AND

JAIPRAKASH ASSOCIATES LIMITED (having PAN: AABCB1562A), 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. (hereinafter referred to as the **"JAL" or "Sub-Lessee"**), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives, acting through its authorized Signatory Mr. Navneet Kumar Saxena S/o Mr. Umesh Chandra Saxena, duly authorized vide power of attorney executed by **JAL** dated 01.11.2021 to execute this **Sub Lease Deed** on behalf of the **"Sub-Lessee"**, of the **SECOND PART**

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

WHEREAS:

- A. The Government of U.P. constituted the Taj Expressway Industrial Development Authority, vide GoUP Notification No. 697 / 77 – 04 – 2001 – 3 (N) / 2001 dated 24.04.2001 (name changed to Yamuna Expressway Industrial Development Authority vide GoUP Notification No. 1165 / 77 – 04 – 08 – 65N/ 08 dated 11.07.2008), under the U.P. Industrial Area Development Act 1976, presently having its principal office at 1st Floor, Commercial Complex, Block-P-2, Sector-Omega-1, Greater Noida, District Gautam Budh Nagar-201308, U.P. (hereinafter referred to as **"YEA/YEIDA"**) 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) Project 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"**).
- B. By an agreement dated 07.02.2003, (hereinafter referred to as the **"Concession Agreement"**) between Taj Expressway Industrial Development Authority (now YEA), and Jaiprakash Industries Ltd. (which was subsequently merged with Jaypee Cements Ltd. whose name was subsequently changed to Jaiprakash Associates Ltd. (**"JAL"**)). **JAL** was granted concession for arrangement of finances, design, engineering, construction and operation of the Expressway, and to collect and retain toll from the vehicles using the Expressway during the term of the concession period, which is 36 (thirty six) years commencing from the date of commercial operation of the Expressway plus any extensions thereto (**"Concession Period"**) in accordance with the Concession Agreement.



आवेदन सं०: 202300743018213

उप पट्टा विलेख

बही सं०: 1

रजिस्ट्रेशन सं०: 1952

वर्ष: 2023

प्रतिफल- 1648035000 स्टाम्प शुल्क- 82401750 बाजारी मूल्य - 0 पंजीकरण शुल्क - 16480350 प्रतिलिपिकरण शुल्क
- 140 योग : 16480490

श्री जयप्रकाश एसोसिएट लि० द्वारा
नवनीत सक्सेना मुख्तार आम,
पुत्र श्री उमेश चन्द्र सक्सेना
व्यवसाय : अन्य
निवासी: म०न०-एम-84/ए जी/एफ, मालवीय नगर, दक्षिण
दिल्ली-110017



श्री, जयप्रकाश एसोसिएट लि० द्वारा
ने यह लेखपत्र इस कार्यालय में दिनांक
22/03/2023 एवं 02:05:08 PM बजे
निबंधन हेतु पेश किया।

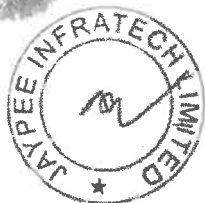
नवनीत सक्सेना
मुख्तार आम



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर
उप निबंधक : सदर प्रथम
गौतम बुद्ध नगर
22/03/2023
दीपक गुप्ता
निबंधक लिपिक
22/03/2023

- C. WHEREAS pursuant to scheme of amalgamation dated March 10, 2004, sanctioned by the Hon'ble High Court of Allahabad in Company Petition No. 26 of 2003, under section 394 of the Companies Act, 1956, Jai Prakash Industries Limited was amalgamated and merged with Jaypee Cement Limited ("**JCL**") with effect from the April 1, 2002.
- D. WHEREAS a special resolution was passed by JCL on March 29, 2003 under section 21 of the Companies Act, 1956 and approval of the Central Government was accorded by way of letter dated March 11, 2004 whereby name of JCL was changed to M/s Jaiprakash Associates Limited ("**JAL**") with effect from March 11, 2004.
- E. In terms of Clause 18.1 of the **Concession Agreement** and the directives of **YEA**, **JAL** the then Concessionaire, incorporated a special purpose vehicle ("**SPV**"), namely Jaypee Infratech Limited ("**Sub-Lessor**") for the implementation of the **Expressway** project. All the rights and obligations of **JAL** under the Concession Agreement were transferred to the **Sub-Lessor** by an assignment agreement dated 19.10.2007 registered as document no. 626, volume no. 106, book no. 1, on pages 327 to 338 dated December 17, 2007 ("**Assignment Agreement**") duly executed by and amongst **YEA**, **Sub-Lessor** and **JAL**.
- F. WHEREAS pursuant to **Assignment Agreement**, project transfer agreement dated October 22, 2007 registered as document no. 1073, volume no. 402, book no. 1 from pages 610 to 1073 dated December 17, 2007 was executed wherein **JAL** transferred project together with all the estates, rights, titles, interests, assets, liabilities, obligations and claims of the project as a going concern in favour of **Sub-Lessor**. Accordingly, the **Sub Lessor** is now the concessionaire.
- G. In terms of the Concession Agreement, **YEA** agreed to transfer on lease to the **Sub-Lessor**, 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/Greater Noida.
- H. **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 hectare, (1232.38 acres) of land (hereinafter referred to as the "**Leased Land**"), to the **Sub-Lessor** through various lease deeds at Noida, the details of which are provided in



आवेदन सं०: 202300743018213

बही सं०: 1

रजिस्ट्रेशन सं०: 1952

वर्ष: 2023

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु
प्रलेखानुसार उक्त

पट्टा दाता: 1

श्री जेपी इन्फ्राटेक लि० के द्वारा राजीव
तलवार, पुत्र श्री एस एल तलवार
निवासी: म०न०-बी-2/17, राजौरी गार्डन,
नई दिल्ली-110027

व्यवसाय: अन्य

पट्टा गृहीता: 1

श्री जयप्रकाश एसोसिएट लि० के द्वारा
नवनीत सक्सेना, पुत्र श्री उमेश चन्द्र
सक्सेना

निवासी: म०न०-एम-84/ए जी/एफ,
मालवीय नगर, दक्षिण दिल्ली-110017

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया। जिनकी पहचान

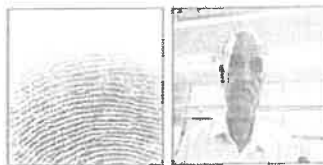
पहचानकर्ता: 1

श्री मस्त राम बडोनी, पुत्र श्री गोपी राम
बडोनी

निवासी: म०न०-96बी, डिफेन्स एन्क्लेव
पार्ट-2, उत्तम नगर, दिल्ली-110059

व्यवसाय: नौकरी

पहचानकर्ता: 2



Annexure – I attached hereto (hereinafter referred to as the "**Lease Deeds**") as per the terms and conditions specified therein, and the balance 1.06 hectare (2.62 acres) land for development is in the process of being transferred by **YEA** to the **Sub-Lessor** to complete the transfer of 5 (five) million square meters of land at Noida.

- I. Out of 498.94 Hect. (1232.38 acres) **Leased Land**, 430.3141 Hect. (1062.84 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). The **Subject Land** includes the land transferred by **YEA** to **Sub-Lessor** through lease deed dated 15.02.2008 for grant of leasehold rights in the land admeasuring 26.063 Hect. (64.402 acres) situated in village Gejha Tilptabad, Tehsil Dadri, District Gautam Budh Nagar U.P., as more particularly detailed in Schedule attached thereto and which was executed in favour of the **Sub-Lessor**, on terms and conditions as contained therein, for the term of 90 (ninety) years commencing from the date of transfer which lease deed has been duly registered in the office of the Sub-Registrar-II, Noida as Sl. No. 806 in Book No. 1, on 16.02.2008 and lease deed dated 15.02.2008 for grant of leasehold rights in the land admeasuring 28.5860 Hect. (70.64 acres) situated in village Wajidpur, Tehsil Dadri, District Gautam Budh Nagar U.P., as more particularly detailed in Schedule attached thereto and which was executed in favour of the **Sub-Lessor**, on terms and conditions as contained therein, for the term of 90 (ninety) years commencing from the date of transfer which lease deed has been duly registered in the office of the Sub-Registrar-II, Noida as Sl. No. 1964 in Book No. 1, on 16.02.2008 (hereinafter referred to as the "**said Lease Deeds**").
- J. The **YEA** granted unfettered right in favour of **Sub Lessor** to sub-lease the whole or any part of the **Subject Land**, whether developed or undeveloped; by way of plots or constructed properties; 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.
- K. Subsequently, **JAL** entered into an arrangement with **JIL** to take portion of the **Subject Land** admeasuring about 17.52 hectare (43.29 acres approx.). As per the terms of the agreement **JIL** agreed to sell / sub-lease and to provide possession of the subject land portion having various plots to **JAL** for construction, development, selling and marketing on mutually agreed terms and conditions.
- L. The **Sub-Lessor** has prepared land use plan, layout plan and other plans for the development of the **Subject Land** (named as **Jaypee Greens Wish Town, Noida**), which includes the 17.52 hectare (43.29 acres) of land in master plan commercial



श्री प्रवीण कुमार शर्मा, पुत्र श्री गिरिप्रसाद शर्मा

निवासी: गाँव व पोस्ट-चोरोली, जिला-
जी.बी.नगर-203155

व्यवसाय: नौकरी



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रवीण कुमार सिंह

उप निबंधक : सदर प्रथम

गौतम बुद्ध नगर

22/03/2023

दीपक गुप्ता

निबंधक लिपिक गौतम बुद्ध नगर

22/03/2023

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान
अंगूठे नियमानुसार लिए गए हैं।
टिप्पणी :

प्रिंट करें



area including **Plot no C3-D** in Sector 129, Noida, **admeasuring 10,365 Sq. Mtrs (2.56 acres)**(herein referred to as the "**Demised Plot**"), which were approved by New Okhla Industrial Development Authority, (hereinafter referred to as the "**NOIDA**") vide letter no. NOIDA/STP/2011/371 dated 23.03.2011 and revision thereof approved by **NOIDA** vide letter no Noida/CAP/2015/774 Dt. 20.02.2015. The said land use plan, lay out plan and other plans as approved by **NOIDA** or any revision thereof or in future are hereinafter referred to as "**Development Plans**".

