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उत्तर प्रदेश UTTAR PRADESH

LEASE DEED



580793

This Deed of Lease is made on this 24th day of Sept. 2009

Between

Yamuna Expressway Industrial Development Authority (YEA) [Name changed from Taj Expressway Industrial Development Authority vide GoUP Notification No. 1165/77-4-08-65 N/08 Lucknow dated 11th July 2008], a statutory body constituted under the U.P. Industrial Area Development Act, 1976 and having its principal office at A-1, First Floor Commercial Complex, Sector-Beta-II, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh (India) [hereinafter referred to as "**Lessor**" which expression shall, unless repugnant to the context mean and include its administrators, successors and assigns) of One Part.

And

M/s JPSK Sports Pvt. Ltd. a company incorporated under the Companies Act, 1956, having its Registered Office at Sector - 128, Noida 201304, District Gautam Budh Nagar (U.P.), [hereinafter referred to as the "**Lessee**", which expression shall, unless repugnant to the context mean and include its successors and assigns) of Second Part.



राजेंद्र कुमार
उप मुख्य कार्यपालक अधिकारी
यमुना एक्सप्रेसवे-वे औ० वि० प्राधिकरण
सेक्टर-बीटा-II, ग्रेटर नोएडा



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J P SK Sports Pvt Ltd
Sector -128 Noida



WHEREAS

1. The Lessee, in response to Notice Inviting Application by the Lessor, for development of Special Development Zone (SDZ) in the development area of Yamuna Expressway Industrial Development Authority (YEA) had applied for development of SDZ with SPORTS as Core Activity, and
2. The Lessor, allotted to the Lessee SDZ Sector No 25 with SPORTS as Core Activity for development of the SDZ vide letter No YEA/48/2009 dated 24.02.2009 (the Allotment Letter attached hereto as SCHEDULE-I) on the terms and conditions contained in the said Allotment Letter, which interalia, include allotment of approx 311.2641 Hectares land in Villages – Mathurapur, Mustafabad, Atta Gujran, Bela Kalan, and Aurangpur in Tehsil Sadar, District Gautam Budh Nagar (U.P.) for a period of 90 years on lease at premium of Rs 941.59 per sq.m. excluding External Development charges plus lease rent @ 2.5% per annum of premium.
3. The Lessor in part discharge of its obligations under the said Allotment Letter, hereby agrees to provide on lease and the Lessee hereby agrees to take on lease, 74.6251 hectares of land in **Village Atta Gujran, Tehsil Sadar, Distt. Gautam Budh Nagar (U.P.)** (Hereinafter referred to as the Demised Land) for development of SDZ, more particularly detailed in SCHEDULE-II attached hereto, on terms and conditions contained in these presents.

I. **NOW THEREFORE THIS LEASE DEED WITNESSETH AS UNDER AND THE PARTIES THERETO AGREE AS FOLLOWS:**

- (1) The Lessor is the lawful owner of 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 the Map) is attached as SCHEDULE- III hereto.
- (2) In consideration of the payment of the rent hereunder reserved and of the covenants and conditions on the part of the Lessee, hereinafter


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उप मुख्य कार्यपालक अधिकारी
यमुना एक्सप्रेस-वे औ. वि. प्राधिकरण
सेक्टर-बीटा-II, ग्रेटर नोएडा



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पट्टा विलेख

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प्रतिफल मालिकता ओसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग
श्री/श्रीमती अनिल कुमार सिंह प्रतिनिधि यमुना एक्सप्रेस-वे ओ0वि0प्रा0 द्वारा राजेन्द्र :
पुत्र / पत्नी श्री

पेशा नौकरी

निवासी स्थायी यमुना एक्सप्रेस-वे ओ0वि0प्रा0 बीटा ग्रेटर नौएछा

अस्थायी पता

ने यह लेखपत्र इस कार्यालय दिनांक 25/9/2009 समय 8:46PM

बजे निबन्धन हेतु पेश किया।



राजेश तिवारी

उप निबन्धक गौ0बुद्धनगर
सदर

25/9/2009

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

पट्टा दाता

श्री/श्रीमती अनिल कुमार सिंह

प्रतिनिधि श्री यमुना एक्सप्रेस-वे ओ0वि0प्रा0 द्वारा

राजेन्द्र कुमार सिंह

पुत्र/पत्नी श्री

पेशा नौकरी

पट्टा गृहीता

श्री/श्रीमती पी0एन0कुमार

प्रतिनिधि श्री मै0जेपीएसके स्पोर्ट्स प्रा0लि0द्वारा समीर

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पुत्र/पत्नी श्री रामदास

पेशा नौकरी

निवासी 7 दक्षिण मार्ग डी0एल0एफ0 फेस-2 गुडगांव
हरियाणा



contained, the Lessor doth hereby demise unto the Lessee all that piece and parcel of the Demised Land containing by admeasurement 74.6251 Hectares in Village Atta Gujran, Tehsil Sadar, Distt. Gautam Budh Nagar (U.P.) more particularly described in SCHEDULE-II hereto together with all and singular liberties, privileges, rights, easements and appurtenances thereto AND also the structure and buildings hereafter to be erected thereon TO HOLD the Demised Land unto the Lessee for the term of (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 @ 2.5% of premium per annum in advance (the "Rent Amount") commencing from the month of Sept 2009. The Lessee has paid to the Lessor Rs 58,61,66,328.00 (Rupees fifty eight crores sixty one lacs sixty six thousand three hundred twenty eight only) towards 20% of premium amount vide pay order No. 036363 dated 25 May 2009 drawn on Axis Bank Ltd., Sector -18, Noida, (U.P.) for 311.2641 Hectares land which includes 74.6251 Hectares of the Demised Land details of which are set out in the SCHEDULE-II hereto, the receipt whereof the Lessor doth hereby acknowledges. The balance 80% of the Premium shall be paid in 20 half yearly installments alongwith interest on reducing balance @ prevailing SBI PLR. The first half yearly installment mentioned above shall fall due after 180 days from the date of issue of Allotment Letter, in accordance with the provisions of Allotment letter dated 24.02.2009.

- (4) The Lessee shall plan the development of SDZ by adhering to land use percentages mentioned herein below :-

	% of total area of SDZ
A. Core Activity (including road & open space)	not less than 35%
B. Other Activities	
i) Commercial	not more than 20%
ii) Institutional and amenities	not less than 5%

राजेश कुमार
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यमुना एक्सप्रेस-वे औ. वि. प्राधिकरण
सेक्टर-बीटा-4, ग्रेटर नोएडा



ने निष्पादन स्वीकार किया।
निनकी पहचान थी अशोक खेड़ा
पुत्र थी ओ०पी० खेड़ा
पेशा चौकरी

निवासी 125 सी०-14 फरीदाबाद
व थी अतुल कुमार अग्रवाल (अधिवक्ता)
पुत्र थी
पेशा वकालत
निवासी ग्रैंटर नौएडा
ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।




राजेश तिवारी
उप निबन्धक गौ० बुद्धनगर
सदर
25/9/2009



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|------|---|---------------|-----|
| iii) | Roads, open and other circulation areas | not less than | 25% |
| iv) | Residential including group housing
and plotted Development area | not less than | 15% |

Subject to the above provisions, the Lessee shall have exclusive right to determine the purpose for which the Demised Land will be used and also the allocation of area of such Demised Land for different uses. The Lessee shall also be free to decide whether the portion 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 license basis. The Lessee shall be entitled to modify the Demised Land or part thereof as per the layout plan(s) approved by the relevant authorities. In case land for development of SDZ is allotted to the Lessee in parts, the Lessee shall be entitled to amalgamate/ merge the said parts of the allotted land at one location.

