4229

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

सत्यमेव जयते

Certificate No.	:	IN-UP03363691620837P
Certificate Issued Date	:	27-Jun-2017 04:33 PM
Account Reference	:	SHCIL (FI)/ upshcil01/ GREATER NOIDA/ UP-GBN
Unique Doc. Reference	:	SUBIN-UPUPSHCIL0104030658330424P
Purchased by	:	EXPRESSWAY HOSPITALITY PRIVATE LIMITED
Description of Document	:	Article 35 Lease
Property Description	:	PLOT NO. P-5A, COMMUNITY CENTER, SECTOR-134, NOIDA
Consideration Price (Rs.)	:	
First Party	:	JAYPEE INFRATECH LIMITED
Second Party	:	EXPRESSWAY HOSPITALITY PRIVATE LIMITED
Stamp Duty Paid By	:	EXPRESSWAY HOSPITALITY PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	72,65,000 (Seventy Two Lakh Sixty Five Thousand only)

SHCIL Gr. NOIDA (U.P.)

2

----------Please write or type below this line----------

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Statutory Alert:

1. 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.
2. The onus of checking the genuineness of this Certificate lies with the recipient.

4229

SUB-LEASE DEED

Property Details:	**Plot no P – P5A for Community Center for Barat Ghar and other community uses in Residential Land use Sector – 134, Noida.**
Project:	**Jaypee Greens Wish Town, Noida (U.P)**
Sale Consideration:	**Rs. 11,35,00,000/-**
Circle rate per (Sq. mtrs):	**40% of Rs. 57750/- = Rs 23,100/- per Sq. Mtrs.**
Value as per Circle rate:	**Rs. 14,52,99,000/-**
Stamp duty payable:	**Rs 72,64,950/- (As per Circle rate)**
Stamp duty paid:	**Rs. 72,65,000/- (As per Circle rate) (Rounded off)**
Plot Area:	**6,290 mtrs (1.55 acres approx.)**

The Market Value is calculated according to Format- 4(i) part-2 of Circle Rate List dated 30.07.2016, mentioned on Page No.40, Row No.5.

Software V- Code: 0142 and note no 7B (iii) of General Instructions, Part 2(c) on page 67

This **SUB-LEASE DEED** is made and entered on this the 27th day of June, 2017 ("**Execution Date**") at Noida, District- Gautam Budh Nagar, Uttar Pradesh.

Jaypee Infratech Limited

For Expressway Hospitality Pvt. Ltd.

Director/Auth. Signatory

BY AND BETWEEN

JAYPEE INFRATECH LIMITED [PAN- AABCJ9042R], a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at Sector-128, Noida-201304, U.P (hereinafter referred to as the **"Sub-Lessor"** or the **"First Party"**), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives, acting through its authorized Signatory Mr. Ajit Kumar appointed vide power of attorney executed by Jaypee Infratech Limited dated September 9, 2016, authorizing the stated to execute this Sub-Lease Deed on behalf of the First Party.

AND

Expressway Hospitality Pvt Ltd [PAN- AACCC9706A], a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at D-3, 3rd Floor, Defence Colony, New Delhi 110024, (hereinafter referred to as "**Sub-Lessee**" or the "**Second Party**"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives acting through its Authorized Signatory **Shri Upinder Singh Gulati** vide resolution dated 23rd June'17, authorizing to execute this Sub-Lease Deed on behalf of the Sub-Lessee.

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

WHEREAS:

A. The Government of U.P ("**GoUP**") constituted the Taj Expressway Industrial Development Authority, vide GoUP Notification no. 697 / 77 – 04 – 2001 – 3 (N) / 2001 dated 24.04.2001 (name changed to Yamuna Expressway Industrial Development Authority vide GoUP Notification no. 1165 / 77 – 04 – 08 – 65N/ 08 dated 11.07.2008), under the Uttar Pradesh Industrial Area Development Act 1976, presently having its principal office at 1st Floor, Commercial Complex, Block-P-2, Sector-Omega-1, Greater Noida, District Gautam Budh Nagar– 201308, U.P. (hereinafter referred to as "**YEA**") for anchoring development of the Taj Expressway Project (renamed as the Yamuna Expressway vide GoUP Notification no. 1165/77-04-08-65N/08 dated 11.07.2008) which, *inter alia*, includes construction of six-lane, 160 (on hundred and sixty) Kilometers long Yamuna Expressway with service roads and associated facilities connecting Noida and Agra (hereinafter referred to as the "**Expressway**");

B. By a concession agreement dated 07.02.2003 (the "**Concession Agreement**") executed between YEA and Jaiprakash Industries Limited ("**JPIL**"), JPIL was

Jaypee Infratech Limited

For Expressway Hospitality Pvt. Ltd.

Director / Auth. Signatory

उप पट्टा विलेख (90 वर्ष)

113,500,000.00	**145,299,000.00**	20,000.00	240	20,240.00	106	
प्रतिफल	मालियत	ओसत वार्षिक किराया	फीस रजिस्ट्री	नकल व प्रति शुल्क	योग	पृष्ठों की संख्या

श्री मै0 Expressway Hospitality Pvt Ltd द्वारा उपेन्द्र सिंह गुलाटी

पुत्र श्री पूरन सिंह गुलाटी

व्यवसाय अन्य

निवासी स्थायी डी-3 डिफेन्स कॉलोनी, दिल्ली

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 27/6/2017 समय 5:01PM

बजे निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विजेन्द्र कुमार
नि0 लि0 नोएडा–1

लव कुमार शर्मा प्रभारी
उप निबन्धक (प्रथम)
नोएडा
27/6/2017

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

पट्टा दाता

श्री मै0 Jaypee Infratech Ltd द्वारा अजीत कुमार

पेशा अन्य

निवासी सैक्टर-128 नोएडा

पट्टा गृहीता

श्री मै0 Expressway Hospitality Pvt Ltd द्वारा उपेन्द्र सिंह गुलाटी

पुत्र श्री पूरन सिंह गुलाटी

पेशा अन्य

निवासी डी-3 डिफेन्स कॉलोनी, दिल्ली

ने निष्पादन स्वीकार किया ।

जिनकी पहचान हिमान्शु दिलावरी
कृष्ण लाल दिलावरी

पेशा अन्य

निवासी ई-19 सै0 27 नोएडा

व एम आर बडौनी
जी आर बडौनी

पेशा अन्य

निवासी सै0 128 नोएडा

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

विजेन्द्र कुमार
नि0 लि0 नोएडा–1

लव कुमार शर्मा प्रभारी
उप निबन्धक (प्रथम)
नोएडा

granted a 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 for a term of 36 (thirty six) years commencing from the date of commercial operation of the Expressway plus any extensions thereto, in accordance with the Concession Agreement ("**Concession Period**");

