

# MAX ESTATES 128 PRIVATE LIMITED

(formerly Accord Hotels and Resorts Private Limited)

Regd. Office: Max House, 1, Dr. Jha Marg, Okhla, New Delhi – 110020

CIN: U55101DL2006PTC151422

Phone: 0120 - 4743222, Email ID: secretarial@maxestates.in

सेवा में,

दिनांक—10.12.2024

श्रीमान तकनीकी सलाहकार,  
उत्तर प्रदेश भू-सम्पदा विनियामक प्राधिकरण  
नवीन भवन, राज्य नियोजन संस्थान,  
कालाकांकर हाऊस, पुराना हैदराबाद,  
लखनऊ, उत्तर प्रदेश।

विषय— उ0प्र0 भू-सम्पदा विनियामक प्राधिकरण (उ0प्र0 रेरा) में परियोजना Estate 128 - II जनपद Gautam Buddha Nagar आवेदन आई0डी0 नं0 ID1254613 के, पंजीयन के संबंध में।

महोदय,

उपरोक्त विषयक आवेदन के क्रम में अपने पत्र संख्या 16671/उ.प्र.रेरा/तक.सेल/2024-25 दिनांकित-09.12.2024 का संदर्भ ग्रहण करने का कष्ट करें, जिसके माध्यम से आपने उक्त पंजीयन आवेदन में पाई गई कमियों से अवगत कराते हुए, प्रमोटर कम्पनी को दिनांक-10.12.2024 को 04:30 बजे वीडियो कान्फ्रेंसिंग के माध्यम से उपस्थित होकर अपना पक्ष रखने के लिए निर्देशित किया है तथा प्रमोटर कम्पनी को उक्त कमियों को दूर करने का निर्देश दिया है। इस क्रम में निम्न आख्या प्रेषित है :-

1. प्रमोटर कम्पनी द्वारा Layout Plan, Floor Plan तथा Maps की Approved Copies माननीय विनियामक प्राधिकरण के पोर्टल पर अपलोड कर दी गई है एवं अपने पत्र दिनांकित-09.12.2024 के माध्यम से यू0पी0 रेरा को प्रेषित की जा चुकी हैं तथा इस पत्र के साथ भी आपके सुलभ संदर्भ हेतु **संलग्नक-1** के रूप में प्रेषित की जा रही है।
2. प्रमोटर कम्पनी द्वारा एफ.ए.आर. क्रय करने हेतु देय शुल्क के संबंध में नोएडा विकास प्राधिकरण के पत्र संख्या: नौएडा/मु0वा0नि0/2024/4213, दिनांकित-02.07.2024 (जिसके अंतर्गत मुख्य कार्यपालक अधिकारी, नौएडा, द्वारा सैद्धांतिक स्वीकृति प्रदान की गई है) तथा नोएडा विकास प्राधिकरण को रु. 48,60,72,784/- के भुगतान की रसीद यू0पी0 रेरा पोर्टल पर अपलोड कर दी गई है एवं अपने पत्र दिनांकित-09.12.2024 के माध्यम से यू0पी0 रेरा को प्रेषित की जा चुकी हैं तथा इस पत्र के साथ भी आपके सुलभ संदर्भ हेतु **संलग्नक-2** के रूप में प्रेषित की जा रही है।

यहां माननीय विनियामक प्राधिकरण को यह भी अवगत कराना है कि, Taj Expressway Industrial Development Authority (वर्तमान में यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण) द्वारा Taj Expressway के साथ लगी हुई भूमि को Jaiprakash Industries Limited (वर्तमान में Jaiprakash Associates Limited) को Bulk में आवंटित करते हुए, उक्त की Lease Deed दिनांक-28.02.2003 को, उपनिबंधक महोदय - III गौतम बुद्ध नगर के कार्यालय बही संख्या-1, जिल्द संख्या-373, पृष्ठ संख्या 39 से 72 के क्रमांक-1656/1657 पर पंजीकृत कराई गई तथा Jaiprakash Associates Limited को उक्त भूमि का उप विभाजन (Sub-division) करते हुए भूखण्डों को Sub-lease करने का अधिकार दिया गया था, उक्त Lease Deed की छायाप्रति प्रमोटर कम्पनी द्वारा अपने पत्र दिनांकित-12.11.2024 के माध्यम से यू0पी0 रेरा को पूर्व में ही प्रेषित की जा चुकी हैं तथा इस पत्र के साथ भी आपके सुलभ संदर्भ हेतु **संलग्नक-3** के रूप में प्रेषित की जा रही है।



उक्त Lease Deed के बिन्दु संख्या-4 में स्पष्टतः निम्न उल्लिखित है :-

"4. The Lessee shall have the unfettered right to Sub-lease the whole or any part of the Demised Land, whether developed or undeveloped, and whether by way of plots or constructed properties or give on leave and license or otherwise dispose of its interest in the Demised Land or part thereof / permit to any person in any manner whatsoever, without requiring any consent or approval of or payment of any additional charges, transfer fee, premiums, etc. to the Lessor or to any other relevant authority. The sub-lessee of the Demised Land shall also be entitled to provide the Demised Land on sub-lease and hence there can be subsequent multiple sub-leases of the Demised Land in smaller parts. ...."

Lease Deed के उक्त बिन्दु में स्पष्टतः उल्लिखित है कि, Lessee को Lease पर ली गई भूमि को विकसित अथवा अविकसित रूप में Sub-lease करने का अधिकार है व Sub-Lessee को भी उक्त भूमि के छोटे भाग करते हुए अनेक Sub-lease किए जाने का भी अधिकार प्राप्त है।

Lease Deed के उपरोक्त प्रावधान के अंतर्गत Jaiprakash Associates Limited (JAL) द्वारा विषयक परियोजना की 40,468.56 वर्ग मीटर भूमि Jaypee Infratech Limited (JIL) के पक्ष में Deed of Assignment of Lease करते हुए, उक्त अभिलेख को उपनिबंधक-III गौतम बुद्ध नगर के कार्यालय में बही संख्या-1, जिल्द संख्या-1145, पृष्ठ संख्या-177 से 196 के क्रमांक-3510 पर दिनांक-27.11.2007 को पंजीकृत कराया गया। इस प्रकार परियोजना की उक्त भूमि के Sub-leasing अधिकार Jaypee Infratech Limited (JIL) कम्पनी में निहित हुए, उक्त Deed of Assignment of Lease की छायाप्रति प्रमोटर कम्पनी द्वारा अपने पत्र दिनांकित-12.11.2024 के माध्यम से यू0पी0 रेरा को पूर्व में ही प्रेषित की जा चुकी हैं तथा इस पत्र के साथ भी आपके सुलभ संदर्भ हेतु **संलग्नक-4** के रूप में प्रेषित की जा रही है।

मूल Lease Deed की उपरोक्त शर्त के अनुसार ही उपरोक्त Jaypee Infratech Limited कम्पनी ने परियोजना की उक्त भूमि को Accord Hotels & Resorts Pvt. Ltd. (वर्तमान में नाम परिवर्तन के पश्चात् Max Estates 128 Pvt. Ltd.) के पक्ष में Sub-lease करते हुए दिनांक 02.12.2008 को हस्तांतरित कर दिया। उक्त Sub-lease Deed उपनिबंधक-I गौतम बुद्ध नगर कार्यालय में बही संख्या-1, जिल्द संख्या-1346, पृष्ठ संख्या-361 से 406 के क्रमांक-4059 पर पंजीकृत है, उक्त Sub-lease Deed की छायाप्रति प्रमोटर कम्पनी द्वारा अपने पत्र दिनांकित-12.11.2024 के माध्यम से यू0पी0 रेरा को पूर्व में ही प्रेषित की जा चुकी हैं तथा इस पत्र के साथ भी आपके सुलभ संदर्भ हेतु **संलग्नक-5** के रूप में प्रेषित की जा रही है।

उक्त से स्पष्ट है कि परियोजना की विषयक भूमि प्रमोटर कम्पनी द्वारा Jaypee Infratech Limited से Sub-lease Deed के माध्यम से क्रय करते हुए अपनी पट्टेदारी में निहित की है, उक्त भूमि प्राधिकरण से आवंटित नहीं है। अतः किसी प्रकार का Allotment Letter जारी नहीं है।



3. प्रमोटर कम्पनी द्वारा Promoter Details related Document को Land Detail Section से हटा दिया गया है।

अतः आपसे निवदेन है कि, कृपया विषयक आवेदन पर अग्रतर कार्यवाही करते हुए परियोजना का पंजीयन जारी करने की कृपा करें।

सधन्यवाद।

Max Estates 128 Private Limited

**Max Estates 128 Private Limited**

(Sanjeev Ailawadi)

(अधिकृत हस्ताक्षरी)

**Authorised Signatory**

मो० नं०— 9810411360

ई०मेल आई०डी०—

संलग्नक :- उपरोक्तानुसार।

# MAX ESTATES 128 PRIVATE LIMITED

(formerly Accord Hotels and Resorts Private Limited)

Regd. Office: Max House, 1, Dr. Jha Marg, Okhla, New Delhi – 110020

CIN: U55101DL2006PTC151422

Phone: 0120 - 4743222, Email ID: secretarial@maxestates.in

सेवा में,

दिनांक-09.12.2024

श्रीमान तकनीकी सलाहकार,  
उत्तर प्रदेश भू-सम्पदा विनियामक प्राधिकरण  
नवीन भवन, राज्य नियोजन संस्थान,  
कालाकांकर हाऊस, पुराना हैदराबाद,  
लखनऊ, उत्तर प्रदेश।

विषय- उ०प्र० भू-सम्पदा विनियामक प्राधिकरण (उ०प्र० रेरा) में परियोजना Estate 128 - II जनपद Gautam Buddha Nagar आवेदन आई०डी० नं० ID1254613 के, पंजीयन के संबंध में।

महोदय,

उपरोक्त विषयक आवेदन के क्रम में अपने पत्र संख्या 0612243/यू.पी.रेरा/परि०पंजी०/2024-25 दिनांकित-06.12.2024 का संदर्भ ग्रहण करने का कष्ट करें, जिसके माध्यम से आपने उक्त पंजीयन आवेदन में पाई गई कमियों से अवगत कराते हुए, उक्त कमियों को दूर करने का निर्देश दिया है। इस क्रम में निम्न आख्या प्रेषित है :-

1. प्रमोटर कम्पनी द्वारा Layout Plan, Floor Plan तथा Maps की Approved Copies माननीय विनियामक प्राधिकरण के पोर्टल पर अपलोड कर दी गई है एवं इस पत्र के साथ भी आपके सुलभ संदर्भ हेतु संलग्नक-1 के रूप में प्रेषित की जा रही है।
2. प्रमोटर कम्पनी द्वारा Development Work को Brief में Explain कर, माननीय विनियामक प्राधिकरण के पोर्टल पर अपलोड कर दिया गया है।

यहां आपके संज्ञान में यह लाना भी प्रासांगिक है कि, भूखण्ड संख्या TS-02 Jaypee Green Wishtown नोएडा विकास प्राधिकरण के Sector-128 के अंतर्गत आती है, जोकि नोएडा विकास प्राधिकरण का अधिकार क्षेत्र है, नियमानुसार उपरोक्त क्षेत्र की परियोजनाओं के मानचित्र नोएडा प्राधिकरण के Building Bye-laws के अनुसार उक्त प्राधिकरण द्वारा स्वीकृत किए जाते हैं तथा उक्तानुसार ही Purchasable FAR की स्वीकृति भी नोएडा विकास प्राधिकरण द्वारा प्रदान की जाती है। (संदर्भ हेतु यमुना औद्योगिक विकास प्राधिकरण का पत्रांक: वाई०ई०ए०/सम्पत्ति/ LFD/SDZ/ 4870/2024, दिनांकित-13.02.2024 की छायाप्रति आपके सुलभ संदर्भ हेतु संलग्नक-2 के रूप में प्रेषित की जा रही है)

प्रमोटर कम्पनी द्वारा Principal Lease Deed, जो कि उपनिबंधक महोदय - III गौतम बुद्ध नगर के कार्यालय बही संख्या-1, जिल्द संख्या-373, पृष्ठ संख्या 39 से 72 के क्रमांक-1656/1657 पर दिनांक-28.02.2003 को पंजीकृत है, इस पत्र के साथ आपके सुलभ संदर्भ हेतु संलग्नक-3 के रूप में प्रेषित की जा रही है।





प्रमोटर कम्पनी द्वारा माननीय विनियामक प्राधिकरण के निर्देशानुसार परियोजना के भूखण्ड संख्या TS-02 at Jaypee Greens Wish Town, Sector-128, NOIDA के Address Confirmation हेतु नोएडा विकास प्राधिकरण के पत्र संख्या-नौएडा/मु0वा0नि0/2024/4443, दिनांकित-06.12.2024, पत्र संख्या-नौएडा/मु0वा0नि0/2024/4436, दिनांकित-04.12.2024 तथा यमुना विकास प्राधिकरण के पत्र संख्या YEIDA/PROPERTY/LFD/SDZ/324 A/2023, दिनांकित-03.02.2023 को यू0पी0 रेरा पोर्टल पर अपलोड कर दिया गया है, उक्त की छायाप्रति आपके सुलभ संदर्भ हेतु इस पत्र के साथ **संलग्नक-4** के रूप में प्रेषित की जा रही है।

3. प्रमोटर कम्पनी द्वारा Promoter Details related Document को Land Detail Section से हटा दिया गया है।

प्रमोटर कम्पनी द्वारा एफ.ए.आर. क्रय करने हेतु देय शुल्क के संबंध में नोएडा विकास प्राधिकरण के पत्र संख्या: नौएडा/मु0वा0नि0/2024/4213, दिनांकित-02.07.2024 (जिसके अंतर्गत मुख्य कार्यपालक अधिकारी, नौएडा, द्वारा सैद्धांतिक स्वीकृति प्रदान की गई है) तथा नोएडा विकास प्राधिकरण को रु. 48,60,72,784/- के भुगतान की रसीद को यू0पी0 रेरा पोर्टल पर अपलोड कर दी गई है, जिसकी छायाप्रति आपके सुलभ संदर्भ हेतु इस पत्र के साथ **संलग्नक-5** के रूप में प्रेषित की जा रही है।

अतः आपसे निवेदन है कि, कृपया विषयक आवेदन पर अग्रतर कार्यवाही करते हुए परियोजना का पंजीयन जारी करने की कृपा करें।

सधन्यवाद।

Max Estates 128 Private Limited

**Max Estates 128 Private Limited**

(Sanjeev Ailawadi)

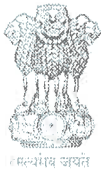
(अधिकृत हस्ताक्षरी)

**Authorised Signatory**

मो0 नं0- 9810411360

ई0मेल आई0डी0- [tera@maxestates.in](mailto:tera@maxestates.in)

संलग्नक :- उपरोक्तानुसार।



INDIA NON JUDICIAL



IN-UP56999244847820W

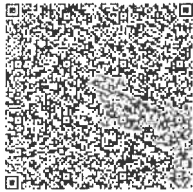
Government of Uttar Pradesh

e-Stamp

Signature.....

ACC Name: KIRAN K. SINGH, ACC Code: UP1400339-  
ACC Add: Sub Registrar Noida, Mob. 9815811293  
Base No: 60/99, Noida Dist. G.B. Nagar, UP

Certificate No. : IN-UP56999244847820W  
Certificate Issued Date : 12-Nov-2024 10:56 AM  
Account Reference : NEWIMPACC (SV)/ up14003904/ NOIDA/ UP-GBN  
Unique Doc. Reference : SUBIN-UPUP1400390410820181224052W  
Purchased by : DEVESH SAXENA ADVOCATE  
Description of Document : Article 24 Copy or Extract  
Property Description : Not Applicable  
Consideration Price (Rs.) :  
First Party : DEVESH SAXENA ADVOCATE  
Second Party : Not Applicable  
Stamp Duty Paid By : DEVESH SAXENA ADVOCATE  
Stamp Duty Amount(Rs.) : 10  
(Ten only)



Please write or type below this line

विशेष न्यायाधीश, न्यायालय, नोडा-III

मिना साहि

SUB REGISTRAR  
NOIDA-III

## Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



1656  
1657

39  
72

THIS LEASE DEED PERTAINS TO VILLAGE  
SULTANPUR AREA 136.40 ACRES

**LEASE DEED**

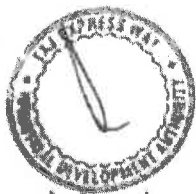
This Deed of Lease is made on this 28<sup>th</sup> day of February, 2003

Between

a) Expressway Industrial Development Authority (TEA), a statutory body constituted under the U.P. Industrial Area Development Act, 1976 and having its principal office at J-3, Sector- 41, NOIDA, Distt. Gautam Budh Nagar -201301 U.P., India (hereinafter referred to as the "Lessor" which expression shall, unless repugnant to the context, mean and include its administrators, successors and assigns) of One Part,

AND

Jaiprakash Industries Limited, a company incorporated under the Companies Act, 1956 having its Registered Office at 5, Park Road, Hazratganj, Lucknow, U.P. and Head Office at House, 63, Basant Lok Community Centre, Vasant Vihar, New Delhi-110057 India acting through its Managing Director (hereinafter referred to as the "Lessee" which expression shall, unless repugnant to the context, mean and include its successors and assigns) of the other Part.