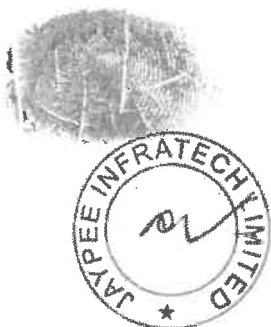
- M. The **Demised Plot** is part of the arrangement between **JIL** and **JAL** and the consideration for the Demised Plot as per the terms of the said arrangement has already been paid by **JAL** to **JIL**. Now, on the request of the **JAL** and for the consideration already received by **JIL** from the **Sub-Lessee**, the **Sub-Lessor** has agreed to Sub-lease/ transfer the "**Demised Plot**", meant for the purpose of development of master plan commercial area as described in the **Schedule of Property** attached as **Annexure II** and located as per **location plan** attached as **Annexure III**, for commercial use, in favour of the **Sub-Lessee** through this Sub-Lease Deed.
- N. The **Sub-Lessor** has represented, assured, warranted and confirmed to the **Sub-Lessee** that:
- (i) The **Sub-Lessor** is the lawful owner of the lease hold rights in the **Demised Plot**, which is earmarked for use as master plan commercial area, and the **Sub-Lessor** is legally competent to transfer, by way of **Sub-lease**, the **Demised Plot** and to execute this **Sub-Lease Deed** in favour of the **Sub-Lessee** giving clean, clear, valid and marketable title to the **Sub-Lessee** and that the **Sub-Lessee**, upon performance of the covenants herein contained, shall peaceably and quietly hold, possess and enjoy the **Demised Plot** during the term of this Sub-Lease Deed without any interruption, disturbance, claims or demands by the **Sub-Lessor** or by any person/s claiming for and on behalf of the **Sub-Lessor** except as per the covenants and provisions of this Sub-Lease Deed.
 - (ii) The **Sub-Lessor** shall, subject to the terms mentioned herein, grant, transfer, convey and assure, from time to time, its reversionary rights and interests in respect of the **Demised Plot** as may be required by the **Sub-Lessee** for construction thereon as per applicable Master Plan, Rules and Building Regulations of **NOIDA**.
 - (iii) The **Demised Plot** is free of all encumbrances, mortgages, liens, charges, pledges, security, assignment, privileges or priority of any kind





having the effect of security or other such obligations, acquisition, injunction, gifts, attachments, hypothecation/s etc., disputes, encroachments, litigation, injunction, attachment in the decree of any court, stay order or equitable mortgage, will, trust, exchange, lease, claims, subsisting agreements (in favour of any persons, body corporate, firm, association of persons, trust, society etc.) or any other charges of any nature whatsoever and there are no pending attachment proceedings of the Income Tax Department or any other department with respect thereto and no pending proceedings for acquisition or requisition or notices therefore, and there is no impediment whatsoever in the way of the **Sub-Lessor** in transferring by way of **Sub-lease**, all their leasehold rights, title and interest in the **Demised Plot** and there are no restrictive covenants operating upon them and / or the **Demised Plot**;

- (iv) The **Sub-Lessor** undertake that it shall not do, omit or suffer to be done anything whereby the sub-leasehold rights granted in favour of the **Sub-Lessee** in the **Demised Plot** are avoided, forfeited, extinguished or prejudicially affected in any manner whatsoever. This shall however, exclude circumstances where the sub-leasehold rights are affected account of applicable law, rule or regulation or policy of the State Government or the Central Government, or any other relevant authority.
- (v) The **Sub-Lessor** undertake that it shall defend their rights, title and interest in the **Demised Plot** hereby **sub-leased** in favour of the **Sub-Lessee** and shall keep the **Sub-Lessee** fully indemnified and hold it harmless against all claims, costs, expenses, due to any proceedings or litigation for any reason, which the Sub-Lessee may suffer by reason of any claim for any defect in title, in interest and leasehold rights of the **Sub-Lessor** in the **Demised Plot**.
- (vi) The payment of premium amount of the **Leased Land** has already been made by the **Sub-Lessor** to **YEA** and annual lease rent for the **Leased Land** payable to **YEA** is the obligation of the **Sub-Lessor** and the **Sub-Lessee** shall not be liable on this account in any manner whatsoever;
- (vii) There is no legal impediment in entering into this **Sub-Lease Deed**;
- (viii) There are no proceedings, legal or otherwise, pending in connection with the ownership or any other right, title and/or interest therein or any other aspect of the **Demised Plot**.





62-100-100

(ix) The Demised Plot is being sub-leased on "As is Where is" basis.

- O. Based on the aforesaid representations, assurances, warranties and confirmations of the **Sub-Lessor**, **Sub-Lessee** requested the **Sub-Lessor** for **Sub-lease** of the **Demised Plot** and the **Sub-Lessor** has agreed to **Sub-Lease** the **Demised Plot** for a period upto 27.02.2093 for a Consideration of Premium of **Rs 51,20,00,000/- (Rupees Fifty One Crores Twenty Lacs only)**, which already received by **Sub-Lessor** from **Sub-Lessee**.

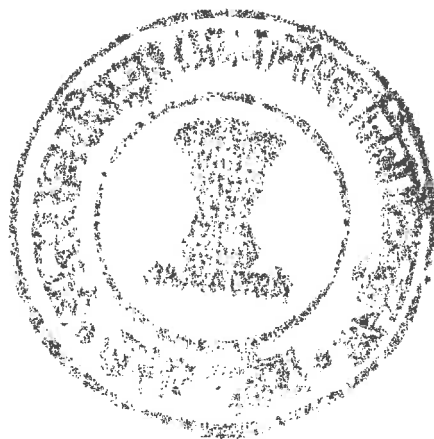
NOW, THEREFORE, THIS SUB LEASE DEED WITNESSETH AS UNDER AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. (a) The **Sub-Lessor**, being the lawful lease holder of the **Demised Plot**, is competent to sub-lease the same to the **Sub-Lessee** and in Consideration of the payment of Premium of **Rs 51,20,00,000/- (Rupees Fifty One Crores Twenty Lacs only)** which has already been paid by the **Sub-Lessee** to **Sub-Lessor**, the **Sub-Lessor** hereby, transfers, conveys and assigns its rights, title and interest in the **Demised Plot** in favour of the **Sub-Lessee** on the terms and conditions mentioned hereinafter in this Sub-Lease Deed;

The **Sub-Lessor** admit and acknowledge the receipt of the aforesaid amount from the **Sub-Lessee** towards payment of the entire full and final consideration for the **Demised Plot**. The **Sub-Lessor** shall, hereinafter, not make any claim from the **Sub-Lessee** towards the consideration of the **Demised Plot**.

2. The **Sub-Lessor** had delivered the actual physical vacant peaceful and unencumbered possession of the **Demised Plot** to the **Sub-Lessee** and the **Sub-Lessee** has taken possession of the **Demised Plot**, subject to the covenants and conditions on the part of the **Parties** stated hereinafter, the **Sub-Lessor** doth hereby **Sub-leases** to the **Sub-Lessee**, the **Demised Plot** together with privileges, rights, easements and appurtenances up to the period expiring on 27.02.2093.
3. Upon execution of this **Sub- Lease Deed**, the **Sub-Lessor** shall furnish a copy of the **Sub-Lease Deed** each to **NOIDA** and **YEA**.
4. The **Sub-Lessee** has inspected and satisfied itself regarding the site, the layout plans, ownership records, the **Lease Deeds** and other documents relating to the title and all other details of the **Demised Plot** that the **Sub-Lessee** considers relevant for the transaction contemplated herein as provided by the **Sub-Lessor**.