C. Pursuant to scheme of amalgamation dated 10.03.2004 sanctioned by the Hon'ble High Court of Allahabad in Company Petition No. 26 of 2003, under section 394 of the Companies Act, 1956, JPIL was amalgamated and merged with Jaypee Cements Limited with effect from 01.04.2002;

D. The name of Jaypee Cements Limited was subsequently changed to Jaiprakash Associates Limited ("**JAL**") by way of special resolution passed by the shareholders of Jaypee Cements Limited on 29.03.2003 under section 21 of the Companies Act, 1956 and approval of the Central Government was accorded by way of letter dated 11.03.2004 and a fresh certificate of incorporation dated 11.03.2004 consequent to the change in the name was issued by the registrar of companies situated at Kanpur;

E. In terms of Clause 18.1 of the Concession Agreement and the directives of YEA, JAL the then concessionaire, incorporated a special purpose vehicle, namely Jaypee Infratech Limited i.e. the Sub-Lessor, for the implementation of the Expressway;

F. All the rights and obligations of JAL under the Concession Agreement were transferred to the Sub-Lessor by an Assignment Agreement dated 19.10.2007 duly executed by and amongst YEA, the Sub-Lessor and JAL. Further, a Project Transfer Agreement dated 22.10.2007 was executed between JAL and the Sub-Lessor, and therefore, the Sub-Lessor is now the Concessionaire under the Concession Agreement;

G. In terms of the Concession Agreement, YEA agreed to transfer on lease to the Sub-Lessor, 25 (twenty-five) million square meters of land, for commercial, amusement, industrial, institutional and residential development at 5 (five) or more locations alongside the Expressway, including 5 (five) million square meters of land at Noida/Greater Noida;

H. YEA, in part discharge of its obligations under the Concession Agreement for transfer of 5 (five) million square meters of land for development at Noida/Greater Noida, transferred on lease, for a period of 90 (ninety)years, i.e. 498.94 (four hundred ninety eight point nine four) hectares (i.e. 1232.38 (one thousand two hundred thirty two point three eight acres) of land ("**Leased Land**") situated at Noida to the Sub-Lessor, through various lease deeds ("**Lease Deeds**"). The details of the Lease Deeds are provided in **Annexure – I** attached hereto. The balance 1.06 (one point zero six) hectares (2.62 (two point six two) acres) of land for development is in the process of being transferred by YEA to

Jaypee Infratech Limited

For Expressway Hospitality Pvt. Ltd.

पट्टा दाता

Registration No.: 4229 Year : 2,017 Book No. : 1

0101 मै0 Jaypee Infratech Ltd द्वारा अजीत कुमार

सैक्टर-128 नोएडा

अन्य

the Sub-Lessor to complete the transfer of 5 (five) million square meters of land at Noida;

I. Out of 498.94 (four hundred ninety eight point nine four) hectares (i.e. 1232.38 (one thousand two hundred thirty two point three eight) acres) of the Leased Land, 430.3141 (four hundred thirty point three one four one) hectares (i.e. 1062.84 (one thousand sixty two point eight four) acres) of the land (the "**Subject Land**") falls in Sectors 128, 129, 131, 133 and 134 at Noida (which has since been named as **Jaypee Greens, Wish Town, Noida**);

J. The Sub-Lessor has represented that as per the Lease Deeds ,the Sub-Lessor has an unfettered right to sub-lease the whole or any part of the Leased 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 Leased Land or part thereof in any manner whatsoever without requiring any consent or approval of or payment of any additional charges, transfer fee, premium etc. to YEA or any other authority and the sub-lessee of the Leased Land is also entitled to sub-lease the Leased Land/part thereof and to undertake execution of subsequent multiple leases of the Leased Land in smaller parts. The sub-lessee/licensee shall be vested with the same rights as vested in the Sub-Lessor;

K. The Parties herein have mutually agreed that for the One Time Premium/ Consideration (*as defined hereinafter*) being received by the Sub-Lessor from the Sub-Lessee, the Sub-Lessor shall grant, transfer and convey on sub-lease all rights, title and interest vesting in the Sub-Lessor under the Lease Deeds over an area admeasuring 6,290 (six thousand two hundred ninety) sq. mtrs.(1.55 (one point five five) acres) bearing plot no. P-5A as per the Development Plans (*as defined hereinafter)* and forming a part of the Subject Land and situated in Sector 134, Noida, Uttar Pradesh("**Demised Plot**") on the same terms and conditions as mentioned in the Lease Deeds, for the purpose of development of Community Centre for Barat Ghar and other community uses as per the Permissible Uses. Details of the Demised Plot is annexed herewith as **Annexure - II** and location plan of the Demised Plot in the Subject Land is attached as **Annexure–III** herewith;

L. The Sub-Lessor prepared Development Plans (*as defined hereinafter*) for the development of the Subject Land (named as Jaypee Greens Wish Town, Noida), which includes the Demised Plot, which were approved by New Okhla Industrial Development Authority ("**Noida**") vide letter no. NOIDA/STP/2015/774 dated 20.02.2015, valid for a period of 5 (five) years i.e. till 19.02.2020. As per the Development Plans, the Demised Plot is earmarked for use as Community centre for Barat Ghar and other community uses including with FAR of 1 (one). A copy of the Development Plan is attached as **Annexure - IV**;

M. The Sub-Lessor has represented, assured, warranted, covenanted, undertaken

Jaypee Infratech Limited

For Expressway Hospitality Pvt. Ltd.