*Peri Sankar*  
*90.6.11.01 U.N. Sankar*



*HANUJ KUMAR*  
*10/2/2003*

Lease Deed 310701932.60

5000 + 4000 = 9000

राश 5060 रु. गुरुद्वारा 4000

की राशि श्रीवास्तव

पुनः/पुनः 3 दिनांक तक चला श्रीवास्तव

विशेष 5-3 सेक्टर पर निर्माण श्रीवास्तव

के वह गुरुद्वारा कायान्वय उपा निबंधक रोषण III

रा. हावरी, जिला गोरखपुर नगर में बांध

28/1/63 मध्य 4000

5 दिव के प्रभुत्व किया।

18-2-63

वधपत्र

उत्तरवास्तव का श्रीवास्तव

ने कात कमील श्री श्रीवास्तव

की कमील कात श्री श्रीवास्तव

अपन कात कात श्री श्रीवास्तव

की राश कात श्री श्रीवास्तव

राश कात श्री श्रीवास्तव

1300 सेक्टर 5 केडीप विहा नील

की कात कात श्री श्रीवास्तव

राश कात श्री श्रीवास्तव

28/8/82 कात कात श्री श्रीवास्तव

28-2-63

ML

Program

(a)



**WHEREAS:**

- (1) The Lessor and the Lessee have entered into a Concession Agreement dated 7<sup>th</sup> February, 2003 (the "Concession Agreement", which expression shall include all amendments made thereto from time to time) where under the Lessee has been granted the Concession to carry out, inter alia, preparation of the Techno-Economic Feasibility Report (TEFR), Detailed Project Report (DPR), arrangement of finances, designing, engineering, construction and operation of six-lane Expressway along with service roads and associated structures between NOIDA and Agra in Uttar Pradesh and shall bear and pay all expenses, costs and charges incurred in the fulfillment of all its obligations under the Concession Agreement;
- (2) The Lessor has also agreed under the Concession Agreement to transfer to the Lessee as part of consideration thereunder 25 million square metres of land (the "Land for Development") together with, inter alia, all buildings, structures, to be constructed thereon, along the proposed Expressway for commercial, amusement, industrial, institutional and residential development subject to the terms and conditions specified therein.
- (3) The Lessor and the Lessee have further agreed under the Concession Agreement that the Land for Development for the purposes stated above, shall be provided by TEA at five or more locations of which one location shall be in NOIDA or Greater Noida with an area of 5 million square metres.
- (4) The Lessor, in part discharge of its obligations under the Concession Agreement for provision of land, has agreed to provide on lease and the Lessee has agreed to take on lease, a portion of land in NOIDA, as more particularly detailed in SCHEDULE I attached hereto, on terms and conditions contained in these presents.

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

1. The Lessor is the lawful owner of Demised Land admeasuring 168.99 acres situate in NOIDA (the "Demised Land") and has a valid right, title and interest therein and is competent to lease the same to the Lessee. Detailed description of the Demised Land and a plan thereof (delineated and marked in red) as shown in the Map is attached hereto as SCHEDULE II hereto demised on lease to the Lessee as per covenants, provisions of the Concession Agreement.



Ravi Sankar  
H/o Late Sri V. N. Sankar

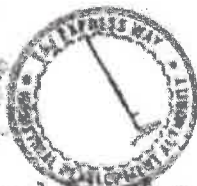


Manoj Kumar  
To be signed by





2. In consideration of the payment of the rent hereunder reserved and of the covenants and conditions on the part of the Lessee hereinafter contained, the Lessor doth hereby demise unto to the Lessee all that piece and parcel of the Demised Land containing by admeasurement 168.99 acres more particularly described in the SCHEDULE I hereto, together with all and singular liberties, privileges, rights, easements and appurtenances thereto AND ALSO the structures and buildings hereafter to be erected thereon TO HOLD the Demised Land unto the Lessee for the term of 90 (ninety) years (the "Term") commencing from the date of possession of Demised Land.
3. During the term of the lease, the Lessee shall pay to the Lessor lease rent of Rs. 100/- per hectare per year in advance (the "Rent Amount") commencing from the month of February, 2003. The Lessee has paid to the Lessor sole premium amount of Rs.37,93,76,858/- (Rupees thirty seven crores ninety three lacs seventy six thousand eight hundred fifty eight only) (being the amount of acquisition cost of the Demised Land, details of which are set out in the SCHEDULE I hereto), the receipt whereof the Lessor doth hereby acknowledges.
4. The Lessee shall have unfettered right to sub-lease the whole or any part of the Demised Land, whether developed or undeveloped, and whether by way of plots or constructed properties or give on leave and license or otherwise dispose of its interest in the Demised Land or part thereof / permit to any person in any manner whatsoever, without requiring any consent or approval of or payment of any additional charges, transfer fee, premiums etc. to the Lessor or to any other relevant authority. The sub-lessees of the Demised Land shall also be entitled to provide the Demised Land on sub-lease and hence there can be subsequent multiple sub-leases of the Demised Land in smaller parts. The Lessee / sub-lessee / licensee, as the case may be, shall however notify to the Lessor the details of all such sub-lease(s) / leave and license(s) / disposals. Till the time such notification is made to the Lessor, the Lessor / sub-lessor / licensor, as the case may be, shall continue to remain liable to pay the Rent Amount along with the Lessee. The quantum of Rent Amount payable to the Lessor shall remain unaffected by any such sub-lease(s) / leave and license(s). It is hereby further clarified that the total Rent Amount payable by the Lessee and various sub-lessees / transferees shall be to the maximum extent of Rs. 100.00 (Rupees one hundred) per hectare per year (various sub-lessees/ transferees paying pro-rata rent for the portion of land held by them). In case the Lessee considers it appropriate, tripartite agreement(s) in connection with sub-lease(s) / leave and license(s) may be executed between the Lessor, the Lessee and the sub-lessee(s) / licensee(s) on the same terms and conditions as contained herein.



Ravi Kumar  
Sd/- Lt. Col. U.N. Sankar,

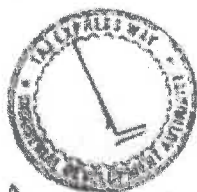


Manoj Kumar  
Sd/- Mr. Jankar Lal Gaur



Each sub-lease and/or transfer shall after the execution thereof be notified by the transferor or the sub-lessor/sub-lessee to Lessor and till such time, it is so notified, the transferor / sub-lessor shall remain jointly and severally liable along with the transferee/ sub lessee for payment of lease rent to Lessor.

5. The Lessee shall have exclusive right to determine the purpose for which the Demised Land will be used i.e. for commercial, amusement, industrial, institutional, residential etc. and also the allocation of area of such Demised Land for different uses. The Lessee shall also be free to decide whether the portions of Demised Land decided by the Lessee to be sub-leased / given on leave and licence basis should be in the form of plots or constructed properties. No permission of the Lessor shall be required either for the use of the Demised Land or for sub-leasing / multiple sub-leasing / giving on leave and licence basis. The Lessee shall be entitled to modify the Demised Land or part thereof as per the approved layout plan(s) approved by the relevant authorities. In case Demised Land is allotted to the Lessee in parts, the Lessee shall be entitled to amalgamate / merge the said parts of the Demised Land at one location. The land use shall however be as per applicable master plan and other regulations of the local authority.
6. The period of this lease and the rights of the Lessee / sub-lessee(s) / leave and licensee(s) / end-users shall not be affected by termination of the Concession Agreement for any reason whatsoever or expiry of Concession Period (as defined in the Concession Agreement) and subsequent renewals within the lease period shall be granted by the Lessor without any additional cost to the Lessee / sub-lessee(s) / leave and licensee(s) / end-users.
7. The Lessee shall have a right of way to all the lands and premises and roads adjoining the Demised Land and shall be entitled to enter upon such land and premises and roads for the purpose of accessing the Demised Land.
8. The Lessor agrees to provide reasonable assistance to the Lessee in obtaining all applicable Government permits and clearances necessary for the effective enjoyment and utilization of the Demised Land.
9. (i) The Lessee shall have absolute right to mortgage, pledge, hypothecate or otherwise alienate in any manner the Demised Land as well as all its rights, titles and interests in the Demised Land (the Mortgaged Assets) in favour of the Lessee's lenders/ trustees for the lenders of the Lessee (hereinafter referred to as the "Mortgagee").



*Ravi Sankar*  
*Ho. Secy. P.W.D. U.N. Sankar,*

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*Manoj Kumar*  
*Ho. Secy. Industries*





(ii) The Mortgagee shall have the right, with prior notice to the Lessor, to deal with and dispose off within the provisions of law in any manner whatsoever the Mortgaged Assets for realisation of any or all amounts due and payable by the Lessee to the Mortgagee. In the event of the Mortgagee disposing off the Mortgaged Assets and realising any amounts out of such disposition, the Mortgagee shall be entitled to appropriate monies out of such realisations to the extent payable by the Lessee to the Mortgagee subject to the condition that all dues of any description payable to Lessor pertaining to the Demised Land shall have been paid to the Lessor.

10. That the Lessee/sub-lessee hereby covenants to pay all rates, taxes, charges and taxes already levied or to be levied in future by the Lessor or any local or other authority / Central or State Govt. The Lessee/sub-lessee/end users shall have to take independent connection in his name at his cost for water supply/drainage/sewerage on payment of required charges to local authority for construction purpose and later on for regular drinking water supply etc. The Lessee/sub-lessee/end users shall, if required by the Lessee, also have to take in his own name and at his own cost temporary electric / power connection for construction purposes and later on for regular supply on payment of required charges to the U.P. Power Corporation Office in NOIDA or from such other authority as may be responsible for giving such electric / power connection.

11. The Lessor covenants and warrants that:

i. The Lessor has the full right and authority to execute this Deed and to grant the lease of the Demised Land, and that the Lessee, upon payment of the rent and performance of the covenants herein contained, shall peaceably and quietly hold, possess and enjoy the Demised Land during the full term of this lease without any interruption, disturbance, claims or demands whatsoever by the Lessor or by any person/s claiming for and on behalf of the Lessor as per the covenants and provisions of this Lease Deed.

ii. The Lessor shall grant, transfer, convey and assure, from time to time, all its reversionary rights, title and interests in respect of such part of the Demised Land as may be required by the Lessee/sub-lessees for land use as per applicable Master Plan and other regulations of the local authorities.



*Mani Sankar*  
*Subashi Srin U.N. Sankar*



*405*



*Manoj Kumar*  
*Secy. In. T. K. Sankar Kumar*

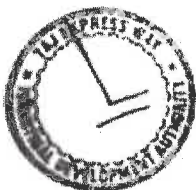




- iii. The Lessor hereby covenants that the Lessee/sub-lessee(s)/licensee(s) shall enjoy quiet possession of the Demised Land without disturbance by it or its successors in interest or any person claiming title paramount thereto in any manner.
- iv. The Lessor warrants that the Demised Land is free from 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. The Lessor further warrants that if any compensation remains outstanding and payable in respect of the Demised Land the same shall be paid and settled directly by the Lessor without in any way affecting the Lessee's enjoyment of the Demised Land

12. The Lessee covenants and warrants that:

- i. The Lessee shall follow all laws and bye-laws, rules, building regulation and direction of Lessor and the local municipal or other authority now existing or hereinafter to exist so far as the same relate to the immovable property and so far as they affect the health, safety and convenience of other inhabitant of the place.
- ii. The Lessee shall bear the entire legal expenses of execution of this Lease Deed including the stamp duty and registration charges.
- iii. The Lessee will permit the members, officers and subordinates of the Lessor and workmen and other persons employed by the Lessor at all reasonable time of the day with 7 days prior notice in writing to enter into and upon the Demised Land and building to be erected thereupon in order to inspect the Demised Land and carry on necessary works and the Lessee will give notice of the provision of this sub-clause to its sub-lessee(s) / leave and licencee(s), if any.



Ravi Sankar  
Secy to the U.N. Sankar

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*[Handwritten mark]*



Manj  
to the Industrial Corp



12A. The Lessee /sub-lessee /licensee shall make such arrangements as are necessary for maintenance of the building(s) and common services situated on the Demised Land and if the buildings are not maintained properly, the Chief Executive Officer or any officer authorised by Chief Executive Officer of the Lessor will have the power to get the maintenance done through the authority and recover the amount so spent from the Lessee/sub-lessee/licensee. The Lessee/sub-lessee/licensee will be individually liable for payment of the maintenance amount related to its property.

No objection on the amount spent on maintenance of the building by the Lessor shall be entertained and the decision of the Lessor shall be final.

14. The Lessor agrees to carry out, in accordance with the Concession Agreement, external development including electric supply, water supply, drainage arrangements etc. in relation to land which are already developed, specially in Noida or Greater Noida, without any cost to the Lessee within a reasonable period of handing over of such land. For external development of the other undeveloped land, the Lessor agrees to assist the Lessee, on best effort basis, to arrange it through other authorities who may be involved in development of nearby lands without any cost to Lessor.

15. The Lessor has full rights and title to all mines and minerals, coals, gold washing, earth oils and quarries in and under the Demised Land 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 the Lessee's / sub-lessee(s) / licensee(s) right to peaceful possession and enjoyment.

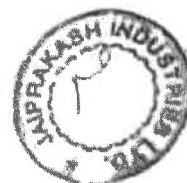
16. The Lessor has the right to receive the lease rent annually in advance without having to issue any demand notice therefor.

17. The Lessee is entitled to achieve 150 Floor Area Ratio (FAR) on the Demised Land. If due to local bye-laws or other statutory provisions, it shall not be possible for the Lessee to achieve the said FAR on such Demised Land, the Lessor with mutual agreement of the Lessee shall evolve suitable mechanism so as to enable the Lessee to achieve 150 FAR.

18. The Lessee shall have the option to return to the Lessor the Demised Land either in full or part and in these circumstances, the Lessor shall pay to the Lessee acquisition cost, development cost, all incidental costs and other costs as mentioned in Chapter X and XI of the Concession Agreement.



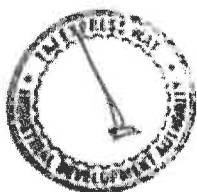
*Ravi Kumar*  
Sd/- U.N. Sankar



*Manj Kumar*  
Sd/- In the presence of



19. Any building constructed on any portion of Demised Land may be sub-let, by the Lessee/sub-lessee subject to the terms and conditions as laid down in the bye laws from time to time. However, the sub-lessee/end users shall follow the statutory laws / bye-laws, Master Plan, Building regulation and directions framed under U.P. Industrial Area Development Act 1976 for the land use and also shall be bound by all covenants and condition contained herein and be answerable in all respect thereof.
20. That the Chief Executive Officer of the Lessor in consultation with the Lessee may make such amendments, additions and alterations or modifications in these terms and conditions as may be mutually agreed between Chief Executive Officer and the Lessee.
21. If due to any FORCE MAJURE or circumstances beyond Lessor's control, the Lessor is unable to make the allotment or deliver clear possession of Demised Land, entire money and other deposits made by the Lessee to the Lessor in regard to subject land shall be refunded by the Lessor to Lessee.
22. That the Lessee shall keep the Lessor indemnified against any claims for damages which may be caused to any property belonging to the Lessor / others in consequence of the execution of the works and also against claims for damages arising from the actions of the Lessee or his workmen or representatives which:
- a) Injures or destroys any building or part thereof or other structure contiguous or adjacent to the Demised Land.
  - b) Keeps the foundation, tunnels or other pits on the Demised Land open or exposed to weather causing any injury to contiguous or adjacent building.
  - c) Digs any pit near the foundation of any building thereby causing any injury or damages to such building.
23. That the damages shall be assessed by the Lessor whose decision as to the extent of injury or damages or the amount payable shall be final and binding on the Lessee.



*Ravi Sankar*  
U. N. Sankar

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*Nanj Gan*  
*to J. K. Khandelwal*





24. That without prejudice to its rights under the Concession Agreement, the Lessee, its successor and transferees/sub-lessees shall abide by the provisions of the U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) and such rules, regulations or directions as are made or issued thereunder from time to time.
25. That the Lessee/sub-lessee/tenant/licensee shall not display or exhibit any picture posters, statues, other articles which are repugnant to the morals or are indecent or immoral. The Lessee/sub-lessee/tenant/licensee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the building, which shall be constructed over the Demised Land, except at places specified for the purpose by the Authority.
26. All powers exercised by the Lessor under this Lease Deed may be exercised by the Chief Executive Officer of the Lessor, who may also authorise any of its other officers to exercise all or any of the power exercisable by it under this Lease Deed.
27. Any relaxation or indulgence granted by the Lessor to the Lessee under this Deed shall not in any way prejudice the legal rights of the Lessor.
28. In the event of any dispute with regard to terms and conditions of the Lease Deed, the matter will be resolved amicably in terms of the provisions of Chapter XV of the Concession Agreement.
29. That the power exercisable by the Chief Executive Officer of the Lessor under and in accordance with the terms of the Lease Deed may be exercised by such other officer as the Chief Executive Officer of the Lessor may authorise in this behalf. A copy of such authorisation shall be handed over by the Lessor to the Lessee immediately upon such authorisation.
30. The lease hold rights can be terminated only by giving prior notice within the provisions of law to the Lessee as well as Lessee's lenders if any.
31. The Lessor and the Lessee hereby agree that all notices hereunder to any Party hereto shall be delivered personally or sent by registered or registered mail with acknowledgement due or facsimile to such Party at the address set forth below or such other address as may hereafter be designated in writing by such Party to the other Party. Notices delivered personally shall be deemed to have been received on the

  
Ravi Kant  
40, Lodi St. U.N. Cantt

9. H.S.  
Manj Kumar  
Secy. to Jaleel Ahmed Khan  




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date of receipt; notices sent by registered mail shall be deemed to have been received on the tenth day following mailing; and notices sent by facsimile shall be deemed to have been received one (1) business day after transmission provided (i) receipt is verbally confirmed and (ii) an original copy is mailed promptly within five (5) Business Days thereafter:

(a) Notices to the Lessor, to:

Taj Expressway Industrial Development Authority (TEA)  
J-3, Sector 41, NOIDA  
Distt. Gautam Budh Nagar - 201 301,  
UTTAR PRADESH

Attention: \_\_\_\_\_

Fax No.: 0120-2501851

Telephone No.: 0120-2573733

(b) Notices to the Lessee, to:

Jaiprakash Industries Limited  
JA House, 63, Basant Lok,  
Vasant Vihar,  
New Delhi- 110 057.