- (5) 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 the Lessor or of any other relevant authority. The sub-Lessee(s) 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 small 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).

राजेश कुमार
उपर नुसार कार्यवाहीक अधिकारी
महानगर पंचायत-वे.डी. वि. प्रशासन
सेक्टर-बोटा-३, ग्रेटर नोएडा



पट्टा दाता

Registration No 11625

Year : 2009

Book No. 1

0101 अनिल कुमार सिंह प्रतिनिधि यमुना एक्सप्रेस-वे ऑटोविप्रा0 द्वा

यमुना एक्सप्रेस-वे ऑटोविप्रा0 बीटा गेटर नीएडा
नौकरी



It is hereby further clarified that the total Rent Amount payable by the Lessee and various sub-Lesseees/ transferees shall be to the maximum extent of @ 2.5% of the premium of land being leased per year (various sub-Lesseees/ transferees paying pro-rata rent for the portion of land held by them). 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. However, for sub-lease of Core Activity land, prior permission of Lessor shall be required.

- (6) For the first transfer of land through sub-lease, no additional charges or transfer premium shall be payable by the Lessee to the Lessor or any authority. However, for subsequent transfers, additional payment shall be made to the Lessor at the rates specified by the Lessor.
- (7) Multiple renting shall be admissible to the Lessee and to the sub-lessee(s).
- (8) Admissible overall FAR on gross area of land, FAR, ground coverage, permissible height and set back etc. for various uses of land viz. residential, commercial, recreational, institutional etc. shall be as per the policy of Govt. of U.P. for Special Development Zone (SDZ) under development of Yamuna Expressway Industrial Development Authority (earlier known as Taj Expressway Industrial Development Authority) and Zoning Regulations & Building Regulations of Yamuna Expressway Industrial Development Authority as applicable from time to time.
- (9) The height of buildings will be governed by the regulations/ standards of relevant Airport Authority, as applicable.
- (10) The Lessee shall carry out the entire development in the allotted area adhering to :-
 - (i) Standards and specifications laid down in the building and other regulations of the Lessor/ relevant Indian Standards/National Code etc.
 - (ii) Master Plans and Rules & Regulations of the Lessor and other relevant authorities.


जन नुवाय मापनक-नियन्त्रण
यमुना एक्सप्रेसवे-बी सी० वि० प्राधिकरण
सेक्टर-बीटा-II, ग्रेटर नोएडा



पट्टा गृहीता

Registration No. 11625

Year : 2009

Book No. 1

0201 सी०एन०कुमार प्रतिनिधि मै०जेपीएसके स्पोर्ट्स प्रा०लि०द्वारा स

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नीकरी




- (iii) Government policies and relevant Codes of BIS/IS relating to disaster management in land use planning and construction work.

(11)

- a. The annual lease rent may be enhanced on expiry of every 30 years by an amount not exceeding 50% of the lease rent last fixed.
- b. The Allottee shall have an option to pay a lump-sum amount equivalent to 11 times of the annual lease rent i.e. 27.5% of total Premium before execution of lease deed, as ONE TIME LEASE RENT.

Note : If the Allottee chooses the option to pay lease rent annually at the time of execution of lease deed, he can subsequently exercise his option to pay one time lease rent indicated above with the prior written permission of the YEA / Lessor. In such a case the Allottee shall have to pay lease rent @ 2.5% p.a. of the total Premium till the date of exercising the option and in addition, shall pay 27.5% of the total Premium as One Time Lease Rent.

- (12) The land being transferred on lease basis can be converted in free hold in future as per the terms and conditions specified by the Lessor.
- (13) 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 lands and premises and roads for the purpose of accessing the Demised Land without detriment to the Lessor or public interest.
- (14) The Allottee can mortgage the land in favour of banks/ financial institutions/ lenders for arranging funds for implementation of project, on such terms as may be mutually agreed between Lessee, Lessor and Lenders.
- (15) Lessor shall carryout external development of the area of SDZs as expeditiously as possible. External Development Charges shall be payable by the Lessee in accordance with the provision of Allotment Letter dated 24.02.2009. Internal development of the area of SDZ shall be carried out by the Lessee.


बहुल एवमोकेन को वि. अधिकार
सेक्टर-बीटा-II, ग्रैंड नोइडा



- (16) Lessor shall identify and implement village development scheme and Abadi Extension in the area of SDZ in accordance with the terms of Allotment letter dated 24.02.2009.
- (17) The Lessor shall endeavor to help the Lessee in obtaining applicable permits, sanctions, approvals, clearances, etc. for effective enjoyment of the Demised Land.
- (18) Maintenance of External Development works for the SDZ shall be carried out by the Lessor and maintenance of works within the SDZ shall be carried out by the Lessee respectively at their own cost.
- (19) Upon written request from the Lessee, Lessor shall assist the Lessee in obtaining access to all necessary infrastructure facilities and utilities, including water, electricity, telecommunication facilities etc. at rates and on terms not less favourable to the Lessee than those generally available to the commercial customers.
- (20) Various incentives / concessions etc. shall be admissible to the Lessee as per the State Govt. policy / in law from time to time.
- (21) That the Lessee/sub-lessee(s) 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(s) 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(s) 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 authority as may be responsible for giving such electric / power connection.


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सचिव, जिला



(22) 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 legal expenses of execution of this Lease Deed including the registration charges as may be applicable.
- 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).

(23) 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.


उप मुख्य कार्यपालक अधिकारी
महानगरपालिका-१ वी० वि० प्राधिकरण
सेक्टर-बीट-३, रोटर नोपुवा



- (iii) The Lessor hereby covenants that the Lessee/sub-lessee(s) shall enjoy quiet possession of the Demised Land without disturbance by it or its successor 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.
- (24) The Lessee/sub-lessee(s) 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 Office or any officer authorized 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(s). The Lessee/sub-lessee(s) 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.
- (25) The Lessor shall have 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) right to peaceful possession and enjoyment.


