SUB - LEASE DEED

THIS SUB - LEASE DEED is made on this $\frac{24}{2}$ day of $\frac{26}{2}$ day of $\frac{26}{2}$ at Noida.

BY AND BETWEEN

M/S. JAYPEE INFRATECH LIMITED, a company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at Sector – 128, Noida – 201304, U.P. (hereinafter referred to as the "Sub-Lessor" or "JIL"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives of the "FIRST PART".

AND

M/S. Gaursons Realtech Pvt Ltd, a company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at D-25, Vivek Vihar, Delhi-110095 (hereinafter referred to as the "Sub-Lessee"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives of the "SECOND PART".

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

WHEREAS

The Government of U.P. constituted the Taj Expressway Industrial Development Authority, vide GoUP Notification No. 697 / 77 – 04 – 2001 – 3 (N)/2001 dated 24th April, 2001 under the U.P. Industrial Area Development Act 1976, (name changed to Yamuna Expressway Industrial Development Authority (hereinafter referred to as the

For Gaureone Realizable Pot. Ltd.

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दिनांक 9/1/2014

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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह येक्वि) उपनिबन्धक सदर

गौतमबुद्धनग्र 9/1/2014

निष्पादन लेखपत्र वाद सुनने व सुनिझने\मजमून व प्राप्त धनराशि रू प्रलेखानंसार उक्त

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ने निष्पादन स्वीकार किया ।

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एच-168 गामा-2 ग्रेंटर नोएडा

निवासी व श्री

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प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादचे) उपनिंबन्धक सदर गौतमबुद्धनग 9/1/2014

"Lessor" or "YEA") vide GoUP Notification No. 1165 / 77 – 04 – 08 – 65N / 08 Lucknow dated 11th July, 2008), presently having its principal office at 1st Floor, Commercial Complex, Block-P-2, Sector-Omega-1, Greater Noida, District Gautam Budh. Nagar–201308, U.P. for anchoring development of Taj Expressway (renamed as the Yamuna Expressway vide GoUP Notification No. 1165/77-04-08-65N/08 Lucknow dated 11th July 2008) Project which, *inter alia*, includes construction of six-lane, 160 Km long Yamuna Expressway with service roads and associated facilities connecting Noida and Agra (hereinafter referred to as the "Expressway").

AND by an agreement dated 7th February 2003, termed as the "Concession Agreement" between Taj Expressway Industrial Development Authority, and Jaiprakash Industries Ltd. (subsequently name changed to Jaiprakash Associates Ltd.),("JAL"), the "Concessionaire" was granted concession for arrangement of finances, design, engineering, construction and operation of the Expressway, and to collect and retain toll from the vehicles using the Expressway during the term of the "Concession Period", which is 36 (thirty six) years commencing from the date of commercial operation of the Expressway plus any extensions thereto, in accordance with the Concession Agreement.

AND In terms of provisions of the Concession Agreement and the directives of YEA, the then Concessionaire i.e. "JAL", incorporated a Special Purpose Vehicle, namely Jaypee Infratech Limited ("JIL") for the implementation of the Expressway project. All the rights and obligations of JAL under the Concession Agreement were transferred to JIL by an Assignment Agreement dated 19.10.2007 duly executed by and amongst YEA, JIL and JAL followed by Project Transfer Agreement dated 22.10.2007 executed between JAL and JIL and therefore JIL is now the Concessionaire.

AND in terms of the provisions of the **Concession Agreement** to fulfill its obligations, **YEA** agreed to transfer on lease to **JIL** 25 (twenty five)



For Gaursons Realtech Pvt, Ltd.

Authorised Signatory

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Registration No.:

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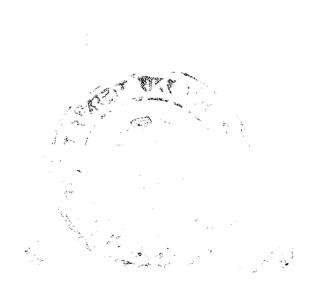
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million square meters of land for commercial, amusement, industrial, institutional and residential development at five or more locations along the **Expressway**, including 5 (five) million square meters of land at Noida/Greater Noida.

AND Lessor, in part discharge of its obligations under the Concession Agreement for transfer of land for development, has earmarked 548.7635 Hectares of land at Mirzapur land parcel (hereinafter referred to as the "Subject Land") and has already transferred land admeasuring 529.3918 Hectares to JIL on lease for a period of ninety years through various lease deeds, the details of which are provided in Annexure – I attached hereto (hereinafter referred to as the "Lease Deeds") and necessary action is being taken by YEA to transfer balance 19.3717 Hectares of land to JIL.

AND YEA granted unfettered rights in favour of JIL to sub-lease the whole or any part of the Subject 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 Subject Land or part thereof to any person in any manner whatsoever, without requiring any consent or approval of YEA or of any other relevant authority.

AND JIL submitted Master Plan for Land Use, and Layout plan and other relevant plans for the development of the **Subject Land** admeasuring 548.7635 Hectares earmarked by **YEA** in respect to Mirzapur land parcel. **YEA** had earlier accorded "in principle" approval of the said plans and thereafter on obtaining various other clearances, the aforesaid plans have again been submitted by **JIL** to **YEA** for final approval and the same are under consideration of **YEA**.

AND on the premises and on the request of the **Sub-Lessee**, the **Sub-Lessor** has agreed to sub lease a plot of land in the **Subject Land** admeasuring 2,02,850.00 square metre (approximately 50.00 acres)

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For Gaursons Realtech Pvt. Ltd.

Authorised Signatory

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any re-enactment or modification thereof for the time being in force and its decision shall be final and binding. The venue of arbitration shall be at Gautam Budh Nagar. The proceedings of arbitration shall be in English.

- 44. This Sub-Lease Deed shall be construed and interpreted in accordance with and governed by the laws of Union of India.
- 45. The local Court of Gautam Budh Nagar, Uttar Pradesh and Hon'ble High Court of Judicature at Allahabad shall have exclusive jurisdiction over all matters arising out of or relating to this **Sub-Lease Deed**.

IN WITNESS WHEREOF the Parties 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 the within named Jaypee Infratech Ltd.

SIGNED AND DELIVERED BY the within named Gaursons Realtech Pvt Ltd

For Gaursons Resitech Pvt. Ltd.

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(Authorized Signatory)

WITNESSES:

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Dip Kunos SI. Torbe Poeal H-168- Marce- 2 Kr. N. Aallas SI. Apolul Dels 5. H-168-varra- 2 M. N Enclosures: Annexure –I: Details of Lease Deeds.

Annexure-II: Schedule of Property

Annexure-III : Location Plan



धारा-32 भारतीय स्टाम्प अधिनियम का प्रमाणक (वाद संख्या-156/2013-14)

धारा—31, भारतीय स्टाम्प अधिनियम,1899 के सुसंगत प्राविधानों के अन्तर्गत मैसर्स—गौडसन्स रियलटेक प्राईवेट लिमिटेड द्वारा प्रस्तुत आलेख में वर्णित सम्पत्ति ग्रुप हाउसिंग भूखण्ड, स्थित सेक्टर—19,यमुना एक्सप्रेस—वे औद्योगिक विकास प्राधिकरण, क्षेत्रफल—202850 वर्गमीटर के सम्बन्ध में आवश्यक विधिक कार्यवाही करने के उपरान्त, उपरोक्त वर्णित सम्पत्ति की कुल बाजारू कीमत कलेक्टर स्टाम्प/अपर जिलाधिकारी(वि0/रा0)गौतमबुद्धनगर के आदेश दिनॉक 02 जनवरी, 2014 द्वारा अंकन—2,57,31,95,000/—रूपये अवधारित की गयी थी, जिसपर धारा—17 सपठित अनुच्छेद—23, अनुसूची—1ख, भारतीय स्टाम्प अधिनियम,1899 तथा उत्तर प्रदेश स्टाम्प(सम्पत्ति का मूल्याकन) नियमावली,1997 के सुसंगत प्राविधानों के अन्तर्गत अंकन—12,86,59,750/—रू० का स्टाम्प शुल्क देय पाया गया था जिसे इस लेखपत्र पर विधिपूर्वक पूर्ण अदा कर दिया गया है । अतएव यह लेखपत्र यथा विधि स्टाम्पित है।

जमा धनराशि का विवरण:--

1-ई-स्टाम्प सर्टिफिकेट नं0-IN-UP 00204395779572L dt. 27-12-2013

Rs. 12,50,00,000 / -(अंकन बारह करोड पचास लाख रू०)बैंक ऑफ बडोदा,से0-62,नोएडा । 2-ई-स्टाम्प सर्टिफिकेट नं0-IN-UP 00211018492360N dt. 04-01-2014

 $\mathbf{Rs.}$ 36,60,000 / - (अंकन छत्तीस लाख साठ हजार रू0)बैंक ऑफ $_{h}$ बड्रोदा,से0-62,नोएडा ।

For Gaursons Realtech Pvl. Ltd.

लेक्टर स्टाम्प / अपर जिलाधिकारी(विo / राo) गौतमबुद्धनगर ।

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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव) उपनिबन्धक सदर गौतमबुद्धनगर 9/1/2014



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Government of Uttar Pradesh

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Account Reference

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Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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GAURSONS REALTECH PVT LTD

Article 23 Conveyance

50 ACRES LAND PARCEL OF SEC-19 JAYPEE SPORTS CITY(E)

CERTIFICATE LOC

YAMUNA EXPRESSWAY INDUS. DEV. AUTH. G.B. NAGAR

250.00.00.000

(Two Hundred Fifty Crore only)

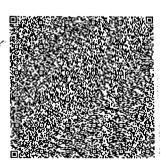
JAYPEE INFRATECH LIMITED

GAURSONS REALTECH PVT LTD

GAURSONS REALTECH PVT LTD

12.50.00.000

(Twelve Crore Fifty Lakh only)







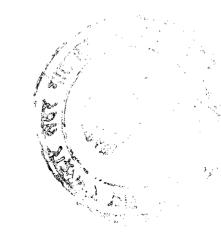


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Government of Uttar Pradesh

e-Stamp

Certificate No.

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Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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SUBIN-UPUPBOBBK0200236078397714M

GAURSONS REALTECH PVT LTD

Article 23 Conveyance

50 ACRES LAND PARCEL OF SEC-19 JAYPEE SPORTS CITY(E)

YAMUNA EXPRESSWAY INDUS. DEV. AUTH. G.B. NAGAR

(Seven Crore Thirty Two Lakh only)

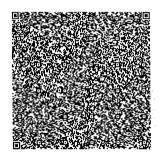
JAYPEE INFRATECH LIMITED

GAURSONS REALTECH PVT LTD

GAURSONS REALTECH PVT LTD

36,60,000

(Thirty Six Lakh Sixty Thousand only)



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For GAURSONS REALTECH PVT. LTD.

WTHORISED SIGNATORY

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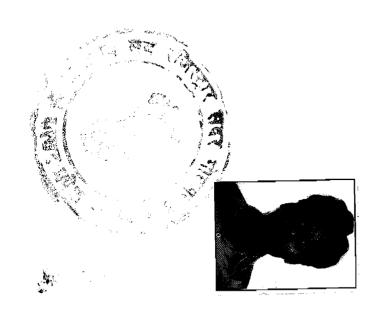
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(hereinafter referred to as the "Demised Plot") for the least remaining period of Lease Deeds i.e. upto 15.09.2099, to Sub-Lessee for a consideration of Premium of Rs. 250,00,00,000/- (Rupees Two hundred fifty crores only) on the mutually agreed terms and conditions contained in this "Sub-Lease Deed".

AND the **Demised Plot** is more specifically described in the Schedule of Property (**Annexure-II**) and Location Plan (**Annexure - III**) attached hereto.

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

- 1. The Sub-Lessor, being the lawful lease holder of the Demised Plot, is competent to sub-lease the same to the Sub-Lessee in consideration of the payment of Premium of Rs. 250,00,00,000/-(Rupees two hundred fifty crores only) which has already been paid by the Sub-Lessee to the Sub-Lessor, the receipt of which the Sub-Lessor admits and acknowledges, and hereby transfers, conveys and assigns all its rights, title and interest in the Demised Plot in favour of the Sub-Lessee.
- 2. The **Sub-Lessor** has delivered the actual physical vacant possession of the **Demised Plot** to the **Sub-Lessee** and the **Sub-Lessee** has taken possession of the **Demised Plot**, subject to the covenants and conditions on the part of the **Parties** stated hereinafter together with privileges, rights, easements and appurtenances for the period upto 15.09.2099.
- Upon execution of this Sub Lease Deed, the Sub-Lessor shall furnish a copy of the Sub Lease Deed to YEA.
- 4. Sub-Lessee shall pay to the Lessor, lease rent of the Demised Plot for the entire period of sub lease @ Rs.100.00 (Rupees one

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For Gaursons Realtech Pvt. Ltd.

Authorised Signatory



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hundred only) per hectare per year or at such other rate as may be fixed by the **Lessor** or any other competent Authority. The lease rent shall be paid by the **Sub-Lessee** every year in advance without the **Lessor** or the **Sub-Lessor** being required to issue any demand notice therefor, to the **Sub-Lessee**.

- 5. The **Sub-Lessee** has inspected and satisfied itself regarding the site, the layout plans, ownership records, the **Lease Deeds** and other documents relating to the title and all other details of the **Demised Plot** that the **Sub-Lessee** considers relevant for the transaction contemplated herein.
- 6. The Sub-Lessee has satisfied itself about the right, title and capacity of the Sub-Lessor to deal with the Demised Plot and the Subject Land and has understood all the limitations and obligations thereof.
- 7. The **Demised Plot** is being leased to the **Sub-Lessee** on the terms and conditions stated herein subject to the provisions of the **Lease Deeds**.
- 8. The **Sub-Lessee** shall have right to sub-lease the whole or any part of the **Demised Plot** whether developed or undeveloped; by way of plots, or constructed properties; on leave and license; or otherwise dispose off its interest in the **Demised Plot** or part thereof, to any person as per rules, regulations and directions of **YEA**.
- 9. The Sub-Lessee shall be entitled to transfer the Demised Plot or the buildings constructed on the Demised Plot in full or in parts on further sub-lease(s) within the terms of this Sub-Lease Deed. The Sub-Lessee or its subsequent sub lessees for all such transfers shall follow the procedure, as may be specified by YEA and/or the Sub-Lessor before executing any subsequent sub lease deeds and such transfers shall always be subject to the applicable laws, byelaws, regulations, duties, taxes, levies etc payable to any authority /body/agency as the case may

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For Gaursons Realtech Pvt_Ltd

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be. The **Sub-Lessee** or the subsequent sub-lessees as the case may be shall notify to the **YEA** and the **Sub-Lessor** the details of such sub-leases and provide copies of such transfer/sub-lease deeds to the **YEA** and the **Sub-Lessor** or any other authority as may be specified by **YEA** and/ or the **Sub-Lessor**.

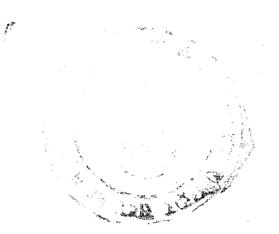
- 10. It shall be permissible for the **Sub-Lessee** to provide for multiple renting of the buildings constructed on the **Demised Plot**.
- 11. The **Sub-Lessee** shall have the right of way to the roads adjoining the **Demised Plot** and shall be entitled to enter upon such roads for the purpose of accessing the **Demised Plot** in so far as it is not detrimental to the **Sub-Lessor** or **YEA** or public interest.
- 12. The land use of the **Demised Plot** at Master Plan level shall be as per **YEA**'s approval of the Land Use Plan of Mirzapur Land Parcel submitted by **Sub-Lessor** to **YEA** which provides the following;
 - i) Master Plan Commercial 11.77% of Demised Plot area
 - ii) Master Plan Residential 82,97% of Demised Plot area
 - iii) Master Plan Recreational -01.40 % of Demised Plot area
 - iv) Master Plan Roads 03.86% of Demised Plot area
- 13. The Sub-Lessee shall be entitled to carry out the development of Demised Plot as permitted by the YEA and applicable laws, Rules and Building Regulations, adhering to:-
 - a. Standards and Specifications laid down in the Rules & Building Regulations and other Regulations of YEA / relevant Indian Standards/National Code etc.
 - b. Applicable Master Plans and Rules & Regulations of **YEA** and other relevant authorities.
 - c. Government policies and relevant Codes of BIS/IS relating to disaster management in land use planning and construction work.



