

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-12.11.2024

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 0511242/यू0पी0-रेरा/परि0पंजी0/2024-25 दिनांकित-05.11.2024 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 गत 5 वर्षों में Launch किए गए Projects का विवरण, माननीय विनियामक प्राधिकरण के पोर्टल पर अपलोड कर दिया गया है।

प्रमोटर कम्पनी द्वारा Directors और Chairman के Address Proof की प्रति, माननीय विनियामक प्राधिकरण के पोर्टल पर अपलोड कर दी गई है तथा इस पत्र के साथ भी आपके सुलभ संदर्भ हेतु **संलग्नक-1** के रूप में प्रेषित की जा रही है।

प्रमोटर कम्पनी द्वारा पिछले वर्ष की Audited Balance Sheet जिस पर CA. का UDIN No. अंकित है, माननीय विनियामक प्राधिकरण के पोर्टल पर अपलोड कर दी गई है तथा इस पत्र के साथ भी आपके सुलभ संदर्भ हेतु **संलग्नक-2** के रूप में प्रेषित की जा रही है।

प्रमोटर कम्पनी द्वारा पिछले तीन वर्षों की प्रमोटर की Income Tax Return माननीय विनियामक प्राधिकरण के पोर्टल पर अपलोड कर दी गई है तथा इस पत्र के साथ भी आपके सुलभ संदर्भ हेतु **संलग्नक-3** के रूप में प्रेषित की जा रही है।

2. प्रमोटर कम्पनी द्वारा Layout Plan, Floor Plan तथा Maps की Approved Copy, माननीय विनियामक प्राधिकरण के पोर्टल पर अपलोड कर दी गई है एवं इस पत्र के साथ भी आपके सुलभ संदर्भ हेतु **संलग्नक-4** के रूप में प्रेषित की जा रही है।

3. प्रमोटर कम्पनी द्वारा Development Work को Brief में Explain कर, माननीय विनियामक प्राधिकरण के पोर्टल पर अपलोड कर दिया गया है।

प्रमोटर कम्पनी द्वारा परियोजना के Bank Account Statement माननीय विनियामक प्राधिकरण के पोर्टल पर अपलोड कर दिया गया है एवं इस पत्र के साथ भी आपके सुलभ संदर्भ हेतु **संलग्नक-5** के रूप में प्रेषित किया जा रहा है।



4. परियोजना के भूखण्ड की Jaypee Infratech Limited (JIL) द्वारा Sub-leasing अधिकार के संबंध में आपको अवगत कराना है कि, Taj Expressway Industrial Development Authority (वर्तमान में यमुना औद्योगिक विकास प्राधिकरण) के द्वारा उक्त भूमि Jaiprakash Industries Limited (वर्तमान में Jaiprakash Associates Limited) के पक्ष में Lease पर दिनांक-28.02.2003 को स्थानांतरित की गई थी, जिसकी Lease Deed 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 हुआ। (Lease Deed की छायाप्रति आपके सुलभ संदर्भ हेतु संलग्नक-6 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। (Deed of Assignment of Lease की छायाप्रति आपके सुलभ संदर्भ हेतु संलग्नक-7 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। (Sub-lease Deed की छायाप्रति आपके सुलभ संदर्भ हेतु संलग्नक-8 के रूप में प्रेषित की जा रही है)

परियोजना के मानचित्र न्यू ओखला औद्योगिक विकास प्राधिकरण (NOIDA) द्वारा दिनांक-16.10.2024 को Max Estates 128 Pvt. Ltd. के पक्ष में 40,468.56 वर्ग मीटर में विषयक परियोजना विकसित किए जाने के लिए स्वीकृत किए गए हैं। (स्वीकृति पत्र की छायाप्रति आपके सुलभ संदर्भ हेतु संलग्नक-9 के रूप में प्रेषित की जा रही है)



यहां आपके संज्ञान में यह लाना भी प्रासांगिक है कि, माननीय उ०प्र० भू-संपदा विनियामक प्राधिकरण द्वारा परियोजना के मानचित्रों की स्वीकृति के संबंध में नोएडा विकास प्राधिकरण से अपने पत्र संख्या-1910243/यू.पी.-रेरा/तक.सेल/2024-25, दिनांकित-19.10.2024 के माध्यम से आख्या मांगी थी, जिसके प्रतिउत्तर में नोएडा विकास प्राधिकरण द्वारा अपना पत्र सं० नोएडा/मु०वा०नि०/2023/4383 दिनांकित-22.10.2024 प्रेषित करते हुए परियोजना के उपरोक्त मानचित्र स्वीकृत किए जाने की पुष्टि की है। (छायाप्रति आपके सुलभ संदर्भ हेतु संलग्नक-10 के रूप में प्रेषित की जा रही है)

यहां आपके संज्ञान में यह लाना भी प्रासांगिक है कि, Jaiprakash Associates Limited को Taj Expressway के साथ लगी हुई भूमि, Taj Expressway Industrial Development Authority (वर्तमान में यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण) द्वारा आवंटित की गई थी, जिसमें भूखण्ड संख्या TS-02 पर Jaypee Green Wishtown परियोजना का विकास किया गया है, जिसके अंतर्गत विषयक परियोजना की उक्त भूमि भी स्थित है, जोकि नोएडा विकास प्राधिकरण के Sector-128 के अंतर्गत आती है, जोकि नोएडा विकास प्राधिकरण का अधिकार क्षेत्र है। इस संबंध में यमुना औद्योगिक विकास प्राधिकरण एवं नोएडा विकास प्राधिकरण के मध्य हुए निर्णय के अनुपालन में 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-11 के रूप में प्रेषित की जा रही है)

प्रमोटर कम्पनी द्वारा Land Title Document को Schedule I के साथ पुनः माननीय विनियामक प्राधिकरण के पोर्टल पर अपलोड कर दिया गया है एवं इस पत्र के साथ भी आपके सुलभ संदर्भ हेतु संलग्नक-12 के रूप में प्रेषित किया जा रहा है।

5. प्रमोटर कम्पनी द्वारा नितिन कुमार कंसल का Authorisation Letter माननीय विनियामक प्राधिकरण के पोर्टल पर अपलोड कर दिया गया है एवं इस पत्र के साथ भी आपके सुलभ संदर्भ हेतु संलग्नक-13 के रूप में प्रेषित किया जा रहा 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



(ऋषि राज)
(निदेशक)

मो० नं०- 9811094591

ई०मेल आई०डी०- rera@maxestates.in

संलग्नक :- उपरोक्तानुसार।

MAX ESTATES 128 PRIVATE LIMITED COLLECTION A/C FOR ESTATE 128-II

NIRMAN SADAN GATE NO 1, TS-02, SECTOR 128
LINK ROAD, SECTOR 128, NOIDA, GAUTAM BUDDHA NAGAR,
NOIDA - 201304
UTTAR PRADESH
INDIA

BRANCH

STATEMENT DATE

CURRENCY

ACCOUNT TYPE

ACCOUNT NO

NOMINEE REGISTERED

: Noida

: 09 Aug 2024 To 12 Aug 2024

: INR

: Current Account

: 53005090207

: No

BRANCH ADDRESS :
K-3 Brahm Datt TowerSector 18,NOIDA 201 301
IFSC : SCBL0036024 MICR CODE:
Phone No.: 01204349254

Date	Value Date	Description	Cheque	Deposit	Withdrawal	Balance
		Balance Brought Forward				0.00
						00.00
		Total		0.00	0.00	

BRANCH	:	Noida	
STATEMENT DATE	:	09 Aug 2024	To 12 Aug 2024
CURRENCY	:	INR	
ACCOUNT TYPE	:	Blocked Accounts	
ACCOUNT NO	:	53005090215	
NOMINEE REGISTERED	:	No	

BRANCH ADDRESS :
K-3 Brahm Datt Tower Sector 18, NOIDA 201 301
IFSC : SCBL0036024 MICR CODE:
Phone No. : 01204349254

Date	Value Date	Description	Cheque	Deposit	Withdrawal	Balance
		Balance Brought Forward				0.00
		Total		0.00	0.00	00.00

MAX ESTATES 128 PRIVATE LIMITED RERA TRANSCATION A/C FOR
ESTATE 128 - II
NIRMAN SADAN GATE NO 1, TS-02, SECTOR 128
LINK ROAD, SECTOR 128, NOIDA, GAUTAM BUDDHA NAGAR,
NOIDA - 201304
UTTAR PRADESH
INDIA

BRANCH : Noida
STATEMENT DATE : 09 Aug 2024 To 12 Aug 2024
CURRENCY : INR
ACCOUNT TYPE : Current Account
ACCOUNT NO : 53005090223
NOMINEE REGISTERED : No

BRANCH ADDRESS :
K-3 Brahm Datt TowerSector 18,NOIDA 201 301
IFSC : SCBL0036024 MICR CODE:
Phone No.: 01204349254

Date	Value Date	Description	Cheque	Deposit	Withdrawal	Balance
		Balance Brought Forward				0.00
						00.00
		Total		0.00	0.00	

1656
1657

39
72

THIS LEASE DEED PERTAINS TO VILLAGE
SULTANPUR AREA 136.40 ACRES

LEASE DEED

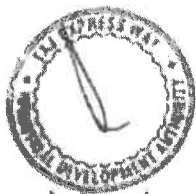
This Deed of Lease is made on this 28th day of February, 2003