Attention: \_\_\_\_\_

Fax No.: 011-26145389

Telephone No.: 011-26141540

All notices, orders and other documents required under the terms of the Lease or under U.P. Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) or any rules or regulations made thereunder shall be deemed to be duly served as provided under section 43 of the U.P. Urban Planning and Development Act 1973 as re-enacted and modified by the U.P. President's Act (re-enactment with modification) Act 74 (U.P. Act No. 30 of 1974).

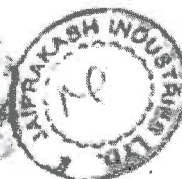
32. This Lease Deed shall be subject to the jurisdiction of District Court at Guatam Budh Nagar or the High Court of Judicature at Allahabad.
33. All arrears payable to Lessor shall be recoverable as arrear of land revenue without prejudice to its other rights under any other law for the time being in force, subject however to the terms of this Deed.



*Pami Kumar*  
*Secy. Secy. U.P. Industrial*

*MS*

*Mangal*  
*Secy. Secy. Industrial*





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**SCHEDULE I**  
(DESCRIPTION OF DEMISED LAND AND ITS ACQUISITION COST)

Sheet-1 of Sch. 1

SL. NO.	DESCRIPTION	KHASRA NO.	AREA BIGHA	VILLAGE			SECTOR	AREA IN ACRES	ACQUISITION RATE (IN RS.)	ACQUISITION COST (IN RS.)
				VISWA	VISWASI					
1	603 P		0	1	0					
2	603 P		23	2	0					
3	608 P		9	10	0					
4	610		7	2	0					
5	611 P		12	8	0		128 NORDA			
Sub-total				52	3	0		32.59		63,674,925.48
1	162 P		1	8	0		Sultan Pur  128, 129 & 130 NORDA			
2	201 P		0	8	0					
3	202 P		0	3	0					
4	208 P		0	7	0					
5	210 P		2	4	0					
6	211 P		1	0	0					
7	212 P		0	4	0					
8	215 P		0	4	0					
9	218 P		0	2	0					
10	218 P		0	0	10					
11	301 P		0	8	0					
12	303 P		0	10	0					
13	304		3	1	10					
14	305 P		0	7	0					
15	306		0	5	0					
16	307		0	7	0					
17	308		0	13	0					
18	309 P		0	4	0					
19	310 P		0	6	0					
20	311		1	0	0					
21	312		0	14	0					
22	313 P		0	4	0					
23	316 P		0	2	0					
24	317		3	8	0					
25	318		1	7	0					
26	319		1	7	0					
27	320 P		0	5	0					
28	321 P		0	2	0					
29	322		1	3	0					
30	323		0	6	0					
31	324		1	10	0					
32	325 P		4	4	8					



Ravi Sankar  
to Lali Sh. V.H. Sankar

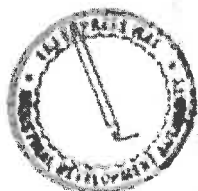


Haraj Gaur  
to Mr. Talwar Gaur





SL NO.	DESCRIPTION Khasra No.	AREA BIGHA	AREA VISWA	AREA VISWANSI	VILLAGE	SECTOR	AREA IN ACRES	ACQUISITION RATE (IN RS.)	ACQUISITION COST IN (RS.)
33	326	0	5	0	Sultan Pur	128, 129 & 130 Noida			
34	327	0	6	0					
35	328	19	1	0					
36	329	2	7	0					
37	330	1	4	0					
38	331	1	7	0					
39	332	0	4	0					
40	333	1	9	0					
41	334	1	1	0					
42	335	1	12	0					
43	336	10	13	0					
44	337	0	13	0					
45	338	0	13	0					
46	339	1	5	10					
47	340	1	7	0					
48	341	0	17	0					
49	342	2	8	0					
50	343 P	0	6	0					
51	344 P	0	6	0					
52	345	0	9	0					
53	346	0	5	0					
54	347	3	15	0					
55	348 P	2	10	10					
56	349 P	0	5	0					
57	352 P	0	4	0					
58	376 P	0	7	0					
59	377 P	0	10	0					
60	378	3	4	0					
61	379	2	4	0					
62	380	0	12	0					
63	381	0	13	0					
64	382	1	18	0					
65	383	1	17	0					
66	384	1	8	0					
67	385	1	9	0					
68	386	3	12	0					
69	387	1	4	0					
70	388	0	5	0					
71	389	3	13	0					
72	390	0	10	0					
73	391	0	11	0					
74	392	0	16	0					
75	393	1	19	0					
76	394	0	14	0					
77	395	1	16	0					
78	396	1	2	0					



Ramji Sankar  
Ch. Chelam. U N Sankar

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Mangli Kaur  
Sd/- The District Officer

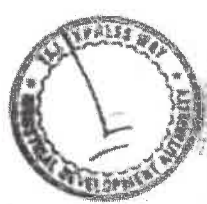


SHEET 2 OF 5

SL. NO.	DESCRIPTION	AREA BIGHA	VISWA	VISWAN	VILLAGE	SECTOR	AREA IN ACRES	ACQUISITION RATE (IN RS.)	ACQUISITION COST IN (RS.)
79	397	1	18	0					
80	398	1	10	0					
81	399	0	4	0					
82	400	0	14	0					
83	401	0	8	0					
84	402	0	16	0					
85	403	1	18	0					
86	404	0	18	0					
87	405	1	11	0					
88	406	5	4	0					
89	407	0	17	0					
90	408	1	17	0					
91	409	1	10	0					
92	410	0	17	0					
93	411	4	10	0					
94	412	0	12	0					
95	413	1	19	0					
96	414	0	9	0					
97	415	2	3	0					
98	416	0	19	0					
99	417	1	2	0					
100	418	3	6	0					
101	419	1	9	0					
102	420	1	3	0					
103	421	1	14	0					
104	422	1	5	0					
105	423	1	12	0					
106	424	1	17	0					
107	425	1	15	0					
108	426	1	12	0					
109	427	0	14	0					
110	428	1	0	0					
111	429	2	14	0					
112	430	1	6	0					
113	431	0	13	0					
114	432	3	0	0					
115	433	3	7	0					
116	434	0	17	0					
117	435	9	0	0					
118	436	1	9	0					
119	437	1	17	0					
120	438	1	7	0					
121	439	1	14	0					
122	440	1	6	0					
123	441	2	10	0					
124	442	2	17	0					

Sultan Pur

128, 129 &  
130  
NORDA



Ravi Sankar  
S/o Late Sh. U. N. Sankar,



My Son  
Sh. M. Jai Prakash Choudhary



Sl. No.	DESCRIPTION Khasra No.	VILLAGE			SECTOR	AREA IN ACRES	ACQUISITION RATE (IN RS.)	ACQUISITION COST (IN RS.)
		AREA BIGHA	VISWA	VISWANSI				
125	449	2	19	10	Sultan Pur  128, 129 & 130 NODA			
126	450	4	3	0				
127	451	0	13	0				
128	452	2	7	0				
129	453	2	7	0				
130	455	0	15	0				
131	484	0	19	0				
132	485	4	4	0				
133	486	0	18	0				
134	487	0	3	0				
135	488	2	15	0				
136	492 P	1	0	0				
Sub-total		218	4	18		136.40 Acres		310,701,932.60
TOTAL						168.99 Acres		379,376,858.08
							Say	Ra. 379,376,858/-
(Rupees thirty seven crores, ninety three lacs, seventy six thousand eight hundred fifty eight only)								

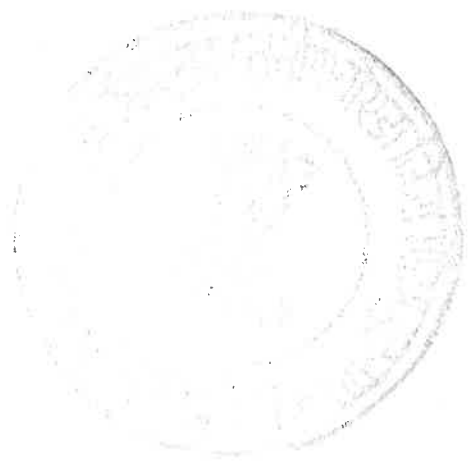
P - represents part area of the Khasra



Mary Gaur  
H-1 Jai Prakash Gaur


Ravi Sontunni  
S/o Late S/o UN Sontunni

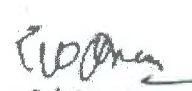





IN WITNESS WHEREOF THE Lessor and the Lessee have caused these presents to be executed on their respective behalf on the day, month and year first hereinabove written in the manner hereinafter appearing.

SIGNED AND DELIVERED by Taj Expressway Industrial Development Authority by the hand of Shri. Ravi Srivastava, its General Manager in the presence of :

  
RAVI SRIVASTAVA  
General Manager (Project)  
Taj Expressway Industrial  
Development Authority  
J-3, Sector 41, NOIDA

1.   
RAM PRAKASH SINGH  
S/o. Late Sh. Ganga Prasad Singh  
B-90, Sector-51, Kirti Vihar,  
Noida.

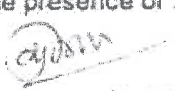
2.   
NAND KISHORE SUNDRIYAL  
S/o. Sh. D. P. Sundriyal  
93, Sector-4, R.K. Puram,  
N. Del. 22.


SIGNED AND DELIVERED by Jaiprakash Industries Limited by the hand of Shri. Manoj Gaur, its Managing Director, in the presence of :


For JAIPRAKASH INDUSTRIES LTD.

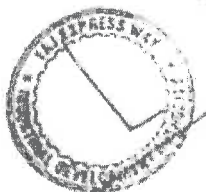
  
(MANOJ GAUR)  
MANAGING DIRECTOR


Lessee

  
(VIRENDRA KUMAR MITTAL)  
S/o Sh. L. P. Mittal  
C-8/86 S3, VASANT KUNJ, NEW DELHI


3.   
Col (Retd) S. C. KATOCH S/O TH. MILAPCHAND KATOCH  
Resident of 388 SECTOR-28 NOIDA.  
Dist. GAUTAMBUDH NAGAR UP.

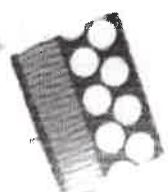
Drafted By  
Prakumar Sharma  
Document Writer Noida  
Phone No. 9  
Valid upto 31-3-2000  
Drafting Fees .....  
Signature 



  
Ravi Srivastava  
S/o Late Sh. U. N. Srivastava



  
Manoj Gaur  
S/o. Mr. Jai Prakash



**ताज एक्सप्रेसवे औद्योगिक विकास प्राधिकरण**  
जे-3, सेक्टर-41, नौएडा, जिला-गौतमबुद्ध नगर 30प्र0

पत्रांक : टी.ई.ए./747/2003

दिनांक : 28-02-2003

**कार्यालय आदेश**

कार्यालय के कार्यहित में ताज एक्सप्रेसवे परियोजना के कार्यान्वयन के अन्तर्गत भूमि हस्तांतरण, भूमि अर्जन एवं सम्पत्तियों के हस्तांतरण, सम्बंधी किए जाने वाले लीज डीड एवं अन्य प्रपत्रों आदि के निष्पादन हेतु महाप्रबंधक (परियोजना) श्री रवि श्रीवास्तव को अधिकृत किया जाता है।

यह आदेश तत्काल प्रभावी होंगे।



(ललित श्रीवास्तव)

अध्यक्ष एवं मुख्य कार्यपालक अधिकारी

**प्रतिलिपि :**

1. सचिव, औद्योगिक विकास अनुभाग-4, 30 प्र0 शासन, लखनऊ।
2. मुख्य वित्त एवं लेखाधिकारी, ताज एक्सप्रेसवे प्राधिकरण।
3. गार्ड फाईल।

(रामप्रकाश सिंह)

प्रशासनिक अधिकारी

111

111



## ताज एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

जे-3, सेक्टर-41, नौएडा, जिला-गौतमबुद्ध नगर 30५०

दिनांक २०/०५/२०१३

दिनांक २०/०५/२०१३

### कार्यालय आदेश

कार्यालय के कार्यक्षेत्र में ताज एक्सप्रेसवे परियोजना के कार्यान्वयन के अन्तर्गत भूमि हस्तांतरण, एवं सम्पत्तियों के हस्तांतरण, सम्बंधी किए जाने वाले लीज डीड एवं अन्य प्रपत्रों आदि के मुहताबप्रबंधक (परियोजना) श्री रवि श्रीवास्तव को अधिकृत किया जाता है।

यह आदेश तत्काल प्रभावी होंगे।

(ललित श्रीवास्तव)

अध्यक्ष एवं मुख्य कार्यपालक अधिकारी

चिव, औद्योगिक विकास अनुभाग-4, 30 प्र० शासन, लखनऊ।

मुख्य वित्त एवं लेखाधिकारी, ताज एक्सप्रेसवे प्राधिकरण।

गार्ड फाईल।

(रामप्रकाश सिंह)

प्रशासनिक अधिकारी





आदेशावली- 4/11/03 दिनांक 28/02/2003



औद्योगिक विकास विभाग,  
उत्तर प्रदेश शासन,  
नया बहादुर शास्त्री भवन, गीता नगर,  
लखनऊ,  
उप-सूचनांक- 105223-22/773-22/773/24  
फैसल- 105223-22/773/24

दिनांक : फरवरी 28, 2003

प्रिय महोदय,

वृहद् परियोजनाओं में निजी निवेश को प्रोत्साहन हेतु विभिन्न कर, शुल्क इत्यादि छूट/आस्थान दिए जाने के सम्बंध में कृपया अपने पत्र दिनांक 17 फरवरी, 2003 का सन्दर्भ ग्रहण करें।

इस सम्बंध में मुझसे यह कहने की अपेक्षा की गई है कि सम्पूर्ण तत्त्वज्ञान शासन द्वारा यह निर्णय लिया गया है कि ताज एक्सप्रेस-वे परियोजना के निम्न प्रथम चरण में होने वाले transaction तथा- शासन/ताज एक्सप्रेस-वे प्राधिकरण से प्राप्त जग प्रकाश इण्डस्ट्रीज लिमिटेड के पक्ष में सड़क एवम् विकास हेतु भूमि के लिये हस्तांतरण की जारी भूमि पर स्वेच-शुल्क से छूट प्रदान की कर दी जाए। मुझसे यह भी कहने का अपेक्षा की गई है कि इन सम्बंध में आप अग्रेष्ठ कार्यवाही तदनुसार सुनिश्चित करें।

Y.C.S.

भवनिष,

वि. व. 2003

प्र. व. मिश्र

श्री ललिता श्रीवास्तव,  
अध्यक्ष एवम् मुख्य कार्यवाहक अधिकारी,  
ताज एक्सप्रेस वे औद्योगिक विकास प्राधिकरण,  
नै 3, रोक्टर- 31  
नोएडा,  
जनपद- गौआम बुद्ध नगर।



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1656

**ताज एक्सप्रेसवे औद्योगिक विकास प्राधिकरण**  
जे-3, सेक्टर-41, नौएडा, जिला-गौतमबुद्ध नगर 30प्र0

टी.ए.ए./30/2003

दिनांक : 28.02.2003

**कार्यालय आदेश**

कार्यालय के कार्यक्षेत्र में ताज एक्सप्रेसवे परियोजना के कार्यान्वयन के अन्तर्गत भूमि हस्तांतरण, एवं सम्पत्तियों के हस्तांतरण, सम्बंधी किए जाने वाले लीज डीड एवं अन्य प्रपत्रों आदि के लु महाप्रबंधक (परियोजना) श्री रवि श्रीवास्तव को अधिकृत किया जाता है।

यह आदेश तत्काल प्रभावी होंगे।

(ललित श्रीवास्तव)

अध्यक्ष एवं मुख्य कार्यपालक अधिकारी

पता, औद्योगिक विकास अनुभाग-4, 30 प्र0 शासन, लखनऊ।

प्र वित्त एवं लेखाधिकारी, ताज एक्सप्रेसवे प्राधिकरण।

फाईल।

1

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3



4



**एक्सप्रेसवे औद्योगिक विकास प्राधिकरण**  
1, सेक्टर-41, नौएडा, जिला-गौतमबुद्ध नगर 30प्र0

003

दिनांक : 28.02.2003

**कार्यालय आदेश**

आर्यहित में ताज एक्सप्रेसवे परियोजना के कार्यान्वयन के अन्तर्गत भूमि हस्तांतरण, उत्तरों के हस्तांतरण, सम्बंधी किए जाने वाले लीज डीड एवं अन्य प्रपत्रों आदि के क्रमः (परियोजना) श्री रवि श्रीवास्तव को अधिकृत किया जाता है।

आदेश तत्काल प्रभावी होंगे।

(ललित श्रीवास्तव)  
अध्यक्ष एवं मुख्य कार्यपालक अधिकारी

औद्योगिक विकास अनुभाग-4, 30 प्र0 शासन, लखनऊ।  
स्वा. लेखाधिकारी, ताज एक्सप्रेसवे प्राधिकरण।

(रामप्रकाश सिंह)  
प्रशासनिक अधिकारी





7  
1957

1957

1957



✓ x क्रमिक 102 दिनांक 26 FEB -

2003 उपरि 10000 अप्रकाश इन्डस्ट्रीज लिमिटेड दिल्ली को M.P.S. Rang है।

नई दिल्ली में शाखा लघु व्यवसाय विकास निदेशिका नं. 3) कुल लघु व्यवसाय 10000

एंड्रॉयडरी को 2-जिल्द 373 के हल 39/72

नं. 1656 व नुसल नं. 1655 पर

आज दिनांक 28-2-2003 को एंड्रॉयडरी को

नई दिल्ली को A.K. Yadav ER है।

✓ x नं. . ता 28-2-2003

5000 अप्रकाश इन्डस्ट्रीज लिमिटेड

को Om Kumar है, उक्त कुल

लघु व्यवसाय विकास निदेशिका नं. 68 नई दिल्ली

नई दिल्ली (एनपी) नं. 10000 एंड्रॉयडरी

को 2-जिल्द 373 के हल 39/72 नै नुसल

नं. 1655 नुसल आगत नं. 1656

पर आज दिनांक 28-2-2003 को

एंड्रॉयडरी को नई दिल्ली को A.K. Yadav ER

नई दिल्ली

नकल करती-

नकल करती-

न, प्रशासिका

नं. 20

Controlled by  
Examinee

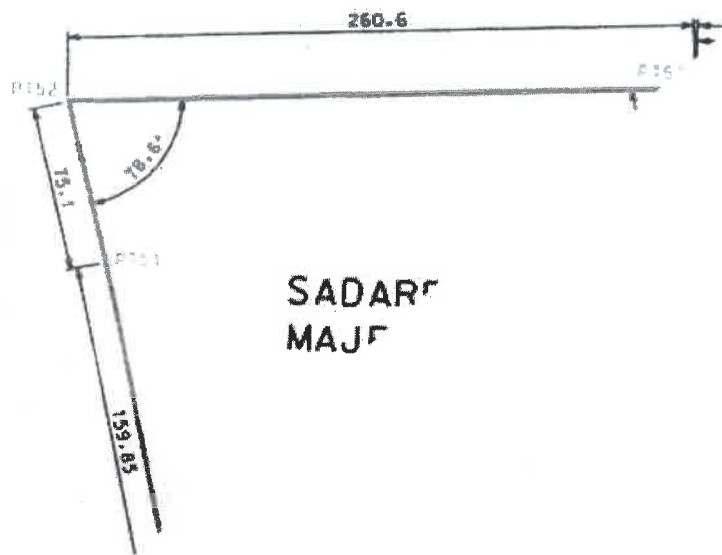
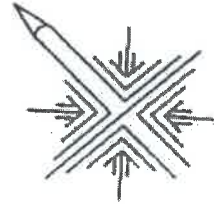
Noto Copy Attested

Sub Registrar  
Noida-11

12/11/2024



N



SADARPUR  
UNION QUARTAWADDIO





बुक नं. 1 जिल्द नं. 373 के पृष्ठ 39 व. नं. 1656 जम्मा 1657  
आज दिनांक 28/2/2003 ई० को रजिस्ट्री की गई।

सब रजिस्ट्रार मुंबई

2





INDIA NON JUDICIAL



IN-UP57000348450479W

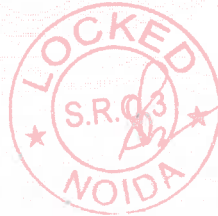
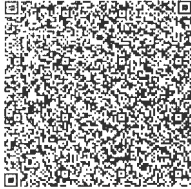
## Government of Uttar Pradesh

e-Stamp

Signature.....