5. The Sub-Lessee has satisfied itself about the right, title and capacity of the Sub-Lessor to deal with the Demised Plot and the Subject Land and has understood all the limitations and obligations thereof.
6. The **Demised Plot** is being sub leased to the **Sub-Lessee** on the terms and conditions stated herein subject to the provisions of the **said Lease Deeds**.
7. The **Sub-Lessee** shall have right to sub-lease, transfer, dispose off, assign the rights with respect to the whole of the **Demised Plot** whether developed or undeveloped; by way of constructed properties; on leave and license; or otherwise dispose off its interest in the **Demised Plot**, to any person as per rules, regulations and directions of **NOIDA/YEA**.
8. The **Sub-Lessee** shall be entitled to transfer the **Demised Plot** or the buildings constructed on the **Demised Plot** on further **Sub-lease(s)** within the terms of this **Sub-Lease Deed** and on payment of transfer charges, if any, to **NOIDA/ YEA**, as may be applicable. However, no transfer / NOC charges shall be payable to the **Sub-Lessor**. The **Sub-Lessee** shall not be entitled to sub-divide the **Demised Plot** except with the prior permission of the **NOIDA** and/or **YEA**, as applicable for grant of such permissions, and **Sub-Lessee** bearing all charges in relation to the sub-division of the **Demised Plot**, if any. The **Sub-Lessee** or its subsequent Sub-lessees for all such transfers shall follow the procedure, as may be specified by **NOIDA/YEA** and/or the **Sub-Lessor** before executing any subsequent **Sub lease deeds** and such transfers shall always be subject to the applicable laws, byelaws, regulations etc. including payment of applicable charges, duties, taxes, levies etc. payable to any authority /body/agency as the case may be. The **Sub-Lessee** or the subsequent Sub-lessees as the case may be shall notify to the **NOIDA/YEA** and the **Sub-Lessor** the details of such **Sub-leases** and provide copies of such transfer/sub-lease deeds to the **NOIDA/YEA** and the **Sub-Lessor** or any other authority as may be specified by **NOIDA/YEA** and/ or the **Sub-Lessor**.
9. It shall be permissible for the **Sub-Lessee** to provide for multiple renting of the buildings constructed on the **Demised Plot**, if any which will include but not be limited to sub-lease / rent/ license, etc. thereof.
10. The **Sub-Lessee** shall have the right to mortgage, pledge, hypothecate, the **Demised Plot** or otherwise alienate in any manner the **Demised Plot** in favour of banks/financial institutions on such terms and conditions as may be specified by **YEA** and/or **NOIDA**.





11. The **Sub-Lessee** shall have a right of way to the roads adjoining the **Demised Plot** and shall be entitled to enter upon such roads for the purpose of accessing the **Demised Plot**.
12. The land use of the **Demised Plot** shall be master plan commercial development as per the **Development Plans** as revised from time to time and the **Sub-Lessee** shall adhere to the same. Further, the **Sub-Lessee** shall carry out the commercial development including units and common facilities for the purchasers/users of commercial space/units on the **Demised Plot** as permitted by the **NOIDA/YEA** and applicable laws, Rules, Building Regulations thereby, adhering to:-
- (i) Standards and Specifications laid down in the Building and other Regulations of **NOIDA**/relevant Indian Standards/National Code etc.
 - (ii) Applicable master plans and Rules & Regulations of **NOIDA** and other relevant authorities, as the case may be.
 - (iii) Government policies and relevant Codes of BIS/IS relating to disaster management in land use planning and construction work.
 - (iv) All other applicable and relevant laws, including but not limited to labour and environmental laws.
13. The Floor Area Ratio (FAR), ground coverage, height and setbacks etc. in respect of the **Demised Plot** shall be governed by the applicable **NOIDA** Rules and Building Regulations. As regards FAR, the Sub-Lessee shall be entitled to a maximum permissible FAR of 4.00. However, it is hereby agreed to between the Parties that in case if the permissible FAR is increased at any time in future under **NOIDA** Rules and Building Regulations, then in that particular event the Sub-Lessee shall be entitled to avail the same on payment of charges, as may be applicable, to **NOIDA/YEIDA** (payable through **Sub Lessor**, if required), as applicable under law provided that, the corresponding increase in FAR does not in any way reduce the entitlement of FAR of the **Sub- Lessor** in other projects/ development in the Subject Land. Further, the **Sub- Lessor** hereby warrants and represents that the Sub Lessee shall have full right to utilize the permissible FAR on the said Plot, without any further payment to the **Sub Lessor** or YEA or any other authority, in accordance with the **Development Plans** or in accordance with any permissions/sanctions/approvals as may be required to be obtained by the Sub Lessee for construction and development of the Plot. **Sub Lessor** further assures, undertakes, represents and warrants that any such construction or development done by the Sub Lessee is within its rights and shall





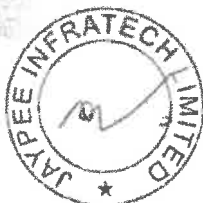
in no way affects the rights of development of the **Sub Lessor** for the **Subject Land**.

14. The building drawings and relevant details for construction on the **Demised Plot** shall be subject to the approval of **NOIDA** for which the **Sub-Lessee** shall follow the procedure as may be prescribed by **NOIDA** from time to time. However, if required the **Sub-Lessor** shall, at request of the **Sub-Lessee**, extend all its support and co-operation to help the **Sub-Lessee** in obtaining applicable permits, sanctions, approvals, clearances, etc. from **NOIDA** for effective enjoyment and construction on the **Demised Plot**. The **Sub-Lessor** further agrees that it shall execute all necessary documents, certifications which are required for the purposes of obtaining approvals, sanctions from **NOIDA** without being responsible and/or liable for the same in any manner.
15. The **Sub-Lessee** shall accept variations, deletions, additions, alterations, modifications in the **Development Plans** made either by the **Sub-Lessor** as it deems fit and proper or by or pursuant to requirement of **NOIDA** which alterations may involve changes, including change in the surroundings of the **Demised Plot**, change in the number and height of the surrounding buildings, change in the nature of usage of the surrounding buildings etc. on the **Subject Land** and the **Sub-Lessee** shall be bound by such variations, deletions, additions, alterations and modifications etc. provided it do not result in any change in the (i) location, adjacent roads, entry and exit to the **Demised Plot**, (ii) usage & area of the **Demised Plot** and (iii) permissible FAR on the **Demised Plot**.
16. The **Sub Lessor** has represented and warranted that it has obtained/ applied for all necessary sanctions/ permits/ approvals etc. from relevant authorities with regard to the **Subject Land** which includes the **Demised Plot** and all activities thereon in accordance with the applicable laws and regulations of **NOIDA/ YEIDA** and/ or other relevant authorities till the date of signing this Sub Lease Deed. However, post the execution of the Sub Lease Deed, the **Sub-Lessee** shall be required to obtain all necessary sanctions / permits / approvals etc. from relevant authorities with regard to the **Demised Plot** and all activities thereon in its own name in accordance with the applicable laws and regulations of **NOIDA/YEA** and / or other relevant authorities. However, if required, the **Sub-Lessor** may, at the request of the **Sub-Lessee**, endeavor to help the **Sub-Lessee** in obtaining applicable permits, sanctions, approvals, clearances, etc., from **NOIDA/YEIDA** for effective enjoyment and construction on the **Demised Plot**, without being responsible and/or liable for the same in any manner. The costs and expenses for obtaining such approval shall be borne by the **Sub-Lessee**.





17. The **Sub-Lessee** shall, at its own cost, keep the **Demised Plot**, the construction raised thereon, partitions, pipes and appurtenances thereto or belonging thereto, if any in good state and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the constructed property, if any on or pertaining to the **Demised Plot** are not damaged or jeopardized in any manner whatsoever.
18. (a) It is further agreed to between the parties hereto that the **Sub-Lessee** shall pay its share of all taxes (including municipal taxes), duties and other charges levied or to be levied in by **NOIDA/YEA** or any local or other authority of Central or State Government in respect of the **Demised Plot** from the date of execution of this **Sub-Lease Deed** as computed by the **Sub-Lessor**. It is further hereby clarified that any tax, cess or any other demand by Noida or any other competent authority, as the case may be with respect to any prior tax, shall be exclusively borne and paid by the **Sub Lessee** without any demur, objection whatsoever in this regard. The share of such taxes, duties and other charges for the **Demised Plot** will be computed by the **Sub-Lessor** by first determining the same for the **Subject Land**, and then apportioning it to the area of the **Demised Plot** proportionately on the basis of the area of the **Demised Plot** and total saleable area of the **Subject Land**. Such payment shall be made by the **Sub-Lessee** to the **Sub-Lessor** or the relevant authority, as the case may be, on demand within the period as may be specified therein, failing which it will be treated as default on the part of the **Sub-Lessee**
- b) The **Sub-Lessee** shall pay all taxes (including municipal taxes), duties and other charges levied or to be levied in by **NOIDA/YEA** or any local or other authority of Central or State Govt. in respect of the buildings/apartments/facilities or any other development on the **Demised Plot**.
19. a) The **Sub-Lessor** has already provided external services namely sewage, and water supply lines, generally as may be made available by the **Sub-Lessor** to other commercial plots in the neighborhood of the **Demised Plot** within the **Subject Land** at the edge of the **Demised Plot** (hereinafter referred to as the "**Shared Areas & Facilities**"). The **Sub-Lessee** shall make its own arrangements for taking drainage, electrical connections and other facilities from the relevant authority at its own cost.
- b) The Sub-Lessee and/or subsequent Sub-lessees shall pay the maintenance charges including replacement charges, if any, in respect of Shared Areas

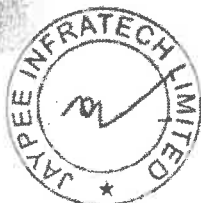




& Facilities (hereinafter referred to as the "Shared Areas & Facilities Charges"), on pro-rata basis as may be decided by the Sub-Lessor or the maintenance agency(hereinafter referred to as the "Designated Maintenance Agency") from time to time. The Shared Areas & Facilities Charges shall commence from the date hereof in respect of such Shared Areas & Facilities as may be available for use on the said date and for additional Shared Areas & Facilities from the date these are available for use, as may be decided by the Sub-Lessor or Designated Maintenance Agency.