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
Sd/- Sd/- U.N. Sankar



HANUJ KUMAR S/O. HANUJ KUMAR
Lodhna

Lease Deed 310701932.60

5000 + 4000 = 9000

राश 5060 रु गदद लगान 4000

की राशि श्रीकांत

राशि/पुस्त 3 दिनांक तय कर श्रीकांत

विधान 5-3 सेक्टर 4 नैर्वा जैतवा ब्रह्म

के वह जमाने कागज उग निबंधक बोधरा III

राशि दावती जिना गोनम गदद नगर के बाध

28/1/1963 मध्य 4000

दिनांक 5 दिव के प्रभुत किया।

18-2-63

वधपत्र मपत्रक

उत्तेजा गुलाब नगर श्रीशक्तिश्रीकांत

नै कांत कमील नै श्री नल्लैग बोर 510

की गुणप्रकाश गैड 510 गुण House 63

अपन पत्र के प्रमाण के नई दिहली

की राश प्रकाश नै है

राशि गंगा प्रकाश नै है

विधान 1300 सेक्टर 5 केडीप विहा नै है

की विविड गुणमित्र

राशि एनपी मित्र

दिनांक 28/8/82 बफन गुण नई दिहली नै

28-2-63

ML

Program

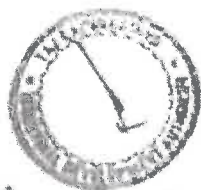
(a)

WHEREAS:

- (1) The Lessor and the Lessee have entered into a Concession Agreement dated 7th 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. L. S. V. N. Sankar



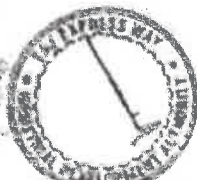
Manoj Kumar
12/10/2003 To Lessee's Care



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.

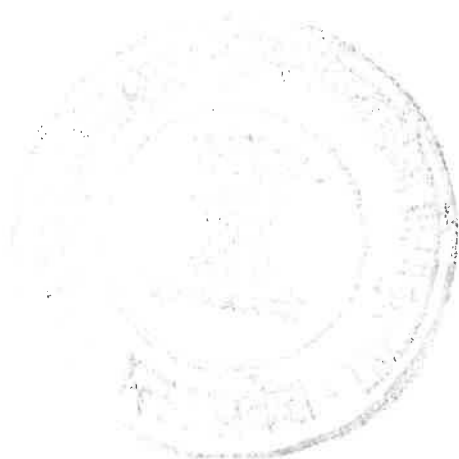
4. The Lessee shall have unfettered right to sub-lease the whole or any part of the Demised Land, whether developed or undeveloped, and whether by way of plots or constructed properties or give on leave and license or otherwise dispose of its interest in the Demised Land or part thereof / permit to any 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
 Sh. Lali Shri. U.N. Sankar,

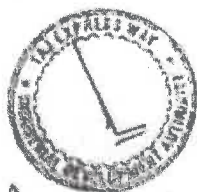


Manoj Kumar
 Sh. Shri. Jankar Lal Kumar



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").

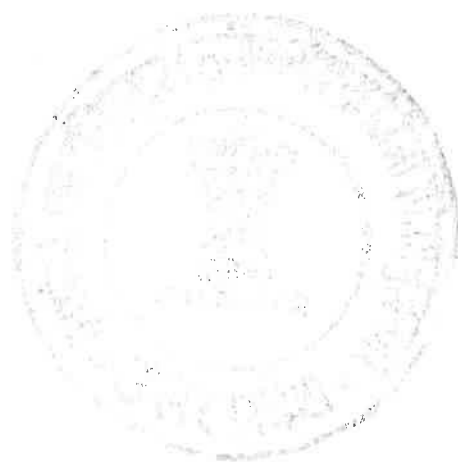


Ravi Sankar
No. 101 P.O. U.N. Sankar,

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Manoj Kumar
No. 101 P.O. U.N. Sankar



(li) 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.



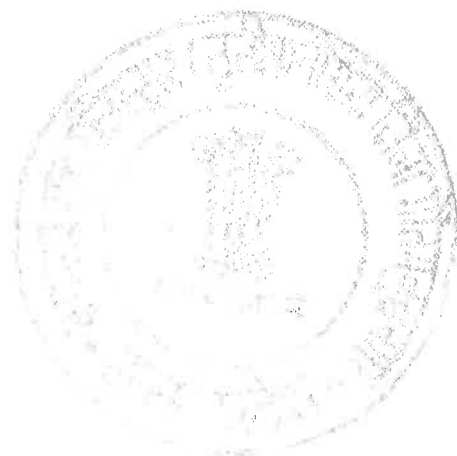
Mani Sharma
Subashi Srin U.N. Sharma



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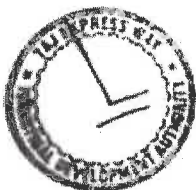
Manoj Kumar
Secy. In. Technical Group



- 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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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.

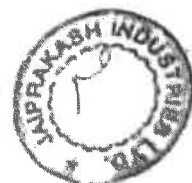
16. The Lessor has the right to receive the lease rent annually in advance without having to issue any demand notice therefor.

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.



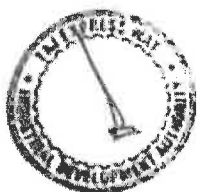
Ravi Kumar
Secretary to U.N. Smt.



Manj Kumar
Secy In Charge



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
to Mr. S. N. Sankar



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Nanj Gan
to Mr. 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 J. K. Choudhary




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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).

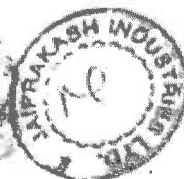
32. This Lease Deed shall be subject to the jurisdiction of District Court at Guatam Budh Nagar or the High Court of Judicature at Allahabad.
33. All arrears payable to Lessor shall be recoverable as arrear of land revenue without prejudice to its other rights under any other law for the time being in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



Pami Kumar
for Lessor U.P. Industrial

for

Mang Lax
for Jaiprakash Industries





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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	318 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					



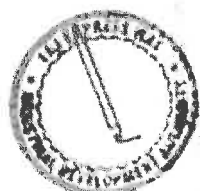
Ravi Sankar
to Lali Sh. V.H. Sankar



Haraj Gaur
to Sh. Talwarkhand 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

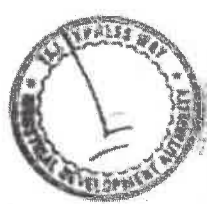


SHEET 2 OF 5

SL. NO.	DESCRIPTION	AREA BIGHA	VISWA	VISWASI	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	16	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	8	0					
97	415	2	3	0					
98	416	0	19	0					
99	417	1	2	0					
100	418	3	6	0					
101	419	1	8	0					
102	420	1	3	0					
103	421	1	14	0					
104	422	1	5	0					
105	423	1	12	0					
106	424	1	7	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	8	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 Lalli Sh. U. N. Sankar,



Rajprakash Industries Ltd.
S/o Lalli Sh. U. N. Sankar,

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 NOKA			
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
(Rupees thirty seven crores, ninety three lacs, seventy six thousand eight hundred fifty eight only)								Say Rs. 379,376,858/-

P - represents part area of the Khasra




Mary Gaur
H-128, 129 &
130 NOKA

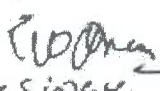
Ravi Sontun
S/O Late S/O UN Sontun

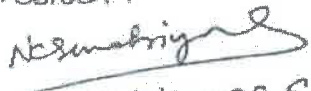


IN WITNESS WHEREOF THE Lessor and the Lessee have caused these presents to be executed on their respective behalf on the day, month and year first hereinabove written in the manner hereinafter appearing.

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.

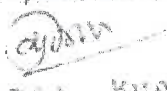
2. 
NAND KISHORE SUNDRIYAL
S/o. Sh. D. P. Sundriyal
93, Sector-4, R.K. Puram,
N. Del. 22.

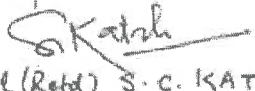
SIGNED AND DELIVERED by Jaiprakash Industries Limited by the hand of Shri. Manoj Gaur, its Managing Director, in the presence of :


For JAIPRAKASH INDUSTRIES LTD.


(MANOJ GAUR)
MANAGING DIRECTOR

Lessee


(V) 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.