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For Gaursons Realtech Pvt. Ltd.

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- d. All other applicable and relevant laws, including but not limited to labour and environmental laws.
- 14. The Floor Area Ratio (FAR), ground coverage, height and setbacks etc. in respect of various activities in the Demised Plot shall be governed by the applicable YEA Rules and Building Regulations. As regards overall FAR on the **Demised Plot**, the **Sub-Lessee** shall be entitled to a maximum FAR of 150 on Demised Plot on the same principles as may be applied for the **Subject Land** without any cost or liability on the **Sub-Lessor**. In case of admissibility of overall FAR on the Subject Land including the **Demised Plot** in excess of 150 due to any reason, the **Sub-Lessee** shall also be entitled to such increased FAR on payment of additional charges to the Sub-Lessor as may be fixed by the Sub-Lessor whose decision shall be final, binding and conclusive, in addition to the payment of charges to YEA as may be fixed by YEA.
- 15. The Building drawings and relevant details for construction on the **Demised Plot** shall be subject to the approval of **YEA** for which the **Sub-Lessee** shall follow the procedure as may be prescribed by **YEA** from time to time. However, if necessary, the **Sub-Lessor** may, at request of the **Sub-Lessee**, endeavor to help the **Sub-Lessee** in obtaining applicable permits, sanctions, approvals, clearances, etc., from **YEA** for effective enjoyment and construction on the **Demised Plot**, without being responsible and/or liable for the same in any manner.
- 16. The Sub-Lessee shall accept variations, deletions, additions, alterations, modifications in the relevant plans made either by the Sub-Lessor as it deems fit and proper or by or pursuant to requirement of YEA which alterations may involve changes, including change in the surroundings of the Demised Plot, change in the number and height of the surrounding buildings,



For Gaursons Realtech Pvt. Ltd.

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change in the nature of usage of the surrounding buildings etc. on the **Subject Land** and the **Sub-Lessee** shall be bound by such variations, deletions, additions, alterations and modifications etc. provided it does not affect any change in the location and area of the **Demised Plot**.

- 17. The **Sub-Lessee** shall be required to obtain all necessary sanctions / permits approvals etc. from relevant authorities with regard to the **Demised Plot** and all activities thereon in its own name in accordance with the applicable laws and regulations of **YEA** and / or other relevant authorities.
- 18. The **Sub-Lessee** shall, at its own cost, keep the **Demised Plot**, the construction raised thereon, partitions, pipes and appurtenances thereto or belonging thereto, in good state and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the constructed property on or pertaining to the **Demised Plot** are not damaged or jeopardized in any manner whatsoever.

19.

a) The **Sub-Lessee** shall make it's own arrangements for storm water drainage, water supply and sewerage connection directly with the concerned Authority. However for electric power supply, **Sub-Lessee** shall take bulk connection at the main receiving station of **Sub-Lessor** as and when available to the **Sub-Lessor**. **Sub-Lessor**, at the request of **Sub-Lessee** shall establish and maintain the electric supply line upto the edge of the **Demised Plot** on chargeable basis from **Sub-Lessee**. The **Sub-Lessee** shall also bear the proportionate charges as may be incurred by **Sub-Lessor** for arranging the electric power connection from relevant authority till the main receiving stations of the **Sub-Lessor**.



For Gaureone Reallech Pvl. Ltd.

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For Gaursons Realtech Pvt. Ltd

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The External Development Charges ("EDC") for providing any peripheral trunk services w.r.t. the Demised Plot are being paid by the Sub-Lessor to Lessor @ Rs.574/- per Sqm. of leased land area as per YEA's present directions, payable as initial payment of 10% within 90 days of transfer of land and balance in twenty half yearly equal installments with interest on reducing balance at SBI PLR prevailing from time to time. Six out of twenty installments of the said external development charges including interest have already been paid by the Sub-Lessor and balance installments including interest in respect of land area of the Demised Plot shall be paid by Sub-Lessee to YEA as per details given below:.

SI. No	Due Date	EDC Amount Outstanding (Rs.)	EDC Payable by Sub-Lessee (Rs.)	Remarks
1	14.06.2013	73,172,363	3,162,289	Plus Interest on reducing outstanding balance at SBI PLR prevailing from time to time effective from 11.03.2013. (Outstanding balance on 11.03.2013-Rs. 73,172,363/-).
2	01.09.2013	70,010,074	2,064,307	
3	14.12.2013	67,945,767	3,162,289	
4	01.03.2014	64,783,478	2,064,307	
5	14.06.2014	62,719,171	3,162,289	
6	01.09.2014	59,556,882	2,064,307	
7	14.12.2014	57,492,575	3,162,289	
8	01.03.2015	54,330,286	2,064,307	
9	14.06.2015	52,265,979	3,162,289	
10	01.09.2015	49,103,690	2,064,307	
11 .	14.12.2015	47,039,383	3,162,289	
12	01.03.2016	43,877,094	2,064,307	



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For Gaureone Realtach Pvt. Ltd

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SI. No	Due Date	EDC Amount Outstanding (Rs.)	EDC Payable by Sub-Lessee (Rs.)	Remarks
13	14.06.2016	41,812,787	3,162,289	
14	01.09.2016	38,650,498	2,064,307	
15	14.12.2016	36,586,191	3,162,289	
16	01.03.2017	33,423,902	2,064,307	
17	14.06.2017	31,359,595	3,162,289	
18	01.09.2017	28,197,306	2,064,307	
19	14.12.2017	26,132,999	3,162,289	
20	01.03.2018	22,970,710	2,064,307	
21	14.06.2018	20,906,403	3,162,289	
22	01.09.2018	17,744,114	2,064,307	
23	14.12.2018	15,679,807	3,162,289	
24	01.03.2019	12,517,518	2,064,307	
25	14.06.2019	10,453,211	3,162,289	
26	01.09.2019	7,290,922	2,064,307	
27	14.12.2019	5,226,615	3,162,289	
28	01.03.2020	2,064,326	2,064,326	

In the event there is an increase in **EDC** in future for providing any such peripheral trunk services including metro rail etc. and any additional/enhanced demand for EDC is levied on the Sub-Lessor by YEA, the same shall be passed on to the Sub-Lessee, in relation to the area of the Demised Plot. The Sub-Lessee's share of such additional/enhanced EDC shall be computed by the Sub-Lessor on the basis of the area of the **Demised Plot** and total area of the Subject Land and accordingly the demand shall be raised on the Sub-Lessee. The Sub-Lessee shall be under an obligation to promptly make the payment of such demand of additional / enhanced EDC to the Sub-Lessor which in any case shall not be later than 15 days from the receipt of the demand from the Sub-Lessor. The delay in payment by the Sub-



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Lessee of the demanded additional / enhanced EDC will entail an interest of 12% per annum. The failure to make such payment by the Sub-Lessee will be a default of the Sub-Lessee under the Sub-Lease Deed and Sub-Lessor shall have the right to take appropriate action to recover the said demand.

- C) Apart from the above, the Sub-Lessee shall pay all taxes (including municipal taxes), other charges and rates levied or to be levied in future by YEA or any local or other authority of Central or State Govt. in respect of the **Demised Plot** from the date of execution of this Sub-Lease Deed. In case any demand is received by the **Sub-Lessee** in respect of unpaid/unsatisfied claims/charges/dues respect of the **Demised Plot** for the period up to the date of execution of this Sub-Lease Deed, the same shall be liability of the Sub-Lessor without affecting the rights of the **Sub-Lessee** in any manner whatsoever, and for the period from the date of execution of this Sub-Lease Deed, the Sub-Lessee will pay such unpaid/unsatisfied claims/charges/dues in respect of the **Demised Plot** within the specified period to the Sub-Lessor or relevant authority on prorata basis which shall be computed by the Sub-Lessor on the basis of the area of the Demised Plot and total area of the Subject Land.
- d) The **Sub-Lessee** shall pay all taxes (including municipal taxes), charges and rates levied or to be levied in future by **YEA** or any local or other authority of Central or State Govt. in respect of the buildings/apartments/facilities or any other development constructed on the **Demised Plot**.



For Gaursons Realtech Pvt. Ltd.

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For Gaursons Resilech Pvi. Ltd

- e) The **Sub-Lessor** shall be entitled to collect the taxes, dues, demands, charges, duties etc. as may be levied by concerned Municipal/ Governmental authorities including but not limited to **YEA** or any other statutory body on pro rata basis from the **Sub-Lessee** so long as each unit within the **Subject Land** is not separately assessed for such purposes and the taxes, dues, demands, charges, duties etc are collectively levied for the **Subject Land** including any construction thereon from the date of execution of this **Sub-Lease Deed** of the **Demised Plot**.
- 20. The **Sub-Lessee** shall make its own arrangements for all civil amenities such as electric supply, water supply, sewerage, drainage, internal roads, etc. within the **Demised Plot** at its own cost.
- 21. The **Sub-Lessee** covenants and warrants that:
 - a) The Sub-Lessee shall follow all laws and bye-laws, rules, building regulations and directions of YEA and the local municipal or other authority now existing or hereinafter to exist in relation to the Demised Plot and construction thereon so far as they affect the health, safety and convenience of inhabitants of the Demised Plot and the adjoining area.

The **Sub-Lessee** shall bear the stamp duty charges and legal expenses of execution of this **Sub-Lease Deed** including the registration charges as may be applicable.

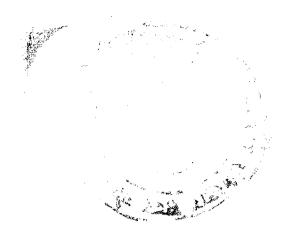
b) The **Sub-Lessee** shall permit the members, officers and representatives of **YEA** and workmen and other persons employed by **YEA** at all reasonable time of the day with prior notice to enter into and upon the **Demised Plot** and



12



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For Gaursons Realtech Pyt. Ltd.

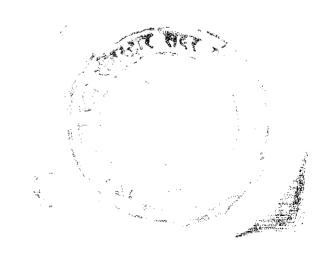
- buildings to be erected thereupon in order to inspect the **Demised Plot** and buildings erected thereon.
- c) The Sub-Lessee shall keep the Sub-Lessor indemnified and hold it harmless against all claims, costs, expenses, due to any proceedings or litigation for any reason relating to the Demised Plot.
- 22. The **Sub-Lessor** covenants and warrants that:
 - a) The **Sub-Lessor** has the full right and authority to execute this **Sub-Lease Deed** and to grant the sub-lease of the **Demised Plot** and that the **Sub-Lessee**, upon performance of the covenants herein contained, shall peaceably and quietly hold, possess and enjoy the **Demised Plot** during the term of this **Sub-Lease Deed** without any interruption, disturbance, claims or demands by the **Sub-Lessor** or by any person/s claiming title for and on behalf of the **Sub-Lessor** except as per the covenants and provisions of this **Sub-Lease Deed**.
 - b) The Sub-Lessor shall, subject to terms of the Sub-Lease Deed, grant, transfer, convey and assure, from time to time, all its reversionary rights and interests in respect of the Demised Plot as may be required by the Sub-Lessee for construction thereon as per applicable Master Plan, Rules and Building Regulations of YEA.
 - c) The **Demised Plot** is free from all encumbrances, claims, disputes, encroachments, occupations, litigations, injunctions, mortgages, charges, pledges, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations. The **Sub-Lessee** has satisfied itself of the **Sub-Lessor's** title and has entered into this **Sub-Lease Deed** thereafter.



13

For Gaursons Resitech Pvt. Ltd.

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- d) The **Sub-Lessor** shall, at all times to come, not do, omit or suffer to be done anything whereby the sub-leasehold rights granted in favour of the Sub-Lessee in the Demised Plot are avoided, forfeited, extinguished or prejudicially any manner whatsoever, circumstances where the sub-leasehold rights are affected on account of applicable law, rule or regulation or policy of the State Government or the Central Government, or any other relevant authority.
- e) The **Sub-Lessor** shall defend its rights, title and interest in the Demised Plot hereby sub-leased in favour of the Sub-Lessee and shall keep the Sub-Lessee indemnified and hold it harmless against all claims, costs, expenses, due to any proceedings or litigation for any reason, which the Sub-Lessee may suffer by reason of any claim for any defect in title, in interest and leasehold rights of the Sub-Lessor in the Demised Plot.
- 23. YEA shall have full right and title to all mines and minerals, coals, gold washing, earth oils and quarries in and under the **Demised** Plot or any part thereof and to do all acts and things, which may be reasonably necessary or expedient for the purpose of searching, removing and enjoying the same.
- 24. The Sub-Lessee shall not display or exhibit on the Demised Plot any picture posters, statues, other articles which are indecent or immoral. The **Sub-Lessee** shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings which shall be constructed over the Demised Plot except at places as may be specified for the purpose by the Sub-Lessor.



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For Geursons Resilech Pvt. Ltd.

- 25. The **Sub-Lessor** shall have no objection to the **Sub-Lessee** using the word 'Jaypee Greens Sports City East' in its address for indicating the specific location of the **Demised Plot** in its brochure, promotional and marketing material. However this will not give the **Sub-Lessee** the right to use the word 'Jaypee Greens Sports City East' in any manner, either expressly or impliedly, intentionally or otherwise, so as to convey an impression that the project developed by the **Sub-Lessee** in the **Demised Plot** is part of the project of the **Sub-Lessor** or has been developed, constructed or carried out by the **Sub-Lessor**.
- 26. Nothing herein shall be construed to provide the **Sub-Lessee** with the right to prevent the **Sub-Lessor** from:
 - a) Constructing or continuing with the construction of the other buildings, independent houses, apartments or other structures and services in the areas adjoining the **Demised Plot**;
 - b) Putting up additional constructions, residential, commercial or of any other kind on the **Subject Land**, except on the **Demised Plot**; without affecting the common roads in the immediate periphery of the **Demised Plot**.
- 27. In case **Sub-Lessee** allows the use, occupation and construction on the **Demised Plot** to any person other than the **Sub-Lessee** itself, the **Sub-Lessee** shall ensure that all obligations, liabilities and responsibilities devolving upon the **Sub-Lessee** under this **Sub-Lease Deed** shall be complied with by the user, occupier and the construction agency of the **Demised Plot** or buildings thereon and shall bring all obligations, liabilities and responsibilities to the notice of such user, occupier or the construction agency of the **Demised Plot** or buildings thereon, wherein, in so far as the **Sub-Lessor** is concerned, it would be



For Gauraona Realtschi Pvt. Ltd.



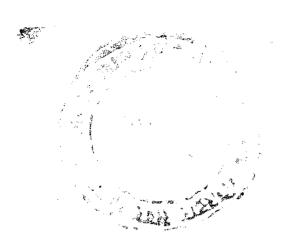
understood that any default in carrying out the obligations, liabilities and responsibilities by the **Sub-Lessee's** user, occupier and/or the construction agency, shall be deemed to be the default of the **Sub-Lessee**.