राजेश कुमार
रज मुख्यालय अधिकारी
समुदाय एक्स्प्रेस-वे सी० वि० प्राधिकरण
सेक्टर-सी०-३, ग्रेटर नोएडा



- (26) The Lessor has the right to receive the lease rent annually in advance without having to issue any demand notice therefore.
- (27) Any building constructed on any portion of Demised Land (except for Core Activity) may be sub-let, by the Lessee/sub-lessee(s) subject to the terms and conditions as laid down in the bye-laws from time to time. However, the sub-lessee(s) shall follow the statutory laws/bye-laws Master Plan, Building regulations 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.
- (28) That the Chief Executive Officer of the Lessor in consultation with the Lessee may make such amendments, additions and alternations or modifications in these terms and conditions as may be mutually agreed between Chief Executive Officer and the Lessee.
- (29) The Lessee shall indemnify the Lessor against all actions, suits, claims, demands and proceedings and any loss or damage or cost or expense that may be suffered by the Lessor on account of anything done or omitted to be done by the Lessee in connection with the development of the SDZ.
- (30) The Lessor shall indemnify, defend and hold harmless to the Lessee against any and all proceedings, actions, 3rd party claims for loss, damages and expenses of whatever kind and nature arising out of defect in title and/or the rights of the Lessor in the land transferred to the Lessee.
- (31) 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 :-


उप मुख्य कार्यकारी अधिकारी
मुमुता एवम्प्रेस-वै जी० लि० प्राधिकरण
सेक्टर-बीटा-II, ग्रेटर नोएडा



- 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.
- (32) 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.
- (33) That the Lessee/sub-lessee(s) shall not display or exhibit any picture posters statuses other articles which are repugnant to the morals or are indecent or immoral. The Lessee/sub-lessee(s) 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.
- (34) All powers exercised by the Lessor under this Lease Deed may be exercised by the Chief Executive Officer of the Lessor, who may also authorize any of its other officers to exercise all or any of the power exercisable by it under this Lease Deed. A copy of such authorization shall be handed over by the Lessor to the Lessee immediately upon such authorization.
- (35) 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.
- (36) 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

समस्त कार्यवाही के लिये
पुनः पत्राचार-वे.ओ. वि. प्रबलित
संलग्न-पीछा-३, ग्रेटर नोएडा



personally shall be deemed to have been received on the 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:

Yamuna Expressway Industrial Development Authority (YEA),
A-1, First Floor Commercial Complex,
Sector-Beta-II,
Greater Noida,
Distt. Gautam Budh Nagar, Uttar Pradesh, India.

Attention : Chief Executive Officer
Telephone No. 0120-4291361, Fax : No. 0120-4291360,

(b) Notices to the Lessee to :

JPSK Sports Pvt. Ltd.
Sector - 128, Noida 201304,
Distt. Gautam Budh Nagar Uttar Pradesh

Attention : Shri Sameer Gaur (MD & CEO)
Telephone No.: 0120-4609000, Fax No.: 0120-4609025

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).

(37) This Lease Deed shall be subject to the jurisdiction of District Court at Gautam Budh Nagar or the High Court of Judicature at Allahabad.

(38) 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.

रवीन्द्र कुमार
हम मुजबूत करीबों में हैं
यमुना एक्सप्रेसवे-वे सी० डि० प्राधिकरण
सेक्टर-बीटा-II, ग्रेटर नोएडा



(39) The stamp duty chargeable in respect of instruments of transfer of land for the SDZ, by Lessor to Lessee has been waived vide Govt. of Uttar Pradesh Notification No. K.N. 5-3279/XI-2009-500 [54]- 2009 dated Lucknow August 17, 2009, attached herewith as SCHEDULE-IV read with letter No. 2922/77-3-09-50(अवस्थापना)/09टी.सी. dated 26 August, 2009, issued by the Special Secretary, IDC-3 Govt. of Uttar Pradesh attached herewith as SCHEDULE-V and accordingly, no stamp duty is payable on this Lease Deed.

IN WITNESS WHEREOF THE Lessor and the Lessee have caused these present 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 Yamuna Expressway
Industrial Development Authority by the hand of
Shri Rajendra Kumar Singh, its Dy. C.E.O.


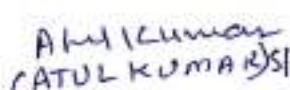

राजेंद्र कुमार
उप मुख्य कार्यवाहक अधिकारी
यमुना एक्सप्रेसवे डी० पी० प्रधिकरण
फ्लैट-बी०-१, गेट नं० ३

SIGNED AND DELIVERED by JPSK Sports Pvt. Ltd.
By the hand of Shri Sameer Gaur, its MD & CEO

For JPSK SPORTS PRIVATE LIMITED


SAMEER GAUR
MANAGING DIRECTOR & CEO

Witness:

1. 
(ASHOK KHEPRA)
S/o SH. D.P. Khepra
125, Sector 14, Faridabad.
2. 
ATUL KUMAR S/o Jagdish Prasad
C-28 sector-P-3
Greater Noida G.B. Nagar

आज दिनांक 25/09/2009 को

वही सं 1 जिल्द सं 5063

पृष्ठ सं 121 से 182 पर क्रमांक 11625

रजिस्ट्रीकृत किया गया।

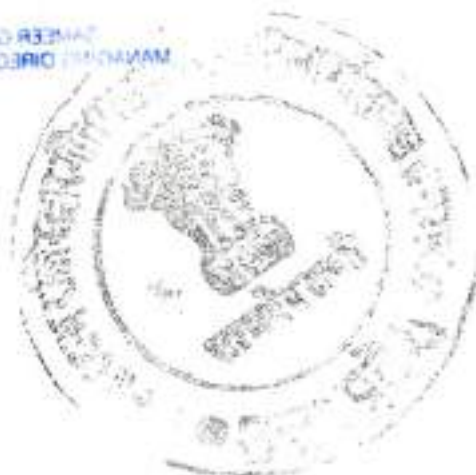

राजेश तिवारी

उप निबन्धक गौ0बुद्धनगर
सदर

25/9/2009

FOR JPSK SPORTS PRIVATE LIMITED

MANAGER DIRECTOR & CEO
JAMNAR DALIA





Yamuna Express Way Industrial Development Authority

यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण

Letter No. YEA/ 48 /2009

Dated : 24-02-2009

To,

Mr. Sameer Gaur
Managing Director
M/s. JPSK Sports Pvt. Ltd.
Sector-128, Noida 201304,
Uttar Pradesh (India)

Sub.: Allotment of Special Development Zone (SDZ) Land in Sector No.25 along Yamuna Expressway

Dear Sir,

1. Kindly refer to our letter No. YEA/1719/2008 dated 28.08.2008, vide which reservation of approximately 1000 Hectares of land was communicated to you for the development of Special Development Zone (SDZ) with SPORTS as a Core Activity. YEA is pleased to allot you the first lot of land admeasuring 311.2641 Hectares in villages Mathurapur, Mustafabad, Atta Gujran, Bela Kalan, Aurangpur, of Tehsil Sadar Distt. Gautam Budh Nagar in accordance of Annexure-I, as a part of the aforesaid about 1000 Hectares of land on the following terms and conditions:-
2. Allotment:
 - 2.1 The allotment of land would be subject to Allottee's furnishing to YEA the performance security for an amount of Rs. One Hundred Crores or USD 26 million in full or in part on pro-rata basis for land being allotted within 60 days of receipt of the letter of allotment which shall be either in the form of a bank draft drawn in favour of YEA on a schedule bank in Gautam Budh Nagar or in the form of a Bank Guarantee issued by a reputed bank acceptable to YEA, in the form as may be prescribed by YEA. If the circumstances so warrant, YEA may allow the extension of time for furnishing the performance security. The Earnest Money shall either be refunded or adjusted in requisite performance security. The performance security shall be maintained till the completion of core activity as mentioned in para 10.1 hereafter.
 - 2.2 Failure to deposit the performance security in the manner stated in para 2.1 above will result in the cancellation of the letter of allotment without any further notice and the earnest money shall stand forfeited.

यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण
सेक्टर-128-II, नोएडा





- 2.3 YEA, in its option, shall be entitled to recover from the performance security any outstanding amount required to be paid by the Allottee to YEA in accordance with the terms of allotment, if such amount is not paid by the Allottee to YEA within 30 days of the receipt of notice given by YEA. Upon recovery of any amount from the performance security by YEA, the Allottee shall forthwith and in no case later than 30 days from the date of receipt of notice in this behalf, replenish the performance security to its full extent. Non replenishment of performance security will be treated as default in payment of dues to the authority.
3. **Premium for Allotted Land:**
- 3.1 The Premium of the allotted land shall be Rs. 941.59 per sq.m. excluding External Development charges which have been specified in para 3.9 hereafter.
- 3.2 In addition to the Premium as mentioned in para 3.1 above, the Allottee shall pay lease rent @ 2.5% per annum of premium as mentioned at para 3.1 above.
- 3.3 Lease rent being charged will become due and payable w.e.f. the date of delivery of the possession of the land to the Allottee and shall be paid in advance every year.
- 3.4 In case, the land acquisition cost in whole or in part is paid by the Allottee in advance to YEA, no interest shall be paid by YEA on the amount so paid by the Allottee.
- 3.5 The Allottee shall deposit, within 90 days from the date of issue of this letter, 20% of the Premium mentioned in para 3.1 above after adjusting the earnest money, if not already adjusted against Performance Security. The balance 80% of the Premium shall be paid in 20 half yearly instalments alongwith interest on reducing balance @ prevailing SBI PLR. The first installment shall fall due after 180 days from the date of issue of Allotment Letter.
- 3.6 Extension in time for depositing the above amount may be allowed by Chief Executive Officer (CEO) of YEA in special circumstances for a maximum period of 30 days subject to payment of additional interest @ prevalent SBI PLR + 3% p.a. for the extended period.
- 3.7 All payments shall be made through demand draft drawn in favour of YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY and payable on any designated scheduled bank located in Delhi/ New Delhi/ Noida/ Greater Noida or by bank transfer.
- 3.8 Prepayment in whole or part is allowed. No rebate shall be allowed in case of prepayment. In case the Allottee opts to pay the outstanding installments in lumpsum, interest on such amount upto the date of deposit only shall be charged.

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उत्पन्न करो, नुकसान न करो
यमुना एक्सप्रेसवे-ने सी० डि० प्राधिकरण
सेक्टर-नोडा-II, ग्रेटर नोडा





3.9 In addition to the Premium for allotted land, the Allottee shall be charged external development cost, which has been presently estimated at Rs.574/- per sq.m. of allotted land excluding any levy for Metro in future which shall be charged on proportionate basis as and when demanded by YEA. Such charges would be proportionate to the area of SDZs and in consultation with allottee. The Allottee shall deposit 20% of External Development Cost within 90 days from the issue of this letter. The balance 80% of the External Development cost shall be paid in 20 half yearly installments alongwith the interest on reducing balance @prevailing SBI PLR. The first installment shall fall due after 180 days from date of issue of this allotment letter.

3.10 The annual lease rent may be enhanced on expiry of every 30 years by an amount not exceeding 50% of the lease rent last fixed.

3.11 The Allottee shall have an option to pay a lump-sum amount equivalent to 11 times of the annual lease rent i.e. 27.5% of total Premium before execution of lease deed, as ONE TIME LEASE RENT.

Note : If the Allottee chooses the option to pay lease rent annually at the time of execution of lease deed, he can subsequently exercise his option to pay one time lease rent indicated above with the prior written permission of the YEA / Lessor. In such a case the Allottee shall have to pay lease rent @ 2.5% p.a. of the total Premium till the date of exercising the option and in addition, shall pay 27.5% of the total Premium as One Time Lease Rent.

4. **Default in payment:**

- 4.1 In case of default in the payment of any dues (except the performance security) to the Authority, the Allottee would be required to pay additional interest @ prevailing SBI PLR + 3% p.a. on defaulted amount, compounded half yearly for the defaulted period.
- 4.2 In case of default, the YEA shall issue notice to the Allottee giving a maximum of 30 days time to rectify the default. Not more than three such notices shall be issued and if the default persists, even after expiry of the said notices, YEA may cancel the Allotment of land and lease deeds executed thereof without any liability on YEA.
- 4.3 Any payment made by Allottee shall first be adjusted towards the interest due, if any, and thereafter the balance shall be adjusted towards the installment or any other amount due.
- 4.4 SBI PLR, where ever mentioned in this letter, shall be taken as applicable on the due date of payment.

संलग्न प्रमाणित
सह मुख्यालय कार्यालय
समुदाय विकास-वे 300 वि. प्रमाणित
संयोजक-प्रमाणित, प्रमाणित





5. **Execution of lease deed and delivery of possession of land :**

- 5.1 311.2641 Hectares of land in various villages in Tehsil Sadar Distt. Gautam Budh Nagar as per Annexure-1 to this letter, has been acquired and possession taken by the YEA. Allottee shall be required to execute the lease deed & take physical possession of the land within 90 days from the date of issue of this letter. The date of execution of Lease Deed will be treated as the date of handing over of actual possession of the land.
- 5.2 The land allotted on lease shall be for a period of 90 years from the date of execution of Lease Deed. However, at any time before or after the expiry of the lease period, YEA on the request of Allottee may convert the lease hold land into freehold on such terms and conditions as may be specified by YEA.
- 5.3 The land being allotted shall be free of all encumbrances.
- 5.4 The land shall be used exclusively for the purpose for which it has been allotted.

6. **Land use of SDZ :**

- 6.1 The permissible breakup of the total area under SDZ for different land uses shall be as under :-

A. Core Activity-Sports		% of total area of SDZ	
(including road & open spaces)		Not less than	35%
B. Other Activities			
(i)	Commercial	Not more than	20%
(ii)	Institutional & amenities	Not less than	5%
(iii)	Roads, Open and Circulation areas	Not less than	25%
(iv)	Residential including Group Housing and Plotted development area	Not less than	15%

7. **Detailed Project Report :**

- 7.1 The Allottee shall prepare and submit a detailed project report (DPR) of the Project to the YEA within a period of 6 months from the date of issue of this allotment letter which may be suitably extended by YEA if circumstances so desire. The report shall comprise details of the proposed Core Activity, land use, implementation schedule and financial arrangements etc.
- 7.2 However, since the land has to be transferred to the Allottee in parts, therefore a concept plan for the complete site shall be submitted and detailed plan for the part land being handed over to the Allottee shall be submitted within six months from the date of possession of land.