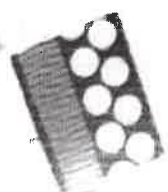
Drafted By
Prakumar Sharma
Document Writer Noida
Phone No. 9
Valid upto 31-3-2001
Drafting Fees
Signature 




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



Manoj Gaur
S/o. Mr. Jai Prakash Gaur



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 :

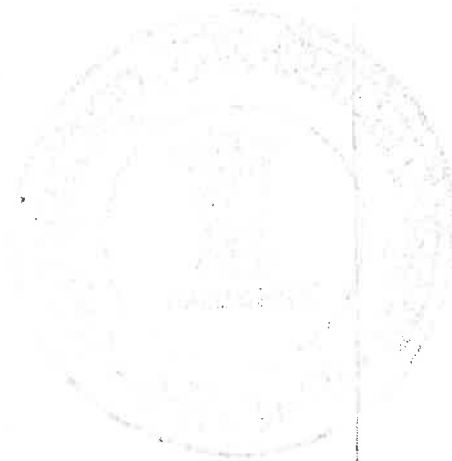
1. सचिव, औद्योगिक विकास अनुभाग-4, 30 प्र0 शासन, लखनऊ।
2. मुख्य वित्त एवं लेखाधिकारी, ताज एक्सप्रेसवे प्राधिकरण।
3. गार्ड फाईल।

(रामप्रकाश सिंह)

प्रशासनिक अधिकारी

111

111



ताज एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

जे-3, सेक्टर-41, नौएडा, जिला-गौतमबुद्ध नगर 30प्र0

दिनांक 20.12.2013

दिनांक 20.12.2013

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

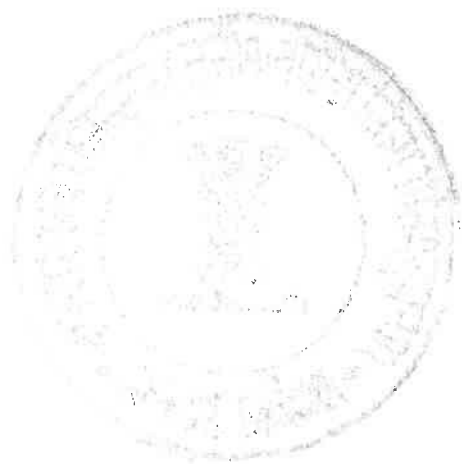
चिव, औद्योगिक विकास अनुभाग-4, 30 प्र0 शासन, लखनऊ।

मुख्य वित्त एवं लेखाधिकारी, ताज एक्सप्रेसवे प्राधिकरण।

गई जाईल।

(रामप्रकाश सिंह)

प्रशासनिक अधिकारी



आदेशावली- 4/11/03 दिनांक 28/2/03



औद्योगिक विकास विभाग,
उत्तर प्रदेश शासन,
नया बहादुर शास्त्री भवन, गीतिकापुर,
लखनऊ,
उप-सूचना-0522-221773-22177334
फैक्स-05223-2217348

दिनांक : फरवरी 28, 2003

प्रिय महोदय,

वृहद् परियोजनाओं में निजी निवेश को प्रोत्साहन हेतु विभिन्न कर, शुल्क इत्यादि छूट/आस्थगन दिये 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 सम्बन्धित निवेशक 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 दी कर दी जाए। मुझसे यह भी कहने का अपेक्षा की गई है कि इन सम्बंध में आप अग्रेत्तर कार्यवाही तदनुसार सुनिश्चित करें।

Y.C.S.

भवनिष,

दिनांक 28/2/03

प्रमुख मिश्र

श्री ललिता श्रीवास्तव,
अध्यक्ष एवं मुख्य कार्यकारी 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. / 30/2/2003

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।

य वित्त एवं लेखाधिकारी, ताज एक्सप्रेसवे प्राधिकरण।

फाईल।

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2



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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।
एवं लेखाधिकारी, ताज एक्सप्रेसवे प्राधिकरण।

(रामप्रकाश सिंह)
प्रशासनिक अधिकारी



20
1957

1957

1957



✓ x क्रमिक 102 दिनांक 26 FEB -

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

नहीं पाता। तिरु शरण लपक पि के ता मैतन पु हुम्मा हप न. 3) कुम लपक 10000

एंडीवरी को 2 जिल्द 373 के हूठ $\frac{39}{72}$

नम्बर 1656 व मुसल नम्बर 1651 पर

आज दिनांक 28-2-2003 को एंडीवरी को

नहीं। हप A.K. Yadav ER. य मैतन

✓ x न. . ता 28-2-2003

5000 आप्रकाश इन्डस्ट्रीज लिमिटेड दि

हप Om Kumar है।, उमैत कुमा

लपक पि के ता हप को 68 मैतन मैतन

हु हुम्मा (पुपी) Sub 10000 एंडीवरी

को 2 जिल्द 373 के हूठ $\frac{39}{72}$ मै मुसल

नम्बर 1651 हप आपन नम्बर 1656

पर आज दिनांक 28-2-2003 को

एंडीवरी को नहीं। हप A.K. Yadav ER.

य मैतन

नकल करी-

हु का बलप करी

न, प्रशासिका

नं 20

Controlled by

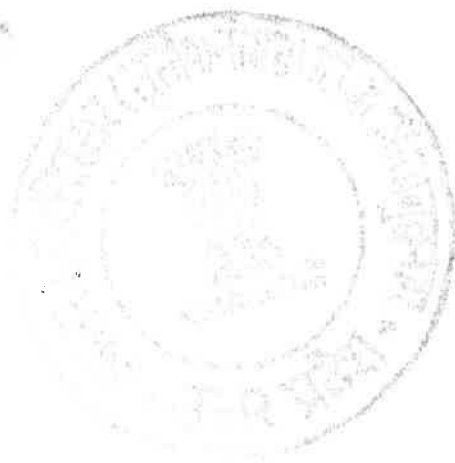
Examine

note Copy Attested

Sub Registrar

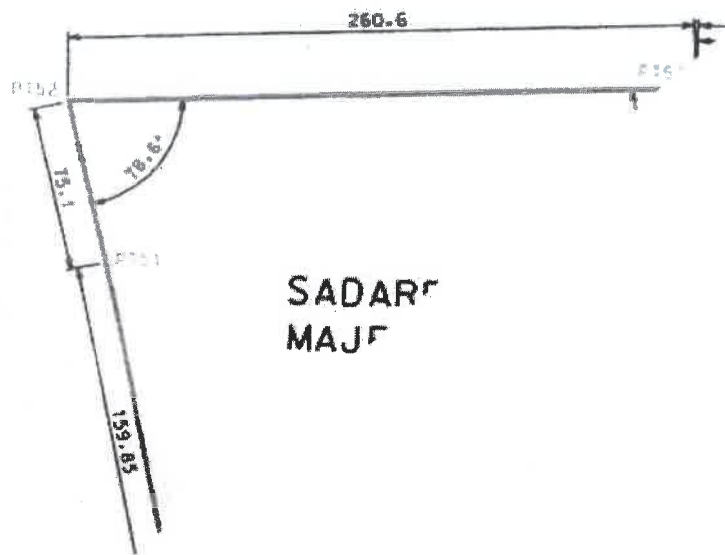
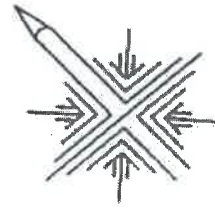
Noida-11

12/11/2024



LIBRARY

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SADARPUR
UNION QUARTAWADDIO





सुक नं० १ जिल्द नं० ३७३ के पृष्ठ ३९ व ४० नं० १६५६ जम ३००० १६५७
आज दिनांक २४^२/_{२००३} ई० को रजिस्ट्री की गई।

सब रजिस्ट्रार महोदय कोटा।

२



INDIA NON JUDICIAL



IN-UP57000348450479W

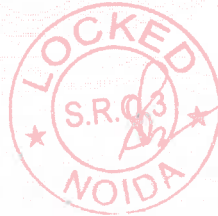
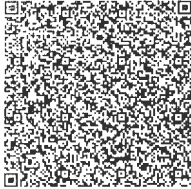
Government of Uttar Pradesh

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-हिन्दु पर राज्य शुल्क 100 (एक सौ रुपये) केवल

रुपये

Handwritten signature in red ink.

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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जीय गैर न्यायिक



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Rs. 100

ONE

HUNDRED RUPEES



भारत IND
DIA NON JUD



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 25th March 1942, issued by Government of Uttar Pradesh.

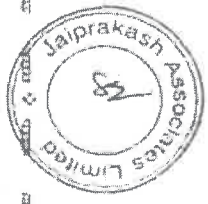
DEED OF ASSIGNMENT OF LEASE

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

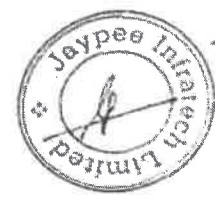
JAIPRAKASH ASSOCIATES LIMITED, a company incorporated under the Companies Act, 1956 (bearing Company Identification Number L14106 UP 1995 PLC 19017 dated November 15, 1995) and having its registered office at Sector 128, Noida-201 304, Uttar Pradesh and Head Office at JA House, 63 Basant Lok, Vasant 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, Shivalpur, Noida

स्टाम्प की कीमत 1000

एकज शब्दों में

हा. नं. - 111

दिनांक - 08/07/2006

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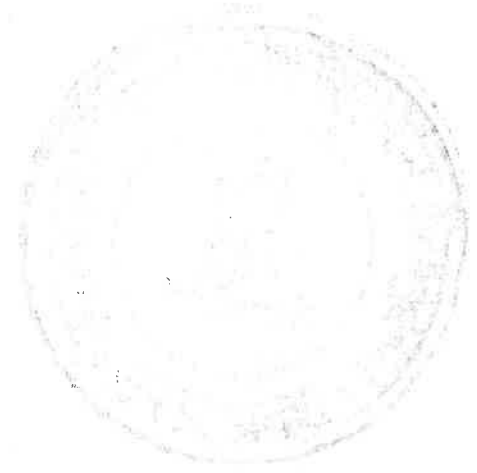