- 28. The **Sub-Lessee** shall ensure that all obligations, liabilities and responsibilities devolving upon the **Sub-Lessee** under this **Sub-Lessee** Deed shall be complied with by the subsequent sub-lessees in respect of the **Demised Plot** or buildings thereon and the **Sub-Lessee** shall bring all obligations, liabilities and responsibilities to the notice of such subsequent sub-lessees of the **Demised Plot** or buildings thereon who will subsequently be bound by the terms of this **Sub-Lease Deed**.
- 29. The **Sub-Lessee** shall keep the **Sub-Lessor** indemnified against all actions, suits, claims, demands and proceedings, third party claims and cost or expense that may be suffered by the **Sub-Lessor** in respect thereof on account of anything done or omitted to be done by the **Sub-Lessee** in connection with or arising out of the **Demised Plot**, at all times.
- 30. The **Sub-Lessee** shall keep the **Sub-Lessor** indemnified against any claims for damages which may be caused to any property belonging to the **Sub-Lessor**/ its workmen / representative resulting from the execution of the works on the **Demised Plot** and also against claims for damages arising from the actions of the **Sub-Lessee** or his workmen or representatives, which;
 - a) Injure or destroy any building or part thereof or other structure contiguous or adjacent to the **Demised Plot**.
 - b) Keeps the foundation, tunnels or other pits on the **Demised Plot** open or exposed to weather causing any injury to contiguous or adjacent plot and/or building.



For Gaursons Realtech Pvt. Ltd.

16



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c) Causes any injury or damage to any building contiguous or adjacent to the **Demised Plot** by digging any pit near the foundation of such building.

The damages shall be assessed by the **Sub-Lesser** whose decision as to the extent of injury or damages or the amount payable shall be final and binding on the **Sub-Lessee**.

- 31. The **Sub-Lessee** shall comply with all the covenants, representations, warranties and undertakings contained herein, and keep the **Sub-Lessor**, its employees, representatives, agents harmless and indemnified of all claims, actions, as may be brought by the co-inhabitants of the **Sub-Lessee**, his guests or any person claiming through him, and all losses, damages, penalties, attorney fee, etc., as may be suffered by the **Sub-Lessor** on account of any act or omission by the **Sub-Lessee**.
- 32. The **Sub-Lessor** shall comply with all the covenants, representations, warranties and undertakings contained herein and under the terms of the **Lease Deeds** so far they apply to the **Demised Plot**. It is clarified that unless stated otherwise in this **Sub-Lease Deed**, the **Sub-Lessee** is bound by the terms of the **Lease Deed** as if and in as much as the **Sub-Lessor** is bound and liable to the **YEA**, and all terms of the **Lease Deed** so far they apply to the **Demised Plot** shall apply mutatis mutandis to the **Sub-Lessee**. Be that as it may, the **Sub-Lessor**, shall keep the **Sub-Lessee**, its employees, representatives, agents harmless and indemnified on account of any act or omission by the **Sub-Lessor**.
- 33. In case of any breach or default of the terms and conditions of this **Sub-Lease Deed** by the **Sub-Lessee**, **YEA** and/or the **Sub-Lessor** may, at their sole discretion, issue a written notice calling upon the **Sub-Lessee** to rectify the breach or default within such period as may be specified under the said notice. The **Sub-Lessee**, immediately upon receipt of such notice of the breach



17

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or default, shall be under obligation to rectify, remove the breach or default within the period specified under the notice and inform the **Sub-Lessor** and / or **YEA**, as the case may be, of such rectification or removal of breach or default in writing failing which **YEA** and / or the **Sub-Lessor** shall have the right, at its sole discretion, to take such action as may be considered appropriate.

- In case of any breach or default of the terms and conditions of this **Sub-Lease Deed** by the **Sub-Lessor**, the **Sub-Lessee** may, at its sole discretion, issue a written notice calling upon the **Sub-Lessor** to rectify the breach or default within such period as may be specified under the said notice. The **Sub-Lessor**, immediately upon receipt of such notice of such breach or default, shall be under obligation to rectify, remove the breach or default within the period specified under the notice and inform the **Sub-Lessee** of such rectification or removal of breach or default, by a written notice failing which the **Sub-Lessee** shall have the right, at its sole discretion, to take such action as may be considered appropriate.
- 35. The **Sub-Lessee** shall not in any manner encroach upon the **Subject Land** and areas not handed over to the **Sub-Lessee**. Any encroachment, in any manner whatsoever, made by the **Sub-Lessee** shall be treated as default under this **Sub-Lease Deed**.
- 36. In the event, any clause of this **Sub-Lease Deed** or the **Lease Deeds** or any **YEA** rules, regulations or building bye-laws are violated or breached by the **Sub-Lessee** or any subsequent sub-lessee/s, leading to the **YEA** levying penalty on **Sub-Lessee** or subsequent sub-lessee and/or re-entering the **Demised Plot**, then the **Sub-Lessor** shall not be liable to pay any penalty, charges, damages, compensation or return any monies or rentals to the **Sub-Lessee**.



18





For Gaursons Realtech Pvi 上記

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

Jaypee Infratech Limited

Sector – 128, Noida

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

Attention: Mr. Sameer Gaur Jt. Managing Director

Telephone No.: 0120-4609000 Email: sameer.gaur@jalindia.co.in

(b) Notices to the Sub-Lessee to:

Gaursons Realtech Pvt Ltd

D-25, Vivek Vihar, Delhi-110095

Attention: Mr Manoj Gaur

Managing Director

Telephone No.0120 4343333, Fax: 0120 4167319/20

Email: . manojgaur@gaursonsindia.com

- 38. The **Sub-Lessee** and / or the subsequent sub-lessees, as the case may be, shall be responsible to inform **YEA** and also the **Sub-Lessor** by Registered Post of all subsequent changes in their address, failing which all notices and other communications sent at their last address as available with **YEA** or the **Sub-Lessor** shall be deemed to have been served to the **Sub-Lessee** or the subsequent sub-lessees, as the case may be.
- 39. It shall be the responsibility of the **Sub-Lessor** to notify any change in its registered office address to the **Sub-Lessee** failing



For Gauragns Realtech Pvt. Ltd.

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which, all notices and other communications sent to the **Sub-Lessor** at its registered office specified hereinabove shall be deemed to have been served on the **Sub-Lessor**.

- 40. This **Sub-Lease Deed** constitutes the entire understanding of the terms and conditions between the **Parties** with respect to the sub-lease of the **Demised Plot** to the **Sub-Lessee** and supersedes and cancels any or all prior oral or written discussions, representation, understanding, arrangement, communication or expression of intent, if any, between the **Parties** relating to the **Demised Plot** and / or subject matter of this **Sub-Lease Deed**.
- 41. If any provision or part of any provision hereof is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.
- 42. The **Parties** shall perform their obligations contained herein with due diligence and mutual cooperation keeping in view the interest of each other and execute and do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this **Sub-Lease Deed.**
- 43. The **Parties** shall try to resolve any dispute between them amicably by mutual discussions/ negotiations. In case, the **Parties** are unable to resolve the disputes amicably within 30 (thirty) days from the date of the notification of the dispute by one **Party** to the other, the dispute shall be referred to arbitration of a sole arbitrator. The sole arbitrator shall be appointed by the Chairman of the **Sub-Lessor** and shall be an independent person not having any pecuniary interest in the **Sub-Lessor**. The arbitration proceedings shall be conducted in accordance with the Arbitration & Conciliation Act, 1996 or



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JAYPEE INFRATECH LIMITED

SECTOR -128, NOIDA

DETAILS OF LEASE DEEDS EXECUTED BETWEEN YEA & JIL IN RESPECT OF MIRZAPUR LAND PARCEL

SI. No.	Name of Village	Area (Hect.)	Date of Lease Deed	Details of Registeration of Lease Deeds
1	Achheja Bujurg	112.2413	16.09.2009	Book No. 1, Volume No. 5192 Page No. 103/160, Sl. No. 13476 dt. 11.11.2009 with Sub-Registrar, Sadar (G.B. Nagar)
2	Mirjapur	105.4675	16.09.2009	Book No. 1, Volume No. 5192 Page No. 387/444, Sl. No. 13481 dt. 11.11.2009 with Sub-Registrar, Sadar (G.B. Nagar)
3	Salarpur	15.1446	16.09.2009	Book No. 1, Volume No. 5192 Page No. 55/102, Sl. No. 13475 dt. 11.11.2009 with Sub-Registrar, Sadar (G.B. Nagar)
4	Dungarpur Reelka	59.5890	16.09.2009	Book No. 1, Volume No. 5192 Page No. 1/54, Sl. No. 13474 dt. 11.11.2009 with Sub-Registrar, Sadar (G.B. Nagar)
5	Rampur Bangar	38.7170	16.09.2009	Book No. 1, Volume No. 5192 Page No. 107/158, Sl. No. 13484 dt. 11.11.2009 with Sub-Registrar, Sadar (G.B. Nagar)
6	Salarpur	26.0471	16.10.2009	Book No. 1, Volume No. 5192 Page No. 161/210, Sl. No. 13477 dt. 11.11.2009 with Sub-Registrar, Sadar (G.B. Nagar)
7	Achheja Bujurg	3.1800	02.12.2009	Book No. 1, Volume No. 5276 Page No. 323/370, Sl. No. 14497 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)
8	Mirjapur	19.1066	02.12.2009	Book No. 1, Volume No. 5276 Page No. 131/178, Sl. No. 14493 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)
9	Salarpur	10.5160	02.12.2009	Book No. 1, Volume No. 5276 Page No. 227/274, Sl. No. 14495 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)
10	Dungarpur Reelka	3.4355	02.12.2009	Book No. 1, Volume No. 5276 Page No. 371/418, Sl. No. 14498 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)
11	Rampur Bangar	3.4980	02.12.2009	Book No. 1, Volume No. 5276 Page No. 275/322, Sl. No. 14496 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)
12	Salarpur	7.3676	02.12.2009	Book No. 1, Volume No. 5276 Page No. 179/226, Sl. No. 14494 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)
13	Munjkheda	36.5090	04.12.2009	Book No. 1, Volume No. 5276 Page No. 35/82, SI. No. 14491 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)



For GAURSONS REALTECH PVT. LTD.

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SI. No.	Name of Village	Area (Hect.)	Date of Lease Deed	Details of Registeration of Lease Deeds
14	Salarpur	9.8965	04.12.2009	Book No. 1, Volume No. 5276 Page No. 83/130, Sl. No. 14492 dt. 05.12.2009 with Sub- Registrar, Sadar (G.B. Nagar)
15	Salarpur	11.3899	16.02.2010	Book No. 1, Volume No. 5649 Page No. 319/388, Sl. No. 3202, dt. 16.03.2010 with Sub- Registrar, Sadar (G.B. Nagar)
16	Achheja Bujurg	1.5860	12.04.2010	Book No. 1, Volume No. 6992 Page No. 211/260, Sl. No. 17113 dt. 01.07.2010 with Sub- Registrar, Sadar (G.B. Nagar)
17	Mirjapur	0.1053	12.04.2010	Book No. 1, Volume No. 6992 Page No. 161/210, Sl. No. 17112 dt. 01.07.2010 with Sub- Registrar, Sadar (G.B. Nagar)
18	Salarpur	26.6596	22.06.2010	Book No. 1, Volume No. 6992 Page No. 311/360, Sl. No. 17115 dt. 01.07.2010 with Sub- Registrar, Sadar (G.B. Nagar)
19	Dungarpur Reelka	20.2290	30.07.2010	Book No. 1, Volume No. 7307 Page No. 45/98, Sl. No. 20578, dt. 27.08.2010 with Sub- Registrar, Sadar (G.B. Nagar)
20	Salarpur	3.1719	01.11.2010	Book No. 1, Volume No. 7869 Page No. 63/112, Sl. No. 1263 dt. 25.01.2011 with Sub-Registrar, Sadar (G.B. Nagar)
21	Salarpur	10.1635	21.05.2012	Book No. 1, Volume No. 11199 Page No. 21/70, Sl. No. 13316, dt. 06.07.2012 with Sub-Registrar, Sadar (G.B. Nagar)
22	Rampur Bangar	0.0100	12.09.2012	Book No. 1, Volume No. 12161 Page No. 277/326, Sl. No. 23976 dt. 12.12.2012 with Sub-Registrar, Sadar (G.B. Nagar)
23	Mirjapur	0.0500	12.09.2012	Book No. 1, Volume No. 12161 Page No. 203/250, SI. No. 23974 dt. 12.12.2012 with Sub-Registrar, Sadar (G.B. Nagar)
24	Salarpur	1.3370	12.09.2012	Book No. 1, Volume No. 12161 Page No. 327/376, Sl. No. 23977 dt. 12.12.2012 with Sub-Registrar, Sadar (G.B. Nagar)
25	Achheja Bujurg	0.2450	12.09.2012	Book No. 1, Volume No. 12161 Page No. 377/426, Sl. No. 23978 dt. 12.12.2012 with Sub-Registrar, Sadar (G.B. Nagar)
26	Salarpur	2.0904	10.07.2013	Book No. 1, Volume No. 13890 Page No. 91/140, Sl. No. 19656 dt. 01.08.2013 with Sub-Registrar, Sadar (G.B. Nagar)
27	Salarpur	1.6385	18.07.2013	Book No. 1, Volume No. 13890 Page No. 15/90, SI. No. 19655 dt. 01.08.2013 with Sub-Registrar, Sadar (G.B. Nagar)
TOTAL		529.3918		
	Land to be transferred by YEA to JIL	19.3717		
GRAND TOTAL		548.7635		



For GAURSONS REALTECH PVT. LTD. AUTHORISED SIGNATORY



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Annexure - II

to Sub-Lease Deed dated 34:12:2013

SCHEDULE OF PROPERTY

The Demised Plot having area as below:-

= 2,02,850 Sqm. (50.00 Acres)

or thereabout at Sector 19, Jaypee Sports City East, Yamuna Expressway Industrial Development Authority Area, Distt. G.B. Nagar (UP) and as demarcated on the Location Plan and bound as under:

At or towards the EAST

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At or towards the WEST

At or towards the NORTH:

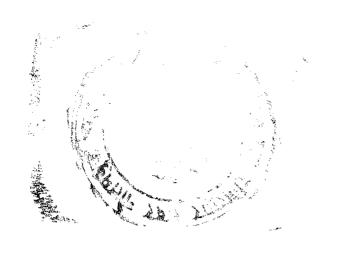
At or towards the SOUTH

As per Location Plan attached as Annexure - III.

For GAURSONS REALTECH PVT. LTD.

AUTHORISED SIGNATORY

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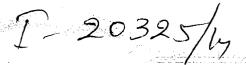


AUTHORISED SIGNATOR

Annexure - 111 **LOCATION PLAN OF DEMISED PLOT** To Possession Memo SECTOR -19, JAYPEE GREENS SPORTS CITY EAST SUBJECT LAND INCLUDING DEMISED PLOT **DETAILS OF DEMISED PLOT** SECTOR-22 1 60 M WIDE SECTOR ROAD 50 M WIDE GREEN BELT YAMUNA EXPRESSWAY Note: - All dimensions are in meter LEGEND:-**DEALT BY:-**SCALE:-N.T.S. **MEGHNA BOUNDARY OF SUBJECT LAND** ↑ OF DEMISED PLOT=20.2851 Ha.(50.0 Acres) **CHECKED BY:-**DATE:-DEMISED PLOT RAINA DORA DAVADA 11.10.13

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Certificate No.

Purchased by

First Party

Second Party

Certificate Issued Date

Description of Document

Consideration Price (Rs.)