CC Name: KIRAN P. SINGH, ACC Code: UP14003904  
CC Add: Sub-Registrar Noida, Mob: 9310811293  
License No.: 60/99, Noida Distt. G.B. Nagar, UP

Certificate No. : IN-UP57000348450479W  
Certificate Issued Date : 12-Nov-2024 10:56 AM  
Account Reference : NEWIMPACC (SV)/ up14003904/ NOIDA/ UP-GBN  
Unique Doc. Reference : SUBIN-UPUP1400390410817867109523W  
Purchased by : DEVESH SAXENA ADVOCATE  
Description of Document : Article 24 Copy or Extract  
Property Description : Not Applicable  
Consideration Price (Rs.) :  
First Party : DEVESH SAXENA ADVOCATE  
Second Party : Not Applicable  
Stamp Duty Paid By : DEVESH SAXENA ADVOCATE  
Stamp Duty Amount(Rs.) : 10  
(Ten only)



Please write or type below this line

भारत सरकार के अधिनियम 100 (अनुच्छेद 100) के तहत जारी किया गया है।

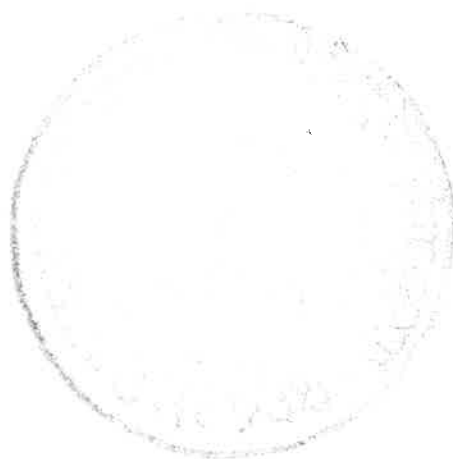
शुभ,

\_\_\_\_\_

SUB REGISTRAR  
NOIDA-III

## Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



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96

जीय गैर न्यायिक



ये



Rs. 100

ONE

HUNDRED RUPEES



भारत IND  
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सत्यमेव जयते

उत्तर प्रदेश UTTAR PRADESH

H 170832

Stamp Duty payable on this instrument is exempted vide Finance Dept. Notification No. M.599 / X-501 dated 25<sup>th</sup> March 1942, issued by Government of Uttar Pradesh.

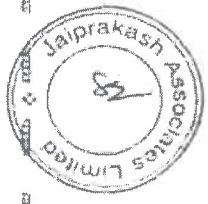
DEED OF ASSIGNMENT OF LEASE

THIS DEED OF ASSIGNMENT OF LEASE is made on this 27<sup>th</sup> day of NOVEMBER 2007 by and between:

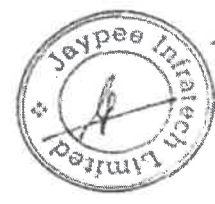
JAIPRAKASH ASSOCIATES LIMITED, a company incorporated under the Companies Act, 1956 (bearing Company Identification Number L14106 UP 1995 PLC 19017 dated November 15, 1995) and having its registered office at Sector 128, Noida-201 304, Uttar Pradesh and Head Office at JA House, 63 Basant Lok, Vasant Vihar, New Delhi-110 057 (hereinafter referred to as the "Assignor" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of the First Part;

AND

JAYPEE INFRATECH LIMITED, a company incorporated under the Companies Act, 1956 (bearing Company Identification Number U45203UP2007PLC033119 dated April 5, 2007) and having its registered office at Sector 128, Noida - 201304, Distt.



Compared by  
Examiner



कम समय 34-2-2006 को दिनि 8 July

स्टाम्प के लिए

स्टाम्प के लिए Jaypee Infra tech LTD. Sector 29B, Shalimar, New

स्टाम्प की

पंकज शर्मा

हा. नं. - 111

सं. 111

*[Handwritten signature]*

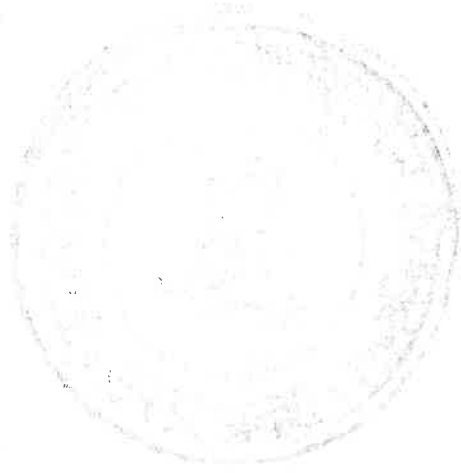


*[Handwritten signature]* *[Handwritten word: Stamp]*

S. K. Sharma

*[Handwritten signature]*

*[Handwritten signature]*





Gautam Budh Nagar (U.P) (hereinafter referred to as the "Assignee" which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors and assigns) of the Second Part;

WHEREAS

- A. By Concession Agreement dated February 7, 2003 (the "Concession Agreement") entered into between TAJ EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY, a statutory body constituted under the U.P. Industrial Development Act, 1976 and having its principal office at A-1, First Floor, Commercial Complex, F- Block, Sector Beta-2, Greater Noida, District Gautam Budh Nagar-201 301, Uttar Pradesh, India (hereinafter referred to as "TEA") and Jaiprakash Industries Limited, TEA granted concession to Jaiprakash Industries Limited to develop, design, engineer, finance, procure, construct, manage, operate and maintain the Taj Expressway including collection and retention of toll fee, comprising 160 KMs long six-lane access controlled expressway with provision for expansion to eight-lane in future, with service roads and associated structures as per requirements and management of land for development (collectively the "Taj Expressway Project") on build, own, operate and transfer basis;
- B. By a Scheme of Amalgamation approved by the Honourable High Court of Judicature at Allahabad by order dated March 10, 2004 passed under section 394 of the Companies Act, 1956 in Company Petition No. 26 of 2003, Jaiprakash Industries Limited stands amalgamated and merged with Jaypee Cement Limited with effect from the Appointed Date, that is April 1, 2002;
- C. Pursuant to Special Resolution passed by Jaypee Cement Limited on March 29, 2003 under section 21 of the Companies Act, 1956 and approval of the Central Government accorded by letter dated March 11, 2004, name of Jaypee Cement Limited was changed to Jaiprakash Associates Limited with effect from March 11, 2004, as evidenced by Fresh Certificate of Incorporation dated March 11, 2004 issued by the Registrar of Companies, Kanpur;
- D. The Concession Agreement, by Article 18.1 thereof, provides for transfer of all rights and obligations of the Concessionaire to a Special Purpose Vehicle in case it is considered necessary by the Concessionaire and the TEA to do so, without additional cost to the Concessionaire or the Special Purpose Vehicle and provides for execution of documents as may be required amongst the Concessionaire, TEA and the Special Purpose Vehicle;
- E. TEA has, vide its letter dated November 6, 2006 and February 15, 2007 required the Concessionaire, being the Assignor herein to incorporate a Special Purpose Vehicle.

प्रदर्शक का अंतरण

100.00

100.00

20

120.00

1,000

फीम गतिमदी नकल व प्रति शुल्क घोष प्रदत्त लगभग

प्रतिफल

श्री/श्रीमती J.A.L जेओ सीओ तिवारी प्रतिनिधि J.A.L सुनील कुमार शर्मा  
पुत्र/पत्नी श्री स्वो सीओ सीओ तिवारी  
पेशा नौकरी  
निवासी ग्राफी सेक्टर-128, नोएडा  
अस्थापी पता  
ने यह लेखपत्र डग कार्यालय दिनांक 27/11/2007 समय 2:39PM  
यह निश्चयन हेतु किया।



प्रदीप राणा

उप-निबंधक तृतीय  
नौएडा

27/11/2007

निष्पादन लेखपत्र वाद गुनने व यमशने मजमून व प्राप्त धनगति व पलेगानसा उक्त

आवरण कता

श्री/श्रीमती J.A.L जेओ सीओ तिवारी  
प्रतिनिधि श्री J.A.L सुनील कुमार शर्मा  
पुत्र/पत्नी श्री स्वो सीओ सीओ तिवारी  
पेशा नौकरी

अतरीति

श्री/श्रीमती J.L.L प्रमोद कुमार अग्रवाल  
प्रतिनिधि श्री J.L.L समीर गौर  
पुत्र/पत्नी श्री स्वो आरओ पीओ अग्रवाल  
पेशा नौकरी  
निवासी ए-1/8, प्रथम तल, पंचशिल इन्कलेय दिल्ली



ने निष्पादन स्वीकार किया।

निर्देशक पदस्थ श्री अतुल कुमार

पुत्र श्री एडवोकेट

पेशा वकालत

निवासी सी-28, सेओ-सी-3, सेक्टर नोएडा

व श्री अशोक खेरा

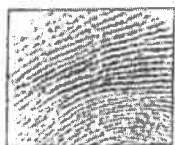
पुत्र श्री पुत्र: ओ पीओ खेरा

पेशा नौकरी

निवासी 125, सेओ-14, फरीदाबाद

ने की।

पन्नास: भट गौशियों के निधान अगुटे नियमानुसार लिये गये है।



प्रदीप राणा

उप-निबंधक तृतीय  
नौएडा

27/11/2007

- G. The Assignor holds and owns 100 percent of the legal and beneficial ownership of the issued, subscribed and paid up share capital of the Assignee.
- H. By Letter No. 3558/77-4-07-411 N/07 dated 16<sup>th</sup> October, 2007, issued by the Industrial Development Division - 4, Government of Uttar Pradesh (annexed herewith as Schedule 'A'), it has been clarified that the remission from stamp duty granted by Finance Dept. Notification No. M.599 / X-501 dated 25<sup>th</sup> March 1942, is available to the instruments executed in relation to the transfer of Taj Expressway Project to the S.P.V, provided a Certificate is obtained by the parties to the instrument from Registrar, Joint Stock Companies, Uttar Pradesh.
- I. The Assignor and the Assignee fulfill the conditions specified in the said Notification and the letter referred to in Recital H above, as evidenced by the Certificate No. ROC/Misc./20-033119/1465 dated 29.10.2007, issued by the Registrar Of Companies, Uttar Pradesh & Uttranchal, Kanpur (annexed herewith as Schedule 'B').
- J. By Assignment Agreement dated 19<sup>th</sup> October 2007 for the assignment of Concession Agreement (the "Assignment Agreement") executed by and amongst the Assignor, the Assignee and TEA, the parties thereto have agreed to the assignment of the Concession Agreement to the Assignee and TEA has consented and approved the assignment of the Concession Agreement to the Assignee and has accepted the Assignee as the Concessionaire in place of the Assignor;
- K. By a Project Transfer Agreement dated 22<sup>nd</sup> October 2007 (the "Project Transfer Agreement") entered into between the Assignor and the Assignee, the Assignor has agreed to transfer all the assets, rights and privileges and all the liabilities, obligations and duties relating to the Taj Expressway Project to the Assignee and the Assignee has agreed to accept and assume such transfer;
- L. In terms of the said Concession Agreement, TEA agreed *inter alia* to grant to the Assignor land on leasehold basis for commercial, amusement, industrial, institutional and residential development along the Taj Expressway Project;
- M. In pursuance thereof, TEA granted on lease land admeasuring 477.789 acres situated at Noida, by registered lease deeds (the "Lease Deeds"), more particularly described in Schedule C hereto (the "Demised Land") and delivered possession of the Demised Land to the Assignor;
- N. In pursuance of the foregoing, the Assignor has agreed to assign and transfer all the rights, title and interest of the Assignor in and to the said Demised Land to the Assignee and the Assignee



अंतरीति

Registration No. 3510

Year : 2007

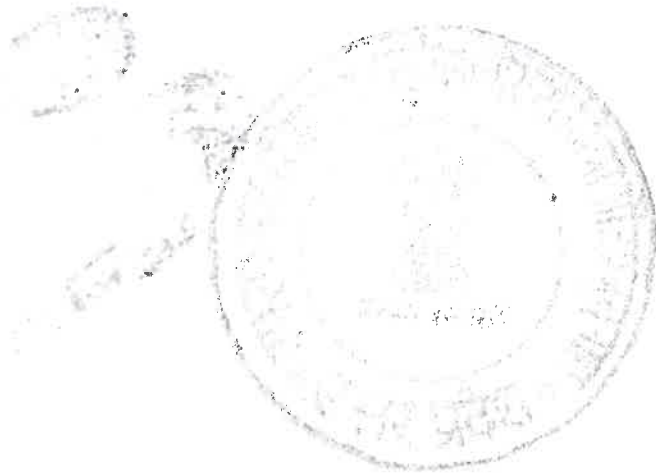
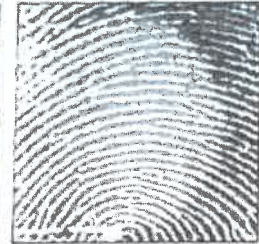
Book No. 1

0201 J.I.L. प्रमोद कुमार अग्रवाल प्रतिनिधि J.I.L. समीर गौर

एनडी अररु पीठ अग्रवाल

ए-1/8, प्रथम तल, पश्चिम इन्फोर्मेटिक्स दिल्ली

नीकरी






execute or cause to be done or executed, all such further and other lawful and reasonable acts, deeds, things, matters and assurances in the law whatsoever for further and more perfectly and absolutely assuring the Demised Land hereby assigned or expressed to be so by and every part thereof unto and to the use of the Assignee for the residue of the said term of the lease and in manner aforesaid as shall or may by reasonably required.

### 3. Assignee's Covenants

The Assignee does hereby covenant with the Assignor that the Assignee will henceforth during the term of the lease pay the rents reserved by the Lease Deed and perform all the covenants by the Lessee and the conditions contained in the said Lease Deed and keep indemnified the Assignor and its estate and effects from and against the payment of the said rent and the observance and performance of the said covenants and conditions and all actions, proceedings, costs, damages, claims, demands and liability whatsoever for or on account of the same or in anywhere relating thereto.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

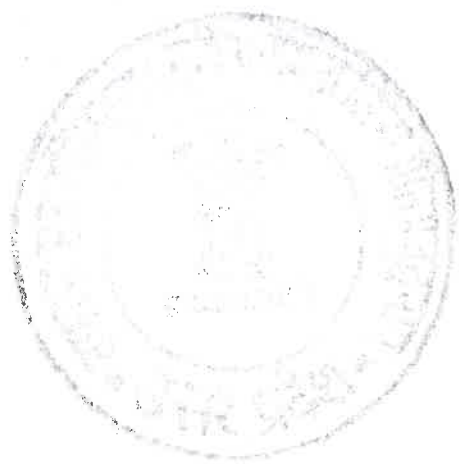
Signed and delivered by within named Assignor, JAIPRAKASH ASSOCIATES LIMITED, by its Executive Vice Chairman, Shri Sunil Kumar Sharma, who has been duly authorized pursuant to resolution passed in the meeting of its Board of Directors held on 11.01.2007, in the presence of the following witnesses.	For JAIPRAKASH ASSOCIATES LIMITED  Executive Vice-Chairman
Signed and delivered by within named Assignee, JAYPEE INFRATECH LIMITED, by its Director Shri Samir Gaur, who has been duly authorized pursuant to resolution passed in the meeting of its Board of Directors held on 21.04.2007, in the presence of the following witnesses.	For Jaypee Infratech Limited  Director 

Witness No.1:

Witness No.2:

(Ashok KHEPDA)  
S/O P. P. KHEPDA  
12/11/14 Forwarded.