[Handwritten signature] *Stamp*

S. K. Shee

[Handwritten signature]

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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

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फीम गतिमदी नकल व प्रति शुल्क घोष प्रथम लगभग

प्रतिफल

श्री/श्रीमती J.A.L जेओ सीओ तिवारी प्रतिनिधि J.A.L सुनील कुमार शर्मा

पुत्र/पत्नी श्री स्वओ सीओ सीओ तिवारी

पेशा नौकरी

निवासी ग्राफी सेक्टर-128, नोएडा

अस्थायी पता

ने वर लेखपत्र डग कार्यालय दिनांक 27/11/2007 समय 2:39PM

वते निश्चयन हेतु पेश किया।



प्रदीप राणा

उप-निबंधक तृतीय नौएडा

27/11/2007

निष्ठादन लेखपत्र वाद गुनने व यमशने मजमून ने 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 स्वओ सीओ सीओ तिवारी

पेशा नौकरी

अतरीति

श्री/श्रीमती J.L.L प्रमोद कुमार अग्रवाल

प्रतिनिधि श्री J.L.L समीर गौर

पुत्र/पत्नी श्री स्वओ आरओ पीओ अग्रवाल

पेशा नौकरी

निवासी ए-1/8, प्रथम तल, पंचशिल इन्कलेय दिल्ली



ने निष्ठादन स्वीकार किया।

निष्ठादन पत्रवाचन श्री अतुल कुमार

पुत्र श्री एडवोकेट

पेशा वकालत

निवासी सी-28, सेओ-सी-3, सेक्टर नोएडा

व श्री अशोक खेरा

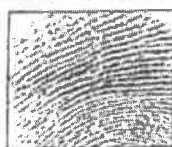
पुत्र श्री पुत्र: ओओ पीओ खेरा

पेशा नौकरी

निवासी 125, सेओ-14, फरीदाबाद

ने की।

पन्थलवा: भट गौशियों के निष्ठादन अंगुष्ठ निष्ठादनुसार 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 16th 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 25th 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 19th 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 22nd 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

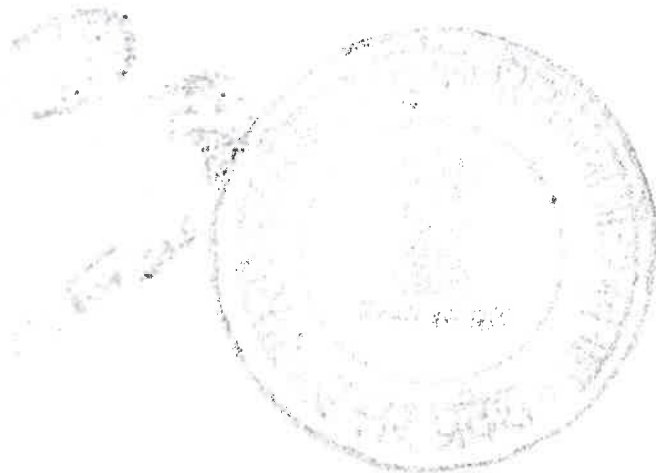
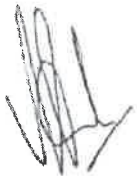
Book No. 1

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

एनडी अररु पीठ अग्रवाल

ए-1/8, फागन हल, पश्चिम इन्कलेव 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.

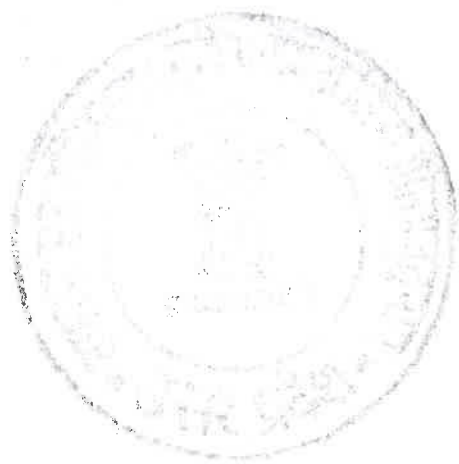
Signed and delivered by within named Assignor, JAIPRAKASH ASSOCIATES LIMITED, by its Executive Vice Chairman, Shri Sunil Kumar Sharma, who has been duly authorized pursuant to resolution passed in the meeting of its Board of Directors held on 11.01.2007, in the presence of the following witnesses.	For 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.





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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।

आद्यौनिक 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।

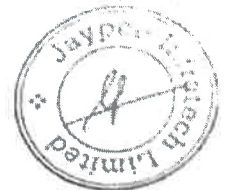
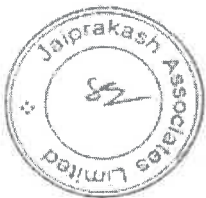
महोदय,

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 (एल.पी.वी.) को हस्तांतरित करें तब जय प्रकाश एसोसिएट लि० द्वारा एल.पी.वी. को इन अधिकारों एवं कार्यों के हस्तांतरण में जो अभिलेख निष्पादित किये जायेंगे उन पर जय प्रकाश एसोसिएट लि० अथवा एल.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:-

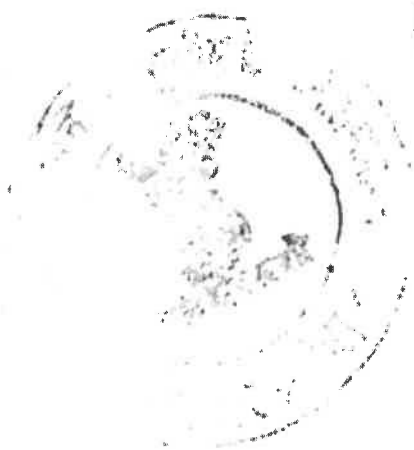
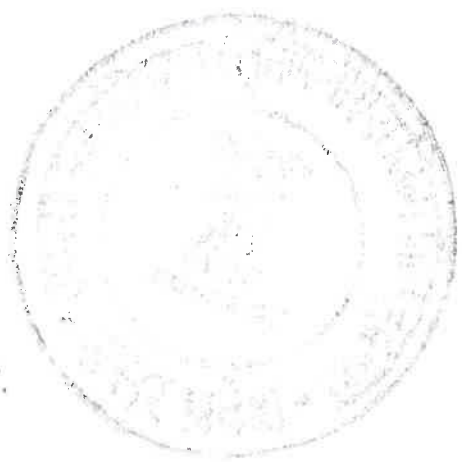
- (i) Where at least 90 percent of the issued share capital of the transferee company is in the beneficial ownership of the transferor company, or



Prepared by

K. K. K.

K. K. K.



- (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, Durg returned.

८. कृपया उपर्युक्त प्रावधानों के अनुसार जब प्रत्येक एसोसिएट लिमिटेड की मूल विधिवत होने वाले प्रॉपर्टी ट्रांसफर अनुबंध के तिलिख में साक्ष्य प्रदान करने में अक्षम कार्यवाही करने का कार्य करें।


सहजीव.



(कानूनी एस ए. मुख्यालय)

अनु. प्रो. ८



Compared by 
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.

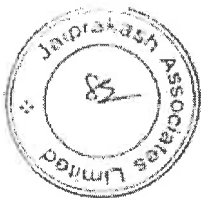
This certificate is based on affidavit filed by Shri Samir Gaur, Director-in-charge of M/s. Jaypee Infratech Limited and also as per record of this office.

(K.L. KAMBOJ)

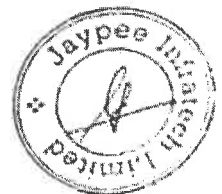
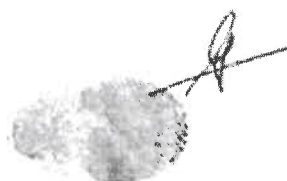
REGISTRAR OF COMPANIES,
UTTAR PRADESH & UTTARANCHAL,
KANPUR.

TO,

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



aggr
Reader
Checked by
Examiner





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**Schedule C
Demised Land**

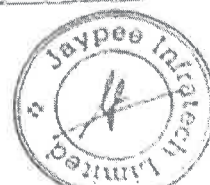
S.No.	Village	Sector	Land Area (in acres)	Particulars of the Lease Deed
1	Sultanpur	128,129 & 130, Noida	21.770	Lease Deed dated 26.7.2003 registered in Book No. 1, Volume 458, Pages 49/74, Serial Number 10197-10196 dated 26.07.2003, at the office of the Sub- Registrar, Tiritiya, Noida.
2	Asgarpur	128,129 & 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

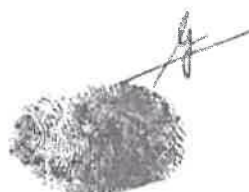
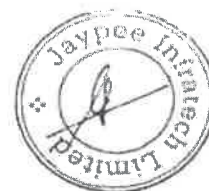
Examiner





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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
File

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

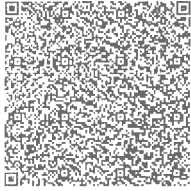
(Ten only)

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 24

कार्यालय उपनिबन्धक नोएडा प्रथम
नकल संख्या 8570...मब
..10.11.24...एक किता स्टाम्प पर
फोटो स्टेट जारी की गई

पह्ला- 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

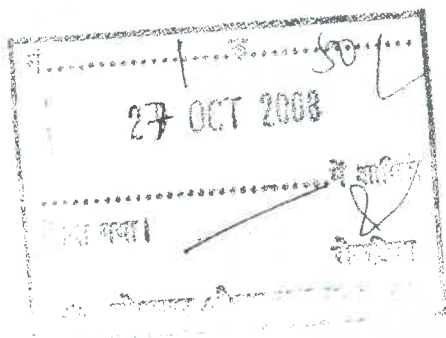
For JAYPEE INFRA TECH LIMITED

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

For Accord Hotels & Resorts Pvt. Ltd.