Property Description

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

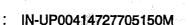
Account Reference Unique Doc. Reference

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Government of Uttar Pradesh

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CERTIFICATE LOC



12-Jun-2014 04:43 PM

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SUBIN-UPUPBOBBK0200493559472235M

GAURSONS REALTECH PVT LTD

: Article 23 Conveyance

50 ACRES LAND PARCEL OF SEC 19 JAYPEE SPORTS CITY (E)

YAMUNA EXPRESSWAY INDUS. DEV. AUTH. G B NAGAR

250,00,00,000

(Two Hundred Fifty Crore only)

JAYPEE INFRATECH LIMITED

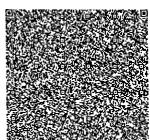
GAURSONS REALTECH PVT LTD

GAURSONS REALTECH PVT LTD

12.81.39.000

(Twelve Crore Eighty One Lakh Thirty Nine Thousand only)

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FOR GANDOUS REALTECH PYT. AUTHORISED SIGNATORY

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The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.

. The onus of checking the legitimacy is on the users of the certificate.

In case of any discrepancy please inform the Competent Auth



SUB - LEASE DEED

THIS SUB - LEASE DEED is made on this 31st day of March, 2014 at Noida.

BY AND BETWEEN

M/S. JAYPEE INFRATECH LIMITED, a company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at Sector - 128, Noida - 201304, U.P. (hereinafter referred to as the "Sub-Lessor" or "JIL"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives of the "FIRST PART".

AND

M/S. Gaursons Realtech Pvt Ltd, a company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at D-25, Vivek Vihar, Delhi-110095 (hereinafter referred to as the "Sub-Lessee"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives of the "SECOND PART".

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

WHEREAS

The Government of U.P. constituted the Taj Expressway Industrial Development Authority, vide GoUP Notification No. 697 / 77 – 04 – 2001 – 3 (N)/2001 dated 24th April, 2001 under the U.P. Industrial Area exelopment Act 1976, (name changed to Yamuna Expressway

rial Development Authority (hereinafter referred to as the For GAURSONS REALTECH PVT. LTD.

"Lessor" or "YEA") vide GoUP Notification No. 1165 / 77 – 04 –08–65N/08 Lucknow dated 11th July, 2008), presently having its principal office at 1st Floor, Commercial Complex, Block-P-2, Sector-Omega-1, Greater Noida, District Gautam Budh Nagar–201308, U.P. for anchoring development of Taj Expressway (renamed as the Yamuna Expressway vide GoUP Notification No. 1165/77-04-08-65N/08 Lucknow dated 11th July 2008) Project which, *inter alia*, includes construction of six-lane, 160 Km long Yamuna Expressway with service roads and associated facilities connecting Noida and Agra (hereinafter referred to as the "Expressway").

AND by an agreement dated 7th February 2003, termed as the "Concession Agreement" between Tai Expressway Industrial Development Authority, and Jaiprakash Industries Ltd. (subsequently name changed to Jaiprakash Associates Ltd.),("JAL"), "Concessionaire" was granted concession for arrangement of finances, design, engineering, construction and operation of the **Expressway**, and to collect and retain toll from the vehicles using the Expressway during the term of the "Concession Period", which is 36 (thirty six) years commencing from the date of commercial operation of the Expressway plus any extensions thereto, in accordance with the **Concession Agreement.**

AND In terms of provisions of the Concession Agreement and the directives of YEA, the then Concessionaire i.e. "JAL", incorporated a Special Purpose Vehicle, namely Jaypee Infratech Limited ("JIL") for the implementation of the Expressway project. All the rights and obligations of JAL under the Concession Agreement were transferred to JIL by an Assignment Agreement dated 19.10.2007 duly executed by and amongst YEA, JIL and JAL followed by Project Transfer Agreement dated 22.10.2007 executed between JAL and JIL and therefore JIL is now the Concessionaire.

AND in terms of the provisions of the Concession Agreement to fulfill its bligations, YEA agreed to transfer on lease to JIL 25 (twenty five)

FOR GAURSONS REALTECH PVT. LTD.

ALITHORISED SIGNATORY

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निवासी स्थायी अस्थायी पता

डी-25 विवेक विहार दिल्ली-95

ने यह लेखपत्र इस कार्यालय में

दिनांक 27/6/2014

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रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादधे) उपनिबन्धक सदर

गौतमबुद्धनगर्

पट्टा दाता

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27/6/2014

मै0जेपी इन्फ्राटेक लि0द्वारा समीर गौड़ पुत्र श्री जयप्रकाश गौड़

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निवासी डी-25 विर्वेक विहास



ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री आकाश पुत्र श्री अब्दुल रसीद

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ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।





रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादेव) उपनिबन्धक संदर गौतमबुद्धनगर् 27/6/2014

million square meters of land for commercial, amusement, industrial, institutional and residential development at five or more locations along the **Expressway**, including 5 (five) million square meters of land at Noida/Greater Noida.

AND Lessor, in part discharge of its obligations under the Concession Agreement for transfer of land for development, has earmarked 548.7635 Hectares of land at Mirzapur land parcel (hereinafter referred to as the "Subject Land") and has already transferred land admeasuring 529.3918 Hectares to JiL on lease for a period of ninety years through various lease deeds, the details of which are provided in Annexure – I attached hereto (hereinafter referred to as the "Lease Deeds") and necessary action is being taken by YEA to transfer balance 19.3717 Hectares of land to JiL.

AND YEA granted unfettered rights in favour of JIL to sub-lease the whole or any part of the Subject 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 Subject Land or part thereof to any person in any manner whatsoever, without requiring any consent or approval of YEA or of any other relevant authority.

AND the Layout plan and other relevant plans for the development of the **Subject Land** admeasuring 548.7635 Hectares earmarked by **YEA** in respect to Mirzapur land parcel, submitted by **JIL** to **YEA**, have been approved by **YEA**, vide their letter no. Niyojan/CN/LFD-3/2014/831 dated 07.02.2014 (hereinafter referred to as the "**Approved Plans**").

AND on the premises and on the request of the Sub-Lessee, the Sub-Lessor has agreed to sub lease a plot of land in the Subject Land reasuring 2,02,340.00 square metre (approximately 50.00 acres)

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(hereinafter referred to as the "Demised Plot") for the least remaining period of Lease Deeds i.e. upto 15.09.2099, to Sub-Lessee for a consideration of Premium of Rs. 250,00,00,000/- (Rupees Two hundred fifty crores only) on the mutually agreed terms and conditions contained in this "Sub-Lease Deed".

AND the Demised Plot is more specifically described in the Schedule of Property (Annexure-II) and Location Plan (Annexure - III) attached hereto.

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

- 1. The Sub-Lessor, being the lawful lease holder of the Demised **Plot**, is competent to sub-lease the same to the **Sub-Lessee** in consideration of the payment of Premium of Rs. 250,00,00,000/-(Rupees two hundred fifty crores only) which has already been paid by the **Sub-Lessee** to the **Sub-Lessor**, the receipt of which the Sub-Lessor admits and acknowledges, and hereby transfers, conveys and assigns all its rights, title and interest in the **Demised Plot** in favour of the **Sub-Lessee**.
- 2. The Sub-Lessor has delivered the actual physical vacant Demised Plot to the Sub-Lessee and the possession of the **Sub-Lessee** has taken possession of the **Demised** Plot, subject to the covenants and conditions on the part of the Parties stated hereinafter together with privileges, rights, easements and appurtenances for the period upto 15.09.2099.
- 3. Upon execution of this **Sub Lease Deed**, the **Sub-Lessor** shall furnish a copy of the **Sub Lease Deed** to **YEA**.

Sub-Lessee shall pay to the Lessor, lease rent of the Demised Plot or the entire period of sub lease @ Rs.100.00 (Rupees open PVT. LTD. For GAURSONS REALTER)

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hundred only) per hectare per year or at such other rate as may be fixed by the **Lessor** or any other competent Authority. The lease rent shall be paid by the **Sub-Lessee** every year in advance without the **Lessor** or the **Sub-Lessor** being required to issue any demand notice therefor, to the **Sub-Lessee**.

- 5. The **Sub-Lessee** has inspected and satisfied itself regarding the site, the layout plans, ownership records, the **Lease Deeds** and other documents relating to the title and all other details of the **Demised Plot** that the **Sub-Lessee** considers relevant for the transaction contemplated herein.
- 6. The Sub-Lessee has satisfied itself about the right, title and capacity of the Sub-Lessor to deal with the Demised Plot and the Subject Land and has understood all the limitations and obligations thereof.
- 7. The **Demised Plot** is being leased to the **Sub-Lessee** on the terms and conditions stated herein subject to the provisions of the **Lease Deeds**.
- 8. The **Sub-Lessee** shall have right to sub-lease the whole or any part of the **Demised Plot** whether developed or undeveloped; by way of plots, or constructed properties; on leave and license; or otherwise dispose off its interest in the **Demised Plot** or part thereof, to any person as per rules, regulations and directions of **YEA**.
- 9. The Sub-Lessee shall be entitled to transfer the Demised Plot or the buildings constructed on the Demised Plot in full or in parts on further sub-lease(s) within the terms of this Sub-Lease Deed.

 The Sub-Lessee or its subsequent sub lessees for all such transfers shall follow the procedure, as may be specified by YEA and/or the Sub-Lessor before executing any subsequent sub lease deeds and such transfers shall always be subject to the applicable laws, byelaws, regulations, duties, taxes, levies etc payable to any authority /body/agency as the case may

FOR GAUKOUND REALIEUM PVI. LTD.



be. The **Sub-Lessee** or the subsequent sub-lessees as the case may be shall notify to the YEA and the Sub-Lessor the details of such sub-leases and provide copies of such transfer/sublease deeds to the YEA and the Sub-Lessor or any other authority as may be specified by YEA and/ or the Sub-Lessor.

- 10. It shall be permissible for the **Sub-Lessee** to provide for multiple renting of the buildings constructed on the Demised Plot.
- 11. The **Sub-Lessee** shall have the right of way to the roads adjoining the **Demised Plot** and shall be entitled to enter upon such roads for the purpose of accessing the Demised Plot in so far as it is not detrimental to the Sub-Lessor or YEA or public interest.
- The Land Use of the Demised Plot shall be as shown in YEA's 12. Approved Plans for the Subject Land as given below. The Sub-Lessee shall adhere to the same.

A) Master Plan Commercial - 28.43% of **Demised Plot** grea

B) Master Plan Residential - 71.57% of **Demised Plot** area

- 13. The **Sub-Lessee** shall be entitled to carry out the development of **Demised Plot** as permitted by the **YEA** and applicable laws, Rules and Building Regulations, adhering to:
 - a. Standards and Specifications laid down in the Rules & Building Regulations and other Regulations of YEA/ relevant Indian Standards/National Code etc.
 - b. Applicable Master Plans and Rules & Regulations of YEA and other relevant authorities.
 - c. Government policies and relevant Codes of BIS/IS relating to disaster management in land use planning and construction work.

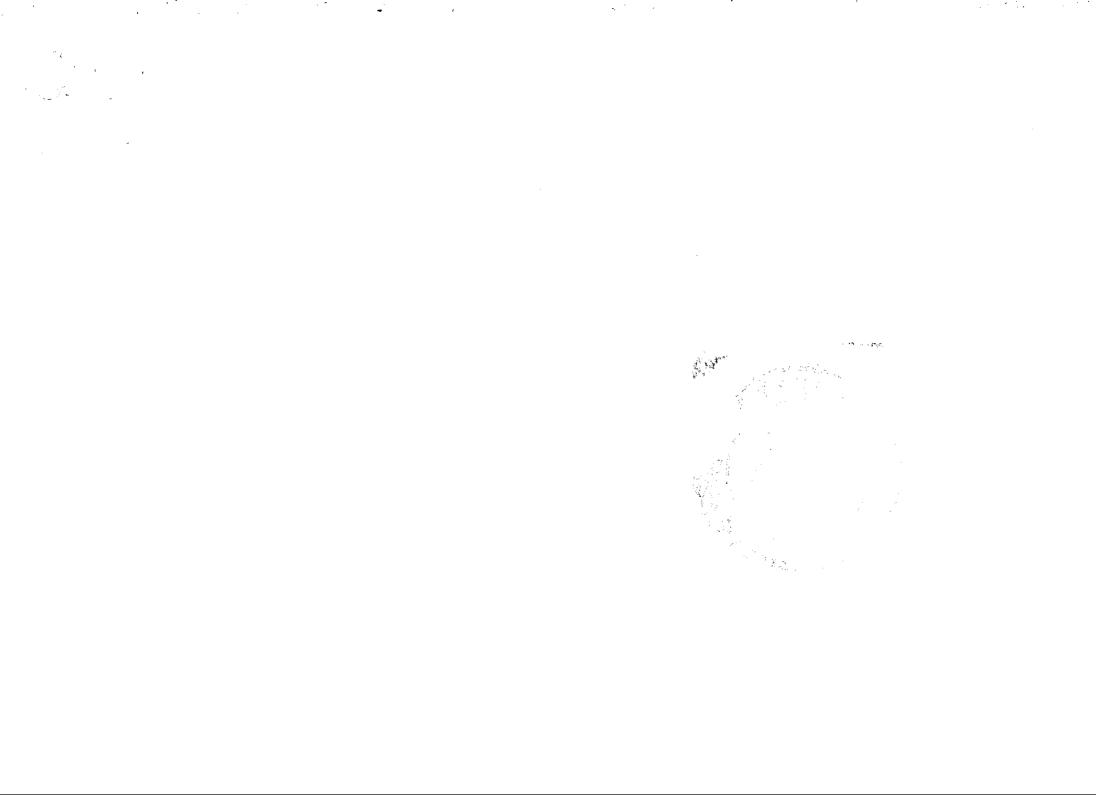
d. All other applicable and relevant laws, including but not FOR GAURSONS REALTECH PVT. LTD.

AUTHORISED SIGNATURE limited to labour and environmental laws.



- 14. The Floor Area Ratio (FAR), ground coverage, height and setbacks etc. in respect of various activities in the Demised Plot shall be governed by the applicable YEA Rules and Building Regulations. As regards overall FAR on the **Demised Plot**, the **Sub-Lessee** shall be entitled to a maximum FAR of 150 on the **Demised Plot** on the same principles as may be applied for the Subject Land without any cost or liability on the Sub-Lessor. In FAR on the Subject Land case of admissibility of overall including the **Demised Plot** in excess of 150 due to any reason, the **Sub-Lessee** shall also be entitled to such increased FAR on payment of additional charges to the Sub-Lessor as may be fixed by the Sub-Lessor whose decision shall be final, binding and conclusive, in addition to the payment of charges to YEA as may be fixed by YEA.
- 15. The Building drawings and relevant details for construction on the **Demised Plot** shall be subject to the approval of **YEA** for which the **Sub-Lessee** shall follow the procedure as may be prescribed by **YEA** from time to time. However, if necessary, the **Sub-Lessor** may, at request of the **Sub-Lessee**, endeavor to help the **Sub-Lessee** in obtaining applicable permits, sanctions, approvals, clearances, etc., from **YEA** for effective enjoyment and construction on the **Demised Plot**, without being responsible and/or liable for the same in any manner.
- 16. The **Sub-Lessee** shall accept variations, deletions, additions, alterations, modifications in the relevant plans made either by the **Sub-Lessor** as it deems fit and proper or by or pursuant to requirement of **YEA** which alterations may involve changes, including change in the surroundings of the **Demised Plot**, change in the number and height of the surrounding buildings, change in the nature of usage of the surrounding buildings etc.

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on the **Subject Land** and the **Sub-Lessee** shall be bound by such variations, deletions, additions, alterations and modifications etc. provided it does not affect any change in the location and area of the **Demised Plot**.