Director/ Auth. Signatory

पट्टा गृहीता

Registration No. : 4229 Year : 2,017 Book No. : 1

0201 मै0 Expressway Hospitality Pvt Ltd द्वारा उपेन्द्र सिंह ग

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डी-3 डिफेन्स कॉलोनी, दिल्ली

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and confirmed to the Sub-Lessee that:

(i) The Sub-Lessor is the owner and has all rights, title and interest in the lease hold rights of the Demised Plot, which is earmarked for use as Community Centre for Barat Ghar and other community uses, and the Sub-Lessor is legally competent to transfer, grant and assign, the Demised Plot by way of a sub-lease and to execute this Deed in favour of the Sub-Lessee giving clear, unencumbered and marketable title to the Sub-Lessee, and that the Sub-Lessee shall peacefully and quietly hold, possess and enjoy the Demised Plot during the Term(*as defined hereinafter*) without any interruption, disturbance, claims or demands by the Sub-Lessor or by any person(s) claiming for and on behalf of the Sub-Lessor except in accordance with this Deed;

(ii) The Sub-Lessor shall, subject to the terms mentioned herein, grant, transfer, convey and assure, from time to time, its reversionary rights and interests in respect of the Demised Plot as may be required by the Sub-Lessee for construction thereon as per applicable master plan, rules and building regulations of Noida;

(iii) The Demised Plot is free of all Encumbrances (*as defined hereinafter*), mortgages, liens, charges, pledges, security, assignment, privileges or priority of any kind having the effect of security or other such obligations, acquisition, injunction, gifts, attachments, hypothecation/s etc., disputes, encroachments, litigation, injunction, attachment in the decree of any court, stay order or equitable mortgage, will, trust, exchange, lease, claims, subsisting agreements (in favour of any persons, body corporate, firm, association of persons, trust, society etc.) or any other charges of any nature whatsoever and there are no pending attachment proceedings of the Income Tax Department or any other department with respect thereto and no pending proceedings for acquisition or requisition or notices, and there is no impediment whatsoever in the way of the Sub-Lessor in transferring, conveying and granting by way of sub-lease, all its rights, title and interest in the Demised Plot and there are no restrictive covenants operating upon them or the Demised Plot; and the Sub-Lessee shall be free to create Encumbrance over the Demised Plot of any nature whatsoever;

(iv) The Sub-Lessor undertakes that it shall not do, omit or suffer to be done anything whereby the leasehold rights granted, transferred and conveyed in favour of the Sub-Lessee in the Demised Plot are avoided, forfeited, extinguished or prejudicially affected in any manner whatsoever. This shall however, exclude circumstances where the sub leasehold rights are affected on account of change of applicable Laws, rule or regulation or policy of the State Government or the Central Government, or any other Applicable Authority.

Jaypee Infratech Limited

For Expressway Hospitality Pvt. Ltd.

Director / Auth. Signatory

गवाह

egistration No.: 4229 Year : 2017 Book No. : 1

W1 हिमान्शु दिलावरी

कृष्ण लाल दिलावरी

ई-19 सै0 27 नोएडा

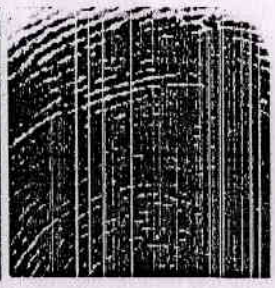
अन्य

W2 एम आर बडौनी

जी आर बडौनी

सै0 128 नोएडा

अन्य



(v) The Sub-Lessor undertakes that it shall defend its rights, title and interest in the Demised Plot hereby granted, transferred and conveyed in favour of the Sub-Lessee and shall keep the Sub-Lessee indemnified and hold the Sub-Lessee harmless against all claims, costs, expenses, due to any proceedings or litigation for any reason, which the Sub-Lessee may suffer by reason of any claim for any defect in title, in interest and leasehold rights of the Sub-Lessor in the Demised Plot;

(vi) The payment of the premium amount of the Leased Land has already been made by the Sub-Lessor to YEA and payment of annual lease rent for the Leased Land including the Demised Plot to YEA is the obligation of the Sub-Lessor and the Sub-Lessee shall not be liable on this account. In the event of failure of the Sub-Lessor to pay the annual lease rent, the Sub-Lessee shall have the right to pay such amounts and recover the same from the Sub-Lessor

(vii) There is no legal impediment in entering into this Deed;

(viii) There are no proceedings, legal or otherwise, pending in connection with the ownership or any other right, title and/or interest therein or any other aspect of the Demised Plot; and

(ix) There are no dues or demands pending in respect of the Demised Plot and all costs, charges, rents, premiums, etc. in respect of the Demised Plot have been fully paid by the Sub- Lessor;

N. Based on the aforesaid representations, assurances, covenants, undertaking, warranties and confirmations of the Sub–Lessor, as mentioned herein above and further in this Deed, the Sub-Lessee has agreed to take the Demised Plot on sub-lease for a period upto 27.02.2093 for a consideration of the One Time Premium/Consideration of Rs 11,35,00,000/- **(Rupees Eleven Crores Thirty Five Lacs Only)** on the agreed terms and conditions as mentioned in this Deed.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS AND CONDITIONS AND UNDERSTANDINGS SET FORTH IN THIS DEED AND OTHER GOOD AND VALUABLE CONSIDERATION (THE RECEIPT AND ADEQUACY OF WHICH ARE HEREBY MUTUALLY ACKNOWLEDGED), THE PARTIES WITH THE INTENT TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS AND PRINCIPLES OF INTERPRETATIONS

Definitions

In addition to the terms defined in the introduction to this Deed and other parts of this Deed, wherever used in this Deed, unless repugnant to the meaning or

Jaypee Infratech Limited

For Expressway Hospitality Pvt. Ltd.

Director / Auth. Signatory

context thereof, the following expressions shall have the meanings set forth below:

"**Approval(s)**" means any and all approvals, authorizations, licenses, permissions, consents, no objection certificates required to be obtained for the planning, designing, development and construction over the Demised Plot including without limitation environmental clearances, change of land use, conversions, temporary power connections, fire related approvals, occupancy certificate, completion certificate, no-objection certificates and all other approvals and/ or permissions from any other statutory or governmental authorities whether State or Central;

"**Arbitration Act**" means the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and such subsequent amendments made thereto from time to time;

"**Claims**" means any and all demands, actions, cause of actions, damages, losses, costs, liabilities or expenses, including, without limitation, professional fees and all costs incurred in pursuing any of the foregoing or any proceeding relating to any of the foregoing;

"**Common Areas and Facilities**" shall have the meaning as ascribed to such term in Article 9.1;

"**Deed**" and 'this "**Deed**"' means this Sub-Lease Deed and all attached annexures, schedules, exhibits and instruments supplemental to or amending, modifying or confirming this Deed in accordance with the provisions of this Deed;