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

अवकाश
अवकाश
अवकाश



M/s Accord Hotels And Res
Pvt. Ltd.
A-15, IInd Floor Hazrat Nizam
N. Delhi



उत्तर



Director of Revenue
Collector
District of
Nizam
N. Delhi

JAYEE INFRA TECH 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
भारतीय गैर न्यायिक

सत्यमेव जयते
भारतीय गैर न्यायिक

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

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

Accord Hotels and Resorts Pvt Ltd.
A 18 Second floor Hazrat Nizamuddin
New Delhi

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।

Sangar



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

Madha Gupta

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

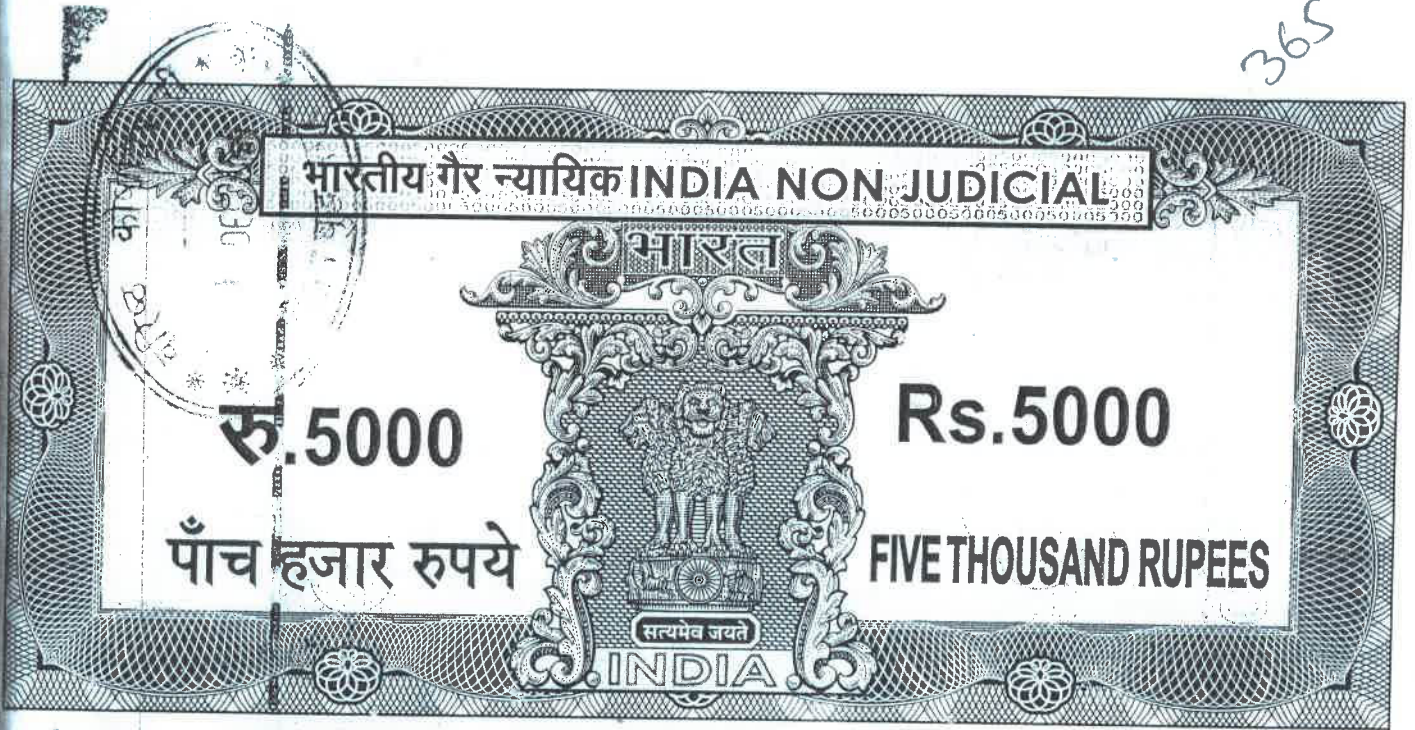
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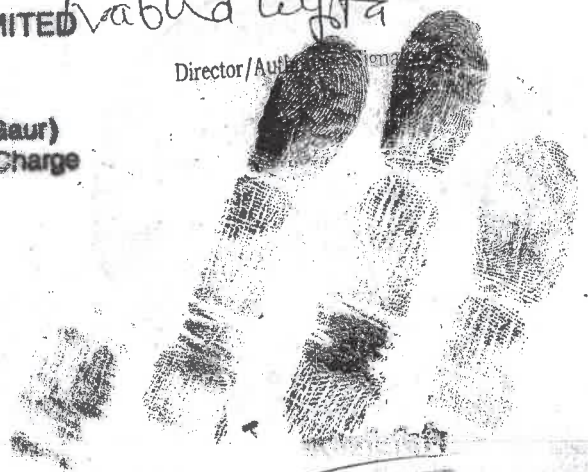
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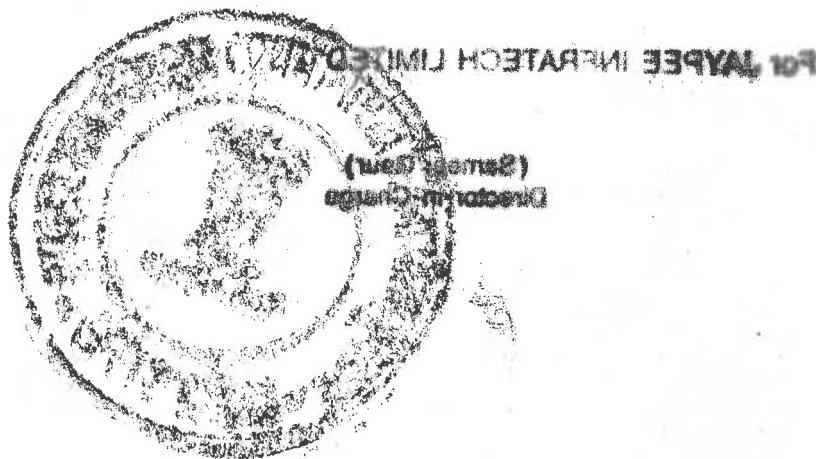
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and Accord Hotels and Resorts Pvt. Ltd.

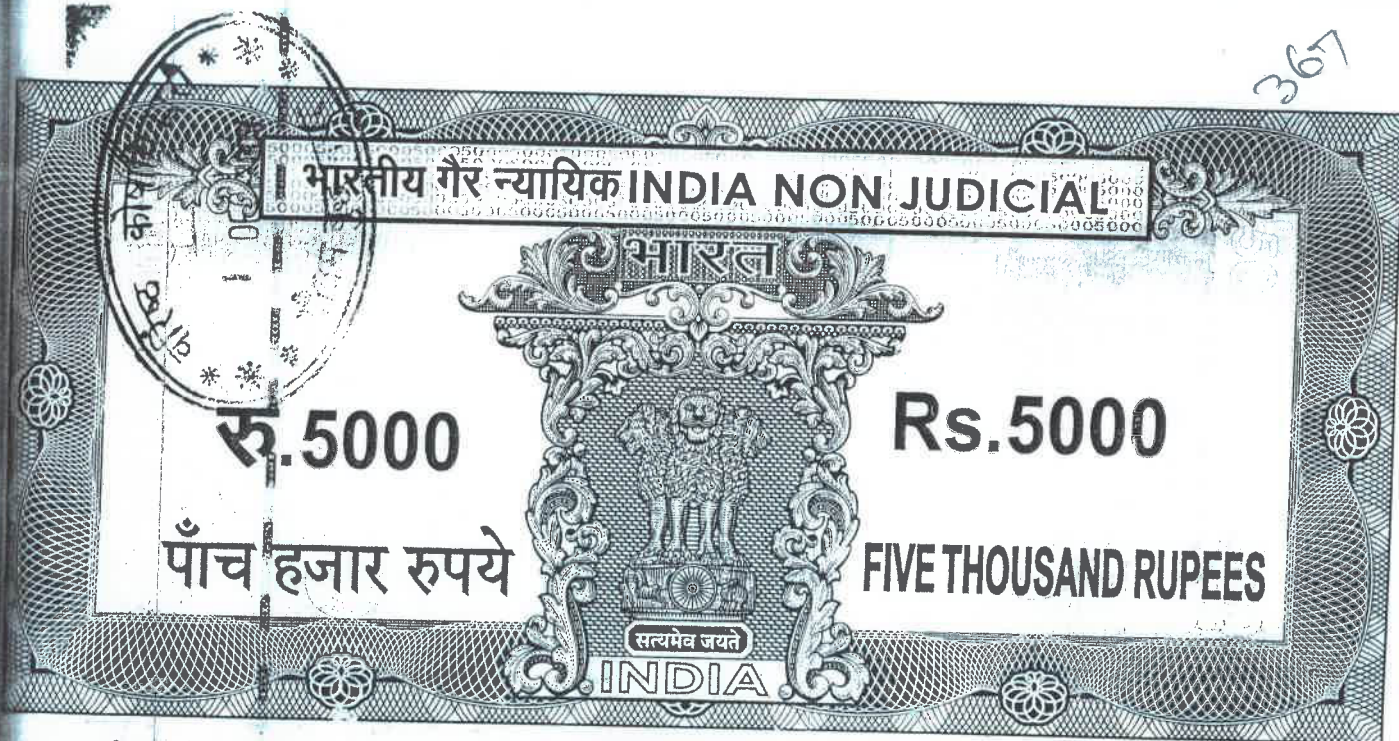
For JAYPEE INFRA TECH LIMITED
Sameer Gaur
(Sameer Gaur)
Director-in-Charge