- 17. The **Sub-Lessee** shall be required to obtain all necessary sanctions / permits approvals etc. from relevant authorities with regard to the **Demised Plot** and all activities thereon in its own name in accordance with the applicable laws and regulations of **YEA** and / or other relevant authorities.
- 18. The **Sub-Lessee** shall, at its own cost, keep the **Demised Plot**, the construction raised thereon, partitions, pipes and appurtenances thereto or belonging thereto, in good state and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the constructed property on or pertaining to the **Demised Plot** are not damaged or jeopardized in any manner whatsoever.

19.

a) The **Sub-Lessee** shall make it's own arrangements for storm water drainage, water supply and sewerage connection directly with the concerned Authority. However for electric power supply, **Sub-Lessee** shall take bulk connection at the main receiving station of **Sub-Lessor** as and when available to the **Sub-Lessor**. **Sub-Lessor**, at the request of **Sub-Lessee** shall establish and maintain the electric supply line upto the edge of the **Demised Plot** on chargeable basis from **Sub-Lessee**. The **Sub-Lessee** shall also bear the proportionate charges as may be incurred by **Sub-Lessor** for arranging the electric power connection from relevant authority till the main receiving stations of the **Sub-Lessor**.



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b) The External Development Charges ("EDC") for providing any peripheral trunk services w.r.t. the Demised Plot are being paid by the Sub-Lessor to Lessor @ Rs.574/- per Sqm. of leased land area as per YEA's present directions, payable as initial payment of 10% within 90 days of transfer of land and balance in twenty half yearly equal installments with interest on reducing balance at SBI PLR prevailing from time to time. Seven out of twenty installments of the said external development charges including interest have already been paid to YEA and balance installments including interest in respect of land area of the Demised Plot shall be paid by Sub-Lessee to YEA as per details given below:

C` SI. No	Due Date	EDC Amount Outstanding (Rs.)	EDC Payable by Sub-Lessee (Rs.)	Remarks
1	14.06.2014	62,746,673	5,134,281	Plus Interest on reducing
2	10.07.2014	57,612,392	27,199	outstanding balance at SBI PLR
3	01.09.2014	57,585,193	65,144	prevailing from time to time.
4	14.12.2014	57,520,049	5,134,281	
5	10.01.2015	52,385,768	27,199	
6	01.03.2015	52,358,569	65,144	



FOR GAURSONS REALTECH PVT. LTD.



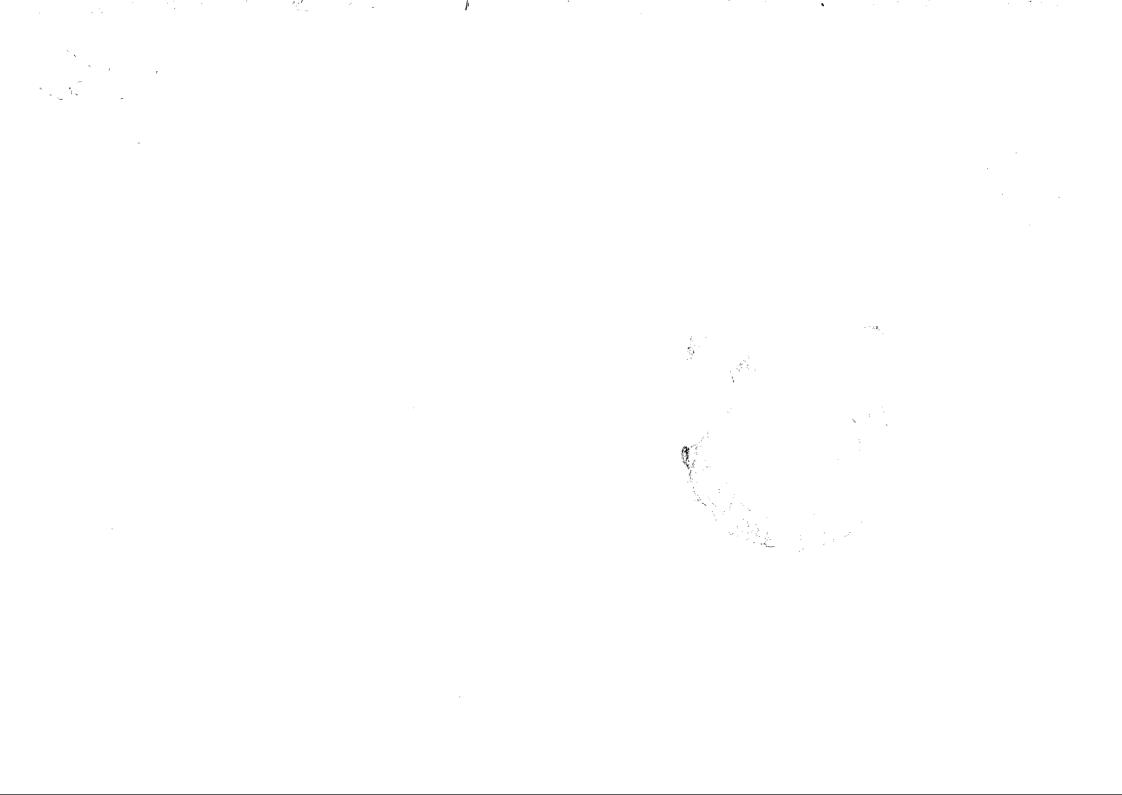
7	14.06.2015	52,293,425	5,134,281
8	10.07.2015	47,159,144	27,199
9	01.09.2015	47,131,945	65,144
10	14.12.2015	47,066,801	5,134,281
11	10.01.2016	41,932,520	27,199
12	01.03.2016	41,905,321	65,144
13	14.06.2016	41,840,177	5,134,281
14	10.07.2016	36,705,896	27,199
15	01.09.2016	36,678,697	65,144
16	14.12.2016	36,613,553	5,134,281
17	10.01.2017	31,479,272	27,199
18	01.03.2017	31,452,073	65,144
19	14.06.2017	31,386,929	5,134,281
20	10.07.2017	26,252,648	27,199
21	01.09.2017	26,225,449	65,144
22	14.12.2017	26,160,305	5,134,281
23	10.01.2018	21,026,024	27,199
24	01.03.2018	20,998,825	65,144
25	14.06.2018	20,933,681	5,134,281
26	10.07.2018	15,799,400	27,199
27	01.09.2018	15,772,201	65,144
28	14.12.2018	15,707,057	5,134,281
29	10.01.2019	10,572,776	27,199
30	01.03.2019	10,545,577	65,144
31	14.06.2019	10,480,433	5,134,281
32	10.07.2019	5,346,152	27,199
33	01.09.2019	5,318,953	65,144
34	14.12.2019	5,253,809	5,134,281
35	10.01.2020	119,528	27,199
36	01.03.2020	92,329	65,144
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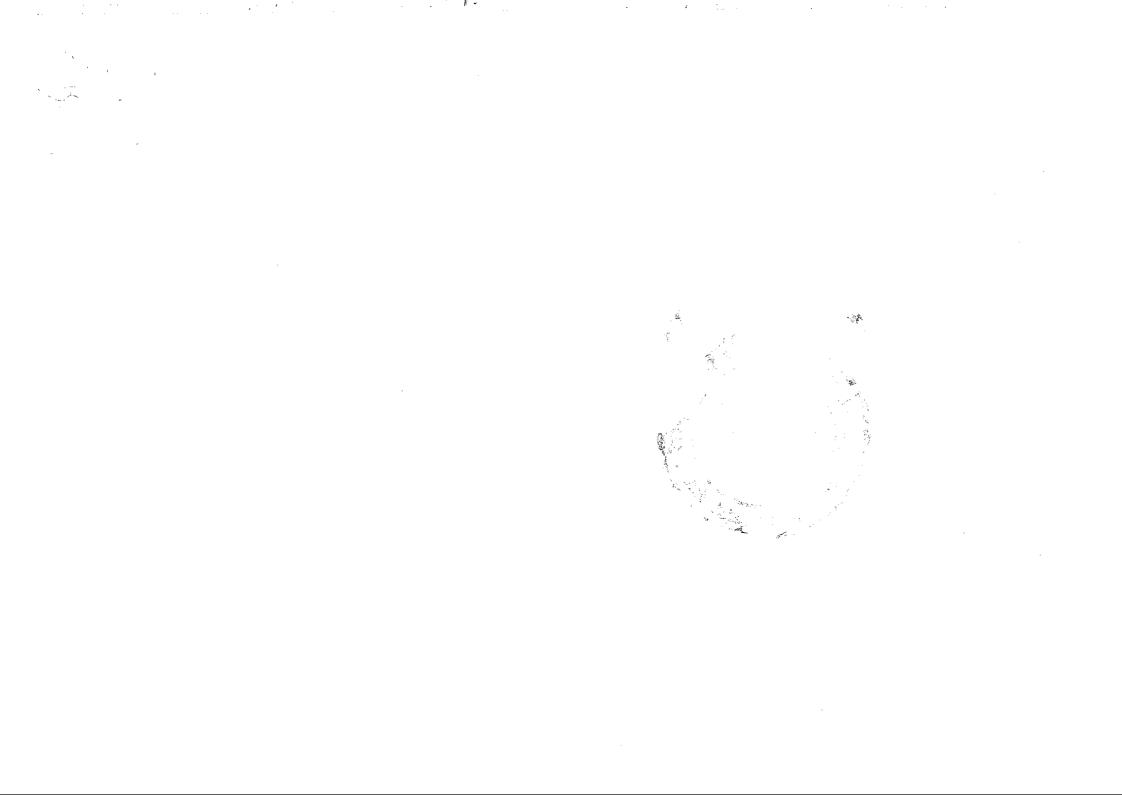


in the event there is increase in **EDC** in future for providing any such peripheral trunk services including metro rail etc. and any additional/enhanced demand for EDC is levied on the Sub-Lessor by YEA, the same shall be passed on to the Sub-Lessee, in relation to the area of the **Demised Plot**. The **Sub-**Lessee's share of such additional/enhanced EDC shall be computed by the Sub-Lessor on the basis of the area of the **Demised Plot** and total area of the Subject Land and accordingly the demand shall be raised on the Sub-Lessee. The Sub-Lessee shall be under an obligation to promptly make the payment of such demand of additional / enhanced EDC to the Sub-Lessor which in any case shall not be later than 15 days from the receipt of the demand from the **Sub-Lessor**. The delay in payment by the **Sub-**Lessee of the demanded additional / enhanced EDC will entail an interest of 12% per annum. The failure to make such payment by the Sub-Lessee will be a default of the Sub-Lessee under the Sub-Lease Deed and Sub-Lessor shall have the right to take appropriate action to recover the said demand.

taxes (including municipal taxes), other charges and rates levied or to be levied in future by YEA or any local or other authority of Central or State Govt. in respect of the Demised Plot from the date of execution of this Sub-Lease Deed. In case any demand is received by the Sub-Lessee in respect of any unpaid/unsatisfied claims/charges/dues in respect of the Demised Plot for the period up to the date of execution of this Sub-Lease Deed, the same shall be liability of the Sub-Lessor without affecting

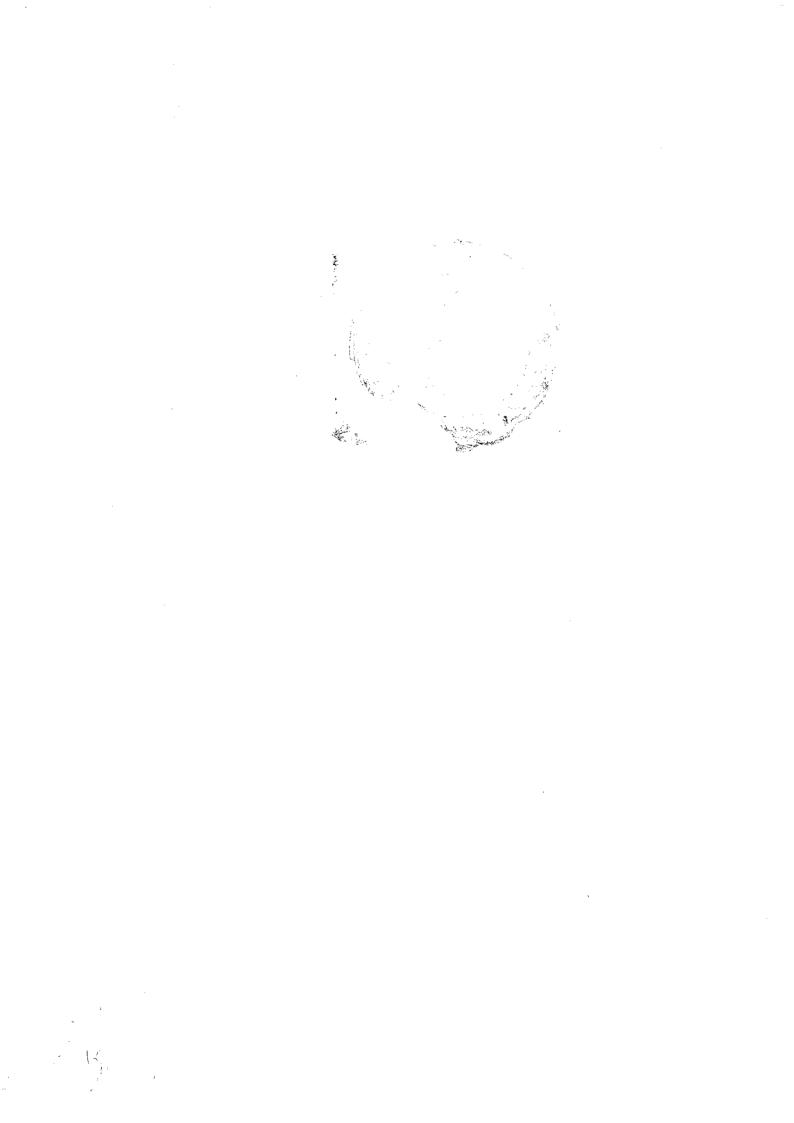
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the rights of the Sub-Lessee in any manner whatsoever, and for the period from the date of execution of this Sub-Lease Deed, the Sub-Lessee will pay such unpaid/unsatisfied claims/charges/dues in respect of the **Demised Plot** within the specified period to the Sub-Lessor or relevant authority on prorata basis which shall be computed by the Sub-Lessor on the basis of the area of the Demised Plot and total area of the Subject Land.

- The **Sub-Lessee** shall pay all taxes (including municipal taxes), charges and rates levied or to be levied in future by YEA or any local or other authority of Central or State Govt. in respect of the buildings/apartments/ facilities or any other development constructed on the **Demised Plot**.
- e) The **Sub-Lessor** shall be entitled to collect the taxes. dues, demands, charges, duties etc. as may be levied by concerned Municipal/ Governmental authorities including but not limited to YEA or any other statutory body on pro rata basis from the Sub-Lessee so long as each unit within the Subject Land is not separately assessed for such purposes and the taxes, dues, demands, charges, duties etc are collectively levied for the Subject Land including any construction thereon from the date of execution of this **Sub-Lease Deed** of the **Demised Plot**.
- 20. The **Sub-Lessee** shall make its own arrangements for all civil amenities such as electric supply, water supply, sewerage, drainage, internal roads, etc. within the Demised Plot at its The **Sub-Lessee** covenants and warrants that For GAURSONS REALTECH PVT. LTD.



a) The Sub-Lessee shall follow all laws and bye-laws, rules, building regulations and directions of YEA and the local municipal or other authority now existing or hereinafter to exist in relation to the **Demised Plot** and construction thereon so far as they affect the health, safety and convenience of inhabitants of the **Demised Plot** and the adjoining area.

The Sub-Lessee shall bear the stamp duty charges and legal expenses of execution of this Sub-Lease Deed including the registration charges as may be applicable.