"**Demised Plot**" means the plot bearing no. P-5A in the Development Plan having an area admeasuring 6,290 (six thousand two hundred ninety) sq. mtrs (1.55 (one point five five) acres), situated in Sector 134, Noida, Uttar Pradesh for the Community Centre for Barat Ghar and other community uses
and forming part of the Subject Land as per the Development Plan and the New Okhla Industrial Development Area Building Regulations, 2010. A location plan and layout of the Demised Plot is provided in **Annexure-II** and **Annexure -III** respectively;

"**Designated Maintenance Agency**" shall have the meaning as ascribed to such term in Article 8.2;

"**Development Plan**" means the land use plan, layout plan and other plans for the development of the Subject Land (named as Jaypee Greens Wish Town, Noida), which includes the Demised Plot, and which were approved NOIDA vide letter no. NOIDA/STP/2015/774 dated 20.02.2015, valid for a period of 5(five) years i.e. till 19.02.2020 or any revision thereof or in future;

Jaypee Infratech Limited

For Expressway Hospitality Pvt. Ltd.

Director / Auth. Signatory

"**Effective Date**" means the date of execution of this Deed;

"**Encumbrances**" means any mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other Persons, claim, security interest, encumbrance, title defect, title retention agreement, voting trust agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, voting rights, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same;

"**FAR**" means floor area ratio;

"**Governmental Authority/Applicable Authority**" means any government authority, statutory authority, government department, agency, commission, board, tribunal or court, rule or regulation making entity having or purporting to have jurisdiction in India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, having jurisdiction with the subject matter of this Deed from time to time;

"**Indemnified Party**" shall have the meaning as ascribed to such term in Article 13.1;

"**Indemnifying Party**" shall have the meaning as ascribed to such term in Article 13.1;

"**Law(s)**" or "**applicable Law(s)** means all applicable laws, by-laws, rules, regulations, FDI Regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental/ applicable Authority or Person acting under the authority of any Governmental Authority and/ or, of any statutory authority in India, whether in effect on the Effective Date or thereafter;

"**Leased Land**" shall have meaning as ascribed to such term in Recital H;

"**Losses**" shall have the meaning as ascribed to such term in Article 13.1;

"**One Time Premium/Consideration**" means an amount of Rs 11,35,00,000/- **(Rupees Eleven Crores Thirty Five Lacs Only)** which has been paid by the Sub-Lessee to the Sub-Lessor as mentioned in Article 2.1;

"**Person(s)**" means any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability company, joint venture, Governmental Authority or trust or any other entity or organization;

Jaypee Infratech Limited

For Expressway Hospitality Pvt. Ltd.

Director / Auth. Signatory

"**Permitted FAR**" means a floor area ratio of Demised Plot which is 1.0 (one) as per the Development Plan and in accordance with the New Okhla Industrial Development Area Building Regulation, 2010;

"**Permissible Use**" shall mean the usage of the Demised Plot for Community centre for Barat Ghar and other community uses including in accordance with Development Plan, rules &regulations of Noida and the Noida Master Plan, 2031, and as may be permissible by the Appropriate Authority from time to time;

"**Rs.**" or "**Rupees**" means and refers to the lawful currency of the Republic of India from time to time;

"**Shared Facilities**" shall have the meaning as ascribed to such term in Article 8.1;

"**Shared Facilities Charges**" shall have the meaning as ascribed to such term in Article 8.2;

"**sq. mtrs.**" means square meters;

"**Tax(es)**" or "**Taxation**" means any taxes, duties (including stamp duties), excise, charges, fees, levies or other similar assessments by or payable to an Authority in India, including in relation to (i) income, services, gross receipts, premium, immovable property, movable property, assets, profession, entry, capital gains, municipal taxes, expenditure, imports, wealth, gift, sales, use, transfer, licensing, withholding, employment, payroll and franchise taxes; and (ii) any interest, fines, penalties, assessments, or additions to tax resulting from, attributable to or incurred in connection with any proceedings in respect thereof; and

"**Term**" shall have meaning as ascribed to such term in Article 2.5.

PRINCIPLES OF INTERPRETATION

References to any statute or statutory provision or order or regulation made hereunder shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;

References to persons shall include bodies, corporate, unincorporated associations, partnerships and any organization or entity having legal capacity;

Any reference to the singular shall include the plural and vice-versa;

For Expressway Hospitality Pvt. Ltd.

Director/ Auth. Signatory

Any references to the masculine, the feminine and the neuter shall include each other;

Headings to the Articles are for information only and shall not form part of the operative provisions of this Deed and shall not be taken into consideration in its interpretation or construction;

References to the Recitals, Articles or Annexures are, unless the context otherwise requires, references to the Recitals, Articles or Annexures of this Deed;

The Recitals and the Annexures form part of this Deed and shall have the same force and effect as if expressly set out in the body of this Deed, and any reference to this Deed shall include any Recitals and Annexures to it;

Each of the representations and warranties mentioned in this Deed is independent of other representations and warranties and unless the contrary is expressly stated, no Article in this Deed limits the extent or application of another Article;

Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa;

References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation";

Where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words;

This Agreement is a joint draft product of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Deed;

"In writing" includes any communication made by letter or fax or e mail; and

Unless otherwise specified, any reference to a time of day is to Indian time.

2. LEASE OF THE DEMISED PLOT

2.1 The Sub-Lessor, being the lawful leaseholder of the Demised Plot under the Lease Deeds is competent to grant, transfer and convey its rights on, in and to the Demised Plot to the Sub-Lessee, in consideration of the One Time Premium/Consideration, paid by the Sub-Lessee to the Sub-Lessor as per the details mentioned in clause 2.2 below, the receipt of which is duly acknowledged and admitted by the Sub-Lessor, the Sub-Lessor hereby, exclusively, irrevocably,

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absolutely and permanently grants, transfers and conveys all its rights, title, interest, easement and appurtenances thereto, in and to the Demised Plot under the Lease Deeds by way of sub-lease in favor of the Sub-Lessee during the Term, in accordance with the terms of this Deed.