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





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उत्तर प्रदेश UTTAR PRADESH

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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

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 नव निबन्धक कार्यालय परिसर, सोएडा

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Registration No. 4059

Year : 2008

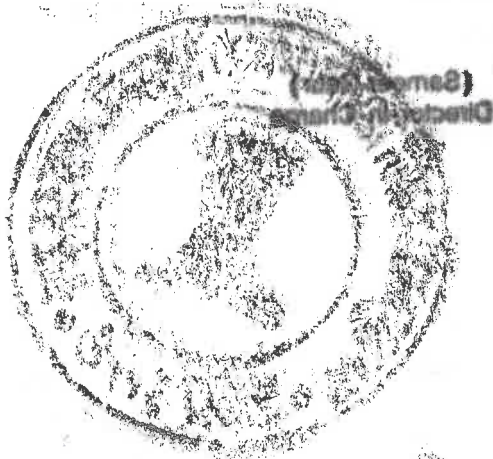
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 ए-15, हौज खास, द्वितीय तल, नई दिल्ली-16
 व्यापार

Prabha Gupta



FOR JAYPEE INFRA TECH LIMITED



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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.

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


Prabha Gupta
Director/Authorised Signatory

(Signed) _____
Director-in-Charge

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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 7th 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

Sangeet
(Sameer Gaur)
Director-in-Charge

(Sameer 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 19th October 2007 and 22nd 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.

Prabha Gupta

For Accord Hotels & Resorts Pvt. Ltd.

Director/Authorised Signatory

Prabha Gupta
Director/Authorised Signatory

JAYPEE INFRASTRUCTURE LIMITED

3

Sameer Gaur
Director-in-Charge
Sameer Gaur
Director-in-Charge

✓



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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

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

Rabha Gupta
Director/Authorised Signatory



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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)

Director-in-Charge

(Sameer Gaur)

Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

For Accord Hotels & Resorts Pvt. Ltd.

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 27th 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

Sangas
(Sameer Gaur)
Director-in-Charge

Sangas
(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 (Sameer Gaur)
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.

For Accord Hotels & Resorts Pvt. Ltd.

Director/Authorised Signatory

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

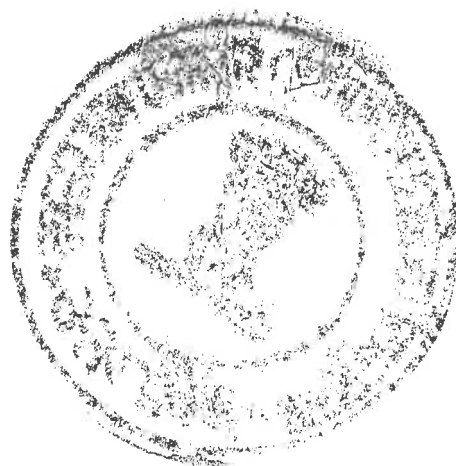
Sangas
(Sameer Gaur)
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

Director/Authorised Signatory

For Accord Hotels & Resorts Pvt. Ltd.

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

Pamgas
(Sameer Gaur)
Director-in-Charge

Pamgas
(Sameer Gaur)
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

Sameer Gaur

(Sameer Gaur)
Director-in-Charge

Sameer Gaur

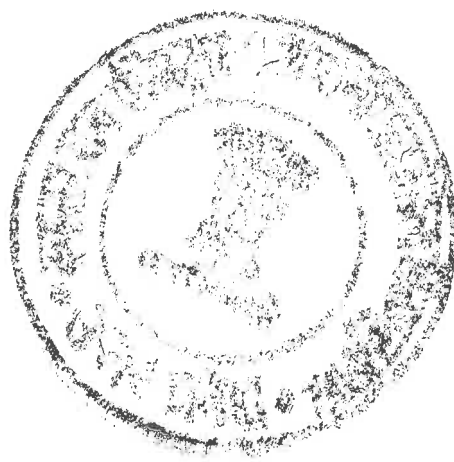
(Sameer Gaur)
Director-in-Charge

11
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.

JAYPEE INFRA TECH LIMITED
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



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

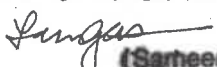
a The **Sub-Lessee** shall have the rights acquired by the **Sub-Lessor** under the **Principal Lease Deed** subject to the terms and conditions and the limitations contained in this **SUB-LEASE DEED** and the same shall stand transferred and assigned to the **Sub-Lessee** with the signing of this **SUB-LEASE 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

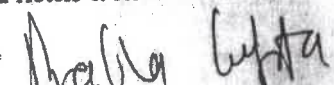
For JAYPEE INFRATECH LIMITED


(Sameer Gaur)
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.


Director/Authorised Signatory

For Accord Hotels & Resorts Pvt. Ltd.


Director/Authorised Signatory



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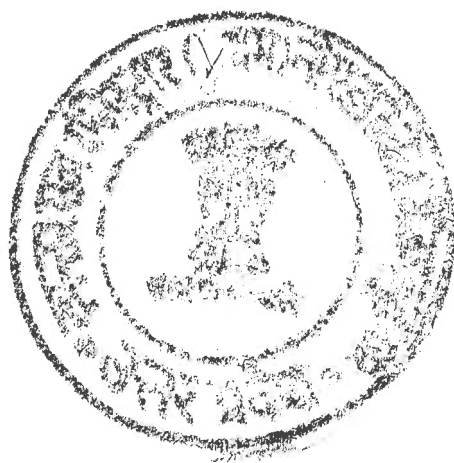
land which are already developed in **NOIDA** within a reasonable period of handing over of such land to the **Sub-Lessor**. Notwithstanding the provision in the **Principal Lease Deed** and / or in any other document, in case the external development, in relation to the **Subject Land**, is not carried 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

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

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

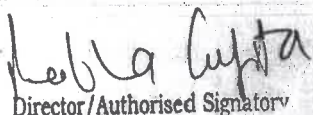
JAYPEE INFRATECH LIMITED
For JAYPEE INFRATECH LIMITED

 
(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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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

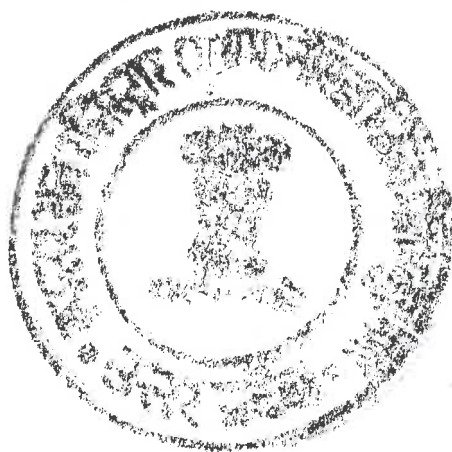
Sangas
(Sameer Gaur)
Director-in-Charge
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