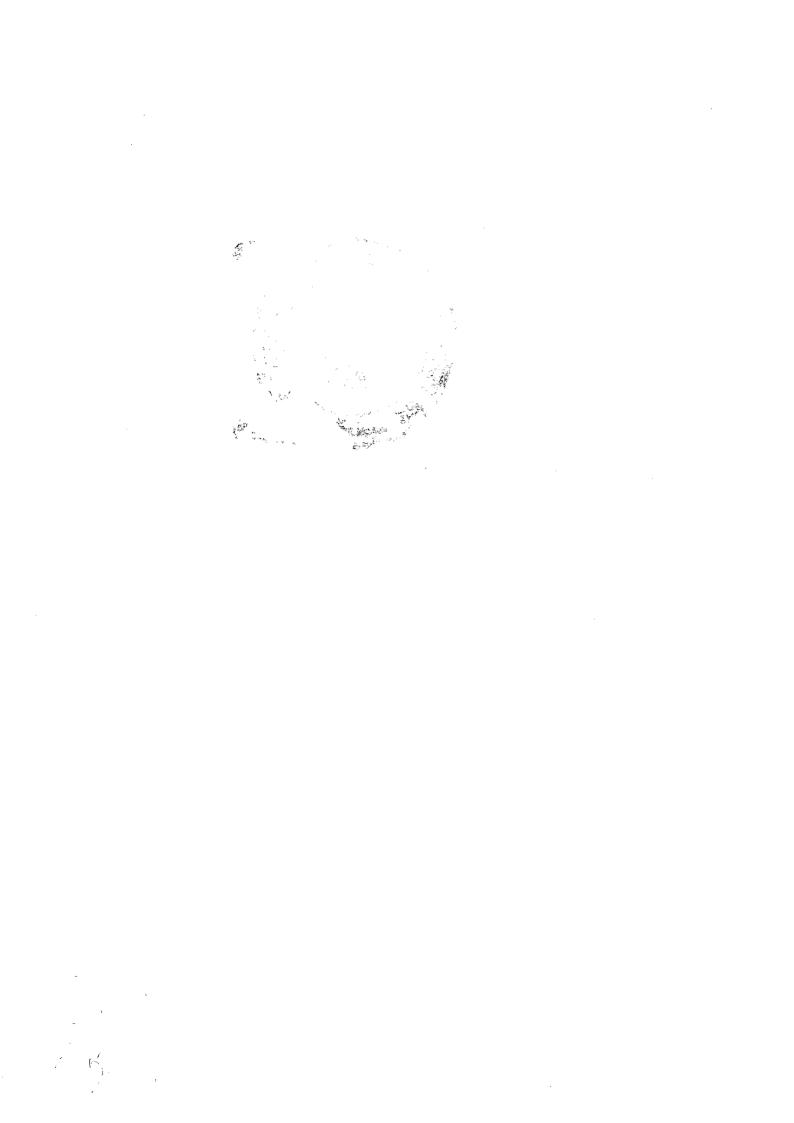
- b) The Sub-Lessee shall permit the members, officers and representatives of **YEA** and workmen and other persons employed by YEA at all reasonable time of the day with prior notice to enter into and upon the **Demised Plot** and buildings to be erected thereupon in order to inspect the **Demised Plot** and buildings erected thereon.
- c) The Sub-Lessee shall keep the Sub-Lessor indemnified and hold it harmless against all claims, costs, expenses, due to any proceedings or litigation for any reason relating to the Demised Plot.
- The **Sub-Lessor** covenants and warrants that: 22.
 - a) The **Sub-Lessor** has the full right and authority to execute this Sub-Lease Deed and to grant the sub-lease of the Demised Plot and that the Sub-Lessee, upon performance of the covenants herein contained, shall peaceably and quietly hold, possess and enjoy the **Demised Plot** during the term of this **Sub-Lease Deed** without any interruption, disturbance, claims or demands by the Sub-Lessor or by any person/s claiming title for and on behalf of the Sub-

Lessor except as per the covenants and provisions of this TECH PVT. LTD.

Sub-Lease Deed.

For GAURSONS REALTECH PVT. LTD.



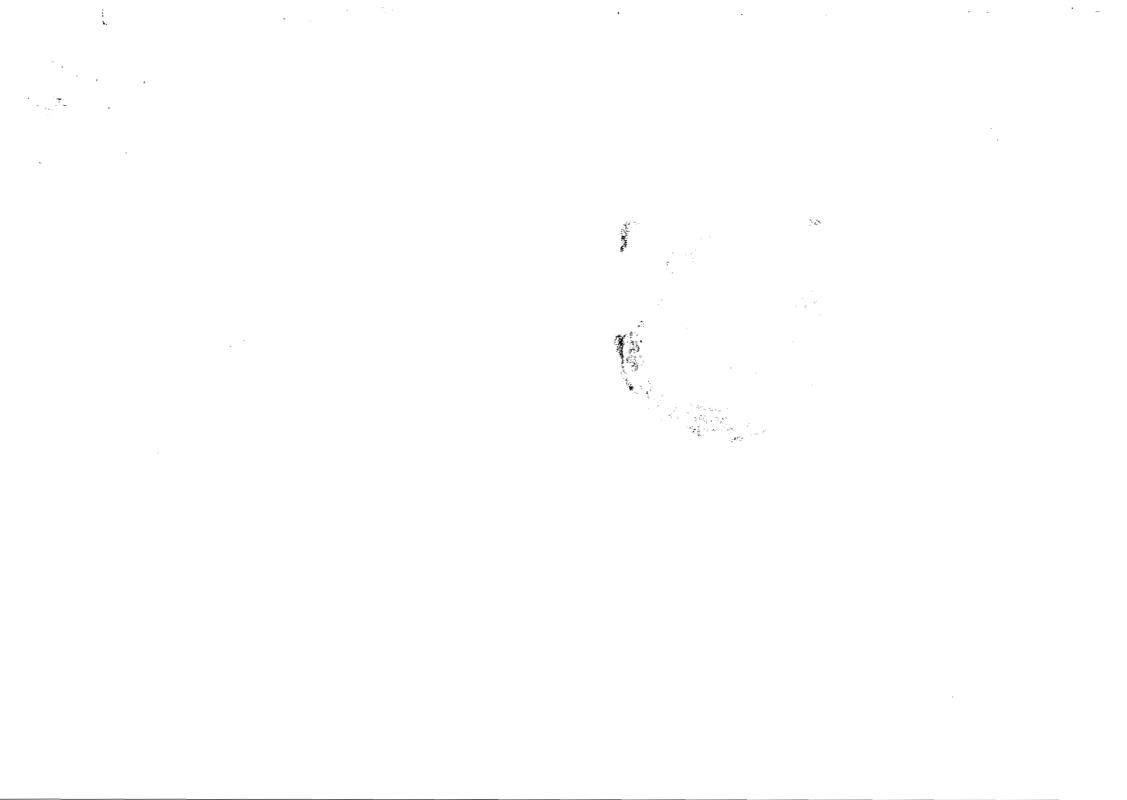


- b) The Sub-Lessor shall, subject to terms of the Sub-Lease **Deed**, grant, transfer, convey and assure, from time to time, all its reversionary rights and interests in respect of the Demised Plot as may be required by the Sub-Lessee for construction thereon as per applicable Master Plan, Rules and Building Regulations of YEA.
- c) The **Demised Plot** is free from all encumbrances, claims, disputes, encroachments, occupations, litigations, injunctions, mortgages, charaes, pledaes, lien. hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations. The **Sub-Lessee** has satisfied itself of the Sub-Lessor's title and has entered into this Sub-Lease Deed thereafter.
- d) The Sub-Lessor shall, at all times to come, not do, omit or suffer to be done anything whereby the sub-leasehold rights granted in favour of the Sub-Lessee in the Demised Plot are avoided, forfeited, extinguished or prejudicially any manner whatsoever, affected in excluding, circumstances where the sub-leasehold rights are affected on account of applicable law, rule or regulation or policy of the State Government or the Central Government, or any other relevant authority.
- e) The Sub-Lessor shall defend its rights, title and interest in the Demised Plot hereby sub-leased in favour of the Sub-Lessee and shall keep the Sub-Lessee indemnified and hold it harmless against all claims, costs, expenses, due to any proceedings or litigation for any reason, which the defect in title, in interest and leasehold rights of the Sub-ALTECH PVT. LTD.

 Lessor in the Demised Plot.

 For GAURSONS REALTECH PVT. LTD.





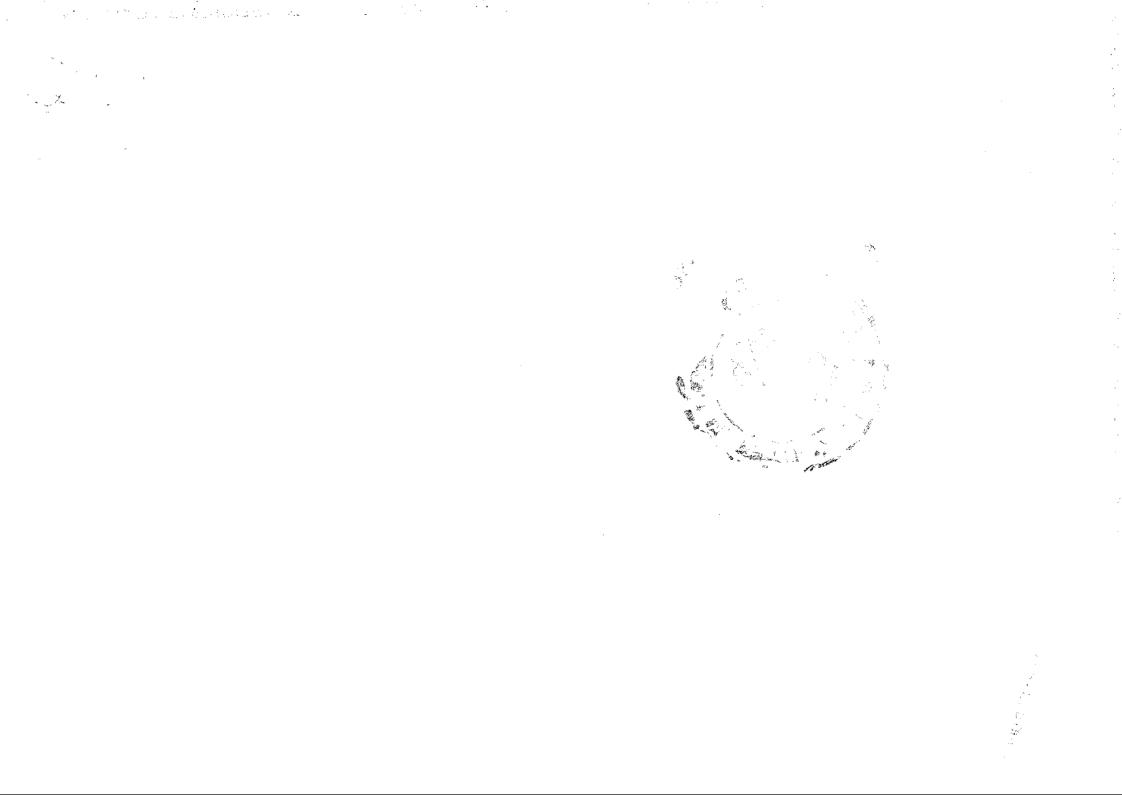
- 23. YEA shall have full right and title to all mines and minerals, coals, gold washing, earth oils and quarries in and under the **Demised**Plot or any part thereof and to do all acts and things, which may be reasonably necessary or expedient for the purpose of searching, removing and enjoying the same.
- 24. The **Sub-Lessee** shall not display or exhibit on the **Demised Plot** any picture posters, statues, other articles which are indecent or immoral. The **Sub-Lessee** shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings which shall be constructed over the **Demised Plot** except at places as may be specified for the purpose by the **Sub-Lessor**.
- 25. The Sub-Lessor shall have no objection to the Sub-Lessee using the word 'Jaypee Greens Sports City East' in its address for indicating the specific location of the Demised Plot in its brochure, promotional and marketing material. However this will not give the Sub-Lessee the right to use the word 'Jaypee Greens Sports City East' in any manner, either expressly or impliedly, intentionally or otherwise, so as to convey an impression that the project developed by the Sub-Lessee in the Demised Plot is part of the project of the Sub-Lessor or has been developed, constructed or carried out by the Sub-Lessor.
- 26. Nothing herein shall be construed to provide the **Sub-Lessee** with the right to prevent the **Sub-Lessor** from:
 - a) Constructing or continuing with the construction of the other buildings, independent houses, apartments or other structures and services in the areas adjoining the **Demised**

Plot:



- b) Putting up additional constructions, residential, commercial or of any other kind on the Subject Land, except on the Demised Plot; without affecting the common roads in the immediate periphery of the Demised Plot.
- In case **Sub-Lessee** allows the use, occupation and construction 27. on the Demised Plot to any person other than the Sub-Lessee itself, the Sub-Lessee shall ensure that all obligations, liabilities and responsibilities devolving upon the Sub-Lessee under this Sub-Lease Deed shall be complied with by the user, occupier and the construction agency of the **Demised Plot** or buildings thereon and shall bring all obligations, liabilities and responsibilities to the notice of such user, occupier or the construction agency of the **Demised Plot** or buildings thereon, wherein, in so far as the Sub-Lessor is concerned, it would be understood that any default in carrying out the obligations, liabilities and responsibilities by the Sub-Lessee's user, occupier and/or the construction agency, shall be deemed to be the default of the Sub-Lessee.
- 28. The **Sub-Lessee** shall ensure that all obligations, liabilities and responsibilities devolving upon the **Sub-Lessee** under this **Sub-Lessee** Deed shall be complied with by the subsequent sub-lessees in respect of the **Demised Plot** or buildings thereon and the **Sub-Lessee** shall bring all obligations, liabilities and responsibilities to the notice of such subsequent sub-lessees of the **Demised Plot** or buildings thereon who will subsequently be bound by the terms of this **Sub-Lease Deed**.
- The **Sub-Lessee** shall keep the **Sub-Lessor** indemnified against all actions, suits, claims, demands and proceedings, third party claims and cost or expense that may be suffered by the **Sub-Lessor** in respect thereof on account of anything claims are specified by the **Sub-Lessor** in respect thereof on account of anything claims are specified by the **Sub-Lessor** in respect thereof on account of anything claims.





omitted to be done by the **Sub-Lessee** in connection with or arising out of the **Demised Plot**, at all times.

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

The damages shall be assessed by the **Sub-Lesser** whose decision as to the extent of injury or damages or the amount payable shall be final and binding on the **Sub-Lessee**.

31. The **Sub-Lessee** shall comply with all the covenants, representations, warranties and undertakings contained herein, and keep the **Sub-Lessor**, its employees, representatives, agents harmless and indemnified of all claims, actions, as may be brought by the co-inhabitants of the **Sub-Lessee**, his guests or any person claiming through him, and all losses, damages, penalties, attorney fee, etc., as may be suffered by the **Sub-Lessor** on account of any act or omission by the **Sub-Lessee**.