However, it is agreed that during the construction period (till receipt of completion certificate) since the **Sub-Lessee** shall not use the Shared Area & Facilities in full capacity, the Sub-Lessee will pay Shared Area & Facilities charges at a concessional rate i.e. 50% of the prevailing Shared Area & Facility charges. This concessional charges clause shall also be applicable only upto the 1st subsequent Sub-Lessee, if any and shall become payable w.e.f. 1.4.2023.

- c) The **Sub-Lessor** and/or the **Designated Maintenance Agency** shall be entitled to collect the taxes, dues, demands, charges, duties etc. as may be levied by concerned Municipal/ Governmental authorities including but not limited to **NOIDA/YEA** or any other statutory body on pro rata basis from the **Sub-Lessee** so long as each unit within the **Leased Land** is not separately assessed for such purposes and the taxes, dues, demands, charges, duties etc. are collectively levied for the **Jaypee Greens Wishtown Noida** or part thereof by concerned Municipal/ Governmental authorities including but not limited to **NOIDA** or any other statutory body.
20. a) The **Sub-Lessee** shall make its own arrangements at its own cost for all civil amenities such as electric supply, water supply, sewerage, drainage, internal roads, etc. within the **Demised Plot** (hereinafter referred to as the "**Common Areas & Facilities within the Demised Plot**") and maintain the same at its own cost and connect the same with the main system of the **Sub-Lessor** in respect of services provided by the **Sub-Lessor** as per para 19 (a) above and with the main system of the relevant authorities at its own cost.
- b) The **Sub-Lessee** and/or subsequent sub-lessees shall be charged for receiving supply of services like sewerage and water etc. to the **Demised Plot** at the rate corresponding to the charges levied by relevant authorities or as applicable for other inhabitants on the basis adopted by the **Sub-Lessor** and/or the **Designated Maintenance Agency**. However, the **Sub-Lessor** and/or the





Designated Maintenance Agency shall not be responsible for any interruption in water supply and/or its quality. **Sub-Lessee** may make its own arrangements for alternative source in case of any break down/interruption in water supply or other services as may be provided by the **Sub-Lessor** and/or the **Designated Maintenance Agency**, at its own cost.

21. The **Sub-Lessee** hereby assures the **Sub-Lessor** and/or the **Designated Maintenance Agency** that during the lease period, it shall promptly pay all the dues including the **Shared Areas & Facilities Charges** and charges towards sewerage & water supply etc. as per Invoices raised by the **Sub-Lessor** or **Designated Maintenance Agency**. Further, at the time of transfer of rights and obligations pertaining to maintenance of **Common Areas & Facilities** within the **Demised Plot** to an Association/Society of subsequent Sub-lessees of the commercial space/units or of the occupants/allottees etc. or to the **Sub-Lessee's** Maintenance Agency, the **Sub-Lessee** shall ensure:

- a) That the said Association/Society/the **Sub-Lessee's** Maintenance Agency enters into an Agreement with the **Sub Lessor** and/or the **Designated Maintenance Agency** in a form and manner as may be decided by the **Sub Lessor** and/or the **Designated Maintenance Agency** for taking over the responsibility to promptly pay all the dues including the **Shared Areas & Facilities Charges** and the charges towards sewerage and water supply etc. as per Invoices raised by the **Sub-Lessor** and/ or the **Designated Maintenance Agency** from time to time.
- b) That bye laws of the said Association/Society/ **Sub-Lessee's Maintenance Agency** have provisions to ensure timely payment of the dues to the **Sub-Lessor** and/or the **Designated Maintenance Agency** for availing the **Shared Areas & Facilities** and other services and that payment of the dues shall be the sole responsibility of such Association/Society/ **Sub-Lessee's Maintenance Agency** and such dues shall have first charge on all inflows of the said Association/Society/ **Sub-Lessee's Maintenance Agency**.
- c) That in case, the Sub-Lessee/Association/Society/ Sub-Lessee's Maintenance Agency as the case may be defaults in payment of such dues on the due dates at any stage, the Sub-Lessee/Association/ Society/Sub-Lessee's Maintenance Agency agrees to pay fine for such default as may be fixed by the **Sub Lessor** and/or the Designated Management Agency. In the event the default continues for more than two months, the **Sub-Lessor** or Designated Maintenance Agency may thereafter, at its sole discretion, stop the use of Shared Areas & Facilities by





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and the supply of services to the Sub-Lessee or the residents /occupants/allottees etc. within the Demised Plot. However, this clause shall not be applicable in case of any action, omission, commission by the **Sub-Lessor** and/ or the Designated Maintenance Agency in performing its obligations as per this Sub- Lease Deed.

22. The **Sub-Lessee** covenants and warrants that:

- (i) The **Sub-Lessee** shall follow all laws and bye-laws, rules, building regulations and directions of **NOIDA/YEA** and the local municipal or other authority now existing or hereinafter to exist in relation to the **Demised Plot** and construction thereon and so far as they affect the health, safety and convenience of inhabitants of the **Demised Plot** and the adjoining area.
- (ii) The **Sub-Lessee** shall bear the stamp duty charges and legal expenses of execution of this **Sub-Lease Deed** including the registration charges as may be applicable.
- (iii) The **Sub-Lessee** shall permit the members, officers and representatives of **NOIDA/YEA** and workmen and other persons employed by **NOIDA/YEA** at all reasonable time of the day with prior notice to enter into and upon the **Demised Plot** and buildings to be erected thereupon in order to inspect the **Demised Plot** and buildings erected thereon.
- (iv) The **Sub-Lessee** shall keep the **Sub-Lessor** indemnified and hold it harmless against all claims, costs, expenses, due to any proceedings or litigation for any reason relating to the **Demised Plot**.

23. The Sub-Lessor covenants and warrants that:

- a) The Sub-Lessor has the full right and authority to execute this Sub- Lease Deed and to transfer/sub-Lease the Demised Plot and that the Sub-Lessee, upon performance of the covenants herein contained, shall fully hold peaceful, uninterrupted, unencumbered possession of the Demised Plot during the term of this Sub-Lease Deed without any interruption, disturbance, claims or demands by the Sub-Lessor or by any person/s claiming for and on behalf of the Sub-Lessor.





- b) The **Sub-Lessor** has applied for and has taken all necessary permission, sanctions, approvals, applicable permits, as required, from regulatory bodies, government authorities, societies, wherever is applicable, for entering into this Sub-Lease Deed and effecting legally valid sub-lease, assignment or conveyance of the **Demised Plot**.
- c) The Sub-Lessor shall, subject to terms of this Sub-Lease Deed, grant, transfer, convey and assure, from time to time, its reversionary rights and interests in respect of the Demised Plot as may be required by the Sub-Lessee for construction thereon as per applicable master plan, rules and Building Regulations of NOIDA/YEA.
- d) The Demised Plot is free from all encumbrances, claims, disputes, encroachments, occupations, litigations, injunctions, mortgages, charges, pledges, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations.
- e) The Sub-Lessor has not/ shall not do, omit or suffer to be done anything whereby the sub-leasehold rights granted in favour of the Sub-Lessee in the Demised Plot are voided, forfeited, extinguished or prejudicially affected in any manner whatsoever, excluding, circumstances where the sub-leasehold rights are affected on account of applicable law, rule or regulation or policy of the State Government or the Central Government, or any other relevant authority.
- f) The **Sub- Lessor** has represented and warranted that it is the lawful owner of leasehold rights of the **Demised Plot** with physical possession thereof. The **Sub-Lessor** further represents and warrants that the **Sub-Lessor** has full and unfettered rights, interest and title to grant sub lease of the **Demised Plot** on sub-lease to **Sub-Lessee** on such terms and conditions as both the Parties may think fit and proper.
- g) The Sub-Lessor shall defend its rights, title and interest in the Demised Plot hereby transferred/sub-leased in favour of the Sub-Lessee and in case of any claims, disturbance, demands by the any person claiming for and on behalf of the **Sub- Lessor** and/ or any other person claiming any right, title interest with respect to the **Demised Plot**, then in such an event upon notification of the same by the Sub Lessee to the **Sub Lessor**, the **Sub-Lessor** immediately and forthwith shall be liable for rectifying the default and shall keep the Sub-Lessee indemnified and hold it harmless against all claims, costs, expenses, due to any proceedings or litigation for any





reason, which the Sub-Lessee may suffer by reason of any claim for any defect in title, enjoyment or possession, in interest and sublease hold rights of the Sub-Lessor in the Demised Plot.