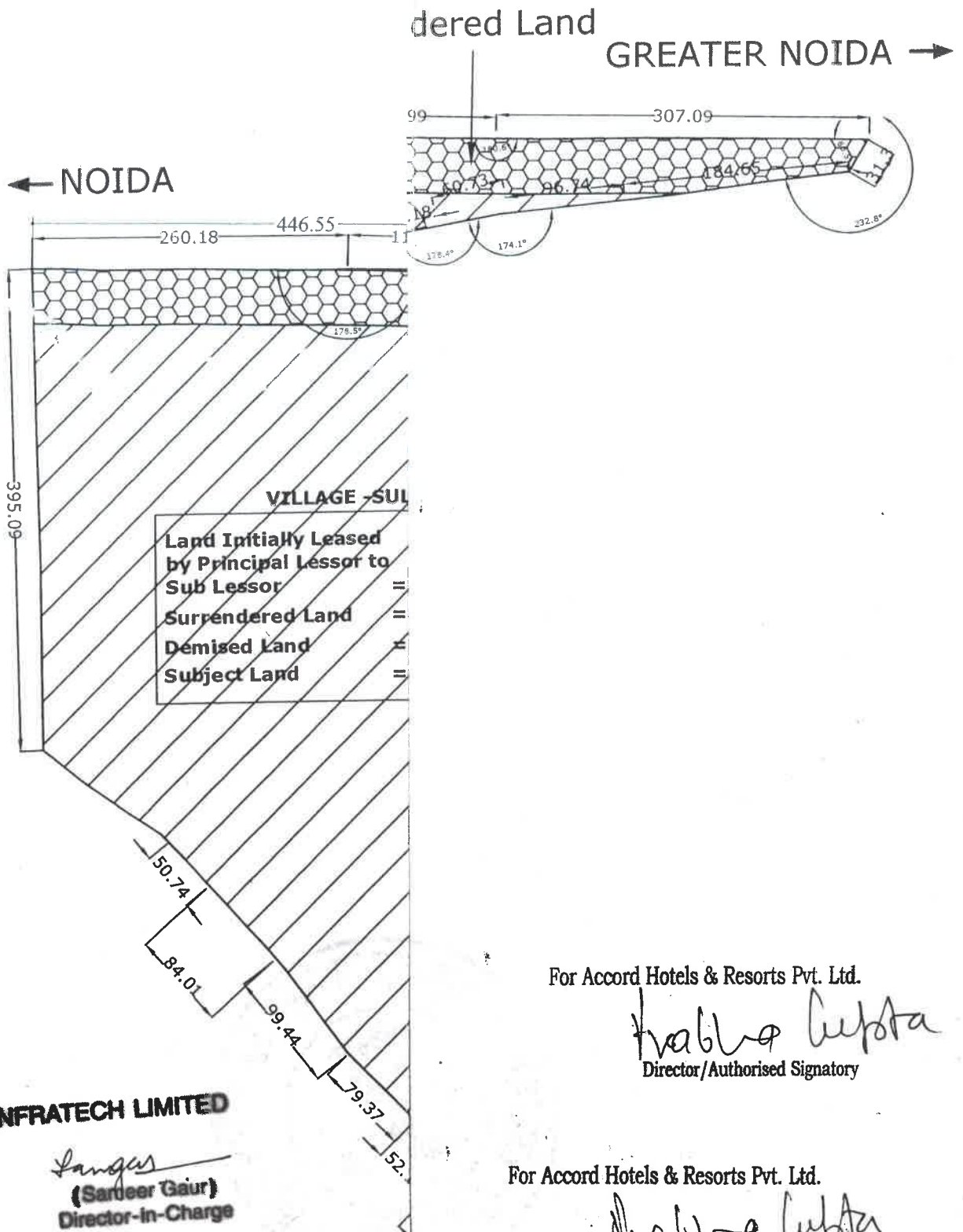
Habiba Lyfta
Director/Authorised Sign

For Accord Hotels & Resorts Pvt. Ltd.

Habiba Lyfta
Director/Authorised Signatory



405



For JAYPEE INFRATECH LIMITED

Sangar
(Sameer Gaur)
Director-in-Charge

For JAYPEE INFRATECH LIMITED

Sangar
(Sameer Gaur)
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

habiba Gupta
Director/Authorised Signatory

For Accord Hotels & Resorts Pvt. Ltd.

habiba 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



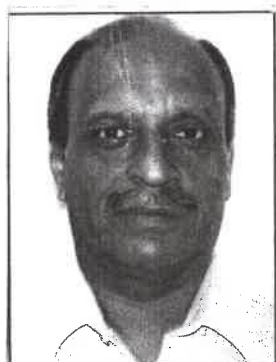
For and on behalf of
Accord Hotels and Resorts Private Ltd.


Prabha Gupta
Director



WITNESS:

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2.

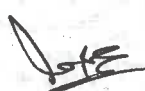
1.




2.


CASHOK KHERA
S/o Sh. O.P. Khera
125, Sector 14
Faridkot

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

New Okhla Industrial Development Authority

Main Administrative Building

Sector-06, Noida-201301, Uttar Pradesh

Website: www.noidaauthorityonline.com

Online Building Plan Approval System (OBPAS)

Date : 16-10-2024

From

The Chief Executive Officer,
New Okhla Industrial Development Authority,
NOIDA Uttar Pradesh

To

MAX ESTATES 128 PRIVATE LTD
TS - Max House,1,Dr Jha Marg,Okhla,New Delhi-110020

Sir / Madam,

With reference to your application no. **2024/09/25/11321** dated **2024-09-25 06:39:33** for grant of sanction of revised Group Housing building plan for **plot no. - 02, block no. TS, in Sector - 128, NOIDA U.P,Total Proposed Area-156410.64,Proposed Ground Coverage-7304.25 ,Proposed FAR-83707.266,Permissible Ground Coverage-14163.970,Permissible FAR-84737.890,.** It is to inform that the sanction request is being conceded by the Noida Authority under the following conditions mentioned below for your ready reference.

1. This sanction is granted under the provision of the New Okhla Industrial Development Area Building regulations-2010 (As Amended).
2. The validity of the Sanction plan shall be for five years from the date of sanction or the time mentioned for completion of construction in the lease deed or the time extension granted by the concerned property department, whichever is earlier.
3. After completion of the construction, allottee have to apply for occupancy certificate within validity period along with necessary documents as mentioned in the Apendix-9 (Checklist 9A) of the New Okhla Industrial Development Area Building regulations-2010 (As Amended).
4. If demanded by the Authority, allottee shall be liable to pay charges for the provision of any further facilities/development/improvement.
5. A copy of the sanction drawing and letter shall always be kept at site and shall be made available to any officer of the Authority on demand.
6. No addition/alteration is permitted in the sanctioned drawings. For any changes, prior permission is required from the Authority.
7. Allottee and Architect shall be responsible for carrying out the work in accordance with the provision of the New Okhla Industrial Development Area building regulation-2010 (As Amended).
8. Allottee shall be required to follow the terms & condition as mentioned in various NOC's issued by different organization of State/Central Government from time to time.
9. No activities/Use shall be permitted in the premises other than as prescribed in Broucher / Allotment letter/Lease deed.
10. Building shall not be occupied before getting completion certificate from the Authority.
11. If there is any dispute arises related with ownership of the property, it would be sole responsibility of the owner.
12. During construction period, building material shall be placed in such a way that no traffic movement should be blocked.
13. The allottee has to follow all directions/ orders issued by National Green Tribunal/ Code/Commissions from time to time
14. No parking of any kind shall be permitted outside premises and adjoining road of the plot.
15. No ground water shall be allowed to extract for construction of the building, without prior permission of Central Ground Water Authority.
16. Provision of Rain Water Harvesting and solid waste Management shall be made as per norms.
17. At the time of completion of project, Service shall be provided as per norms in service floor otherwise area of service floor shall be counted in main FAR.
18. Allottee has to take STP water from NOIDA Authority for building construction.

19. The construction work will be started only after getting Environmental NOC under relevant act. (If Applicable).
20. The construction work beyond the height of 30 mtrs. Shall be done after getting NOC from Airport Authority (If Applicable)
21. The conditions mentioned in the sanctioned letter dated 07-09-2024 issued by NOIDA Authority shall be strictly followed.

The details of Floor wise proposed area is as follows:

PLOT AREA- 40468.5
PERMISSIBLE GROUND COVERAGE- **14163.970**
PROPOSED GROUND COVERAGE- **7304.25**
PERMISSIBLE FAR- **84737.890**
PROPOSED FAR- **83707.266**
No. of DWELLING UNITS-
TOTAL PROPOSED AREA- (FAR+NON FAR)- **156410.64**

Yours Faithfully,

For New Okhla Industrial Development Authority

Ishtiyak

Ahmed
(Ishtiyak Ahmed)

GM (Planning)

Digitally signed by
Ishtiyak Ahmed
Date: 2024.10.16
12:10:59 +05'30'

नवीन ओखला औद्योगिक विकास प्राधिकरण

भवन प्रकोष्ठ एवं वास्तुकला व नियोजन विभाग
मुख्य प्रशासनिक भवन, सैक्टर-6, नौएडा, जि. गौतमबुद्ध नगर

पत्र सं० नौएडा/मु०वा०नि०/2023/ 4383

दिनांक

22-10-2024

सेवा में,

उ०प्र० भू-सम्पदा विनियामक प्राधिकरण
राज्य नियोजन संस्थान (नवीन भवन)
कालाकांकर हाऊस, पुराना हैदराबाद,
लखनऊ - 226007

विषय:- उ०प्र० भू-सम्पदा विनियामक प्राधिकरण (उ०प्र० रेरा) में परियोजना (नाम) Estate 128 - II
जिला Gautam Budha Nagar के पंजीकरण हेतु प्राप्त आवेदन पत्र ID1254613 पर आख्या
उपलब्ध कराने विषयक ।

महोदय,

कृपया उपरोक्त विषयक अपने पत्र सं० 1910243/यू०पी०-रेरा/तक.सेल/2024-25,
दिनांक 19.10.2024 का संदर्भ ग्रहण करने का कष्ट करें ।

उपरोक्त के सम्बन्ध में अवगत कराना है कि ग्रुप हाउसिंग भूखण्ड सं० TS-02,
सैक्टर - 128, नौएडा (क्षेत्रफल 40,468.56 वर्ग मी० के भवन मानचित्र प्राधिकरण के नियोजन
विभाग द्वारा ऑनलाइन एप्लीकेशन सं० 2024/09/25/11321, दिनांक 25.09.2024 के क्रम में
दिनांक 16.10.2024 को M/s Max Estates 128 Pvt. Ltd., के पक्ष में ऑनलाइन स्वीकृत किये
गये है ।