The **Sub-Lessor** shall comply with all the covenants, representations, warranties and undertakings contained herein and under the terms of the **Lease Deeds** so far they apply to the

Demised Plot. It is clarified that unless stated otherwise in this was a stated otherwise in the stated otherwise in



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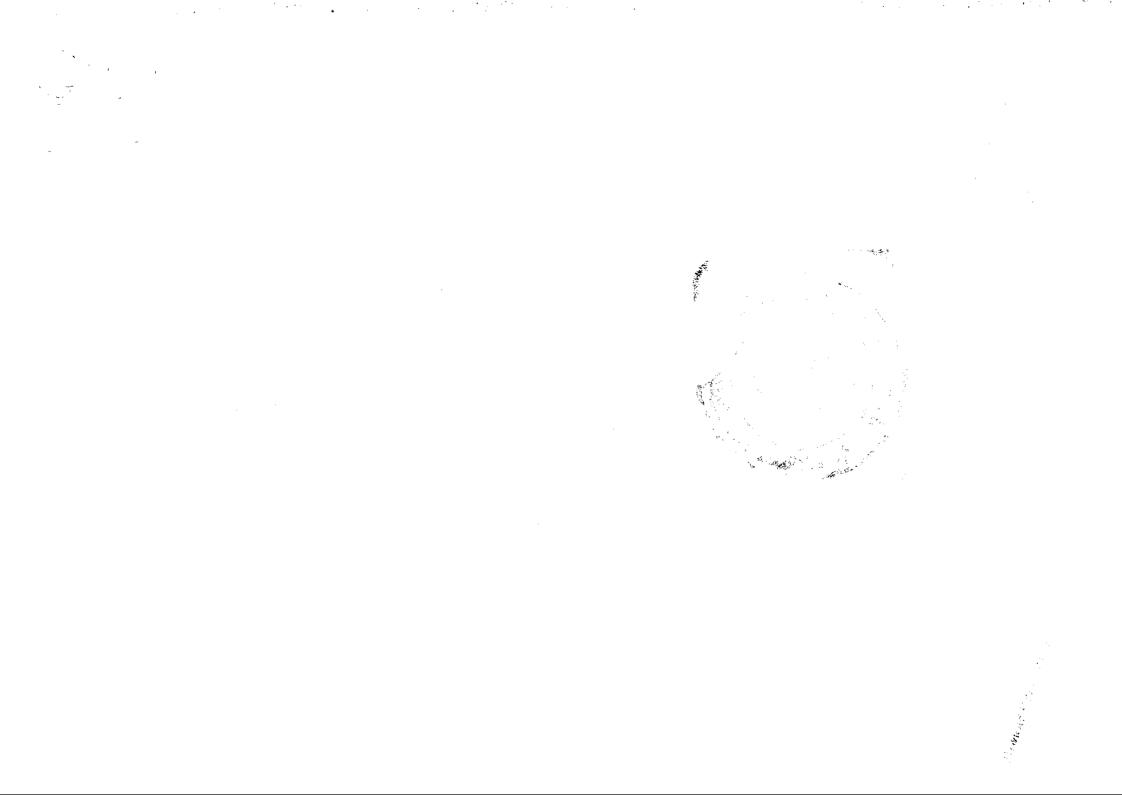
Sub-Lease Deed, the Sub-Lessee is bound by the terms of the Lease Deed as if and in as much as the Sub-Lessor is bound and liable to the YEA, and all terms of the Lease Deed so far they apply to the Demised Plot shall apply mutatis mutandis to the Sub-Lessee. Be that as it may, the Sub-Lessor, shall keep the Sub-Lessee, its employees, representatives, agents harmless and indemnified on account of any act or omission by the Sub-Lessor.

- 33. In case of any breach or default of the terms and conditions of this Sub-Lease Deed by the Sub-Lessee, YEA and/or the Sub-Lessor may, at their sole discretion, issue a written notice calling upon the Sub-Lessee to rectify the breach or default within such period as may be specified under the said notice. The Sub-Lessee, immediately upon receipt of such notice of the breach or default, shall be under obligation to rectify, remove the breach or default within the period specified under the notice and inform the Sub-Lessor and / or YEA, as the case may be, of such rectification or removal of breach or default in writing failing which YEA and / or the Sub-Lessor shall have the right, at its sole discretion, to take such action as may be considered appropriate.
- In case of any breach or default of the terms and conditions of this Sub-Lease Deed by the Sub-Lessor, the Sub-Lessee may, at its sole discretion, issue a written notice calling upon the Sub-Lessor to rectify the breach or default within such period as may be specified under the said notice. The Sub-Lessor, immediately upon receipt of such notice of such breach or default, shall be under obligation to rectify, remove the breach or default within the period specified under the notice and inform the Sub-Lessee of such rectification or removal of breach or default, by a written notice failing which the Sub-Lessee shall have the right,

at its sole discretion, to take such action as may be considered

appropriate.

For GAURSONS REALTECH PVT. LTD.



35. The **Sub-Lessee** shall not in any manner encroach upon the **Subject Land** and areas not handed over to the **Sub-Lessee**. Any encroachment, in any manner whatsoever, made by the **Sub-Lessee** shall be treated as default under this **Sub-Lease Deed**.

36. In the event, any clause of this **Sub-Lease Deed** or the **Lease Deeds** or any **YEA** rules, regulations or building bye-laws are violated or breached by the **Sub-Lessee** or any subsequent sub-lessee/s, leading to the **YEA** levying penalty on **Sub-Lessee** or subsequent sub-lessee and/or re-entering the **Demised Plot**, then the **Sub-Lessor** shall not be liable to pay any penalty, charges, damages, compensation or return any monies or rentals to the **Sub-Lessee**.

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

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

Jaypee Infratech Limited

Sector – 128, Noida

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

Attention: Mr. Sameer Gaur

Jt. Managing Director

Telephone No.: 0120-4609000 Email: sameer.gaur@jalindia.co.in



FOR GAURSONS REALTECH PVT. LTD.



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

Gaursons Realtech Pvt Ltd

D-25, Vivek Vihar, Delhi-110095

Attention : Mr Manoj Gaur

Managing Director

Telephone No.0120 4343333, Fax: 0120 4167319/20

Email: . manojgaur@gaursonsindia.com

- 38. The **Sub-Lessee** and / or the subsequent sub-lessees, as the case may be, shall be responsible to inform **YEA** and also the **Sub-Lessor** by Registered Post of all subsequent changes in their address, failing which all notices and other communications sent at their last address as available with **YEA** or the **Sub-Lessor** shall be deemed to have been served to the **Sub-Lessee** or the subsequent sub-lessees, as the case may be.
- 39. It shall be the responsibility of the **Sub-Lessor** to notify any change in its registered office address to the **Sub-Lessee** failing which, all notices and other communications sent to the **Sub-Lessor** at its registered office specified hereinabove shall be deemed to have been served on the **Sub-Lessor**.
- 40. This **Sub-Lease Deed** constitutes the entire understanding of the terms and conditions between the **Parties** with respect to the sub-lease of the **Demised Plot** to the **Sub-Lessee** and supersedes and cancels any or all prior oral or written discussions, representation, understanding, arrangement, communication or expression of intent, if any, between the **Parties** relating to the **Demised Plot** and / or subject matter of this **Sub-Lease Deed**.
- 41. If any provision or part of any provision hereof is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force are for GAURSONS of GAURS OF GA

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- 42. The **Parties** shall perform their obligations contained herein with due diligence and mutual cooperation keeping in view the interest of each other and execute and do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this **Sub-Lease Deed**.
- 43. The **Parties** shall try to resolve any dispute between them amicably by mutual discussions/ negotiations. In case, the **Parties** are unable to resolve the disputes amicably within 30 (thirty) days from the date of the notification of the dispute by one **Party** to the other, the dispute shall be referred to arbitration of a sole arbitrator. The sole arbitrator shall be appointed by the Chairman of the **Sub-Lessor** and shall be an independent person not having any pecuniary interest in the **Sub-Lessor**. The arbitration proceedings shall be conducted in accordance with the Arbitration & Conciliation Act, 1996 or any re-enactment or modification thereof for the time being in force and its decision shall be final and binding. The venue of arbitration shall be at Gautam Budh Nagar. The proceedings of arbitration shall be in English.
- 44. This **Sub-Lease Deed** shall be construed and interpreted in accordance with and governed by the laws of Union of India.
- 45. The local Court of Gautam Budh Nagar, Uttar Pradesh and Hon'ble High Court of Judicature at Allahabad shall have exclusive jurisdiction over all matters arising out of or relating to this **Sub-Lease Deed**.



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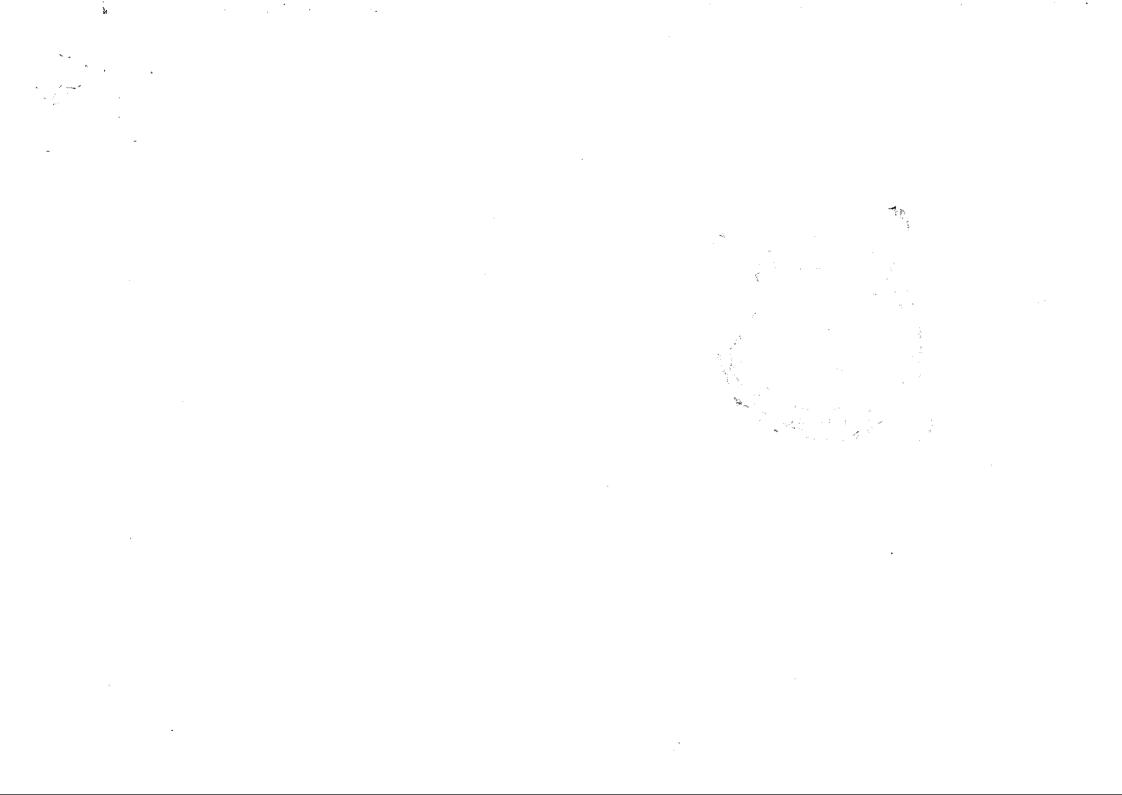
SECTOR -128, NOIDA

DETAILS OF LEASE DEEDS EXECUTED BETWEEN YEA & JIL IN RESPECT OF MIRZAPUR LAND PARCEL

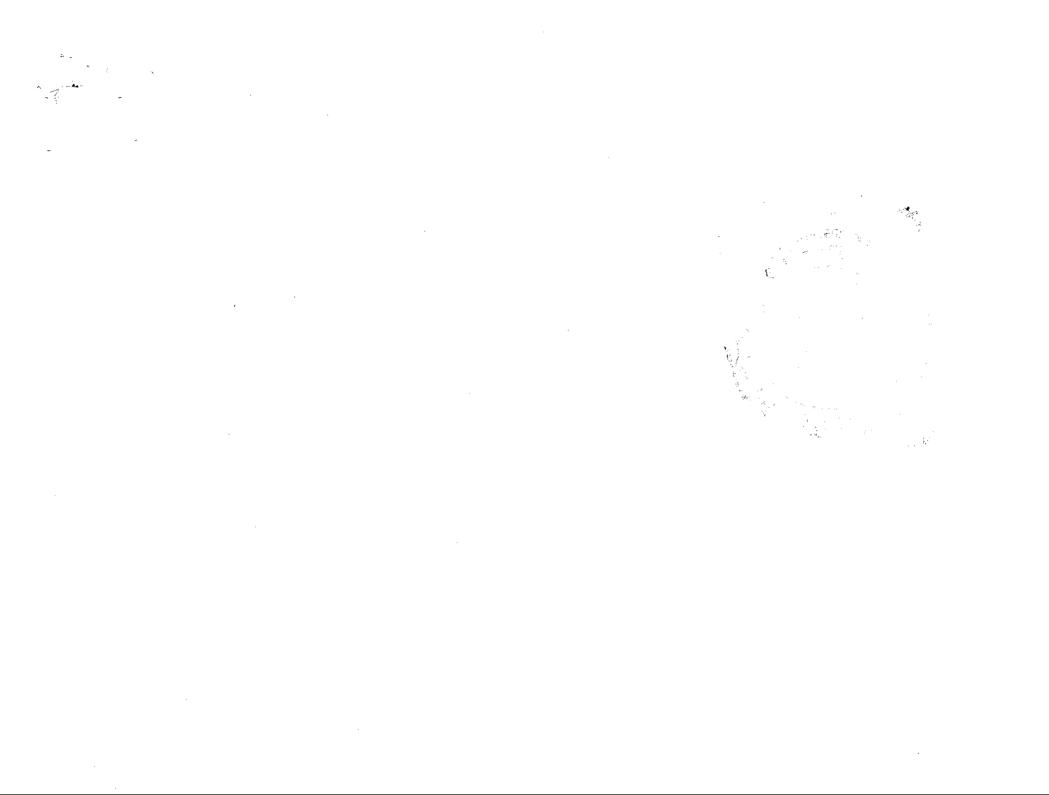
SI. No.	Name of Village	Area (Hect.)	Date of Lease Deed	Details of Registeration of Lease Deeds
1	Achheja Bujurg	112.2413	16.09.2009	Book No. 1, Volume No. 5192 Page No. 103/160, Sl. No. 13476 dt. 11.11.2009 with Sub-Registrar, Sadar (G.B. Nagar)
2	Mirjapur	105.4675	16.09.2009	Book No. 1, Volume No. 5192 Page No. 387/444, Sl. No. 13481 dt. 11.11.2009 with Sub-Registrar, Sadar (G.B. Nagar)
3	Salarpur	15.1446	16.09.2009	Book No. 1, Volume No. 5192 Page No. 55/102, Sl. No. 13475 dt. 11.11.2009 with Sub-Registrar, Sadar (G.B. Nagar)
4	Dungarpur Reelka	59.5890	16.09.2009	Book No. 1, Volume No. 5192 Page No. 1/54, Sl. No. 13474 dt. 11.11.2009 with Sub-Registrar, Sadar (G.B. Nagar)
5	Rampur Bangar	38.7170	16.09.2009	Book No. 1, Volume No. 5192 Page No. 107/158, Sl. No. 13484 dt. 11.11.2009 with Sub-Registrar, Sadar (G.B. Nagar)
6	Salarpur	26.0471	16.10.2009	Book No. 1, Volume No. 5192 Page No. 161/210, Sl. No. 13477 dt. 11.11.2009 with Sub-Registrar, Sadar (G.B. Nagar)
7	Achheja Bujurg	3.1800	02.12.2009	Book No. 1, Volume No. 5276 Page No. 323/370, Sl. No. 14497 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)
8	Mirjapur	19.1066	02.12.2009	Book No. 1, Volume No. 5276 Page No. 131/178, Sl. No. 14493 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)
9	Salarpur	10.5160	02.12.2009	Book No. 1, Volume No. 5276 Page No. 227/274, Sl. No. 14495 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)
10	Dungarpur Reelka	3.4355	02.12.2009	Book No. 1, Volume No. 5276 Page No. 371/418, Sl. No. 14498 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)
11	Rampur Bangar	3.4980	02.12.2009	Book No. 1, Volume No. 5276 Page No. 275/322, Sl. No. 14496 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)
12	Salarpur	7.3676	02.12.2009	Book No. 1, Volume No. 5276 Page No. 179/226, Sl. No. 14494 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)
13	Munjkheda	36.5090	04.12.2009	Book No. 1, Volume No. 5276 Page No. 35/82, Sl. No. 14491 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)