7

187

Schedule - 'A'

संख्या: 3558/77-4-07-411 एन./07

प्रेम्त,

काजी एम.ए. मुजतबा,  
अनु सचिव,  
उत्तर प्रदेश शासन।

सेवा में

मुख्य कार्यपालक अधिकारी,  
ताज एक्सप्रेस-वे प्राधिकरण,  
गीतमनुदनगर।

औद्योगिक विकास अनुभाग-4

लखनऊ दिनांक: 16 अक्टूबर, 2007

विषय: ताज एक्सप्रेस-वे परियोजना के कन्वेंशन अनुबंध दिनांक 07.02.2003 के अन्तर्गत स्वस्थ इपूटी के भुगतान से छूट दिये जाने के संबंध में।

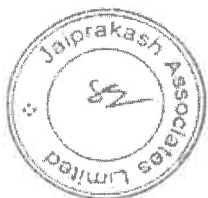
महोदय,

उपरोक्त विषयक अपने पत्र संख्या-टी.ई.ए./2007/1363, दिनांक 07.09.07 का स्तम्भ ग्रहण करने का कष्ट करें, जिसमें उल्लेख किया गया है कि ताज एक्सप्रेस-वे परियोजना को क्रियान्वित करने संबंधी कन्वेंशन अनुबंध की धारा-18.1 में यह प्रावधान किया गया है कि यदि जय प्रकाश एसोसिएट लि० एवं ताज एक्सप्रेस-वे प्राधिकरण यह आवश्यक समझते हैं कि जय प्रकाश एसोसिएट लि० कन्वेंशन अनुबंध के अन्तर्गत अपने अधिकारों एवं कार्यों को एक स्पेशल पर्पज व्हील्ड (एच.पी.वी.) को हस्तांतरित करें तब जय प्रकाश एसोसिएट लि० द्वारा एच.पी.वी. को इन अधिकारों एवं कार्यों के हस्तांतरण में जो अभिलेख निष्पादित किये जायेंगे उन पर तब जय प्रकाश एसोसिएट लि० अथवा एस.पी.वी. को अतिरिक्त कोमत बतल नहीं करनी पड़ेगी।

2. उपरोक्त के संबंध में मुझे यह कहने का निर्देश हुआ है कि अधिसूचना संख्या-एम-599/X-501, दिनांक 25.03.1942 आइटम नम्बर-54 में स्वस्थ इपूटी की देयता के संबंध में निम्न प्रावधान है:-

Instrument evidencing transfer of property between companies limited by shares as defined in the Indian Companies Act, 1913, in a case:-

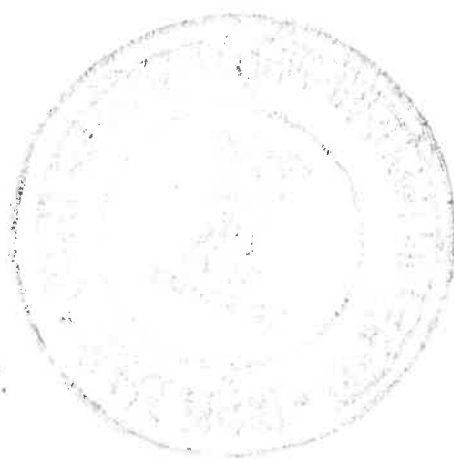
- (i) Where at least 90 percent of the issued share capital of the transferee company is in the beneficial ownership of the transferor company, or



for  
K. S. S. S.

Completed by

K. S. S. S.



- (ii) Where the transfer takes place between a parent company and a subsidiary company, one of which is the beneficial owner of not less than 90 percent of the issued share capital of the other, or
- (iii) Where the transfer takes place between two subsidiary companies, of each of which, not less than 90 percent of the share capital is in the beneficial ownership of a common parent company.

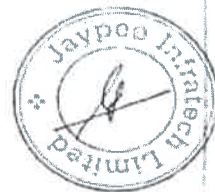
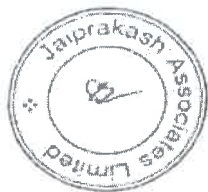
Provided that a certificate is obtained by the parties to the instrument from Registrar Joint Stock Companies, Lower Pradesh, Duly returned.

८. कृपया उपर्युक्त प्रावधानों के अनुसार जब प्रत्येक एसोसिएट लिमिटेड की मूल निष्पादित होने वाले प्रॉप्रेट एग्रीमेंट अनुबंध के तिलेख में साक्ष्य प्रदान करने में आवश्यक कार्यवाही करने का कार्य करें।

प्रसिद्ध

( काली एम ए मुखर्जी )

अनुमोदित



Compared by  
Reader  
Examiner





Schedule - 'B'

191

Phone No 0512-2350688  
0512-2367253  
Fax No 0512-2360656

GOVERNMENT OF INDIA,  
MINISTRY OF COMPANY AFFAIRS,  
O/o. REGISTRAR OF COMPANIES, UP & UTTARAKHAND,  
10/499B, ALLENGANJ,  
KANPUR- 208001

No.ROC/Misc./ 20-033119//465

Dated: 29.10.2007.

TO WHOMSOEVER IT MAY CONCERN

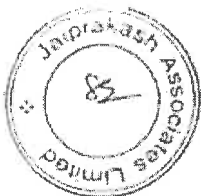
This is to certify that M/s. Jaypee Infratech Limited having its registered office at Sector - 128, Noida - 201304 is a wholly owned subsidiary of M/s. Jaiprakash Associates Limited having its registered office at Sector - 128, Noida 201304 because 100% share capital of M/s. Jaypee Infratech Limited is beneficially held by M/s. Jaiprakash Associates Limited. As per record entire equity capital of M/s. Jaypee Infratech Limited comprising of 50,050,000 equity shares of Rs.10/- each totaling Rs. 50,05,00,000/- is beneficially held by M/s. Jaiprakash Associates Limited.

This certificate is based on affidavit filed by Shri Samir Gaur, Director-in-charge of M/s. Jaypee Infratech Limited and also as per record of this office.

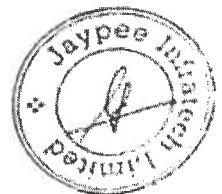
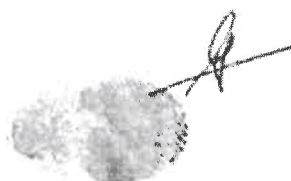
(K.L. KAMBOJ)  
REGISTRAR OF COMPANIES,  
UTTAR PRADESH & UTTARANCHAL,  
KANPUR.

TO,

M/s. Jaypee Infratech Limited  
Sector - 128,  
Noida-201304.



aggr  
Reader  
Completed by  
Examiner

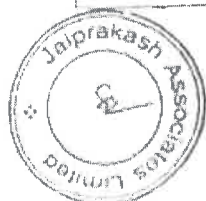




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**Schedule C  
Demised Land**

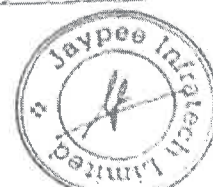
S.No.	Village	Sector	Land Area (in acres)	Particulars of the Lease Deed
1	Sultanpur	128,129 & 130, Noida	21.770	Lease Deed dated 26.7.2003 registered in Book No. 1, Volume 458, Pages 49/74, Serial Number 10197-10196 dated 26.07.2003, at the office of the Sub- Registrar, Tiritiya, Noida.
2	Asgarpur	128,129 & 130, Noida	43.082	Lease Deed dated 03.07.2003 registered in Book No. 1, Volume 453, Pages 421/450, Serial Number 9728-9729 dated 03.07.2003, at the office of the Sub- Registrar, Tiritiya, Noida.
3	Sultanpur	128,129 & 130, Noida	45.206	Lease Deed dated 03.07.2003 registered in Book No.1, Volume 453, Pages 391/420 Serial Number 9726-9725 dated 03.07.2003, at the office of the Sub- Registrar, Tiritiya, Noida
4	Sultanpur	128,129 & 130, Noida	55.765	Lease Deed dated 7.6.2003 registered in Book No.1, Volume 430, Pages 1069/1098, Serial Number 7473-7472 dated 07.06.2003, at the office of the Sub- Registrar, Tiritiya, Noida
5	Asgarpur	128,129 & 130, Noida	57.910	Lease Deed dated 17.04.2003 registered in Book No.1, Volume 414, Pages 41/70, Serial Number 5768-5769 dated 17.04.2003, at the office of the Sub- Registrar, Tiritiya, Noida



Compared by

Reader

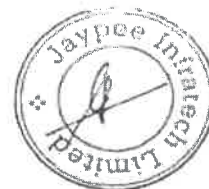
Examiner





195

S.No.	Village	Sector	Land Area (in acres)	Particulars of the Lease Deed
6	Sultanpur	128,129 & 130, Noida	117.656	Lease Deed dated 17.4.2003 registered in Book No.1, Volume 414 ,Pages 1/40, Serial Number 5766-5767 dated 17.04.2003, at the office of the Sub- Registrar, Tritiya,Noida.
7	Sultanpur	128,129 & 130, Noida	136.40	Lease Deed dated 28.2.2003 registered in Book No.1, Volume 373, Pages 39/72, Serial Number 1656-1657 dated 28.02.2003, at the office of the Sub- Registrar, Tritiya,Noida
	Total		477.789	



Ahluwalia  
Acl

Directed By  
Ahluwalia  
Acl

*(Signature)*

(ASHOK KHERA)  
S/O O.P. KHERA  
125/116 Faridkot.



Prepared by  
K. S. S. S.  
K. S. S. S.

आज दिनांक 27/11/2007 को

वही सं 1 जिल्द सं 1145

पृष्ठ सं 177 से 196 पर क्रमांक 3510

रजिस्ट्रीकृत किया गया ।



प्रदीप राणा  
उप-निबंधक तृतीय  
नौएडा  
27/11/2007

Copy of  
Extract

Photo Copy Attested

Sub Registrar  
Noida - III

12/11/2024





INDIA NON JUDICIAL



IN-UP56997734180546W

Government of Uttar Pradesh

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UP56997734180546W

12-Nov-2024 10:55 AM

NEWIMPACC (SV)/ up14003904/ NOIDA/ UP-GBN

SUBIN-UPUP1400390410822163541049W

DEVESH SAXENA ADVOCATE

Article 24 Copy or Extract

Not Applicable

DEVESH SAXENA ADVOCATE

Not Applicable

DEVESH SAXENA ADVOCATE

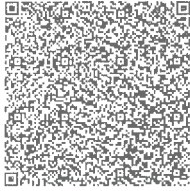
10  
(Ten only)

Signature

ACC Name : KIRAN P. SINGH, ACC Code: UP14003904

ACC Add: Sub-Registrar Noida, Mob. 9810811293

License No.: 60/99, Noida Distt. G.B. Nagar, UP



असल पत्र बचप मगने 40484100/ 301 (विप)

This Stamp Paper Attached

With Certified

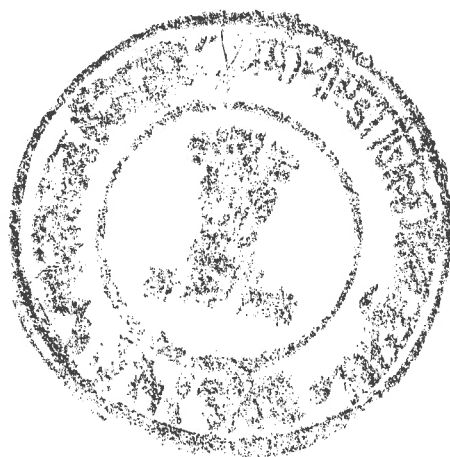
Copy No.- 8570 of 10

कार्यालय उपनिबन्धक नोएडा प्रथम  
नकल संख्या 8570...मग  
...10.11.24...एक किता स्टाम्प पर  
फोटो स्टेट जारी की गईपहला- सत्य प्रतिलिपि  
सुना- उप निबन्ध प्रथम  
नोएडा

## Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy, please inform the Competent Authority.





# भारतीय गैर न्यायिक

पचास  
रुपये

FIFTY  
RUPEES



PRADESH

G 424584

Stamp Duty Paid in Cash Certificate in favour of

In Pursuance of the order of the Collector  
No. Memo. Dated 22-10-08 Passed under  
section 10-A of the Stamp Act. It is certified that  
an amount of Rs. 40,46,900/-  
(In words Rs. Forty Lacs Sixty Nine thousand only)  
has been Paid in Cash as Stamp Duty in Respect  
of this instrument in the State Bank of India/  
Treasury/Sub Treasury of SRINAGAR  
by Chalan No. 04 Dated 25-10-2008  
a Copy of Which is annexed herewith.

Accord Hotels and Resorts Pvt. Ltd.  
A - 15 Second Floor Hauz Khas New Delhi

Date 21/10/08

(Signature)  
Officer-in-Charge  
Treasury  
Gautam Budh Nagar  
21/10/08

For JAYPEE INFRA TECH LIMITED

(Signature)

(Sameer Gaur)  
Director-in-Charge

(Signature)

(Sameer Gaur)  
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

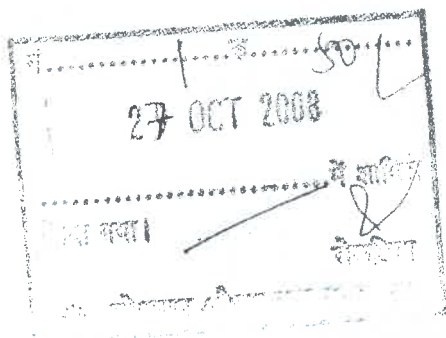
For Accord Hotels & Resorts Pvt. Ltd.

(Signature)

Director/Authorised Signatory

संयोजक

संयोजक



M/s Accord Hotels And Res  
Pvt. Ltd.  
A-15, II<sup>nd</sup> Floor Hazrat Nizam  
N. Delhi



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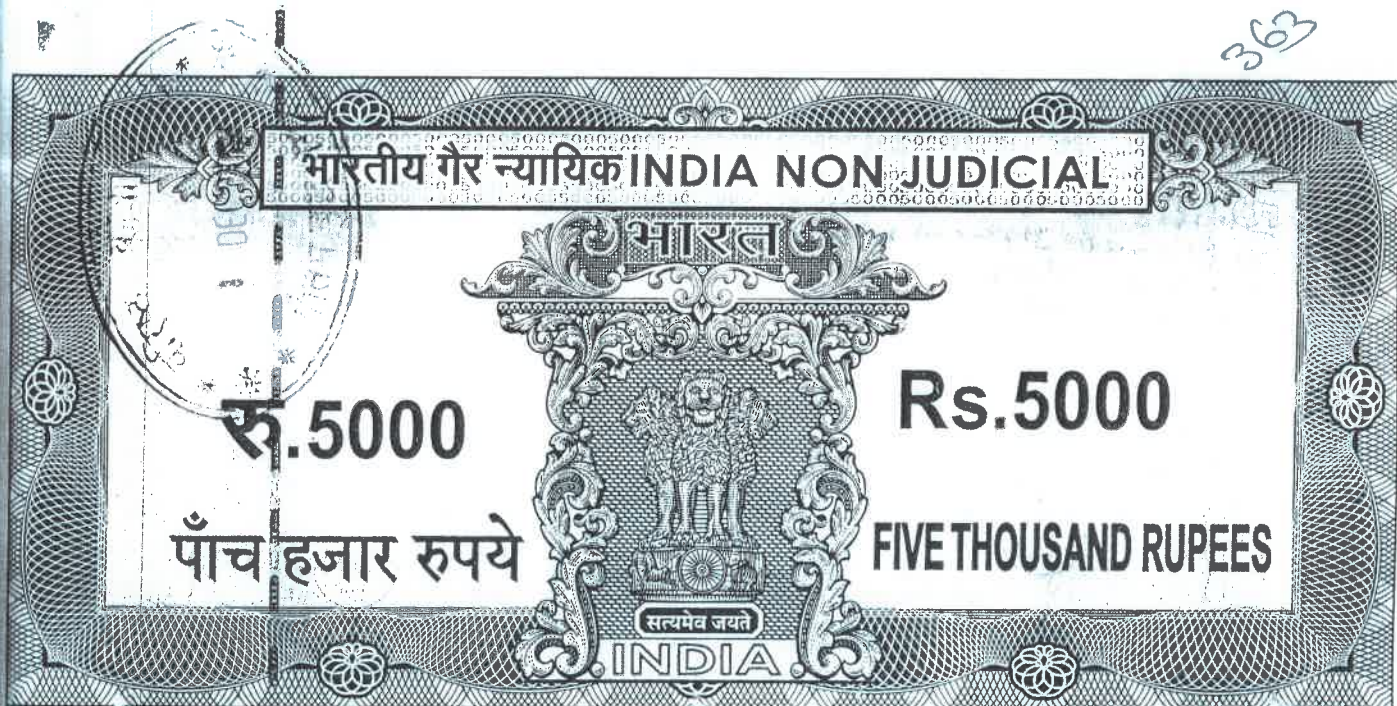


JAYPEE INFRATECH LIMITED

Director-in-Charge

Director-in-Charge





उत्तर प्रदेश UTTAR PRADESH

H 248813

This stamp paper is integral

For Accord Hotels & Resorts Pvt. Ltd.