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सेक्टर-बी०-११, ग्रेटर नोएडा





8. **Other Conditions:**
- 8.1 If the Allottee is a single party, the execution of the SDZ can be done either by itself or through a Special Purpose Vehicle (SPV) which will be its subsidiary. The status of the subsidiary shall be maintained till completion of the Core Activity and satisfactory operation of the Core Activity of the SDZ for three years after its completion as contemplated in para 10 hereinafter.
- 8.2 If the Allottee is a Joint Venture (JV) / Consortium
- (i) SPV shall be formed by the JV / Consortium members;
 - (ii) the leader and each Relevant Member(s) (who have at least 10% of the total equity) shall maintain minimum 26% and 10% of total equity respectively till satisfactory operation of the Core Activity of the Project for 3 years after its completion.
- 8.3 The Allottee shall make necessary arrangements for design, engineering, and construction of the Project.
- 8.4 The Allottee shall carry out development of SDZ, adhering to the Master plans and Rules & Regulations of YEA and other concerned authorities related to the allotted land.
- 8.5 The Allottee shall adhere to Government policies and relevant code of BIS/IS relating to disaster management in land use planning and construction works. Every care shall be taken to ensure compliance of the Environmental Protection Laws.
- 8.6 YEA shall carryout external development of the area of SDZ as expeditiously as possible.
- 8.7 Maintenance of External Development works of the SDZ shall be carried out by YEA and Development & maintenance of works within the SDZ shall be carried out by the Allottee respectively at their own cost.
- 8.8 The Allottee shall plan development of SDZ by adhering to the land use percentage mentioned in para 6. hereinabove.
- 8.9 Floor Area Ratio (FAR), ground coverage, permissible height and set back etc. for various uses of land viz. residential, commercial, recreational, institution etc. shall be as per the Zoning Regulations and Building Regulations of YEA.
- 8.10 The height of building will be governed by to the regulation/ standards of relevant Airport Authority, as applicable.


उप मुख्य कार्यपालक अधिकारी
यमुना एक्सपोर्ट-डे डी० लि० प्राधिकरण
सेक्टर-नौटा-III, ग्रेटर नोएडा





- 8.11 The Allottee shall carryout the entire development in the allotted area as per standards and specifications laid down in the building & other regulations of YEA / relevant Indian Standards/ National Code etc.

Subject to the provision of para 6.1 above, the Allottee shall be free to decide the purpose not being unlawful for which transferred land will be used. The Allottee shall also be free to decide, whether the land use shall be in the form of plots or constructed properties.

- 8.12 Subject to provision of master plan and regulation of YEA, the Allottee, in its sole discretion, shall be entitled to sub-lease, assign, relinquish, sub-let, license, transfer or part with possession of the land in whole or in parts (including the structures built thereon), except the land for Core Activity, without requiring any consent or approval of the YEA or any authority. There can be multiple sub-leases of land in smaller parts. For sub-lease / transfer of Core Activity land, if any, prior permission of YEA shall be required.
- 8.13 For the first transfer of land through sub-lease, no additional Premium or transfer charges shall be payable by the Allottee to YEA or any authority. However, for subsequent transfer, additional payment in the form of transfer charges shall be payable to YEA at such rates as may be specified by YEA from time to time.

- 8.14 Multiple renting shall be admissible to the Allottee and for the sub-lessee.

9. **Mortgage of Property :**

- 9.1 The Allottee can mortgage the land in favour of banks/ financial institutions/ lenders for arranging funds for implementation of project, on such terms as may be mutually agreed between the Allottee, YEA and the Lenders.

10. **Completion of the Project :**

- 10.1 The Allottee shall be required to complete minimum 40% of the permissible covered area of Core Activity within a period of 10 years from the date of execution of last Lease Deed for the land falling in the Core Activity area of SDZ land. However, in special circumstances Chief Executive Officer or any other officer authorized in this behalf, may grant reasonable extension for completion of the project.

11. **Village Development and Abadi extension :**

- 11.1 YEA shall identify and implement village development scheme and Abadi Extension and related issues for welfare and interest of the land owners from whom land has been acquired, the cost of which shall be payable by the Allottee to YEA. The actual land for Abadi Extension will be transferred by the Allottee to YEA. The detailed planning of Abadi Extension and execution thereof will be done by YEA.


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सेक्टर-१, प्लॉट-१, गेट-१





12. **Incentives and Concessions :**

- 12.1 The Allottee shall be eligible for such incentive and concessions as will be admissible under State Govt. policy/in law from time to time.

13. **Compliance to the Indian Laws :**

- 13.1 The Allottee shall be liable to ensure due compliance of all laws for the time being in force and applicable to the Allottee.
For the purpose of this clause the expression law would include all Central and State, ordinances, Acts, Rules and Regulations and by-laws framed under the said acts, Statutory and Administrative orders, decisions, local laws and all subordinate legislations, notifications and orders issued thereunder.

14. **State Cooperation :**

- 14.1 Without being liable or responsible for anything whatsoever, YEA shall extend full cooperation and render such assistance as may be within its competence to the Allottee for such purpose as may be necessary for the achievement of the objectives under the scheme.

15. **Permits / Approvals / Clearances :**

- 15.1 It shall be the responsibility of the Allottee to obtain applicable permits, sanctions, approvals, clearances from Government agencies, local bodies or other concerned authorities. YEA shall endeavor to help the Allottee to the extent possible in obtaining such permits, sanctions, approvals, clearances.

16. **Indemnification :**

- 16.1 The Allottee shall indemnify YEA against all actions, suits, claims demands and proceedings and any loss or damage or cost or expense that may be suffered by YEA on accounts of anything done or omitted to be done by the Allottee in connection with the development of the SDZ.

17. **Force Majeure :**

- 17.1 In case of any force majeure condition, which continue for more than one year, and prevents YEA and / or the Allottee to perform its obligations, YEA and the Allottee shall discuss and mutually decide the action to resolve the situation resulting from such force majeure condition.

18. **Reservation of Rights :** The YEA, being an organ of the State, hereby reserve unto itself such powers and authority to issue such directions/ instructions to the Allottee from time to time as are considered necessary in the National interest or in the interest of overall welfare of the society or the industrial health of SDZ.


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संलग्न-१००-१, गेट नं. १





19. **Power to Amend** : Chief Executive Officer of the YEA can modify/ alter/ amend/ add any terms and conditions of the allotment as may be reasonably necessary and do not have material financial implications.

20. **General**

20.1 For the purposes of interpretation of any word or terms and conditions, the decision of the Chief Executive Officer of the YEA shall be binding on the Allottee.

20.2 Any dispute between LESSOR and the Lessee and sub-lessee(s)/ transferee(s) shall be subject to the territorial jurisdiction of the Court of District Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Allahabad.