वरिष्ठ प्रबन्धक (नियोजन)
नौएडा

पत्रांक : वाई0ई0ए0 / सम्पत्ति / LFD / SDZ / 4870 / 2024

दिनांक : 13 / 02 / 2024

सेवा में,

अपर मुख्य कार्यपालक अधिकारी,
नवीन ओखला औद्योगिक विकास प्राधिकरण,
मुख्य प्रशासनिक भवन, सेक्टर-6, नोएडा-201301,

महोदय,

कृपया अवगत कराना है कि मै0 मैक्स एस्टेट्स 128 प्रा0लि0 के पत्र दिनांक 17.08.2023 के क्रम में प्राधिकरण की 79वीं बोर्ड बैठक दिनांक 29.01.2024 की मद सं0-79/40 में मै0 एकार्ड होटल्स एण्ड रिसार्ट प्रा0लि0 परिवर्तित नाम मैक्स एस्टेट्स 128 प्रा0 लि0 के भूखण्ड सं0-TS-02 at Jaypee Greens Wish Town Sector-128, Noida, Area-10 Acre के सापेक्ष अतिरिक्त एफ0ए0आर0 क्रय किये जाने के सम्बन्ध में प्रस्ताव प्राधिकरण संचालक मण्डल के समक्ष प्रस्तुत किया गया है जिसपर संचालक मण्डल द्वारा निम्नानुसार निर्णय लिया गया है :-

“संचालक मण्डल द्वारा प्रस्ताव पर सम्यक विचारोपरान्त यह पाया कि चूंकि संदर्भित प्रकरण एल0एफ0डी0-01 नौएडा से सम्बन्धित है, अतः यमुना एक्सप्रेसवे परियोजना के कंसैशन एग्रीमेन्ट में उल्लिखित प्राविधानों के अन्तर्गत इस क्षेत्र में नौएडा प्राधिकरण के बिल्डिंग बाई-लॉज अनुमन्य होंगे।
अतः ऐसी दशा में नौएडा प्राधिकरण की नीति के अनुसार मै0 मैक्स एस्टेट्स 128 प्रा0लि0 को नौएडा प्राधिकरण द्वारा पर्चेजेबल एफ0ए0आर0 उपलब्ध कराया जाये।”


उपरोक्त के क्रम में सन्दर्भित प्रकरण पर यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण के संचालक मण्डल के निर्णय के अनुपालन में नियमानुसार अग्रिम कार्यवाही करना चाहें।

भवदीय,

प्रबन्धक (सम्पत्ति)

प्रतिलिपि :-

M/S MAX ESTATES 128 PVT.LTD.
R/O MAX HOUSE, 1, DR. JHA MARG,
OKHLA, NEW DELHI-110020, INDIA.


13/02/2024
प्रबन्धक (सम्पत्ति)

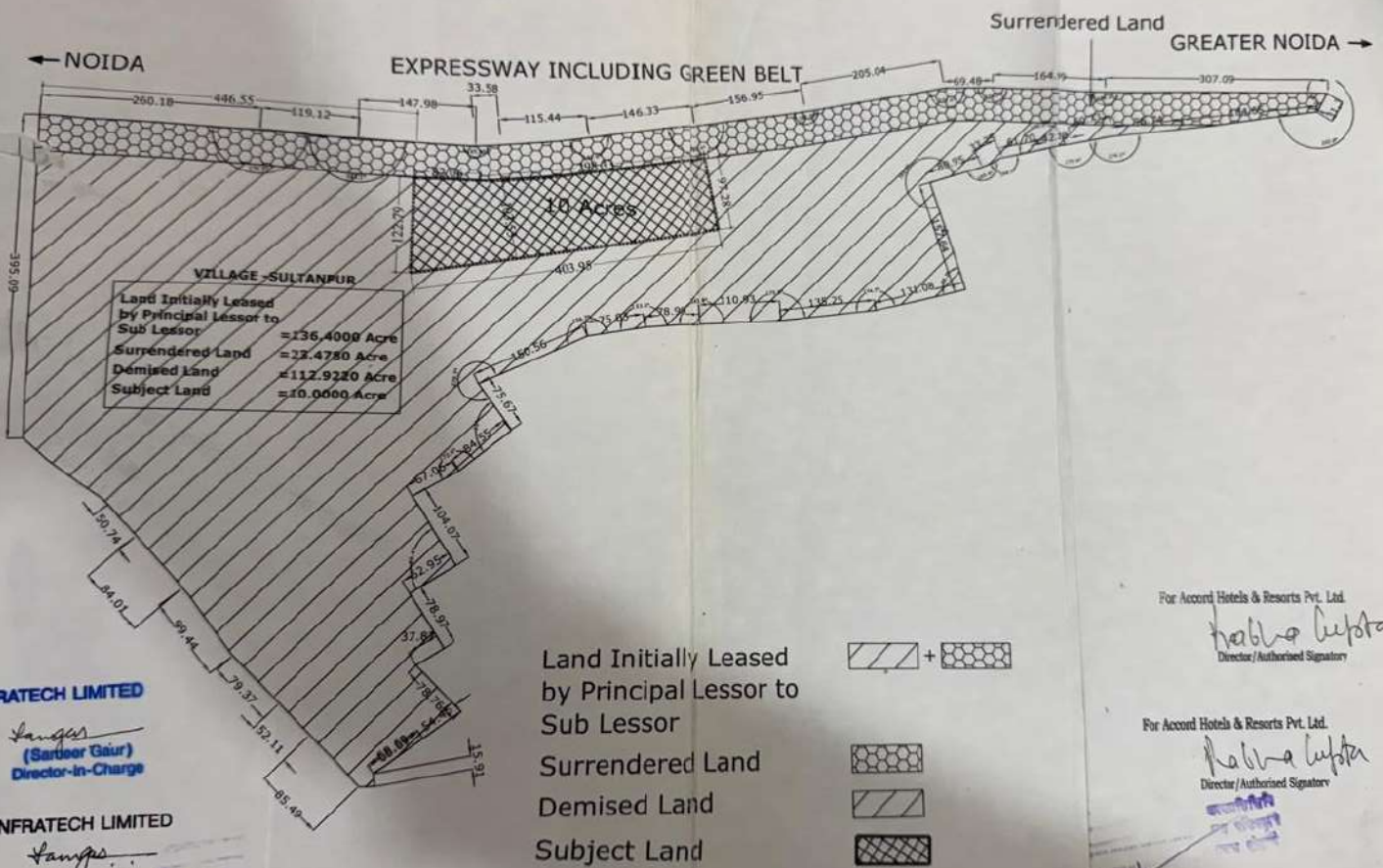
यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

प्रथम तल, कॉमर्शियल कॉम्प्लेक्स, ब्लॉक-पी-2, सेक्टर ओमेगा-1, ग्रेटर नौएडा सिटी - 201308, गौतमबुद्धनगर (उ0प्र0)

दूरभाष न0 - 0120 - 2395153, फैक्स न0 - 0120 - 2395150

SCHEDULE-I : Land Plan

405



JAYPEE INFRA TECH LIMITED

Sangeet
 (Sangeet Gaur)
 Director-in-Charge

For JAYPEE INFRA TECH LIMITED

Sangeet
 (Sangeet Gaur)
 Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

Habiba Gupta
 Director/Authorised Signatory

For Accord Hotels & Resorts Pvt. Ltd.

Habiba Gupta
 Director/Authorised Signatory

NOTE:-
 ALL DIMENSIONS ARE IN M

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

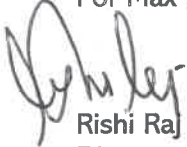
CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF MAX ESTATES 128 PRIVATE LIMITED HELD ON AUGUST 28, 2024

Application for Registration of Project with UP RERA

"RESOLVED THAT the consent of the Board of Directors be and is hereby accorded to file an application for registration of the Project namely 'Estate 128 - II' with the Uttar Pradesh Real Estate Regulatory Authority, Lucknow (UP RERA), in accordance with the provisions of the Real Estate (Regulation & Development) Act, 2016, and the Uttar Pradesh Real Estate (Regulation and Development) Rules, 2016.

RESOLVED FURTHER THAT Mr. Nitin Kumar Kansal and Mr. Rishi Raj, Directors of the Company, and Mr. Sanjeev Ailawadi and Mr. Puneet Sood, authorized signatories of the Company, be and are hereby jointly and/or severally authorized to apply, sign, submit, correct, and amend the application, documents, forms, affidavits, agreements, undertakings, FORM-B (Affidavit cum Declaration), and all other requisite documents with respect to the registration of the said Project with UP RERA."

Certified True Copy
For Max Estates 128 Private Limited



Rishi Raj
Director

DIN: 08490762

Corr. Address: Max Towers L-20 C - 001/A/1,
Sector 16B, Noida, Uttar Pradesh, India, 201301



Accepted by
Nitin Kumar Kansal
Director

DIN: 03048794

Corr. Address: Max Towers L-20 C - 001/A/1,
Sector 16B, Noida, Uttar Pradesh, India, 201301

Corporate Office: Max Tower, L-20, C - 001/A/1, Sector- 16B, Noida, Gautam Buddha Nagar,
Noida UP 201301