*Heba Gupta*

For JAYPEE INFRATECH LIMITED

Director/Authorised Signatory

*Sameer Gaur*

(Sameer Gaur)  
Director-in-Charge

सत्यमेव जयते  
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113  
स्टाम्प विक्रय का विवरण  
स्टाम्प क्रय करने का प्रयोजन.  
स्टाम्प क्रय का नाम व पूरा पता  
स्टाम्प की धनराशि. 5000

विजेन्द्र सिंह स्टाम्प विक्रेता

नं० 33 ला० अविधि 31-3-2000  
निबन्धक कार्यालय परिसर, नोएडा

Accord Hotels and Resorts Pvt Ltd.  
A 18 Second floor Hauz Khas  
New del

उप पट्टा विलेख (84 वर्ष, 9 माह)  
40,000,000.00 5,000.00 80 5,080.00 4,000

प्रतिफल मालियत ओसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग  
श्री / श्रीमती मै० Jaypee Infratech Ltd द्वारा समीर गौड़  
पुत्र / पत्नी श्री पुत्र जय प्रकाश गौड़  
पेशा व्यापार  
निवासी स्थायी सैक्टर 128 नोएडा  
अस्थायी पता उक्त  
ने यह लेखपत्र इस कार्यालय दिनांक 2/12/2008 समय 6:14PM  
बजे निबन्धन हेतु पेश किया।



K.K.MISHRA  
उप निबन्धक (प्रथम)  
नोएडा  
2/12/2008

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त

पट्टा दाता श्री/श्रीमती मै० Jaypee Infratech Ltd द्वारा  
समीर गौड़  
पुत्र/पत्नी श्री पुत्र जय प्रकाश गौड़  
पेशा व्यापार  
निवासी सैक्टर 128 नोएडा



पट्टा गृहीता श्री/श्रीमती मै० Accord Hotels and Resorts  
Pvt.Ltd. द्वारा प्रभा गुप्ता  
पुत्र/पत्नी श्री पुत्री स्व० अम्बा प्रसाद  
पेशा व्यापार  
निवासी ए-15, हौज खास, द्वितीय तल, नई दिल्ली-16

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री अशोक खेरा  
पुत्र श्री पुत्र ओ.पी.खेरा  
पेशा नौकरी

निवासी 125, सैक्टर 14 फरीदाबाद  
व श्री रवि सक्सेना  
पुत्र श्री पुत्र राम चन्द्र सक्सेना  
पेशा नौकरी  
निवासी जी-105/56 नोएडा

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अगुटे नियमानुसार लिये गये हैं।

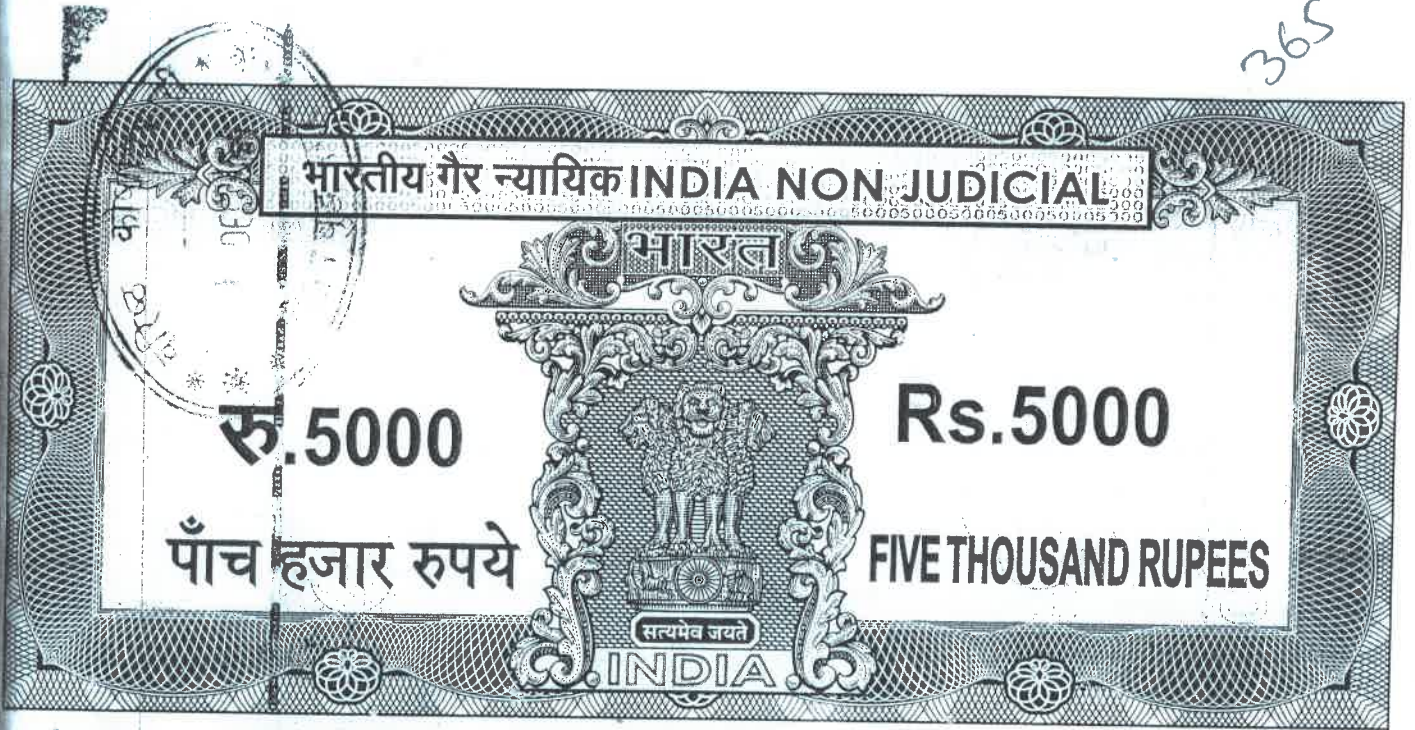


K.K.MISHRA  
उप निबन्धक (प्रथम)  
नोएडा  
2/12/2008

उत्तर 5



365



उत्तर प्रदेश UTTAR PRADESH

H 248815

Entered between Jaypee Infratech Ltd  
and Accord Hotels and Resorts Pvt. Ltd.

For JAYPEE INFRA TECH LIMITED  
*Sameer Gaur*  
(Sameer Gaur)  
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.  
*habha*  
Director/Authorised Signatory



115  
1 DEC 2008  
स्टाम्प केंद्र का प्रयोजन  
स्टाम्प केंद्र का नाम व पूरा पता  
स्टाम्प की बनावट  
बिजेन्द्र सिंह स्टाम्प विक्रेता  
छा० नं० 33 ला० अक्टू 31-3-2008  
एच विजयलक्ष्मी कार्यालय परिचय

पट्टा दाता

Registration No 4059

Year : 2008

Book No. 1

0101 मै0 Jaypee Infratech Ltd द्वारा समीर गौड़

पुत्र जय प्रकाश गौड़

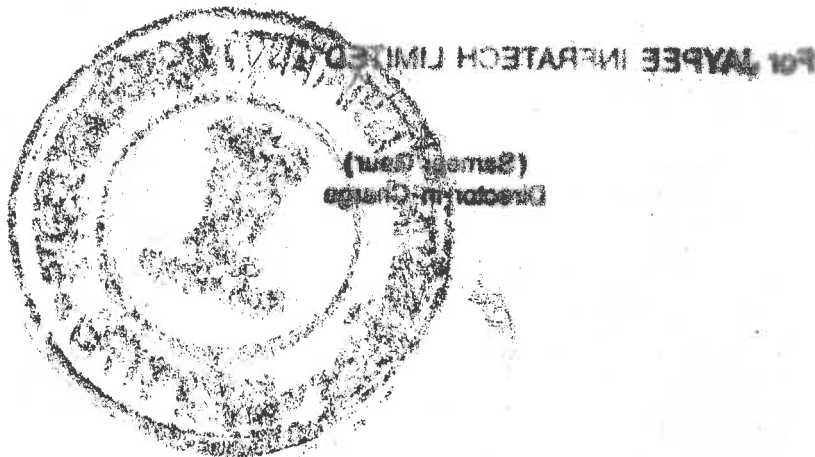
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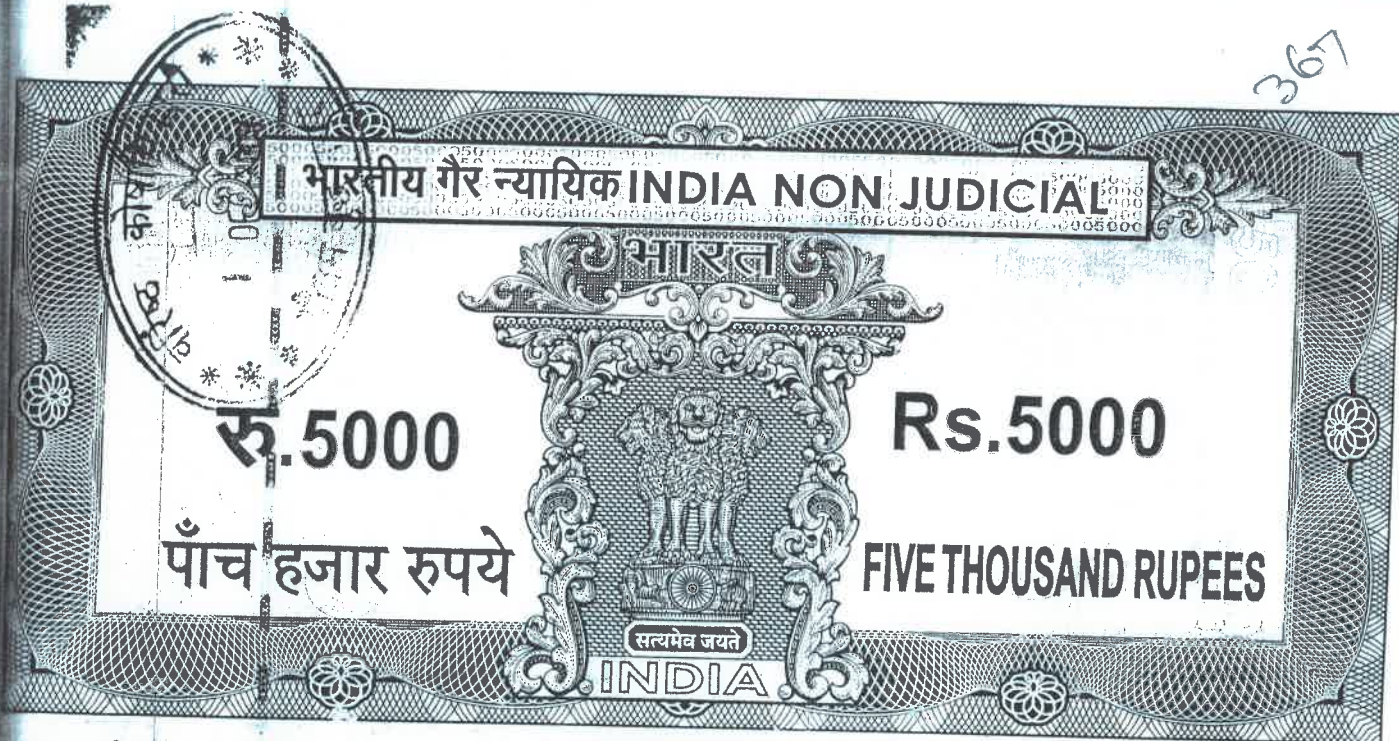


उत्तर प्रदेश





367



उत्तर प्रदेश UTTAR PRADESH

H 248814

part of sub lease deed

For JAYPEE INFRATECH LIMITED

*Gangas*

(Sameer Gaur)  
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

*Proba Gupta*

Director/Authorised Signatory

ॐ नमो भगवते वासुदेवाय

ॐ नमो भगवते वासुदेवाय

ॐ

114  
 नमः 112 स्टाम्प विक्रय का विवरण  
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 स्टाम्प क्रेता का नाम य पूरा पता  
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 विजेन्द्र सिंह स्टाम्प विक्रेता  
 प्लॉ नं० 33 प्लॉ अर्वाधि 31-3-2008  
 नव निबन्धक कार्यालय परिसर, सोनम

पट्टा गृहीता

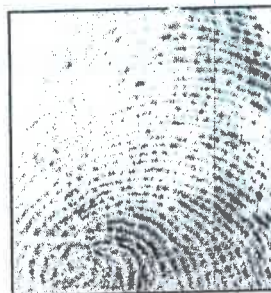
Registration No. 4059

Year : 2008

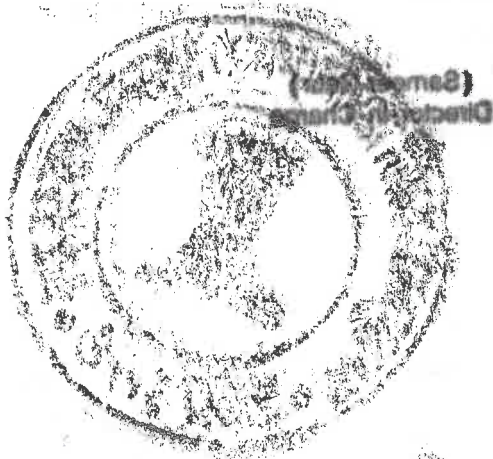
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0201 मै0 Accord Hotels and Resorts Pvt.Ltd. द्वारा प्रभा गुप  
 पुत्री स्व0 अम्बा प्रसाद  
 ए-15, हौज खास, द्वितीय तल, नई दिल्ली-16  
 व्यापार

*Prabha Gupta*



FOR JAYPEE INFRA TECH LIMITED



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INDIA NON JUDICIAL

SUB-LEASE DEED

राज्य उत्तर प्रदेश

THIS SUB-LEASE is made on this 2nd day of December 2008 between G 424585

**Jaypee Infratech Limited (JIL)**, a company incorporated under the Companies Act, 1956 and having its Registered Office at Sector -128, Noida, U.P., India (hereinafter referred to as the " **Sub-Lessor** " which expression shall, unless repugnant to the context, mean and include its successors and assigns), acting through its authorized signatory Shri Sameer Gaur who is duly empowered and competent to execute and bind the **Sub-Lessor** under this **SUB-LEASE DEED**.


AND


**Accord Hotels and Resorts Private Ltd. (AHR)**, a company incorporated under the Companies Act, 1956 and having its Registered Office at A -15, Hauz Khas, 2nd Floor, New Delhi - 110016 (hereinafter referred to as the " **Sub-Lessee** " which expression shall, unless repugnant to the context, mean and include its successors and assigns), acting through its authorized signatory Ms. Prabha Gupta, who is duly empowered and competent to execute and bind the **Sub-Lessee** under this **SUB-LEASE DEED**.

For Accord Hotels & Resorts Pvt. Ltd.

FOR JAYPEE INFRATECH LIMITED

FOR JAYPEE INFRATECH LIMITED

  
(Sameer Gaur)  
Director-in-Charge

  
(Sameer Gaur)  
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.  
Director/Authorised Signatory

Director/Authorised Signatory

2 50 L

27

बिना गवा।

\* कोषागार/पैसा

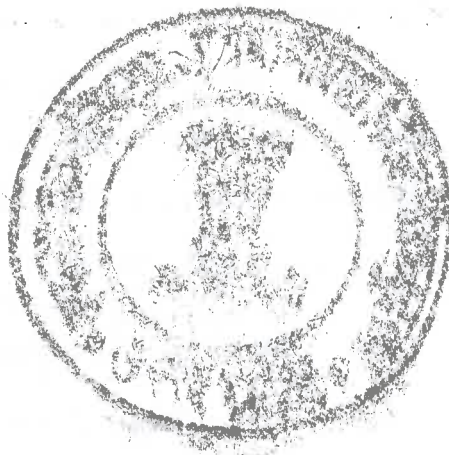
M/s Accord Hotels And Resort

Pr. Ltd.

A-15 II<sup>nd</sup> Floor Hazrat Nizamuddin

N. Delhi

WH



INFRATECH LIMITED

(General Manager)  
Director-in-Charge

INF PEE



371

WHEREAS

A. The Government of Uttar Pradesh had set up **Taj Expressway Industrial Development Authority** [subsequently renamed as **Yamuna Expressway Industrial Development Authority (YEA)** ], a statutory body constituted under U.P. Industrial Area Development Act, 1976 and having its principal office at A-1, First Floor, Commercial Complex, F-Block, Sector Beta – 2, Greater Noida, Distt Gautam Budh Nagar, U.P., India, for anchoring development of Taj Expressway Project [ **subsequently renamed as Yamuna Expressway Project** ] which, inter alia, includes construction of six lane, 160 Km long Super Expressway with service roads and associated facilities connecting Noida and Agra, passing through a virgin area along the River Yamuna (hereinafter collectively referred to as the "Expressway")

B. i) **YEA** entered into a **Concession Agreement** dated 7<sup>th</sup> February, 2003 with the Jaiprakash Industries Limited (hereinafter referred to as the "**Concession Agreement**") where under the **YEA** granted to the **Sub- Lessor** the concession for, inter alia, preparation of a Techno Economic Feasibility Report and Detailed Project Report, arrangement of finances and design, engineering, construction and operation of the said Expressway.

ii) By a Scheme of Amalgamation approved by the Hon 'ble High Court of judicature at Allahabad by order dated March 10, 2004 passed under Section 394 of the Companies Act, 1956 in Company Petition No. 26 of 2003, Jaiprakash Industries Limited was amalgamated and merged with Jaypee Cement Limited with effect from April 1, 2002.

JAYPEE INFRATECH LIMITED

For JAYPEE INFRATECH LIMITED

*Sangeer*  
(Sangeer Gaur)  
Director-in-Charge

(Sangeer Gaur)  
Director in Ch

2 For Accord Hotels & Resorts Pvt. Ltd.

For Accord Hotels & Resorts Pvt. Ltd.

Director/Authorised Signatory

*Heba Gupta*  
*Heba Gupta*





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- iii) Pursuant to Special Resolution passed by Jaypee Cement Limited on March 29, 2003 under section 21 of the Companies Act, 1956 and approval of the Central Government accorded by letter dated March 11, 2004, name of Jaypee Cement Ltd. was changed to Jaiprakash Associates Ltd. (**JAL**) with effect from March 11, 2004, as evidenced by Fresh Certificate of Incorporation dated March 11, 2004 issued by the Registrar of Companies, Kanpur.
- iv) That as per directions of **YEA**, **JAL** incorporated a SPV by the name Jaypee Infratech Limited (**JIL**) and has assigned and transferred the **Yamuna Expressway Project** to **JIL** vide agreements dated 19<sup>th</sup> October 2007 and 22<sup>nd</sup> October 2007 respectively.
- v) That as a result of the said assignment and transfer, **JIL** has stepped into the shoes of **JAL** as a Concessionaire under the said **Concession Agreement (The Concessionaire)** and has assumed all the rights and obligations of the **JAL** under the **Concession Agreement**.