20.3 All notices, orders and other documents required under the terms of allotment / lease etc shall be governed by the provisions of the U.P. Industrial Area Development Act, 1976 and the Rules & Regulations made thereunder

21. **Payment Schedule**

Area in Ha	Area in Sqm.	Rate (Rs.)/Sqm	Total Amount (Rs.)
Land Cost			
311.2641	3,112,641	941.59	2,930,831,640.00
External Development Cost			
311.2641	3,112,641	574.00	1,786,655,934.00
Total			4,717,487,574.00

Allotment Money (20%) 943,497,515.00

Balance 80% payable in 20 half yearly installments 3,773,990,059.00

Payment Plan for balance 80% Amount

Sl. No.	No. of installments	Due date	Balance Principal	Installment
1.	1st Installment	23.08.2009	3,773,990,059.00	188,699,503.00 + interest *
2.	2 nd Installment	23.02.2010	3,585,290,556.00	188,699,503.00 + interest *
3.	3 rd Installment	23.08.2010	3,396,591,053.00	188,699,503.00 + interest *
4.	4 th Installment	23.02.2011	3,207,891,550.00	188,699,503.00 + interest *
5.	5 th Installment	23.08.2011	3,019,192,047.00	188,699,503.00 + interest *
6.	6 th Installment	23.02.2012	2,830,492,544.00	188,699,503.00 + interest *
7.	7 th Installment	23.08.2012	2,641,793,041.00	188,699,503.00 + interest *
8.	8 th Installment	23.02.2013	2,453,093,538.00	188,699,503.00 + interest *
9.	9 th Installment	23.08.2013	2,264,394,035.00	188,699,503.00 + interest *
10.	10 th Installment	23.02.2014	2,075,694,532.00	188,699,503.00 + interest *
11.	11 th Installment	23.08.2014	1,886,995,029.00	188,699,503.00 + interest *
12.	12 th Installment	23.02.2015	1,698,295,526.00	188,699,503.00 + interest *
13.	13 th Installment	23.08.2015	1,509,596,023.00	188,699,503.00 + interest *

प्रमाणित किया जाता है
यमुना एक्सपोर्ट क्षेत्र विकास प्राधिकरण
संयुक्त-संयुक्त, प्रवेश नगर





14.	14 th Installment	23.02.2016	1,320,896,520.00	188,699,503.00 + interest *
15.	15 th Installment	23.08.2016	1,132,197,017.00	188,699,503.00 + interest *
16.	16 th Installment	23.02.2017	943,497,514.00	188,699,503.00 + interest *
17.	17 th Installment	23.08.2017	754,798,011.00	188,699,503.00 + interest *
18.	18 th Installment	23.02.2018	566,098,508.00	188,699,503.00 + interest *
19.	19 th Installment	23.08.2018	377,399,005.00	188,699,503.00 + interest *
20.	20 th Installment	23.02.2019	188,699,502.00	188,699,502.00 + interest *

* Note: Interest shall be paid on reducing balance @ prevailing SBI PLR as applicable on the due date of payment.

You are requested to proceed further towards obtaining the possession of the land as mentioned in this allotment letter as per the terms and conditions contained hereinabove. Please acknowledge the receipt of this allotment letter.

SP
9/1/2019

(Rajendera Kumar Singh)

Dy. Chief Executive Officer

Yamuna Expressway Industrial Development Authority

Encl. : Annexure-I

सचिव यमुना
एन एक्स प्रोपर्टीज प्राइवेट लि.
प्लॉट-ए-1, गेट-1, चंडर नगर



DESCRIPTION OF DEMISED LAND AND ITS ACQUISITION COST

VILLAGE: ATTA GUJRAN			TEHSIL: SADAR		DISTT: GAUTAM BUDH NAGAR (U.P)	
Sl. No.	KHASRA No.	AREA (IN HECTARE)	AREA (IN ACRES)	SECTOR		REMARKS
1	447M	0.0177		Sector - 25		
2	448M	0.0698				
3	449M	0.1361				
4	454M	0.2633				
5	455	0.1950				
6	456M	0.0332				
7	466M	0.2438				
8	467M	0.2073				
9	470M	0.4975				
10	473 M	0.9854				
11	474	0.2660				
12	476	0.6480				
13	477	0.2770				
14	478	0.1590				
15	479	0.1670				
16	480	0.2420				
17	481	0.2250				
18	482	0.2330				
19	483	0.4030				
20	484	0.3940				
21	485	0.4030				
22	486	0.4120				
23	487	0.4050				
24	488	2.9280				
25	489	0.5940				
26	490	0.5450				
27	492	0.7360				
28	493	0.6760				
29	494	0.8470				
30	495	2.3010				
31	496	0.6280				
32	497	0.8240				
33	501	0.6440				
34	505	0.3590				
35	506	0.3400				
36	507	0.3970				
37	508	0.4200				
38	509	0.5710				
39	510	0.5820				
40	511	1.4180				
41	512	0.4580				
42	513	0.6720				

राजेश कुमार
 जिला एवं सत्राधीन अधिकारी
 जिला एवं सत्राधीन क्षेत्रीय प्रशासन
 गौतम-बुद्ध-नगर, गौतम बुद्ध नगर



DESCRIPTION OF DEMISED LAND AND ITS ACQUISITION COST

VILLAGE: ATTA GUJRAN			TEHSIL: SADAR		DISTT: GAUTAM BUDH NAGAR (U.P)	
Sl. No.	KHASRA No.	AREA (IN HECTARE)	AREA (IN ACRES)	SECTOR	REMARKS	
43	514	2.9190		Sector - 25		
44	516	4.4710				
45	517	0.6770				
46	518	0.3320				
47	519	0.4200				
48	520	0.4460				
49	521	0.3240				
50	522	1.6380				
51	523	0.8920				
52	525	0.1930				
53	526	0.1950				
54	527	0.1960				
55	528	0.1960				
56	529	0.9080				
57	530	0.9090				
58	531	0.9060				
59	532	0.6650				
60	536	0.8050				
61	537	0.8500				
62	538	0.4930				
63	539	2.9590				
64	540	0.1600				
65	541	0.1600				
66	542	0.1600				
67	545	2.5850				
68	546	1.4170				
69	548M	0.3450				
70	549	0.5630				
71	550	0.5600				
72	551	0.7940				
73	552	0.1770				
74	553	0.3550				
75	554	1.8180				
76	555	0.2980				
77	557	2.6850				
78	558	0.6250				
79	559	0.3300				
80	560	0.1320				
81	563	1.9800				
82	564	0.8990				
83	565	0.4120				
84	566	2.4760				

समस्त अधिकारी
यस्य कार्यक्षेत्र में
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DESCRIPTION OF DEMISED LAND AND ITS ACQUISITION COST

VILLAGE: ATTA GUJRAN			TEHSIL: SADAR		DISTT: GAUTAM BUDH NAGAR (U.P)	
Sl. No.	KHASRA No.	AREA (IN HECTARE)	AREA (IN ACRES)	SECTOR	REMARKS	
85	567	2.7280		Sector - 25		
86	568	3.8420				
87	570	1.3090				
88	571	3.2530				
89	572	0.3450				
Total		74.6251	184.32			
Acquisition Cost : Rs 70,26,62,479.00 (Rupees seventy crores twenty six lacs sixty two thousand four hundred seventy nine only)						


 राधोनाथ कुमार
 उप मुख्य कार्यपालक अधिकारी
 समुदाय परामर्शदाता-वे सी० वि० प्राधिकरण
 चण्डीगढ़-पिंडी-३, रोड नं० ३३



संख्या-2922/77-3-09-50(अवस्थापना)/09टी.सी.