- h) The **Sub Lessor** has represented and warranted that it is in compliance with all terms and conditions of the **Lease Deeds** and is not in violation of any term or condition which would affect the right, title or interest of the **Sub Lessor** to **Subject Land**. The **Sub-Lessor** further represents that it shall continue to strictly abide by the terms of the **Lease Deeds**, any regulations, rules, by-laws of **YEA, NOIDA** or other governmental authority, and shall not act, cause or omit to do anything which would jeopardize the valid title, enjoyment or estate of **Sub-Lessee** over the **Demised Plot**.
 - i) The payment of premium amount of the Leased Land has already been made by the Sub-Lessor to YEA and applicable annual lease rent for the **Leased Land** payable to YEA is the obligation of the Sub-Lessor.
 - j) The **Sub-Lessor** has not received any notice for acquisition or requisition of the said **Demised Plot** under any land acquisition law or from any governmental authority or otherwise. It is further agreed to between the Parties hereto that any defect in the title of the **Sub- Lessor** in the **Demised Plot** shall be made good by the **Sub- Lessor** at its own cost and expense and further agrees to keep indemnified and hold harmless the **Sub-Lessee** and/ or the subsequent sub lessees for any costs, loss that may arise or occur as a result of such defect in the title of the **Demised Plot** except for any land acquisition or requisition by any governmental authority after the execution of this **Sub-Lease Deed**.
 - k) The **Sub-Lessor** has represented that, no proceedings are pending against **Sub Lessor** under Income Tax Act, 1961 or any other law which may result in invalidation of the transfer contemplated in this Sub-Lease Deed in favour of the Sub-Lessee nor is there any provisional attachment from the Income Tax Authority or any other authority for assessment or re-assessment of any income or otherwise.
24. The contents of the recitals of this **Sub-lease Deed** are true and correct and form an integral part of this deed and shall continue to remain binding on the **Sub-Lessor**.





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25. **YEA** and / or the relevant authority shall have full right and title to all mines and minerals, coals, gold washing, earth oils and quarries in and under the **Demised Plot** or any part thereof and to do all acts and things, which may be reasonably necessary or expedient for the purpose of searching, removing and enjoying the same without affecting **Sub-Lessee's** right to peaceful possession and enjoyment.

Excavation of earth/soil from the Demised Plot will be done by the **Sub-Lessee** after obtaining the requisite approvals from the relevant authorities. Dewatering & shoring of such sub-soil water during the excavation of earth/soil shall be responsibility of the **Sub-Lessee**. However, the **Sub Lessor** shall have exclusive right on the excavated earth/soil for its disposal as it deem fit.

26. The **Sub-Lessee** shall not display or exhibit on the **Demised Plot** any picture posters, statues, other articles which are indecent or immoral. The **Sub-Lessee** shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings which shall be constructed over the **Demised Plot** except at places as may be specified for the purpose by the **Sub-Lessor**, if so directed by **YEA** and/or **NOIDA** or any other Government authority.
27. The **Sub-Lessor** shall have no objection to the **Sub-Lessee** using the word '**Jaypee Wish Town**' in its address for indicating the specific location of the **Demised Plot** in its brochure, promotional and marketing material. However this will not give the **Sub-Lessee** the right to use the word '**Jaypee Wish Town**' in any manner, either expressly or impliedly, intentionally or otherwise, so as to convey an impression that the project developed by the **Sub-Lessee** in the **Demised Plot** is part of the project of the **Sub-Lessor** or has been / is being developed, constructed or carried out by the **Sub-Lessor**.
28. Nothing herein shall be construed to provide the **Sub-Lessee** with the right to prevent the **Sub-Lessor** from:
- constructing or continuing with the construction of the other buildings, independent houses, apartments or other structures and services in the areas adjoining the **Demised Plot** provided that it does not result in any change in the (i) location, adjacent roads, entry and exit to and from the **Demised Plot** (ii) usage & area of the **Demised Plot** (iii) permissible FAR on the **Demised Plot** for the **Sub- Lessee** and/ or the subsequent sub- lessees, as the case may be.





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- ii. Putting up additional constructions, residential, commercial or of any other kind on the **Subject Land**, except on the **Demised Plot**; without affecting the common roads in the immediate periphery of the **Demised Plot**.
- iii. Amending / altering the **Development Plans** without affecting the entry to and exit from the **Demised Plot** and the permissible FAR on the **Demised Plot**.

Provided always, that the rights and interests of the **Sub-Lessee** in the **Demised Plot** are not affected in any manner whatsoever.

- 29. In case **Sub-Lessee** allows the use, occupation and construction on the **Demised Plot** to any person other than the **Sub-Lessee** itself, the **Sub-Lessee** shall ensure that all obligations, liabilities and responsibilities devolving upon the **Sub-Lessee** under this **Sub-Lease Deed** shall be complied with by the user, occupier and the construction agency of the **Demised Plot** or buildings thereon and shall bring all obligations, liabilities and responsibilities to the notice of such user, occupier or the construction agency of the **Demised Plot** or buildings thereon, wherein, insofar as the **Sub-Lessor** is concerned, it would be understood that any default in carrying out the obligations, liabilities and responsibilities by the **Sub-Lessee's** user, occupier and/or the construction agency, shall be deemed to be the default of the **Sub-Lessee**.
- 30. The **Sub-Lessee** shall bring all obligations, liabilities and responsibilities, devolving upon the **Sub-Lessee** under this **Sub-Lease Deed**, to the notice of such subsequent Sub-lessees of the **Demised Plot** or buildings thereon who will subsequently be bound by the terms of this **Sub-Lease Deed**.
- 31. The **Sub-Lessee** shall keep the **Sub-Lessor** indemnified against all actions, suits, claims, demands and proceedings, third party claims and cost or expense that may be suffered by the **Sub-Lessor** in respect thereof on account of anything done or omitted to be done by the **Sub-Lessee** in connection with or arising out of the **Demised Plot**, at all times.
- 32. The **Sub-Lessee** shall keep the **Sub-Lessor** or the **Designated Maintenance Agency** indemnified against all costs, damages, claims, losses etc. on account of non-payment and / or delay in payment of dues including **Shared Areas & Facilities Charges** and charges towards sewage, water supply, etc. for any reason whatsoever.



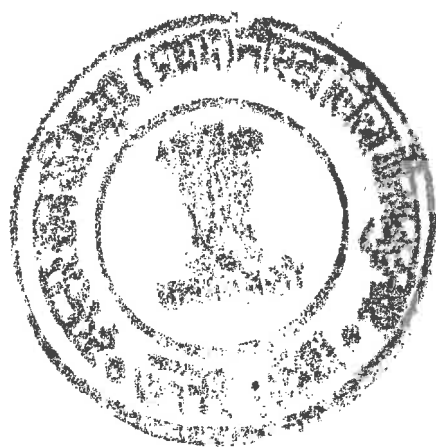


33. The **Sub-Lessee** shall keep the **Sub-Lessor** indemnified against damages which may be caused to any property belonging to the **Sub-Lessor**/ its workmen/ representative resulting from the execution of the works on the **Demised Plot** and also against claims for damages arising from the actions of the **Sub-Lessee** or his workmen or representatives, which;
- a) Injure or destroy any building or part thereof or other structure contiguous or adjacent to the **Demised Plot**.
 - b) Keeps the foundation, tunnels or other pits on the **Demised Plot** open or exposed to weather causing any injury to contiguous or adjacent plot and/or building.
 - c) Causes any injury or damage to any building contiguous or adjacent to the **Demised Plot** by digging any pit near the foundation of such building.

The damages shall be assessed by the **Sub-Lessor**. However, the **Sub-Lessee** shall always have the right to challenge the damages assessed by the **Sub-Lessor** in appropriate proceedings.

34. The **Sub-Lessee** undertakes that it shall comply with all the covenants, representations, warranties and undertakings contained herein; and keep the **Sub-Lessor**, its employees, representatives, agents harmless and indemnified of all claims, actions, as may be brought by the co-inhabitants of the **Sub-Lessee**, its guests or any person claiming through it, and all losses, damages, penalties, attorney fee, etc., as may be suffered by the **Sub-Lessor** on account of any act or omission by the **Sub-Lessee**.
35. The **Sub-Lessor** undertake that they shall comply with all the covenants, representations, warranties and undertakings contained herein. Be that as it may, the **Sub-Lessor**, shall keep the **Sub-Lessee**, its employees, representatives, agents harmless and indemnified on account of any act or omission by the **Sub-Lessor**.
36. In case of any breach or default of the terms and conditions of this **Sub- Lease Deed** by the **Sub-Lessee**, **NOIDA/YEA** and/or the **Sub-Lessor** may, at their sole discretion, issue a written notice calling upon the **Sub-Lessee** to rectify the breach or default within such period as may be specified under the said notice. The **Sub-Lessee**, immediately upon receipt of such notice of the breach or default, shall be under obligation to rectify, remove the breach or default within the period specified under the notice and inform the **Sub-Lessor** and / or **NOIDA/YEA**, as the case may be, of such rectification or removal of breach or default in writing failing which **NOIDA/YEA** and / or the **Sub-Lessor** shall have the