2.2 The Sub-Lessor acknowledges that the Sub-Lessee has no obligation of making any payments to the Sub-Lessor at any time in future for any reason whatsoever; and the Sub-Lessee, having made the payment of One Time Premium/ Consideration as mentioned below, hereby stands acquitted, discharged and released from making any further payment to the Sub-Lessor with respect to the Demised Plot. The One Time Premium/Consideration is all inclusive and there shall be no further charges and costs, of any nature whatsoever, payable to the Sub Lessor for the Demised Plot and the Sub-Lessor shall not, hereinafter, make any claim on the Sub-Lessee towards consideration of the Demised Plot, at any time in future for whatsoever reason, including during the extensions/renewals of this Deed. The above shall however exclude any payment required to be made to the Noida/ YEA/ Applicable Authority for extension/ renewal of the Term for which the Sub-Lessee shall make payments to Noida/ YEA/ Applicable Authority as may be applicable at the time of such renewal/ extension under the applicable Laws. In the event as per the applicable Laws, Noida/ YEA/ Applicable Authority requires payments with respect to the extensions/ renewals to be made to Noida/ YEA/ Applicable Authority through the Sub-Lessor, the Sub-Lessee shall make such payments to Sub-Lessor; and the Sub-Lessor shall deposit such amount to Noida/ YEA/ Applicable Authority.

The One Time Premium/Consideration has been paid by the Sub-Lessee subject to deduction of tax at source ("TDS") as per applicable law as follows, the receipt of which is acknowledged by the Sub-Lessor:

S.No.	Mode of Payment	Dated	Amount (₹)
1.	Cheque No 000212 drawn on HDFC Bank	2/3/17	50,00,000
2.	Cheque No 000214 drawn on HDFC Bank	15/3/17	50,00,000
3	Cheque No 000215 drawn on HDFC Bank	15/3/17	50,00,000
4	Cheque No 000216 drawn on HDFC Bank	15/3/17	50,00,000

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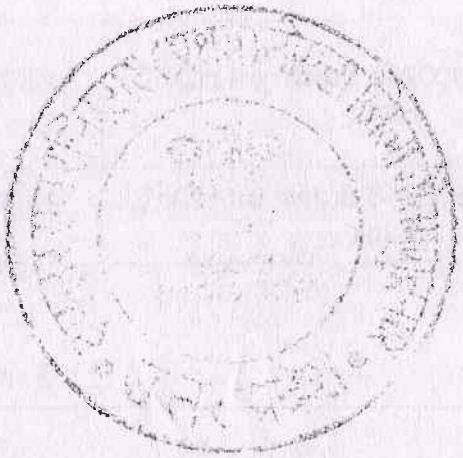

5.	Cheque No 000217 drawn on HDFC Bank	15/3/17	50,00,000
6	Cheque No 000218 drawn on HDFC Bank	15/3/17	50,00,000
7.	Cheque No 000219 drawn on HDFC Bank	15/3/17	50,00,000
8.	Through DD No. 044652	27/6/17	7,73,65,000
9.	TDS Deducted		11,35,000
		GRAND TOTAL	**Rs 11,35,00,000**

An amount of Rs 11,35,000/- (Rupees Eleven Lacs Thirty Five Thousand only) been deducted as TDS at the applicable rate in accordance with applicable law @ 1% of the consideration of the Demised Plot and to be deposited by the Sub Lessee with Income Tax Department against Permanent Account Number AABCJ9042R of the Sub Lessor for which Sub Lessee shall issue the TDS Certificate as per the Rules and Regulations of the Income Tax Department within 30 days from the date of deposit/ deduction of Tax.

2.3 The Sub-Lessor has delivered the physical, legal and vacant possession of the Demised Plot to the Sub-Lessee on Effective Date and the Sub-Lessee has accepted and taken the physical, legal and vacant possession of the Demised Plot. The Sub-Lessor hereby irrevocably and permanently agrees and acknowledges that with the execution of this Deed, the Sub-Lessee has unrestricted, unlimited and unfettered access to and rights to enjoy the entire Demised Plot, together with all facilities, easements, privilege, appurtenant thereto and; and the Sub-Lessee shall be entitled to peacefully and quietly hold, enjoy and commercially exploit the entire Demised Plot, including development and constructions thereon or through proposed constructions thereon including without limitation rights for carrying out construction, development/ redevelopment/ marketing/ allotment and sale, sub-lease and license of units/premises in the Demised Plot, in any manner as may be deemed fit by the Sub-Lessee in accordance with applicable Laws, without any interruption or

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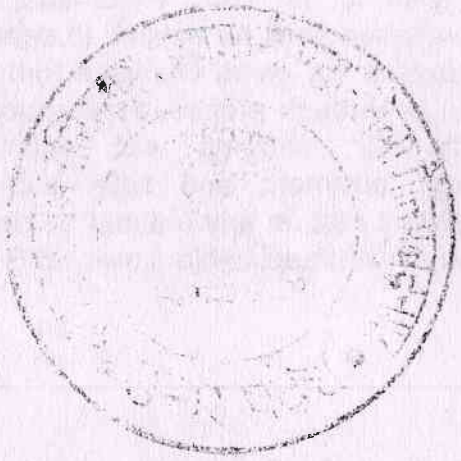

disturbance or interference on the Demised Plot from the Sub-Lessor and, or, by any other party or persons claiming under, or, in trust for the Sub-Lessor for the Term.

2.4 The ground coverage, height and setbacks in respect of the Demised Plot shall be governed by the applicable Laws including New Okhla Industrial Development Area Building Regulations, 2010. As regards the Floor Area Ratio (FAR), the Sub-Lessee shall be entitled to a Permitted FAR of 1.00 (one) which is currently permissible in respect of the Demised Plot for Community Centre for Barat Ghar and other community uses under the Development Plan and in accordance with the New Okhla Industrial Development Area Building Regulations, 2010. However, if the Permitted FAR is increased at any time in future under the Noida rules and building regulations, the Sub-Lessee shall be entitled to avail the same provided that the increase in FAR does not in any way reduce the entitlement of FAR of the Sub-Lessor in other project/development over the Subject Land.