प्रेषक,

मारकण्डेय सिंह,
विशेष सचिव,
उOप्रO शासन ।

सेवा में,

अध्यक्ष एवं मुख्यकार्यपालक अधिकारी,
यमुना एक्सप्रेस-वे विकास प्राधिकरण,
ग्रेटर नौएडाऔद्योगिक विकास अनुभाग-3

लखनऊ : दिनांक 26 अगस्त, 2009

विषय:- मे.जेपीएसके स्पोर्ट्स प्रा. लि. को यमुना एक्सप्रेस-वे औद्योगिक विकास प्राधिकरण की एस.डी. जेड.परियोजना में सेक्टर-25 में आवंटित 1000 हेक्टेयर भूखण्ड हेतु स्टाम्प ड्यूटी में छूट दिये जाने के सम्बन्ध में।

महोदय,

उपर्युक्त विषयक अपने पत्र संख्या-वाई.ई.ए./210/2009, दिनांक 19.08.2009 का सन्दर्भ ग्रहण करने का कष्ट करें जिसमें शासन को यह अवगत कराया गया है कि यमुना एक्सप्रेस-वे औद्योगिक विकास प्राधिकरण द्वारा मेसर्स जे.पी.एस.के.स्पोर्ट्स प्रा.लि. को एस.डी.जेड. परियोजना हेतु 1000हेक्टेयर का भूखण्ड सेक्टर-25 में आवंटित किया गया है, जोकि 500 हेक्टेयर से अधिक होने के कारण बृहद स्तर की परियोजना की श्रेणी में आता है। इस एस.डी.जेड. में कोर एक्टिविटी स्पोर्ट्स है। मेसर्स जे.पी.एस.के.स्पोर्ट्स प्रा.लि. द्वारा सेक्टर-25 में विकसित की जा रही उपरोक्त एस.डी.जेड. परियोजना आर्थिक मंदी के दृष्टिगत बृहद स्तर की विकास परियोजनाओं के लिए करों/शुल्कों/लेवीज आदि में छूट/सुविधाओं के सम्बन्ध में शासन द्वारा जारी नीति दिनांक 22.05.2009 द्वारा आच्छादित है।

2. उपर्युक्त सन्दर्भ में मुझे यह कहने का निदेश हुआ है कि कर एवं निबन्धन अनुभाग-5, उ.प्र. शासन की अधिसूचना संख्या-क.नि.-5-3279/22-2009-500(54)/2009, दिनांक 17 अगस्त, 2009 के प्रस्तर-(क) एवं (ख) की अपेक्षानुसार यह प्रमाणित किया जाता है कि यमुना एक्सप्रेस-वे औद्योगिक विकास प्राधिकरण द्वारा मेसर्स जे.पी.एस.के.स्पोर्ट्स प्रा.लि. को एस.डी.जेड. परियोजना हेतु 1000हेक्टेयर का भूखण्ड सेक्टर-25 में आवंटित किया गया है, जोकि 500 हेक्टेयर से अधिक होने के कारण बृहद स्तर की परियोजना की श्रेणी में आता है। मेसर्स जे.पी.एस.के.स्पोर्ट्स प्रा.लि. द्वारा सेक्टर-25 में विकसित की जा रही उपरोक्त एस.डी.जेड. परियोजना आर्थिक मंदी के दृष्टिगत बृहद स्तर की विकास परियोजनाओं के लिए करों/शुल्कों/लेवीज आदि में छूट/सुविधाओं के सम्बन्ध में औद्योगिक विकास अनुभाग-3 के शासनादेश संख्या-1820/77-3-09-286एन/07, दिनांक 22 मई, 2009 द्वारा जारी नीति से आच्छादित है तथा विकासकर्ता मेसर्स जेपीएसके स्पोर्ट्स लि. उक्त नीति के अधीन स्टाम्प शुल्क से छूट पाने का हकदार है।

भवदीय,
(मारकण्डेय सिंह)
विशेष सचिव।

संख्या- (1)/77-3-09-तदुदिनांक

उपर्युक्त की प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित :-

1. प्रमुख सचिव, कर निबन्धन विभाग, उ.प्र. शासन
2. मेसर्स जेपीएसके स्पोर्ट्स प्रा.लि., जेए हाउस, बसंत लोक, बसंत विहार, नई दिल्ली-110057.

आज्ञा से,

(मारकण्डेय सिंह)
विशेष सचिव।

उप मुख्य कार्यपालक अधिकारी
यमुना एक्सप्रेस-वे औ. वि. प्राधिकरण
सेक्टर-नौएडा-4, ग्रेटर नौएडा



UTTAR PRADESH SHASAN
KAR EVAM NIBANDHAN ANUBHAG-5

The Governor is pleased to order the publication of the following English translation of the Government notification no. K.N.5- 3279 / XI- 2009-500(54)-2009 dated August 17, 2009 for general information :-

NOTIFICATION

No.K.N.5-3279/XI-2009-500(54)-2009

Dated Lucknow August 17, 2009

In exercise of the powers under clause (a) of sub section (1) of section 9 of the Indian Stamp Act, 1899 (Act no.2 of 1899) as amended from time to time in its application to Uttar Pradesh the Governor is pleased to remit with effect from the date of publication of this notification in the Gazette the Stamp duty chargeable in respect of the instruments of transfer of lands executed by the Industrial Development Corporation, Uttar Pradesh Awas Vikas Parishad and all development authorities in Uttar Pradesh in favour of, developers of the large and medium scale Integrated Development Projects covered by the policy of economic recession under G.O. NO 1820/77-3-09-286N/7 dated 22 May, 2009 issued by the Industrial Development Department of Government of Uttar Pradesh subject to following conditions:-

- (a) The Principal Secretary/Secretary of concern department or his nominee not below the rank of Special Secretary shall certify that Project falls under the said policy and the developer entitled to remission of stamp duty thereunder. A certificate to this effect will be produced at the time of registration of instrument.
- (b) The remission of stamp duty shall be admissible only to the developer of the project, but in case of large scale projects, the remission of stamp duty shall be admissible on the first instrument of transfer of land executed by developer in favour of sub-lessee permitted by State Government for core economic activity. The certificate in this respect will also be issued by concerned department

उत्तर प्रदेश सरकार
उद्योग विकास विभाग
प्रमुख कार्यालय-वे.डी.ओ. वि. प्रभिकरण
सेक्टर-बीटा-4, ग्रेटर नोएडा



(c) Any project in which remission or reduction has already been given prior to this notification need not be reviewed.

(d) Any stamp duty which has been paid on any instrument shall not be refunded.

(e) Certificate of remission be issued by concerned department only after production of Bank Guarantee by the allottee /developer/ sub-lessee to recover revenue losses if the project is not implemented

EXPLANATION:

For the purposes of this notification :-

(1) "Large scale projects" means projects having area of five hundred hectare or above.

(2) "Medium scale projects" means projects having area of one hundred hectare or above up to five hundred hectare .

By Order,

(Desh Deepak Verma)
Pramukh Sachiva.