- right, at its sole discretion, to take such action as may be considered appropriate.
37. In case of any breach or default of the terms and conditions of this **Sub- Lease Deed** by the **Sub-Lessor**, the **Sub-Lessee** may, at its sole discretion, issue a written notice calling upon the **Sub-Lessor** to rectify the breach or default within such period as may be specified under the said notice. The **Sub-Lessor**, immediately upon receipt of such notice of such breach or default, shall be under obligation to rectify, remove the breach or default within the period specified under the notice and inform the **Sub-Lessee** of such rectification or removal of breach or default, by a written notice failing which the **Sub-Lessee** shall have the right, at its sole discretion, to take such action as may be considered appropriate.
38. The **Sub-Lessee** shall not in any manner encroach upon the common land areas and facilities not handed over to the **Sub-Lessee**. Any encroachment, in any manner whatsoever, made by the **Sub-Lessee** shall be treated as default under this **Sub-Lease Deed**.
39. The **Sub-Lessee** subject to an advance prior written notice by the Sub- Lessor and/ or the **Designated Maintenance Agency** to it, shall allow / permit (i) laying of the master services such as water supply, sewerage, treated effluent, PNG, electrical lines etc. with respect to Plots No. C3-D, to pass through the rear setbacks of the **Demised Plot**, and/or (ii) allow maintenance of these service line as and when required in the Demised Plot. Provided the same shall not affect the rights of the **Sub-Lessee** with respect to the Demised Plot in any manner whatsoever.
40. **Sub-Lessee** shall follow any orders / guidelines issued by **NOIDA / YEA** with regard to sanction of building plans / construction completion on the **Demised Plot**.
41. In the event, any clause of this **Sub-Lease Deed** or the **Lease Deeds** or any **NOIDA/YEA** rules, regulations or building bye-laws are violated or breached by the **Sub-Lessee** or any subsequent sub-lessee/s, leading to the **NOIDA/YEA** levying penalty on **Sub-Lessee** or subsequent sub-lessee and/or re-entering the **Demised Plot**, then the **Sub-Lessor** shall not be liable to pay any penalty, charges, damages, compensation or return any monies to the **Sub-Lessee**. However, the above shall not apply in case of any inaction, omission, commission by the **Sub- Lessor** in performing its respective obligations arising out of or in connection with this Sub Lease Deed and/or any other lease deeds that the **Sub Lessor** may have entered with NOIDA or any other relevant competent authority, as the case may be.





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42. Any notice, letter, communication, request, demand, statement to be made, served or communicated unto either of the **Parties** under these presents, shall be in writing and shall be deemed to be duly made, served or communicated only if the notice, letter, communication, request, demand, statement is addressed to that **Party** at the address mentioned below or such other addresses as may be intimated by the **Party** in this behalf to the other **Party** and delivered by hand against receipt or sent by registered post.

(a) Notices to the **Sub-Lessor**:

Jaypee Infratech Limited

Sector – 128, Noida

NOIDA - 201304, District Gautam Budh Nagar (U.P.)

Attention: Company Secretary/ Legal Department

(b) Notices to the **Sub-Lessee**:

Jaiprakash Associates Limited

Sector – 128, Noida

NOIDA - 201304, District Gautam Budh Nagar (U.P.)

Attention: Company Secretary/ Legal Department

43. The **Sub-Lessee** and / or the subsequent sub-lessees, as the case may be, shall be responsible to inform **NOIDA/YEA** and also the **Sub-Lessor** by Registered Post of all subsequent changes in their address, failing which all notices and other communications sent at their last address as available with **NOIDA/YEA** or the **Sub-Lessor** shall be deemed to have been served to the **Sub-Lessee** or the subsequent sub-lessees, as the case may be.
44. It shall be the responsibility of the **Sub-Lessor** to notify any change in its registered office address to the **Sub-Lessee** failing which, all notices and other communications sent to the **Sub-Lessor** at its registered office specified hereinabove shall be deemed to have been served on the **Sub-Lessor**.
45. This **Sub-Lease Deed** constitutes the entire understanding of the terms and conditions between the **Parties** with respect to the **Sub-lease** of the **Demised Plot** to the **Sub-Lessee** and supersedes and cancels any or all prior oral or written discussions, representation, understanding, arrangement, communication or expression of intent, if any, between the **Parties** relating to the **Demised Plot** and / or subject matter of this **Sub-Lease Deed**.





46. If any provision or part of any provision hereof is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.
47. The **Parties** shall perform their obligations contained herein with due diligence and mutual cooperation keeping in view the interest of each other and execute and do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this **Sub-Lease Deed**.
48. The Parties shall try to resolve any dispute between them amicably by mutual discussions/ negotiations. In case, the Parties are unable to resolve the disputes amicably within a period of 30 (thirty) days from the date of the notification of the dispute by one Party to the other, the dispute shall be referred to arbitration of a sole arbitrator. The sole arbitrator shall be appointed mutually by the Sub Lessor and the Sub- Lessee. In case the parties are unable to agree on the appointment of a sole arbitrator as mentioned hereinabove, then in that particular event, either party may approach the jurisdictional Court for the appointment of arbitrator as per the applicable law. The arbitration proceedings shall be conducted in accordance with the Arbitration & Conciliation Act, 1996 or any re-enactment or modification thereof for the time being in force and its decision shall be final and binding. The venue of arbitration shall be at Gautam Budh Nagar. The proceedings of arbitration shall be in English.
49. This **Sub-Lease Deed** shall be construed and interpreted in accordance with and governed by the laws of India.
50. The local Court of Gautam Budh Nagar, Uttar Pradesh and Hon'ble High Court of Judicature at Allahabad shall have exclusive jurisdiction over all matters arising out of or relating to this **Sub-Lease Deed**.





IN WITNESS WHERE OF the Parties have caused these presents to be executed on their respective behalf on the day, month and year first herein above written in the manner herein after appearing:

SIGNED AND DELIVERED BY
the within named Sub-Lessor
Jaypee Infratech Ltd.

For JAYPEE INFRA TECH LIMITED

Authorized Signatory

Authorized Signatory

SIGNED AND DELIVERED BY
the within named Sub-Lessee
Jaiprakash Associates Ltd.

For JAIPRAKASH ASSOCIATES LTD.

Authorized Signatory

Authorized Signatory

WITNESSES:

1.

*Mst Ram Badoni s/o Shri Gopi Ram Badoni
96-B Defence Enclave Part II Uttam Nagar
New Delhi 110059*

2.

*PRAVEEN KUMAR SHARMA
S/O SH. GRI PRASAD SHARMA
VILLAGE & POST CHAUROLI
DISTT. G.B. NAGAR (U.P.)
AADHAR NO. 718473672005*

Enclosures: **Annexure -I :Details of Lease Deeds.**
Annexure -II :Schedule of Property
Annexure-III :Location Plan

OTWOLNIECZAJĄCIE SIĘ NA 1971

Violent? Notorious?

आवेदन सं०: 202300743018213

बही संख्या 1 जिल्द संख्या 11790 के पृष्ठ 339 से 398 तक क्रमांक 1952 पर दिनांक 22/03/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

यशवन्त कुमार सिंह
उप निबंधक : सदर प्रथम
गौतम बुद्ध नगर
22/03/2023



**DETAILS OF LAND LEASED TO JAYPEE INFRA TECH LTD. THROUGH YAMUNA EXPRESSWAY AUTHORITY
LAND FOR DEVELOPMENT : NOIDA (LOCATION-1)**