2.5 The Sub-Lessor doth hereby, irrevocably and permanently grants, transfers, conveys and assigns its rights, title and interest in the Demised Plot under the Lease Deeds to the Sub-Lessee together with privileges, rights, easements and appurtenances by way of sub-lease and as mentioned in this Deed from the Effective Date and up to the period expiring on 27.02.2093, both days included ("**Term**"). The Sub-Lessor hereby agrees, acknowledges and undertakes that after the expiry of the Term, if the Lease Deeds for the Subject Land are extended/ renewed by the Noida/ YEA/ Applicable Authority, then the Sub-Lessor shall, subject to applicable Law, extend this Deed for a similar period of time by which the Lease Deeds for the Subject Land has been extended/renewed and on the same terms and condition as mentioned herein subject to approval of NOIDA/YEA/Applicable Authority, if required under applicable Law. It is hereby clarified that no consideration/premium/amounts and the likes shall be payable by the Sub-Lessee/ subsequent sub-lessee(s) of the Demised Plot to the Sub-Lessor at any time in future for the extension/renewal of the Term and the One Time Premium/Consideration paid by the Sub-Lessee under this Deed shall form the consideration for any extension/renewal of the Term. The above shall exclude however any payment required to be made to the Noida/ YEA/ Applicable Authority for extension/ renewal for which the Sub-Lessee/subsequent sub-lessee(s) shall make payments to Noida/YEA/ Applicable Authority as may be applicable at the time of such renewal/ extension under the applicable Laws. In the event as per the applicable Laws, Noida/ YEA/ Applicable Authority requires payments with respect to the extensions/ renewals to be made to Noida/ YEA/ Applicable Authority through the Sub-Lessor, the Sub-Lessee/subsequent sub-lessee(s) shall make such payments to the Sub-Lessor; and the Sub-Lessor shall deposit such amount to Noida/ YEA/ Applicable Authority.

2.6 Notwithstanding anything contained in this Deed, the Sub-Lessor hereby irrevocably agrees and undertakes to the Sub-Lessee that the Sub-Lessor shall have no right to terminate this Deed for any reason whatsoever.

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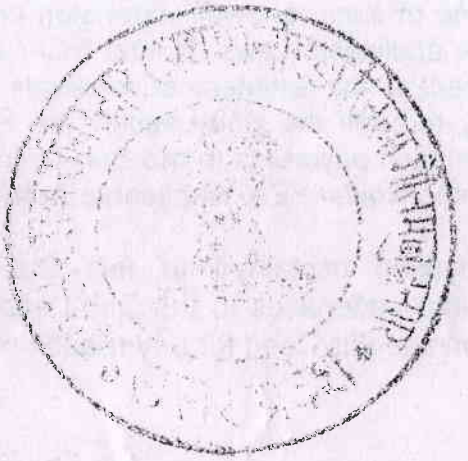

2.7 The Sub-Lessor hereby represents to the Sub-Lessee that as on date, as per the applicable Laws, the reversionary rights of the Demised Plot cannot be transferred by the Sub-Lessor to the Sub-Lessee. In the event at any time in future, the transfer of the reversionary rights is allowed under the applicable Laws, then the Sub-Lessee/subsequent sub-lessee(s) (as applicable) shall have the right to execute, directly with the Noida/YEA/Applicable Authority, such relevant document for the conveyance of reversionary rights to make the Demised Plot freehold. If requested/required by Noida/ YEA/ Applicable Authority, the Sub-Lessor shall execute and provide the documents/ NoCs in this regard without demanding any consideration from the Sub-Lessee/subsequent sub-lessee(s) (as applicable).The above shall however exclude any payments required to be made to the Noida/ YEA/ Applicable Authority for the transfer of the reversionary rights for which the Sub-Lessee/ subsequent sub-lessee(s) shall make payments to Noida/ YEA/ Applicable Authority as may be applicable at the time of such the transfer of the reversionary rights under the applicable Laws. In the event as per the applicable Laws, Noida/ YEA/ Applicable Authority requires payments with respect to the transfer of the reversionary rights to be made to Noida/ YEA/ Applicable Authority through the Sub-Lessor, the Sub-Lessee/subsequent sub-lessee(s) shall make such payments to Sub-Lessor; and the Sub-Lessor shall deposit such amount to Noida/ YEA/Applicable Authority.

2.8 Upon execution of this Deed, the Sub-Lessor shall furnish a copy of this Sub-Lease Deed each to NOIDA and YEA

2.9 The Sub-Lessee shall have right to own, hold, enjoy, alienate, dispose-off, transfer, sub-lease, the whole of the Demised Plot whether developed or undeveloped, by way of constructed properties; on leave and license; or otherwise dispose off its interest in the Demised Plot, to any person as per rules, regulations and directions of NOIDA/YEA.

2.10 The termination of the Concession Agreement for any reason whatsoever or expiry thereof and, or, subsequent renewals shall not impact/affect the leasehold interest granted by the Sub-Lessor to the Sub-Lessee/its successors in interest and subsequent extensions/renewals, if applicable, shall be granted by the Sub-Lessor to the Sub-Lessee without Sub-Lessee liable for making any payment to the Sub-Lessor.

3. CONSTRUCTION/SUB-LEASE OF THE DEMISED PLOT

3.1 The Sub-Lessee shall have the right to own, hold, enjoy, alienate, dispose-off, transfer, sub-lease, the whole of the Demised Plot whether developed and, or, undeveloped; by way of constructed properties, on leave and license, lease, sale or otherwise dispose off its interest, in the Demised Plot, in any manner whatsoever to any person, as per rules, regulations and directions of NOIDA/YEA

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and the Sub-Lessee shall have the complete right to receive the consideration for the same to its own benefit and to the exclusion of the Sub-Lessor.

3.2 The Sub-Lessee, subsequent sub-lessees/ owners/transferees, as the case may be, shall have the right to sell, transfer, convey, alienate, lease, sub-lease, sub-let, deal with, or create any third party rights on or dispose-off the Demised Plot and/ or, the buildings constructed on the Demised Plot on further sub-lease(s)/leave and license/sale deed etc. in accordance with this Deed and on payment of transfer charges, if any, to NOIDA/ YEA, as may be applicable; and without the consent of the Sub-Lessor.

3.3 The Sub-Lessee shall not be entitled to sub-divide the Demised Plot except with the prior permission of the NOIDA and/ or, YEA, as applicable for grant of such permissions, and the Sub-Lessee shall bear all charges in relation to the sub-division of the Demised Plot, if any. The Sub-Lessee or its subsequent sub-lessee(s) for all such transfers shall follow the procedure, as may be specified by NOIDA/YEA and such transfers shall always be subject to the applicable Laws, bylaws, regulations etc. including payment of applicable transfer charges, duties, levies etc. payable to any Authority, if applicable. The Sub Lessee or the subsequent sub lessee(s) as the case may be shall notify to the YEA/ Noida and the Sub Lessor the details of such sub lessees and provide copies of such transfer/ sub lease deeds to Noida/ YEA and the Sub Lessor or any Authority as may be specified by Noida/ YEA.