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उत्तर प्रदेश शासन
कर एवं निबन्धन अनुभाग-5
संख्या-क0नि0-5-3279/11-2009-500(54)-2009
लखनऊ दिनांक 17 अगस्त, 2009

अधिसूचना

उत्तर प्रदेश में अपनी प्रवृत्ति के सम्बन्ध में यथा संशोधित भारतीय स्टाम्प अधिनियम, 1899 (अधिनियम संख्या 2, सन् 1899) की धारा 9 की उपधारा (1) के खण्ड (क) के अधीन प्रवृत्ति का एहोपत्र करने के सम्बन्ध में उत्तर प्रदेश द्वारा शासनादेश संख्या-1820/77-3-09-286एन/7, दिनांक 22 मई, 2009 द्वारा निर्गत आर्थिक मंदी नीति से आच्छादित वृहद् एवं मध्यम स्तर की समेकित विकास परियोजनाओं के सम्बन्ध में औद्योगिक विकास निगम, उत्तर प्रदेश आवास विकास परिषद एवं उत्तर प्रदेश के सभी प्राधिकरणों द्वारा विकासकर्ता के पक्ष में निष्पादित लिखतों पर विज्ञप्ति के गजट में प्रकाशन के दिनांक से प्रभार्य स्टाम्प शुल्क से निम्न शर्तों के अधीन छूट प्रदान करते हैं:-

- (क) सम्बंधित विभाग का प्रमुख सचिव/सचिव या उसके द्वारा नाम निर्दिष्ट व्यक्ति जो विशेष सचिव के स्तर से कम न हो, यह प्रमाणित करेगा कि परियोजना उपरोक्त नीति से आच्छादित है और विकासकर्ता उक्त नीति के अधीन स्टाम्प शुल्क से छूट प्राप्त करने का हकदार है। लिखत के रजिस्ट्रीकरण के समय इस आशय का एक प्रमाण-पत्र प्रस्तुत किया जायेगा।
- (ख) प्रभार्य स्टाम्प-शुल्क में छूट केवल परियोजना के विकासकर्ता को अनुमत्त होगी, परन्तु वृहद् स्तर की परियोजना के मामले में स्टाम्प शुल्क से छूट विकासकर्ता द्वारा राज्यसरकार द्वारा अनुमत उप पट्टेदार के पक्ष में कोर आर्थिक गतिविधि के लिये निष्पादित भूमि अन्तरण की प्रथम लिखत पर भी प्राप्त होगी। इस सम्बन्ध में सम्बंधित विभाग द्वारा भी प्रमाण-पत्र जारी किया जायेगा।
- (ग) ऐसी परियोजनाओं जिनके सम्बन्ध में इस अधिसूचना के पूर्व छूट या कमी मिल चुकी है, उनकी समीक्षा नहीं की जायेगी।
- (घ) किसी लिखत पर पहले से ही संदत्त किसी स्टाम्प शुल्क को वापस नहीं किया जायेगा।
- (ङ) यदि परियोजना का क्रियान्वयन न हो तो राजस्व हानि की प्रतिपूर्ति करने के लिए सम्बंधित विभाग द्वारा स्टाम्प शुल्क छूट सम्बन्धी प्रमाण-पत्र

राज्य सरकार
उप मुख्य सचिव/सचिव
संयुक्त सचिव-वे की० वि० प्राधिकरण
सेक्टर-बी०-1, ग्रेटर नोएडा



आवंटी/निकासकर्ता/उपपट्टेदार द्वारा बैंक गारण्टी प्रस्तुत करने पर ही जारी किया जायेगा।

स्पष्टीकरण

इस अधिसूचना के प्रयोजन के लिए -

- (1) "वृहद स्तरीय परियोजना" का तात्पर्य 500 हेक्टेअर क्षेत्रफल या उससे अधिक क्षेत्रफल की परियोजना से है।
- (2) "मध्यम स्तरीय परियोजना" का तात्पर्य 100 हेक्टेअर या उससे ऊपर 500 हेक्टेअर तक परियोजना से है।

आज्ञा से,

(देश दीपक वर्मा)

प्रमुख सचिव।

राजेश कुमार
चम प्रमुख कार्यपालक अधिकारी
पशुधन विकास विभाग, वी० पी० प्रविकरण
सेक्टर-वी०-३, गेट नं० ३



संख्या- 3279 (1)/11-5-2009-500(54)/2009 तददिनांक:
प्रतिलिपि हिन्दी तथा अंग्रेजी, अधिसूचना की प्रति सहित संयुक्त निदेशक, राजकीय
मुद्रणालय, ऐशबाग, लखनऊ को इस आशय से प्रेषित कि वे इसे दिनांक/7.8.09 के
असाधारण गजट के भाग-4 के खण्ड (ख) में अवश्य प्रकाशित करा दें और
तत्पश्चात गजट की दो सौ प्रतियां महानिरीक्षक निबन्धन, उत्तर प्रदेश, इलाहाबाद
और एक सौ प्रतियां शासन के इस विभाग को उपलब्ध कराने का कष्ट करें।

आज्ञा से,
(वीरेन्द्र प्रताप सिंह)
विशेष सचिव

संख्या-3279 (2)/11-5-2009-500(54)/2009 तददिनांक:

प्रतिलिपि निम्नलिखित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित-

(1) महानिरीक्षक निबन्धन एवं औद्योगिक विकास विभाग, औद्योगिक विकास विभाग, लखनऊ
प्रदेश शासन।

- (2) प्रमुख सचिव, औद्योगिक विकास विभाग, उत्तर प्रदेश शासन।
- (3) प्रमुख सचिव, आवास एवं शहरी नियोजन विभाग, उत्तर प्रदेश शासन।
- (4) प्रमुख सचिव, कृषि विभाग, उत्तर प्रदेश शासन।
- (5) प्रमुख सचिव, नगर विकास विभाग, उत्तर प्रदेश शासन।
- (6) प्रमुख सचिव, पंचायती राज विभाग, उत्तर प्रदेश शासन।
- (7) मुख्य कार्यपालक अधिकारी, नोएडा, ग्रेटर नोएडा, गौतमबुद्ध नगर।
- (8) आयुक्त स्टाम्प, उत्तर प्रदेश, इलाहाबाद/शिविर लखनऊ को इस अपेक्षा से
कि वे अपने समस्त सम्बन्धित अधीनस्थों को तदनुसार अनुपालन सुनिश्चित करने
हेतु निर्देश निर्गत करें।
- (9) आवास आयुक्त, उत्तर प्रदेश आवास एवं विकास परिषद, 104 महात्मा गांधी
मार्ग, लखनऊ।
- (10) निदेशक, सूडा, नवचेतना भवन, अशोक मार्ग, लखनऊ।
- (11) प्रबन्ध निदेशक, उत्तर प्रदेश राज्य औद्योगिक विकास निगम, लखनपुर, कानपुर
नगर।
- (12) निदेशक, उद्योग निदेशालय, कानपुर नगर।
- (13) समस्त मण्डलायुक्त, उत्तर प्रदेश।
- (14) समस्त जिलाधिकारी, उत्तर प्रदेश।
- (15) सूचना निदेशक, उत्तर प्रदेश, सूचना निदेशालय, लखनऊ।
- (16) अधिशासी निदेशक, उद्योग बन्धु, 12 सी माल एवेन्यू, लखनऊ।
- (17) शासकीय हस्तान्तरक, न्याय विभाग, उत्तर प्रदेश शासन।
- (18) विधायी अनुभाग-1, उत्तर प्रदेश शासन।

आज्ञा से,
(वीरेन्द्र प्रताप सिंह)
विशेष सचिव।

सचिव, मुख्य कार्यपालक अधिकारी
समुदाय विकास-वे.ओ. वि० प्रधिकरण
सैक्टर-बी-1, ग्रेटर नोएडा