FOR GAURSONS REALTECH POT. LTC

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ડી. No.	Name of Village	Area (Hect.)	Date of Lease Deed	Details of Registeration of Lease Deeds
14	Salarpur	9.8965	04.12.2009	Book No. 1, Volume No. 5276 Page No. 83/130, Sl. No. 14492 dt. 05.12.2009 with Sub- Registrar, Sadar (G.B. Nagar)
15	Salarpur	11.3899	16.02.2010	Book No. 1, Volume No. 5649 Page No. 319/388, Sl. No. 3202, dt. 16.03.2010 with Sub-Registrar, Sadar (G.B. Nagar)
16	Achheja Bujurg	1.5860	12.04.2010	Book No. 1, Volume No. 6992 Page No. 211/260, St. No. 17113 dt. 01.07.2010 with Sub-Registrar, Sadar (G.B. Nagar)
17	Mirjapur	0.1053	12.04.2010	Book No. 1, Volume No. 6992 Page No. 161/210, Sl. No. 17112 dt. 01.07.2010 with Sub-Registrar, Sadar (G.B. Nagar)
18	Salarpur	26.6596	22.06.2010	Book No. 1, Volume No. 6992 Page No. 311/360, Sl. No. 17115 dt. 01.07.2010 with Sub-Registrar, Sadar (G.B. Nagar)
19	Dungarpur Reelka	20.2290	30.07.2010	Book No. 1, Volume No. 7307 Page No. 45/98, Sl. No. 20578, dt. 27.08.2010 with Sub-Registrar, Sadar (G.B. Nagar)
20	Salarpur	3.1719	01.11.2010	Book No. 1, Volume No. 7869 Page No. 63/112, Sl. No. 1263 dt. 25.01.2011 with Sub-Registrar, Sadar (G.B. Nagar)
21	Salarpur	10.1635	21.05.2012	Book No. 1, Volume No. 11199 Page No. 21/70, Sl. No. 13316, dt. 06.07.2012 with Sub-Registrar, Sadar (G.B. Nagar)
22	Rampur Bangar	0.0100	12.09.2012	Book No. 1, Volume No. 12161 Page No. 277/326, Sl. No. 23976 dt. 12.12.2012 with Sub-Registrar, Sadar (G.B. Nagar)
23	Mirjapur	0.0500	12.09.2012	Book No. 1, Volume No. 12161 Page No. 203/250, Sl. No. 23974 dt. 12.12.2012 with Sub-Registrar, Sadar (G.B. Nagar)
24	Salarpur	1.3370	12.09.2012	Book No. 1, Volume No. 12161 Page No. 327/376, Sl. No. 23977 dt. 12.12.2012 with Sub-Registrar, Sadar (G.B. Nagar)
25	Achheja Bujurg	0.2450	12.09.2012	Book No. 1, Volume No. 12161 Page No. 377/426, Sl. No. 23978 dt. 12.12.2012 with Sub-Registrar, Sadar (G.B. Nagar)
26	Salarpur	2.0904	10.07.2013	Book No. 1, Volume No. 13890 Page No. 91/140, Sl. No. 19656 dt. 01.08.2013 with Sub-Registrar, Sadar (G.B. Nagar)
27	Salarpur	1.6385	18.07.2013	Book No. 1, Volume No. 13890 Page No. 15/90, Sl. No. 19655 dt. 01.08.2013 with Sub-Registrar, Sadar (G.B. Nagar)
	TOTAL	529.3918		
	Land to be transferred by YEA to JIL	19.3717		. DITLLTD.
	GRAND TOTAL	548,7635		ANS REALTECH PO
For GAURSON				FOR GAURSONS REALTECH PVILLTD.
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to Sub-Lease Deed dated .3.1:3:14....

SCHEDULE OF PROPERTY

The Demised Plot having area as below:-

2,02,340 Sqm. (50.00 Acres)

or thereabout at Sector 19, Jaypee Sports City East, Yamuna Expressway Industrial Development Authority Area, Distt. G.B. Nagar (UP) and as demarcated on the Location Plan and bound as under:

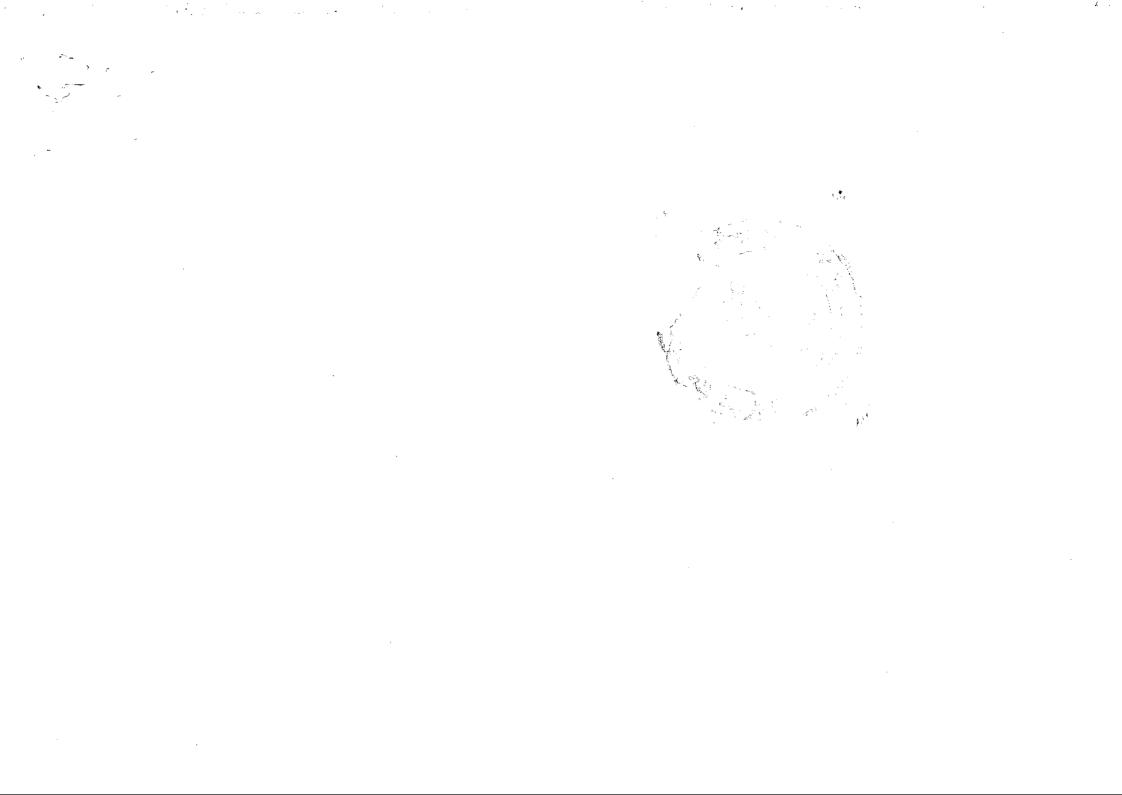
At or towards the EAST

At or towards the WEST

At or towards the NORTH

As per Location Plan attached as **Annexure – III**.

At or towards the SOUTH

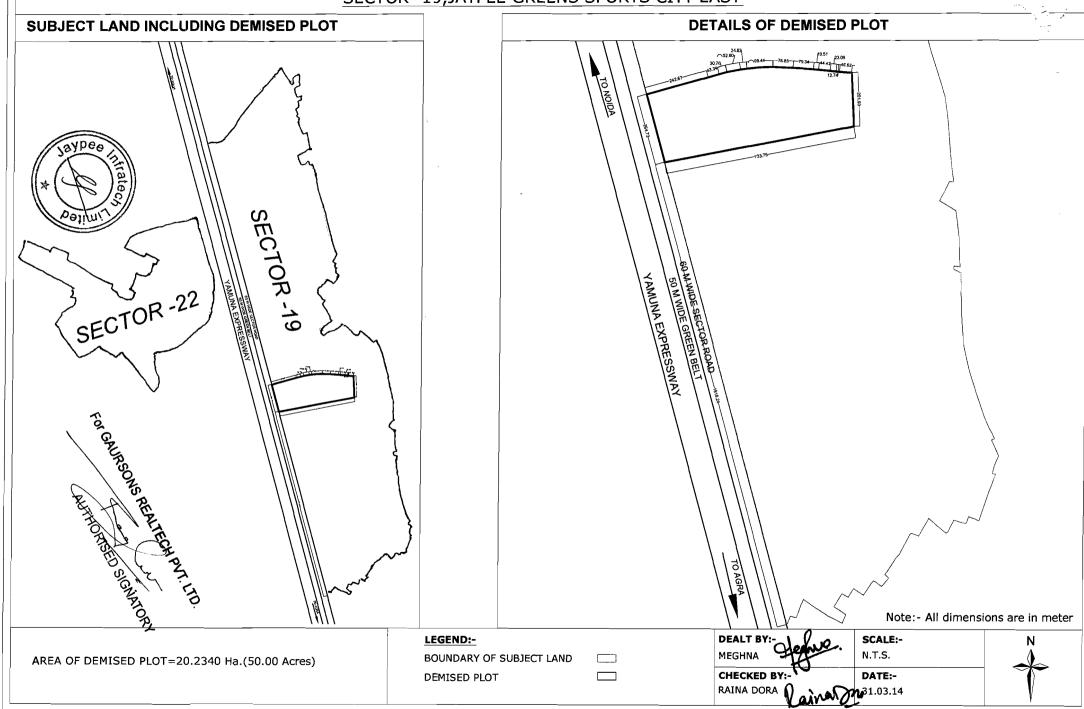


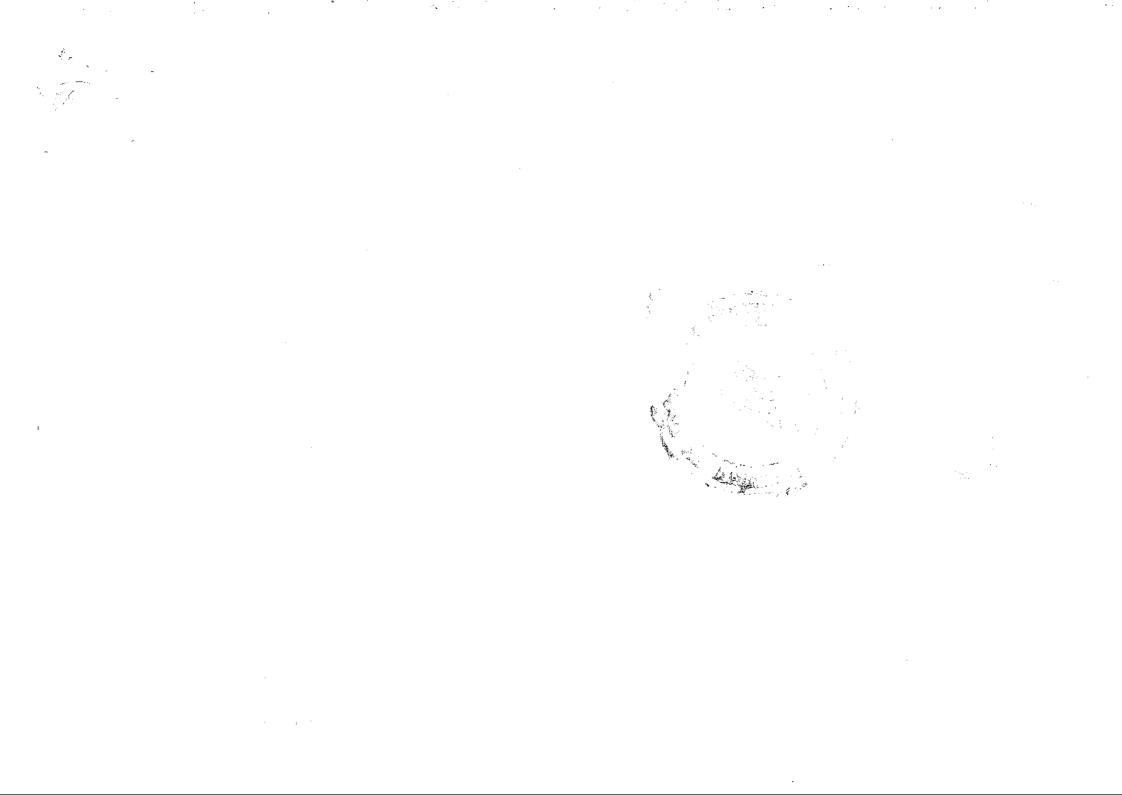
LOCATION PLAN OF DEMISED PLOT

To Sublease Deed Dated 31:3:14

Annexure III

SECTOR -19, JAYPEE GREENS SPORTS CITY EAST





IN WITNESS WHEREOF the Parties 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 the within named Jaypee Infratech Ltd.

SIGNED AND DELIVERED BY the within named Gaursons Realtech Pvt Ltd

For Jaypee infratech Limited

For GAURSONS REALTECH PVT. LTD.

Enclosures: Annexure – : Details of Lease Deeds.

Annexure-II : Schedule of Property

Annexure-III : Location Plan

धारा-32, भारतीय स्टाम्प अधिनियम का प्रमाणक वाद सं0-1920 / 2014 कम्प्यूटरीकृत वाद सं0-डी 20141127001920

धारा-31, भारतीय स्टाम्प अधिनियम,1899 के सूसंगत प्राविधानों के अन्तर्गत मैसर्स गौडसन्स रियलटेक प्राईवेट लिमिटेड द्वारा प्रस्तृत आलेख में वर्णित सम्पत्ति-जे0पी0ग्रीन्स स्पोर्टस सिटी ईस्ट,पॉकेट-3,सेक्टर-19, स्थित ग्राम-मिर्जापुर व अच्छेजा बुजुर्ग (यमुना एक्सप्रेस-वे औद्योगिक विकास प्रा0) क्षेत्रफल-2,02,340 वर्गमीटर या 50 एकड के सम्बन्ध में आवश्यक विधिक कार्यवाही करने के उपरान्त, उपरोक्त वर्णित सम्पत्ति की कुल बाजारू कीमत कलेक्टर स्टाम्प/ अपर जिलाधिकारी (वि०/रा०) गौतमबुद्धनगर के आदेश दिनॉक ०४ जुन,२०१४ द्वारा अंकन-12.81.38.450 / – रू० (बारह करोड इक्यांस्सी लाख अडतीस हजार चार सौ पचास रू०) अवधारित की गयी थी, जिसपर धारा-17 सपिठत अनुच्छेद-23,अनुसूची-1ख,भारतीय स्टाम्प अधिनियम,1899 तथा उत्तर प्रदेश स्टाम्प (सम्पत्ति का मूल्याकन) नियमावली,1997 के सुसंगत प्राविधानों के अन्तर्गत अंकन-12,81,38,450 / - रू० (बारहे करोड इक्यास्सी लाख अडतीस हजार चार सौ पचास रू0) का स्टाम्प शुल्क देय पाया गया था जिसे इस लेखपत्र पर विधिपूर्वक पूर्ण अदा कर दिया गया है। अतएव यह लेखपत्र यथा विधि स्टाम्पित है।

जमा धनराशि का विवरण:-

ई—स्टाम्प सर्टिफिकेट नं0—IN-UP00414727705150M, dt.12-06-2014

अंकन-12,81,39,000 / -रू० (बारह करोड इक्यास्सी लाख उन्नतालीस हजार रू०)

बैंक ऑफ बडोदा, सी-25,सेक्टर-62, नोएडा ।

कलेक्ट्रर स्टाम्प/अपर जिलाधिकारी(वि0/रा0) गौतमबुद्धनगर ।

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27/6/2014 ्रेगा क्षित्र साराज्ये