C. **YEA** as Lessor (hereinafter referred to as the "**Principal Lessor**") in part discharge of its obligation under the **Concession Agreement** for inter alia , transfer of **Land for Development**, executed a lease deed in favour of the **Concessionaire**, duly registered with the competent authority, in respect of land admeasuring about 136.400 acres (hereinafter referred to as the "**Land**") situated in sector 128, Noida more particularly described in **Schedule - 1**, annexed hereto.

For Accord Hotels & Resorts Pvt. Ltd.

JAYPEE INFRATECH LIMITED

3

*Sameer Gaur*  
 (Sameer Gaur)  
 Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.  
 Director/Authorised Signatory

*Prabha Gupta*  
 (Prabha Gupta)  
 Director/Authorised Signatory

✓



375

D. The possession of the Land had been delivered to the **Sub-Lessor** by the **Principal Lessor**, out of which 23.4780 acres of land was surrendered by the **Sub-Lessor** to the **Principal Lessor**, (hereinafter referred to as the "**Surrendered Land**"), duly registered with the competent authority, and accordingly only 112.9220 acres of the balance land (hereinafter referred to as the "**Demised Land**") is now in the possession of the **Sub-Lessor**.

E. At the request of **Sub-Lessee**, **Sub-Lessor** has agreed to Sub-lease to the **Sub-lessee** a part of the **Demised Land** admeasuring 10 acres of land situated in Sector 128, Noida, Distt. Gautam Budh Nagar (U.P) delineated in Green color, (hereinafter referred to as the "**Subject Land**"), in **Schedule - 1** and covered by and leased to the **Sub-Lessor** by the **Principal Lessor (YEA)** under the **Lease Deed** dated 28.02.2003 registered in Book No.1, Volume No. 373, Pages 39-72, Serial number 1656/1657, dated 28.02.2003; Deed of Assignment dated 27.11.2007 registered in Book No. 1, Volume No. 1145, Pages 177-196, Serial number 3510, dated 27.11.2007 and Surrender Deed dated 19.12.2007 registered in Book No. 1, Volume No. 1165, Pages 395-414, Serial number 3718, dated 20.12.2007, at the office of the Sub Registrar III, Noida (hereinafter collectively referred to as the "**Principal Lease Deed**") together with all and singular liberties, privileges, rights, easements, appurtenances, obligations and liabilities of the **Sub-Lessor** in respect thereof under the **Principal Lease Deed** for the purposes of development and subsequent transfer thereof to third parties for the unexpired period of the **Principal Lease Deed** and renewals, if any, thereof subject to and on the terms and conditions including limitations as expressly set forth hereinafter.

For Accord Hotels & Resorts Pvt. Ltd.

EE INFRATECH LIMITED

For JAYPEE INFRATECH LIMITED

*Samir Gaur*  
(Sameer Gaur)  
Director-in-Charge

(Sameer Gaur)  
Director-in-Charge

4

Director/Authorised Signatory  
For Accord Hotels & Resorts Pvt. Ltd.

Director/Authorised Signatory



30/57

F. With the **Sub-Lessee** and the **Sub-Lessor** having mutually agreed to the terms and conditions of this **SUB-LEASE DEED** in relation to the **Subject Land**, it is deemed necessary and expedient to record the terms of the **Sub-Lease** hereby granted in favour of the **Sub-Lessee**.

NOW, THEREFORE, THIS **SUB-LEASE DEED** WITNESSETH AS FOLLOWS:

1. In consideration of the premium of Rs. 14,00,00,000/- (Rupees Fourteen Crores Only), the receipt of which the **Sub-Lessor** hereby acknowledges, and of the sub-lease rent payable to the **Principal Lessor** hereinafter reserved and of the covenants and conditions on the part of the **Sub-Lessee** hereinafter contained, the **Sub-Lessor** hereby demises and assigns and transfers unto the **Sub-Lessee** all that the plot of land delineated in Green color on the Land plan, annexed herewith as **SCHEDULE-1** and containing by admeasurement a total area of 10 (ten) acres (approx 40468.56 sq. mtrs.) together with all rights, title, interest, privileges, easements and obligations thereto of the **Sub-Lessor** in respect of or relating to the **Subject Land** under and as set forth in the **Principal Lease Deed** subject to and on the terms and conditions including limitations contained hereinafter, to hold the same unto the **Sub-Lessee** for the unexpired term of the principal lease under the **Principal Lease Deed** (hereinafter referred to as the "**Term**")
2. The **Sub-Lessor** covenants and warrants that:
  - a The **Principal Lease Deed** is subsisting and has not been terminated by the **Principal Lessor** and the **Sub-Lessor** has thereunder full right and authority to grant the sub-lease of the **Subject Land** to the **Sub-Lessee** and upon the **Sub-Lessee**/its transferees/sub-lessees/licensees and their transferees/sub-lessees/licensees/tenants paying to the **Principal Lessor** the

JAYPEE INFRATECH LIMITED

For JAYPEE INFRATECH LIMITED

*Sameer Gaur*

(Sameer Gaur)

Director-in-Charge

*Sameer Gaur*  
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

5

For Accord Hotels & Resorts Pvt. Ltd.

Director/Authorised Signatory

Director/Authorised Signatory





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Lease Rent hereby reserved and observing and performing the covenants and obligations herein contained, the **Sub-Lessee** / its transferees / sub-lessees / licensees and their transferees/sub-lessees/licensees/ tenants shall as provided in the **Principal Lease Deed** peaceably and quietly hold, possess and enjoy and have and be entitled to the rights which the **Sub-Lessor** has or may have under the **Principal Lease Deed** in relation to the **Subject Land** subject to and on the terms and conditions including limitations contained in this **SUB-LEASE DEED**.

- b The **Sub-Lessor** has not created any encumbrances, mortgages, charges, pledges, lien, hypothecation, security, interest, assignment, privilege or priority of any kind having the effect of security or other such obligations (collectively the "**Encumbrances**") and has no prior subsisting agreement to sub-lease, transfer or license in any manner the whole or any part of the **Subject Land**
- c The **Sub Lessor** has submitted to New Okhla Industrial Development Authority (**NOIDA**) for its approval the land use plan and the layout plan for 1162 acres of land including the **Subject Land** vide Letter No. JIL/YEP-LD on 27<sup>th</sup> October 2008. The approval of **NOIDA** for said plans is awaited and the said plans may be revised by the **Sub Lessor**, as considered appropriate or necessary. The plans as shall be approved by **NOIDA** shall hereinafter referred to as the "**Approved Plans**"

3. The **Sub-Lessee** hereby covenants with and warrants to the **Sub-Lessor** as follows:

- a. The **Sub-Lessee** shall observe and comply with the terms, reservations, covenants and conditions set forth in the **Principal**

JAYPEE INFRA TECH LIMITED  
For JAYPEE INFRA TECH LIMITED

*Samgas*  
(Sameer Gaur)  
Director-in-Charge

*Samgas*  
(Sameer Gaur)  
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

For Accord Hotels & Resorts Pvt. Ltd.

Director/Authorised Signatory

Director/Authorised Signatory



**Lease Deed** and required to be observed and complied with by the **Sub-Lessor** as lessee under the said **Principal Lease Deed** to the extent and in relation to the **Subject Land** as set forth therein save and except as may otherwise be expressly provided in this **SUB-LEASE DEED**.

- b. The **Sub-Lessee** shall use the **Subject Land** for the purposes of construction and development of a project as may be permitted under the **Approved Plans** and other applicable regulations of the concerned authority(s) and for no other purpose whatsoever.
- c. The **Sub-Lessee** shall follow and comply with all applicable laws, rules, regulations, orders, directions, etc, of the concerned authorities as applicable to the **Subject Land** including its usage and FAR within the limits as may be described in the **Approved Plans**.
- d. Each further sub-lease and/or transfer shall after the execution thereof be notified by the **Sub-Lessee** and its sub-lessees/transferees/sub-licensees to the **Principal Lessor** and till such time such notification is done, the **Sub-Lessee** along with its transferees/sub-lessees/sub-licensees shall remain jointly and severally liable to the **Principal Lessor** for payment of the Lease Rent in respect of the **Subject Land** and shall indemnify and keep indemnified and saved harmless at all times the **Sub-Lessor** against the same.
- e. The **Sub-Lessor** has been allowed to achieve 150 FAR on the **Land** by the **Principal Lessor** subject to local bye-laws and other statutory provisions and accordingly the entitlement of the **Sub-Lessee** to achieve 150 FAR on the **Subject Land** is subject to local bye-laws or other statutory provisions and if on account thereof it is not possible

JAYPEE INFRATECH LIMITED

For JAYPEE INFRATECH LIMITED

*Sangeet*  
(Sameer Gaur)  
Director-in-Charge  
*Sangeet*  
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

For Accord Hotels & Resorts Pvt. Ltd.

*Rabna Gupta*  
*Rabna Gupta*  
Director/Authorised Signatory



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for the **Sub-Lessee** to achieve the said FAR on the **Subject Land** then notwithstanding anything to the contrary contained in the **Principal Lease Deed**, the right of the **Sub-Lessee** / its sub-lessees/transferees / sub-licensees in respect of permissible FAR on the **Subject Land** shall be limited to the total FAR permitted to the **Sub-Lessee** on the **Subject Land** under local bye-laws and other applicable statutory provisions and the **Sub-Lessor** shall not be liable to the **Sub-Lessee** / its sub-lessees/transferees/sub-licensees or to any person claiming through or under any of them for the same in any manner whatsoever and neither the **Sub-Lessee** nor its sub-lessees/transferees/sub-licensees or any person claiming through or under any of them shall have any right to claim any compensation/benefit from the **Sub-Lessor** on that account hereunder or under the **Principal Lease Deed / Concession Agreement**.

- f. The **Sub-Lessee** and its sub-lessees/transferees/sub-licensees and their/its tenants/licensees etc. shall pay and discharge all rates, taxes, charges and assessment of every description already levied or which may hereafter in future be levied by the **Principal Lessor** or any local or other authority/ Central or State Govt. in respect of the **Subject Land** or part thereof or the buildings and other structures to be erected thereupon or thereabouts by the **Sub-Lessee** / its sub-lessees and their/its transferees/tenants/licensees etc and the **Sub-Lessor** shall not be liable in any manner for the same and the **Sub-Lessee** / its transferees / sub-lessees/licensees and their transferees/sub-lessees/licensees/tenants shall indemnify and keep indemnified and saved harmless the **Sub-Lessor** against any liability that may arise on account thereof at all times.

- g. The **Sub-Lessee** / its sub-lessees/ transferees/licensees and its/their sub lessees/ transferees/tenants/licensees shall follow, obey,

JAYPEE INFRATECH LIMITED

For JAYPEE INFRATECH LIMITED

*Sameer Gaur*  
(Sameer Gaur)  
Director-in-Charge  
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

Director/Authorised Signatory

For Accord Hotels & Resorts Pvt. Ltd.

Director/Authorised Signatory





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observe and comply with all applicable laws, rules, bye-laws and other regulations and directions of the **Principal Lessor**, the local municipal or other authority now existing or which may hereafter exist in so far as the same relate to the immovable property in the area where the **Subject Land** or any part or parts thereof are/is situated and so far as they affect the health, safety and convenience of other inhabitants of the place and shall indemnify and keep indemnified and saved harmless the **Sub-Lessor** against any liability that may arise on account thereof at all times.

- h. The **Sub-Lessee** shall bear the entire legal expenses for and in relation to execution of this **SUB-LEASE DEED** including the stamp duty and registration charges.
- i. The **Sub-Lessee** / its sub-lessees / transferees and its/their tenants/licensees / transferees etc. shall pay to the **Principal Lessor (YEA)**, rent of the **Subject Land** for the entire period of the sub-lease at the rate of Rs. 100.00 (Rupees One Hundred) per hectare per year or at any other rate so fixed by the **Principal Lessor** or any other competent authority (the "**Lease Rent**"), pro-rata for the portion of the **Subject Land** held by the **Sub-Lessee** / its sub-lessees /transferees and its/their tenants/licensees/transferees etc. The said Lease Rent shall be paid in advance without the **Principal Lessor (YEA)** or the **Sub-Lessor** being required to issue any demand notice, therefor, to the **Sub-Lessee**/ its sub-lessees/ transferees/ tenants /licensees and their sub-lessees/transferees/tenants/ licensees.
- j. The **Principal Lessor (YEA)** has full rights and title to all mines and minerals, coals, gold washing, earth oils and quarries in and under the **Subject Land** or any part thereof and to do all acts and things, which may be reasonably necessary or expedient for the purpose

JAYPEE INFRA TECH LIMITED

*Sangas*  
(Sameer Gaur)  
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

Director/Authorised Signatory

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Director/Authorised Signatory



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of searching, removing and enjoying the same, without affecting the **Sub-Lessee**/its sub-lessees/transferees/tenants/licensees right to peaceful possession and enjoyment of the whole or any part of the **Subject Land**.

k. That the **Sub-Lessee**/its successors and its transferees/sub-lessees/tenants/licensees and their sub-lessees /tenants/licensees shall abide by the provisions of the U.P Industrial Area Development Act 1976 (U.P. Act No.6 of 1976) and such rules, regulations or directions as are made or issued thereunder from time to time and shall indemnify and keep indemnified and saved harmless the **Sub-Lessor** against any liability that may arise on account thereof at all times.

l. That the **Sub-Lessee** / its sub-lessees/ transferees/ tenants/ licensees and their sub-lessees/ transferees/tenants/licensees shall not display or exhibit any pictures, posters, statues, other articles which are repugnant to the morals or are indecent or immoral. The **Sub-Lessee**/ its sub-lessees / transferees / tenants / licensees and their sub-lessees /transferees/ tenants / licensees shall not display or exhibit any advertisement or placard in any part of the exterior wall of the building(s), which shall be constructed over the **Subject Land** or any part thereof by all or any of them, except at places specified for the purpose by the **Principal Lessor (YEA)**.

m. The **Sub-Lessee** and its sub-lessee/transferees/tenants/licensees and their sub-lessees/transferees/tenants/licensees shall, if and whenever the **Lease Rent** or part thereof hereby reserved shall be in arrear or if there shall be a breach or non observance by the **Sub-Lessee** or any of its transferees/sub-lessees/tenants/licensees and their sub-lessees/transferees/tenants/licensees of any of the covenants and provisions herein contained required to be

JAYPEE INFRA TECH LIMITED  
For JAYPEE INFRA TECH LIMITED

*Sangas*  
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Director-in-Charge

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Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

For Accord Hotels & Resorts Pvt. Ltd.

Director/Authorised Signatory

Director/Authorised Signatory



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observed or complied with on the part of the **Sub-Lessee**, then and in each such case the liabilities and obligations as set forth in the **Principal Lease Deed** be discharged by the **Sub-Lessee** /its sub-lessees /transferees/tenants/ licensees and their sub-lessees/transferees/tenants/licensees only, to the exclusion of the **Sub-Lessor** and the **Sub-Lessee** or any person claiming through or under the **Sub-Lessee** including its sub-lessees / transferees / tenants/ licensees and their sub-lessees /transferees / tenants / licensees notwithstanding anything to contrary contained in this **SUB-LEASE DEED**.

- n. The **Sub-Lessee** and its transferees / sub-lessees / tenants / licensees and their sub- lessees / transferees / tenants / licensees shall at their own cost take independent connection for water supply / drainage / sewerage / electricity connection, whether temporary or regular or otherwise and be liable and responsible for the payment of all security deposits and charges thereof to the concerned authority responsible for provision of the same and the **Sub-Lessor** shall not be liable for the same in any manner whatsoever to the **Sub-Lessee** or any person claiming through or under the **Sub-Lessee** including its sub-lessees / transferees / tenants / licensees / and their sub-lessees / transferees / tenants / licensees anything to the contrary contained in this **SUB-LEASE DEED**.
- o. The **Sub-Lessee** and its transferees / sub-lessees / licensees and their sub-lessees / transferees / tenants / licensees will permit the members, officers and subordinates of the **Principal Lessor** and the workmen and other persons employed by the **Principal Lessor** at all reasonable time of the day, with 7 days prior notice in writing to them, to enter into and upon the whole or any part of the **Subject Land** and/or building(s) that may hereafter be erected thereupon, to inspect the same and to carry on necessary works.

JAYPEE INFRA TECH LIMITED

For JAYPEE INFRA TECH LIMITED

*Sangeet*

(Sameer Gaur)  
Director-in-Charge

*Sangeet*

(Sameer Gaur)  
Director-in-Charge

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For Accord Hotels & Resorts Pvt. Ltd.

For Accord Hotels & Resorts Pvt. Ltd.

Director/Authorised Signatory

Director/Authorised Signatory





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p. The **Sub-Lessee** and its transferees / sub-lessees / tenants / licensees and their sub lessees / transferees / tenants / licensees shall make such arrangements as are necessary for the maintenance of the buildings / structures that may hereafter be built upon the **Subject Land** or any part or parts thereof and of the Common Services situated thereon and if the same are not properly maintained , the Chief Executive Officer of the **Principal Lessor (the ``CEO'')** or any officer authorized by the CEO will have the power to get the maintenance done through the **Principal Lessor** and recover the amount so spent from the **Sub-Lessee** and its transferees / sub-lessees / licensees and their sub-lessees / transferees / tenants / licensees and the decision of the **Principal Lessor** as to the amount so spent on such maintenance shall be final and binding on them.

q. The **Sub-Lessee** and its sub-lessees / transferees / licensees and their transferees / sub-lessees / licensees / tenants shall keep the **Principal Lessor** and the **Sub-Lessor** indemnified against any claims for any damage which may be caused to any property belonging to the **Principal Lessor**/others or which injures or destroys any building or part thereof or other structure contiguous or adjacent to the **Subject Land** or which arises from the actions of the **Sub-Lessee** and / or its sub-lessees / transferees / licensees and their transferees / sub-lessees / licensees / tenants including their workman and/or representatives and the assessment of the **Principal Lessor** as to the extent of such injury or damage or the amount payable pursuant hereto shall be final and binding on the **Sub-Lessee**/its transferees/sub-lessees/licensees and their transferees / sub-lessees / licensees / tenants.