Sl. No.	Name of Village	Date of Execution	Area (Hect.)	Area (Acres)	Details of Lease Deed Registration
Sector - 128, 129, 131, 133 & 134, Noida					
1	Sultanpur	28.02.2003	55.2727	136.40	Book No. 1, Volume No. 373 Page No. 397/72, Sl. No. 1656/1657 dt. 28.02.2003 with Sub-Registrar-III, NOIDA.
	Sultanpur (Surrender Deed)	19.12.2007	-9.5014	-23.48	Book No. 1, Volume No. 1165 Page No. 395/414, Sl. No. 3718 dt. 20.12.2007 with Sub-Registrar Noida-III, (G.B. Nagar).
2	Sadarpur Majra Baktawarpur	28.02.2003	13.2088	32.59	Book No. 1, Volume No. 1126 Page No. 787/818, Sl. No. 1790/1791 dt. 28.02.2003 with Sub-Registrar-III, NOIDA.
	Sadarpur Majra Baktawarpur (Surrender Deed)	19.12.2007	-3.4537	-8.53	Book No. 1, Volume No. 1795 Page No. 211/230, Sl. No. 5490 dt. 20.12.2007 with Sub-Registrar Noida-III, (G.B. Nagar).
3	Sultanpur	17.04.2003	47.6740	117.66	Book No. 1, Volume No. 414 Page No. 1/40, Sl. No. 5766/5767 dt. 17.04.2003 with Sub-Registrar-III, NOIDA.
	Sultanpur (Surrender Deed)	04.03.2010	-0.4572	-1.13	Book No. 1, Volume No. 1974 Page No. 177/206, Sl. No. 2712 dt. 03.07.2010 with Sub-Registrar, Noida-III
	Asgarpur	17.04.2003	23.4360	57.91	Book No. 1, Volume No. 414 Page No. 41/70, Sl. No. 5768/5769 dt. 17.04.2003 with Sub-Registrar-III, NOIDA.
4	Asgarpur (Surrender Deed)	19.12.2007	-3.1876	-7.88	Book No. 1, Volume No. 1165 Page No. 377/394, Sl. No. 3716 dt. 20.12.2007 with Sub-Registrar Noida-III, (G.B. Nagar).
		22.06.2009	-0.4992	-1.23	Book No. 1, Volume No. 1648 Page No. 355/376, Sl. No. 2063 dt. 06.08.2009 with Sub-Registrar Noida-III, (G.B. Nagar).
5	Sultanpur	07.06.2003	22.5769	55.77	Book No. 1, Volume No. 430 Page No. 1069/1098, Sl. No. 7473/7472 dt. 07.06.2003 with Sub-Registrar-III, NOIDA.
6	Sultanpur	03.07.2003	18.3000	45.21	Book No. 1, Volume No. 453 Page No. 391/420, Sl. No. 9726/9725 dt. 03.07.2003 with Sub-Registrar-III, NOIDA.
6	Sultanpur (Surrender Deed)	04.03.2010	-0.0800	-0.20	Book No. 1, Volume No. 1974 Page No. 119/146, Sl. No. 2710 dt. 03.07.2010 with Sub-Registrar, Noida-III.
	Asgarpur	03.07.2003	17.4400	43.08	Book No. 1, Volume No. 453 Page No. 421/450, Sl. No. 9728/9729 dt. 03.07.2003 with Sub-Registrar-III, NOIDA.
7	Asgarpur (Surrender Deed)	19.12.2007	-1.1984	-2.96	Book No. 1, Volume No. 1165 Page No. 377/394, Sl. No. 3717 dt. 20.12.2007 with Sub-Registrar Noida-III, (G.B. Nagar).
		22.06.2009	-0.6992	-1.73	Book No. 1, Volume No. 1648 Page No. 355/376, Sl. No. 2063 dt. 06.08.2009 with Sub-Registrar Noida-III, (G.B. Nagar).
8	Shahpur Goverdhanpur Bangar	03.07.2003	35.2680	87.12	Book No. 1, Volume No. 668 Page No. 923/956, Sl. No. 5635/5634 dt. 03.07.2003 with Sub-Registrar, (G.B. Nagar).
	Shahpur Goverdhanpur Bangar (Surrender Deed)	12.11.2010	-0.0312	-0.08	Book No. 1, Volume No. 7868 Page No. 205/236, Sl. No. 1256 dt. 25.01.2011 with Sub-Registrar Noida-III, (G.B. Nagar).
9	Sultanpur	26.07.2003	8.8130	21.77	Book No. 1, Volume No. 458 Page No. 497/4, Sl. No. 10197/10196 dt. 26.07.2003 with Sub-Registrar-III, NOIDA.
	Sultanpur (Surrender Deed)	04.03.2010	-0.1714	-0.42	Book No. 1, Volume No. 1974 Page No. 147/176, Sl. No. 2711 dt. 03.07.2010 with Sub-Registrar, Noida-III.
10	Shahpur Goverdhanpur Bangar (Alternate Land)	20.12.2007	17.3421	42.85	Book No. 1, Volume No. 2763 Page No. 205/248, Sl. No. 14281 dt. 20.12.2007 with Sub-Registrar, (G.B. Nagar).
11	Shahpur Goverdhanpur Bangar	21.02.2007	6.6800	16.50	Book No. 1, Volume No. 1817 Page No. 266, Sl. No. 2555 dt. 21.02.2007 with Sub-Registrar, (G.B. Nagar).
	Shahpur Goverdhanpur Bangar (Surrender Deed)	12.11.2010	-1.5008	-3.71	Book No. 1, Volume No. 7868 Page No. 97/128, Sl. No. 1252 dt. 25.01.2011 with Sub-Registrar Noida-III, (G.B. Nagar).
12	Wazidpur	15.02.2008	28.5860	70.64	Book No. 1, Volume No. 2974 Page No. 273/308, Sl. No. 1964 dt. 16.02.2008 with Sub-Registrar, Sadar (G.B. Nagar).
13	Gejha Tilpatabad	15.02.2008	26.0630	64.40	Book No. 1, Volume No. 1848 Page No. 435/470, Sl. No. 806 dt. 16.02.2008 with Sub-Registrar-III, NOIDA (G.B. Nagar).
14	Shahpur Goverdhanpur Bangar	15.02.2008	6.6600	16.46	Book No. 1, Volume No. 2974 Page No. 357/394, Sl. No. 1966 dt. 16.02.2008 with Sub-Registrar, Sadar (G.B. Nagar).
	Shahpur Goverdhanpur Bangar (Surrender Deed)	12.11.2010	-0.0702	-0.17	Book No. 1, Volume No. 7868 Page No. 129/160, Sl. No. 1253 dt. 25.01.2011 with Sub-Registrar Noida-III, (G.B. Nagar).
	Rohillapur	15.02.2008	60.2860	148.97	Book No. 1, Volume No. 2974 Page No. 309/356, Sl. No. 1965 dt. 16.02.2008 with Sub-Registrar, Sadar (G.B. Nagar).
15	Rohillapur (Surrender Deed)	12.11.2010	-1.1997	-2.96	Book No. 1, Volume No. 7868 Page No. 177/204, Sl. No. 1255 dt. 25.01.2011 with Sub-Registrar Noida-III, (G.B. Nagar).
		04.03.2010	-0.3530	-0.87	Book No. 1, Volume No. 6991 Page No. 359/368, Sl. No. 17105 dt. 01.07.2010 with Sub-Registrar, Sadar
	Shahpur Goverdhanpur Khadar	15.05.2008	66.5270	164.39	Book No. 1, Volume No. 3320 Page No. 275/330, Sl. No. 5851 dt. 15.05.2008 with Sub-Registrar, Gautam Budh Nagar.
16	Shahpur Goverdhanpur Khadar (Surrender Deed)	12.11.2010	-1.5862	-3.91	Book No. 1, Volume No. 7868 Page No. 55/82, Sl. No. 1250 dt. 25.01.2011 with Sub-Registrar Noida-III, (G.B. Nagar).





Sl. No.	Name of Village	Date of Execution	Area (Hect.)	Area (Acres)	Details of Lease Deed Registration
	Shahpur Goverdhanpur Khadar	15.10.2008	3.3320	8.23	Volume No. 4195 Page No. 399/440, Sl. No. 521 dt. 09.01.2009 with Sub-Registrar, Sadar (G.B. Nagar).
17	Shahpur Goverdhanpur Khadar (Surrender Deed)	04.03.2010	-0.0680	-0.17	Book No. 1, Volume No. 6991 Page No. 329/358, Sl. No. 17104 dt. 01.07.2010 with Sub-Registrar, (G.B. Nagar). Sadar
	Rohillapur	04.03.2009	1.0100	2.50	Book No. 1, Volume No. 4806 Page No. 319/348, Sl. No. 8199 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
18	Rohillapur (Surrender Deed)	04.03.2010	-0.3790	-0.94	Book No. 1, Volume No. 6991 Page No. 389/420, Sl. No. 17106 dt. 01.07.2010 with Sub-Registrar, Sadar
19	Shahpur Goverdhanpur Khadar	04.03.2009	2.1950	5.42	Book No. 1, Volume No. 4806 Page No. 349/376, Sl. No. 8200 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
20	Sultanpur	04.03.2009	6.4760	16.00	Book No. 1, Volume No. 1618 Page No. 51/100, Sl. No. 1670 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
21	Shahpur Goverdhanpur Banjar	05.03.2009	2.0680	5.11	Book No. 1, Volume No. 4806 Page No. 289/228, Sl. No. 8198 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
22	Wazidpur	25.05.2009	0.1010	0.25	Book No. 1, Volume No. 4806 Page No. 169/198, Sl. No. 8194 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
23	Shahpur Goverdhanpur Khadar	25.05.2009	0.2020	0.50	Book No. 1, Volume No. 4806 Page No. 199/228, Sl. No. 8195 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
24	Shahpur Goverdhanpur Banjar	25.05.2009	0.4300	1.07	Book No. 1, Volume No. 4806 Page No. 259/256, Sl. No. 8196 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
25	Asgarpur	25.05.2009	0.1780	0.44	Book No. 1, Volume No. 1613 Page No. 101/150, Sl. No. 1671 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
	Rohillapur	25.05.2009	2.0260	5.01	Book No. 1, Volume No. 4806 Page No. 259/288, Sl. No. 8197 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
26	Rohillapur (Surrender Deed)	12.11.2010	-0.1453	-0.36	Book No. 1, Volume No. 7868 Page No. 177/204, Sl. No. 1255 dt. 25.01.2011 with Sub-Registrar Noida-III, (G.B. Nagar).
27	Rohillapur	29.06.2009	7.2602	17.94	Book No. 1, Volume No. 4806 Page No. 377/404, Sl. No. 8201 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
28	Asgarpur (Alternate Land)	29.07.2009	1.1984	2.96	Book No. 1, Volume No. 1647 Page No. 29/80, Sl. No. 2066 dt. 06.08.2009 with Sub-Registrar-III, Noida
29	Shahpur Goverdhanpur Khadar	26.12.2009	1.1890	2.94	Book No. 1, Volume No. 5474 Page No. 199/246, Sl. No. 931 dt. 19.01.2010 with Sub-Registrar Sadar, (G.B. Nagar).
30	Sultanpur	26.12.2009	0.4269	1.05	Book No. 1, Volume No. 1699, Page No. 325/380, Sl. No. 727 dt. 11.03.2010 Sub-Registrar, Noida-III.
31	Shahpur Goverdhanpur Banjar	26.12.2009	0.0640	0.16	Book No. 1, Volume No. 5474 Page No. 247/294, Sl. No. 932 dt. 19.01.2010 with Sub-Registrar Sadar, (G.B. Nagar).
32	Asgarpur Jagir	26.12.2009	0.6165	1.52	Book No. 1, Volume No. 1699, Page No. 277/322, Sl. No. 726 dt. 11.03.2010 Sub-Registrar, Noida-III.
33	Sultanpur	08.02.2010	0.5820	1.44	Book No. 1, Volume No. 1699, Page No. 227/276, Sl. No. 725 dt. 11.03.2010
34	Rohillapur	08.02.2010	0.4880	1.21	Book No. 1, Volume No. 5539 Page No. 339/388, Sl. No. 1818 dt. 08.02.2010 with Sub-Registrar Sadar, (G.B. Nagar).
35	Wazidpur	08.02.2010	0.5620	1.39	Book No. 1, Volume No. 5540, Page No. 1/50, Sl. No. 1820 dt. 08.02.2010 with Sub-Registrar Sadar, (G.B. Nagar).
36	Gejha Tilpatbad	08.02.2010	0.8220	2.03	Book No. 1, Volume No. 2681, Page No. 91/140, Sl. No. 1293 dt. 11.03.2010
37	Sultanpur (Alternate Land)	01.05.2010	0.7086	1.75	Book No. 1, Volume No. 1974 Page No. 209/260, Sl. No. 2713 dt. 03.07.2010 with Sub-Registrar Noida-III
38	Rohillapur (Alternate Land)	01.05.2010	0.8000	1.98	Book No. 1, Volume No. 6992 Page No. 261/318, Sl. No. 17114 dt. 01.07.2010 with Sub-Registrar Sadar, (G.B. Nagar).
39	Sultanpur	16.06.2010	1.4755	3.64	Book No. 1, Volume No. 1974 Page No. 299/348, Sl. No. 2715 dt. 03.07.2010 with Sub-Registrar Noida-III, (G.B. Nagar).
40	Asgarpur Jagir	16.06.2010	0.0130	0.03	Book No. 1, Volume No. 1974 Page No. 259/308, Sl. No. 2714 dt. 03.07.2010 with Sub-Registrar Noida-III, (G.B. Nagar).
41	Sultanpur	18.03.2011	0.0296	0.07	Book No. 1, Volume No. 2705 Page No. 37/86, Sl. No. 5549 dt. 06.07.2011 with Sub-Registrar Noida-III, (G.B. Nagar).
Total			463.8057	1145.60	
Balance Land for Lease to JIL in Sectors 128, 129, 131, 133, & 134			0.0972	0.24	
Land Sub Leased			33.5888	73.00	
Wish Town Area			430.3141	1062.84	