3.4 It shall be permissible for the Sub-Lessee to provide for multiple renting/ sub lease/ rent/ license / transfer, etc thereof the buildings constructed on the Demised Plot in whole / part hereof as per guidelines of NOIDA/YEA as applicable.

3.5 During the construction on the Demised Plot or any part thereof by any construction company appointed by the Sub-Lessee, the Sub-Lessee shall ensure that all obligations, liabilities and responsibilities devolving upon the Sub-Lessee in Article 10.1.7 shall be complied with by the construction company in respect of the Demised Plot or buildings thereon.

3.6 Sub lessee shall follow any orders / directions / guidelines issued by NOIDA/YEA with regard to the construction and / or completion of building(s) on the Demised Plot.

4. ENCUMBRANCES

4.1 The Sub-Lessor hereby represents, warrants, covenants and undertakes to the Sub-Lessee that the Sub-Lessee shall have the absolute and unfettered right, power and authority to be exercised by the Sub-Lessee in its sole and absolute discretion and without any concurrence, consent or permission of the Sub-Lessor, to create any mortgage, pledge, hypothecate, charge, pledge, create

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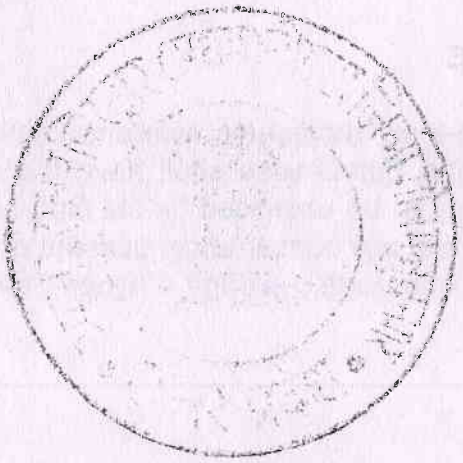

Encumbrance on the Demised Plot including on the development and constructions thereon, the built-up areas, structures, development rights, development potential, FAR, receivables, cash flows and of any other benefits pertaining, attached or accruing to the Demised Plot, or part with possession of the Demised Plot, in favour of or to any lenders, financiers, financial institutions, banks, creditors, investors, or any other person or entity for the purposes of raising finance, loans, funding, capital, or for any other purpose whatsoever whether as security, collateral or otherwise upon any terms and conditions as it may deem fit without any approval or consent of the Sub-Lessor.

5. **RIGHT OF WAY**

5.1 The Sub-Lessee/occupants/end -users/owners shall have a right of way to the roads adjoining the Demised Plot and shall be entitled to enter upon such roads for the purpose of accessing the Demised Plot.

6. **DEVELOPMENT PLANS**

6.1 The Sub-Lessor represents, undertakes and covenants to the Sub-Lessee that the use of the Demised Plot is Community Centre for Barat Ghar and other community uses and has FAR 1.0 (one) as per the Development Plans and the Sub-Lessee shall adhere to the same.

6.2 Further, the Sub-Lessee shall carry out the development and construction over the Demised Plot as per the Permissible Use, as permitted by the NOIDA/YEA and Applicable Laws thereby, adhering to:-

6.2.1 Standards and specifications laid down in the building regulations of NOIDA/relevant Indian standards/national code;

6.2.2 Applicable master plans and rules & regulations of NOIDA;

6.2.3 Government policies and relevant codes of BIS/IS relating to disaster management in land use planning and construction work; and

6.2.4 All other applicable laws including labour and environmental laws.

6.3 The ground coverage, height and setbacks etc. in respect of the Demised Property shall be governed by the applicable New Okhla Industrial Development Area Building Regulations, 2010.

6.4 The building drawings and relevant details for construction on the Demised Plot shall be subject to the approval of Noida for which the Sub-Lessee shall follow the procedure as may be prescribed by Noida from time to time. However, if necessary, the Sub-Lessor shall, at the request of the Sub-Lessee assist the

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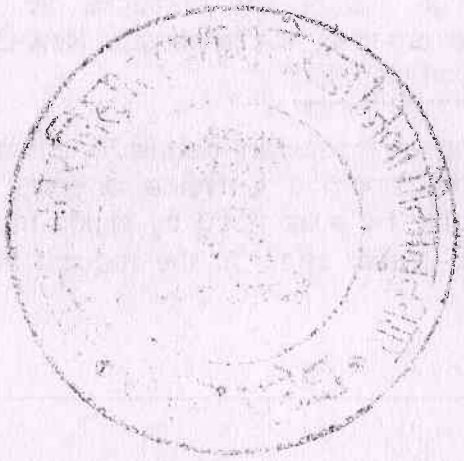

Sub-Lessee in obtaining applicable permits, sanctions, Approvals, clearances, etc., from Noida for effective enjoyment and construction on the Demised Plot at the expense and liability of the Sub-Lessee .

6.5 The Sub-Lessee shall accept variations, deletions, additions, alterations, modifications in the Development Plans made either by the Sub-Lessor as it deems fit and proper or by or pursuant to requirement of NOIDA which alterations may involve changes, including change in the surroundings of the Demised Plot, change in the number and height of the surrounding buildings, change in the nature of usage of the surrounding buildings, on the Subject Land and the Sub-Lessee shall be bound by such variations, deletions, additions, alterations and modifications provided it does not result in any change in the (i) right of easement, location, adjacent roads, entry and exit to the Demised Plot, (ii) Permissible Use, development & area of the Demised Plot; and (iii) rights and entitlements of the Sub-Lessee under this Deed; and (iv) Permitted FAR on the Demised Plot.

6.6 The Sub-Lessee shall be entitled to obtain all Approvals/ registration/ consents/ permits/ licenses, permissions/sanctions/ permits/ approvals etc. from relevant authorities with regard to the Demised Plot and all activities thereon in its own name in accordance with the applicable Laws and regulations of NOIDA/YEA for the purposes of any development, construction, marketing and license of Community Centre for Barat Ghar and other community uses, units on the Demised Plot.

6.7 The Sub-Lessee has the absolute rights to offer/advertise the development/ proposed development over the Demised Plot, in any manner as may be deemed fit by the Sub-Lessee in any manner whatsoever.