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For JAYPEE INFRA TECH LIMITED

*Sangeet*  
(Sameer Gaur)  
Director-in-Charge  
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

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Director/Authorised Signatory

For Accord Hotels & Resorts Pvt. Ltd.

*Prabha Gupta*  
Director/Authorised Signatory



4. It is hereby further agreed between the Parties hereto as follows:

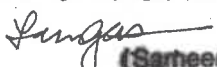
a The **Sub-Lessee** shall have the rights acquired by the **Sub-Lessor** under the **Principal Lease Deed** subject to the terms and conditions and the limitations contained in this **SUB-LEASE DEED** and the same shall stand transferred and assigned to the **Sub-Lessee** with the signing of this **SUB-LEASE DEED** and which shall include, inter alia, the right to transfer, sub-lease, sublet, sub-license or otherwise dispose of the interest in the whole or any part or parts of the **Subject Land** together with all of the aforesaid rights, title, claims, interest, privileges, easements, liabilities and obligations therein or relating thereto subject always to the terms and conditions set forth in the **SUB-LEASE DEED** and every such transfer, assignment, sub-lease, sub-license, subletting or otherwise disposition of sub-lessee's rights, title, interest, privileges, easements, liabilities and obligations therein or relating thereto shall be subject to and its transferees / sub-lessees/ licensees and their transferees / sub-lessees / licensees / tenants shall be bound by all the covenants and conditions herein contained and be answerable and liable to the **Principal Lessor** in respect thereof.

b That upon the expiry or sooner determination of this **Sub-Lease**, the **Sub-Lessee** and each transferee hereinafter of all or any part or parts of the **Subject Land** shall be entitled only to such rights of renewal or otherwise with respect to the **Subject Land** including part or parts thereof as may be available under the **Principal Lease Deed** or in law.

c In terms of the **Principal Lease Deed**, the **Principal Lessor** has agreed to carry out external development including electric supply, water supply, drainage arrangements etc. in relation to

JAYPEE INFRATECH LIMITED

For JAYPEE INFRATECH LIMITED

  
(Sameer Gaur)  
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

  
For Accord Hotels & Resorts Pvt. Ltd.  
Director/Authorised Signatory

Director/Authorised Signatory





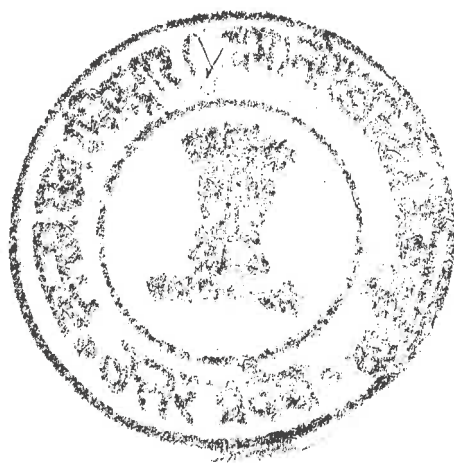
land which are already developed in **NOIDA** within a reasonable period of handing over of such land to the **Sub-Lessor**. Notwithstanding the provision in the **Principal Lease Deed** and / or in any other document, in case the external development, in relation to the **Subject Land**, is not carried out or is delayed by the **Principal Lessor**, the **Sub-Lessor** shall not be liable for any compensation and /or damages and / or in any other manner whatsoever to the **Sub-Lessee**, its transferees /sub-lessees etc., and in case any payment is required to be made to the **Principal Lessor** or to any other authority for the said external development, the **Sub-Lessee** and its transferee hereinafter of whole or any part or parts of the **Subject Land**, shall be liable to pay the same on demand, without demur or cavil, in addition to the consideration for the **Subject Land** or such part or parts thereof at all times in future. The **Sub-Lessee** shall indemnify and keep indemnified and saved harmless the **Sub-Lessor** against any liability that may arise on account thereof at all times.

- d The **Sub-Lessee** / its transferees / sub-lessees etc. shall be responsible and liable for carrying out all the internal development works in the **Subject Land** or part or parts thereof as the case may be, at their own cost without any liability whatsoever on the **Sub-Lessor**.
- e The **Sub-Lessor** may enter into separate agreement(s) with other parties in respect of other part(s) of the **Land**. It may be necessary for the **Sub-Lessor** (in case part of the **Land** is kept by the **Sub-Lessor**), **Sub-Lessee** / its sub-lessees / its transferees and the aforesaid other parties to plan and execute certain common facilities/ services for utilization of external development as may be carried out by the **Principal Lessor** or any other relevant

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For **JAYPEE INFRATECH LIMITED**  
(Sameer Gaur)  
Director-in-Charge  
*Sameer Gaur*  
(Sameer Gaur)

For **Accord Hotels & Resorts Pvt. Ltd.**

*Kabha Gupta*  
For **Accord Hotels & Resorts Pvt. Ltd.**  
Director/Authorised Signator  
*Kabha Gupta*



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authority. In case the **Sub-Lessee** / its sub-lessees / its transferees and the aforesaid other parties are not able to amicably decide the aforesaid issues among themselves, the **Sub-Lessor** shall give decisions on such issues which will be final and binding on the **Sub-Lessee** / its sub-lessees / its transferees and all aforesaid other parties and shall be outside the purview of sub-para -(j) hereinafter.

- f In terms of the **Principal Lease Deed** the **Principal Lessor** has agreed and warranted that the **Principal Lessor** shall grant, transfer, convey and assure, from time to time, all its reversionary rights, title and interest, inter alia, in respect of such part of the **Subject Land** as may be required by the **Sub-Lessee** for land use as per the applicable **Master Plan** and other regulations of the local authorities and accordingly the **Sub-Lessee** shall be entitled to approach in this behalf the **Principal Lessor** as provided in the **Principal Lease Deed** and the **Sub-Lessor** shall not have any liability or obligation whatsoever in this behalf.
- g The rights, title, interests, privileges, liabilities and obligations which the **Sub-Lessor** has under the **Principal Lease Deed** specifically limited and defined, shall hereafter for all intent and purposes in relation to the **Subject Land**, subject to the terms and conditions of this **SUB-LEASE DEED**, be deemed to be of the **Sub-Lessee** and each of its transferees to the extent of the **Subject Land** transferred to such transferees.
- h Notwithstanding anything to the contrary contained anywhere in this **SUB-LEASE DEED** and / or any other document, if during the **Term** of this **SUB-LEASE DEED** the rights of the **Sub-Lessee** / its sub-lessees / transferees / tenants / sub-licensees / end users and their sub-lessees / transferees / tenants / sub-licensees / end

**JAYPEE INFRATECH LIMITED**  
For **JAYPEE INFRATECH LIMITED**

*Sameer Gaur*  
(Sameer Gaur)  
Director-in-Charge  
*Sameer Gaur*  
Director-in-Charge

15 For Accord Hotels & Resorts Pvt. Ltd.

*Abha Gupta*  
Director/Authorised Signatory  
For Accord Hotels & Resorts Pvt. Ltd.  
*Abha Gupta*  
Director/Authorised Signatory



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users hereunder shall be prejudicially affected in any way or manner whatsoever due to termination of the **Concession Agreement** and/or **Principal Lease Deed** or on account of any order/decision of the **Principal Lessor** or of any other competent authority or of any Court of Law or for any other reason whatsoever (other than the default of the **Sub - Lessor**), the **Sub-Lessor** shall not be liable to any of them in any manner whatsoever on account thereof. The **Sub-Lessee**/its sub-lessees/transferees/tenants/licensees/ end users shall be responsible and liable to act according to the aforesaid decisions/orders and shall bear all the consequences thereof, including its financial implications, if any without any liability on the **Sub-Lessor** or on the **Principal Lessor** provided however that the **Sub-Lessee** shall be entitled to a proportionate refund of the consideration paid to the **Sub-Lessor** under this **SUB-LEASE DEED** in the event the **Sub-Lessor** receives any compensation, refund or other payment from the **Principal Lessor** or any other authority in connection with such cancellation, order or decision.

i The **Sub-Lessee** acknowledges that in terms of the **Principal Lease Deed**:

- (i) all powers exercisable by the **Principal Lessor** under the **Principal Lease Deed** may be exercised by the CEO of the **Principal Lessor**, who may authorize any of its other officers to exercise all or any of the powers exercisable by him under the **Principal Lease Deed**; and
- (ii) any relaxation or indulgence granted by the **Principal Lessor** to the **Sub-Lessor** or the **Sub-Lessee** shall not prejudice the legal rights of the **Principal Lessor**.

JAYPEE INFRA TECH LIMITED


For JAYPEE INFRA TECH LIMITED

   
(Sameer Gaur) (Sameer Gaur)  
Director-in-Charge Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

  
Director/Authorised Signatory

For Accord Hotels & Resorts Pvt. Ltd.

  
Director/Authorised Signatory





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j Save where expressly stated to the contrary in this **SUB-LEASE DEED**, any dispute, difference or controversy of whatever nature, howsoever arising under, out of or in relation to this **SUB-LEASE DEED**, between the Parties and so notified in writing by either Party to the other (the "**Dispute**") in the first instance shall be attempted to be resolved amicably.

Any **Dispute** which is not resolved as provided above shall be decided by reference to arbitration, by three Arbitrators in accordance with the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force.

Each Party shall appoint one Arbitrator and the third Arbitrator, who will preside, shall be nominated jointly by the said two Arbitrators.

The arbitration proceedings shall be conducted in English Language only. The venue of arbitration shall be at New Delhi. The Arbitrators shall give reasoned award.

k This **SUB-LEASE DEED** shall be construed and interpreted in accordance with and governed by the laws of India and Courts at Delhi shall have exclusive jurisdiction over all matters arising out of or relating to this **SUB-LEASE DEED**.

l The expressions "the **Principal Lessor**" the "**Sub-Lessor**" and the "**Sub-Lessee**" hereinabove used shall in the case of (i) the **Principal Lessor** includes its successors in office and assigns (ii) the **Sub-Lessor** includes, its representative, successors and assigns, and (iii) the **Sub-Lessee** includes its representatives, successors, its transferees, its sub-lessees and transferees of each following transferee of whole or any parts or part of the **Subject Land**.

JAYPEE INFRA TECH LIMITED  
For JAYPEE INFRA TECH LIMITED

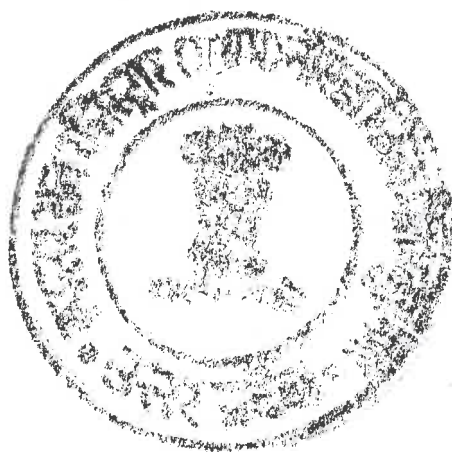
*Sangas*  
(Sameer Gaur)  
Director-in-Charge  
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

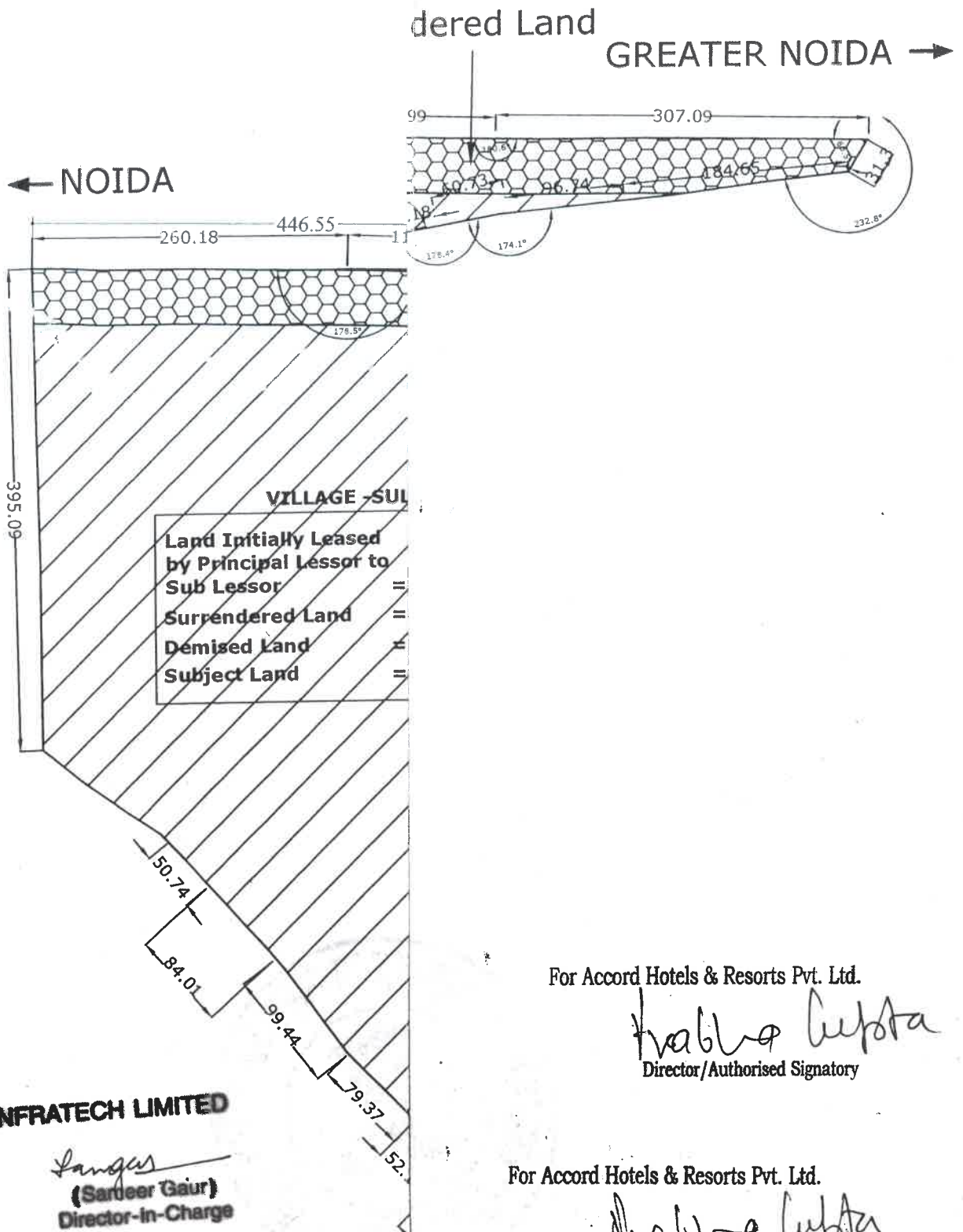
*Habiba Lyfta*  
Director/Authorised Sign

For Accord Hotels & Resorts Pvt. Ltd.

*Habiba Lyfta*  
Director/Authorised Signatory



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For JAYPEE INFRATECH LIMITED

*Sangeet*  
(Sameer Gaur)  
Director-in-Charge

For JAYPEE INFRATECH LIMITED

*Sangeet*  
(Sameer Gaur)  
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

*Harbha Gupta*  
Director/Authorised Signatory

For Accord Hotels & Resorts Pvt. Ltd.

*Harbha Gupta*  
Director/Authorised Signatory

NOTE:-  
ALL DIMENSIONS ARE IN METERS






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m The **Sub-Lessor** shall have the absolute right to revise the **Approved Plans** any time in any manner as it may deem fit without any change in the land use for the **Subject Land**. However, in case it becomes necessary under any rules/regulations/orders of competent authority, to change the land use for the **Subject Land** also, the **Sub-Lessor** shall do it in consultation with the **Sub-Lessee**.


IN WITNESS WHEREOF THE **SUB-LESSOR** AND **SUB-LESSEE** HAVE SIGNED THIS **SUB-LEASE DEED** ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

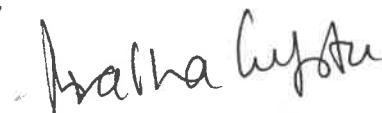
For and on behalf of  
**Jaypee Infratech Ltd.**

  
**Sameer Gaur**  
Director In Charge



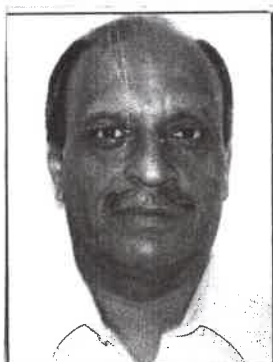
For and on behalf of  
**Accord Hotels and Resorts Private Ltd.**

  
**Prabha Gupta**  
Director



WITNESS:

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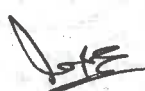
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**CASHOK KHERA**  
S/o Sh. O.P. Khera  
125, Sector 14  
Kirti Nagar

Drafted By  
Amit Kumar  
Hindi Kumar Agarwal  
Associate  
Sub. & ... Office  
Gautam ... Nagar  
Greater Noida

  
**Ravi SAXENA** S/o Ravi Chandra Saxena  
G-105, Sector-56 Noida

आज दिनांक 02/12/2008 को  
वही सं 1 जिल्द सं 1346  
पृष्ठ सं 361 से 406 पर क्रमांक 4059  
रजिस्ट्रीकृत किया गया ।

  
K.K.MISHRA

उप निबन्धक (प्रथम)

नोएडा

2/12/2008

Compared By Reader

  
Examiner



Photo Copy Attested

  
Sub Registrar-I  
Noida