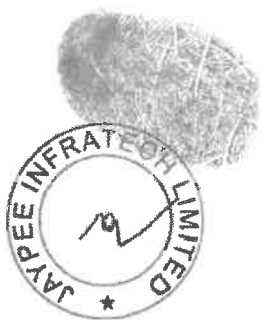
SCHEDULE OF PROPERTY

The **Demised Plot No. C3-D (Master Plan Commercial)** having area as below:-

= 10365 Sqm. (2.56 Acres)

or thereabout at Sector 129, Jaypee Greens Wish Town, Noida, Distt. G.B. Nagar (UP)
and as demarcated on the Location Plan and bound as under:

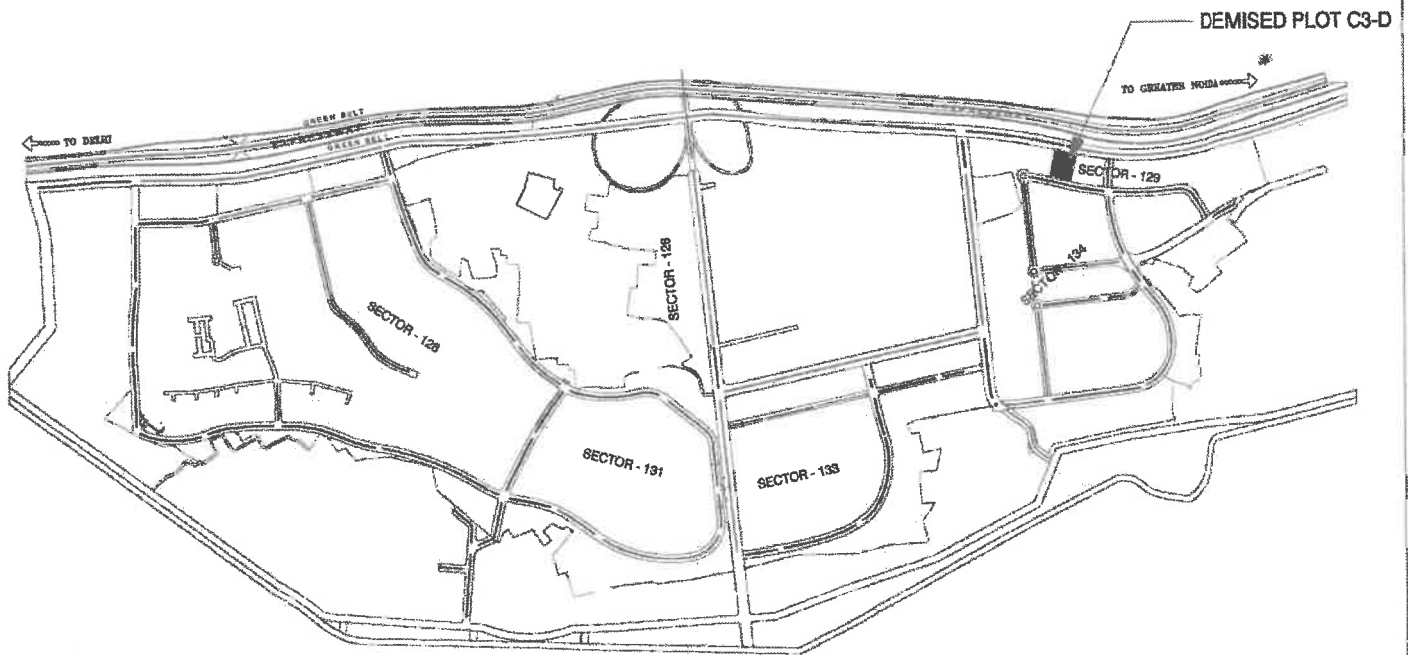
At or towards the EAST :	}	As per Location Plan attached as Annexure - III
At or towards the WEST :		
At or towards the NORTH :		
At or towards the SOUTH :		



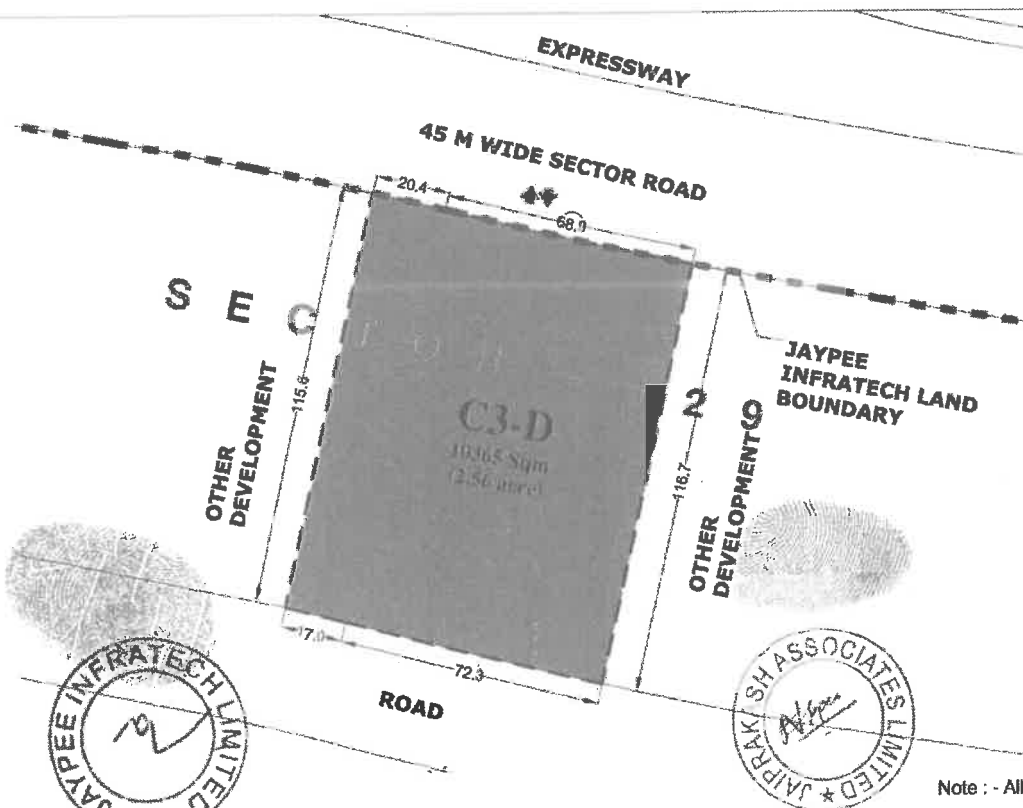


LOCATION OF DEMISED PLOT IN THE SUBJECT LAND

SECTOR - 129, WISH TOWN, JAYPEE GREENS, NOIDA



DETAILS OF DEMISED PLOT



Note : - All dimensions are in meter



LEGEND

BOUNDARY OF SUBJECT LAND
DEMISED PLOT



DEALT BY :-
Banasree Mandal

CHECKED BY :-
Rajna Dora

SCALE :-
N.T.S

DATE :-
28.11.2016