7. TAXES

7.1 The Sub-Lessee shall pay its share of all Taxes (including municipal taxes), duties and other charges levied or to be levied in future by Noida/YEA or any local or other Authority of Central or State Government in respect of the Demised Plot from the Effective Date of this Sub-Lease Deed as computed by the Sub-Lessor in accordance with the applicable laws. The share of such Taxes, duties and other charges for the Demised Plot shall be computed by the Sub-Lessor by first determining the same for the Subject Land, and then apportioning it to the area of the Demised Plot proportionately on the basis of the area of the Demised Plot and total saleable area of the Subject Land. Such payment shall be made by the Sub-Lessee to the Sub-Lessor or the relevant Authority, as the case may be, on demand within the period as may be specified therein, failing which it will be treated as default on the part of the Sub-Lessee. In case any demand is received by the Sub-Lessee towards taxes, duties and other charges in respect of the Demised Plot for the period prior to and up to the Effective Date of this Sub-Lease Deed, the same shall be liability of the Sub-Lessor.

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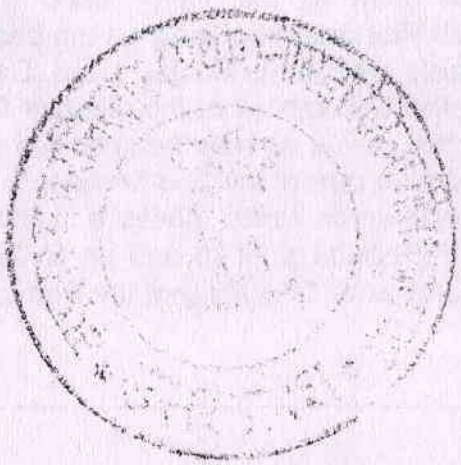

7.2 The Sub-Lessee / subsequent sub-lessee and the like, shall pay all Taxes (including municipal taxes), duties and other charges levied or to be levied in future by NOIDA/YEA or any local or other authority of Central or State Government in respect of the buildings/facilities or any other development on the Demised Plot.

8. **EXTERNAL SERVICES**

8.1 The Sub-Lessor shall provide, at its own cost and expense, either by itself or through a maintenance agency appointed by it for this purpose ("Designated Maintenance Agency") external services namely sewage, and water supply lines, generally as may be made available by the Sub-Lessor to other commercial plots in the neighborhood of the Demised Plot within the Subject Land, at a single point on the edge of the Demised Plot (hereinafter referred to as the "**Shared Facilities**"), at the time of completion of the development over the Demised Plot. The Sub-Lessor hereby agrees that the Sub-Lessor shall be responsible for the cost and expenses for erection, development and operation of sewage treatment plan ("**STP**") to be installed by the Sub-Lessor at its own premises/land and shall provide water from the STP to the Sub-Lessee for flushing, gardening etc. free of cost.

8.2 The Sub-Lessee and/or subsequent sub-lessee(s) shall pay the maintenance charges including replacement charges, if any, in respect of the Shared Facilities ("**Shared Facilities Charges**"), on pro-rata basis from time to time. The Shared Facilities Charges shall commence from the date on which the Shared Facilities are connected with the facilities of the Sub-Lessee, by the Sub-Lessor on the request of the Sub-Lessee.

8.3 The Sub-Lessor or the Designated Maintenance Agency shall be entitled to collect the Shared Facilities Charges and applicable taxes as may be levied by concerned municipal/ Governmental Authorities including but not limited to NOIDA/YEA or any other statutory body on pro rata basis from the Sub-Lessee so long as each unit within the Demised Plot is not separately assessed for such purposes.

8.4 Electric connection and power back-up shall be arranged by the Sub-Lessee at its own cost or can be arranged by the Sub-Lessor for the Demised Plot on the mutually agreed terms.

9. **INTERNAL SERVICES**

9.1 The Sub-Lessee shall make its own arrangements at its own cost for all civil

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amenities such as electric supply, water supply, sewerage, drainage, internal roads, etc. within the Demised Plot ("**Common Area and Facilities**") and maintain the same at its own cost and connect the same with the main system of the Sub-Lessor in respect of the services provided by the Sub-Lessor as per Article 8.1 above and with the main system of the relevant Authorities at its own cost.

9.2 The Sub-Lessee and/or subsequent sub-lessee(s) shall be charged for receiving supply of services like sewerage and water etc. to the Demised Plot at the rate corresponding to the charges levied by relevant authorities or as applicable for other inhabitants on the basis adopted by the Sub-Lessor and/or Designated Maintenance Agency. However, the Sub-Lessor or Designated Maintenance Agency shall not be responsible for any interruption in water supply and/or its quality. The Sub-Lessee may make their own arrangements for alternative source in case of any break down/interruption in water supply or other services as may be provided by the Sub-Lessor, at their own cost.

9.3 The Sub Lessee hereby assures the Sub Lessor that during the Term, it shall promptly pay all the Shared Facilities Charges and charges towards sewerage& water supply etc. as per the invoices raised by the Sub-Lessor or Designated Maintenance Agency.

9.4 Further, at the time of transfer of rights and obligations pertaining to maintenance of the Common Areas & Facilities within the Demised Plot to an association/society/subsequent sub-lessee(s) of the commercial space/units or of the occupants/allottees etc. or to the Sub-Lessee's maintenance agency, the Sub-Lessee shall ensure the said Association/Society/the Sub-Lessee's maintenance agency enters into suitable agreement with the Sub Lessor or Designated Maintenance Agency in a form and manner as may be decided by the Sub Lessor or Designated Maintenance Agency for taking over the responsibility to promptly pay all the dues including the Shared Facilities Charges and the charges towards sewerage and water supply etc. as per invoices raised by the Sub-Lessor or the Designated Maintenance Agency from time to time.

10. COVENANTS OF THE SUB-LESSEE

10.1 The Sub-Lessee covenants and warrants that:

10.1.1 The Sub-Lessee shall follow all applicable Laws, building regulations and directions of NOIDA/YEA in relation to the Demised Plot and construction thereon;

10.1.2 The Sub-Lessee shall bear the stamp duty and registration charges on this Deed;

10.1.3 The Sub-Lessee shall permit the members, officers and representatives of NOIDA/YEA and workmen and other persons employed by NOIDA/YEA at all

reasonable time of the day with prior notice to enter into and upon the Demised Plot and buildings to be erected thereupon in order to inspect the Demised Plot and buildings erected thereon.

10.1.4 YEA and/ or the relevant authority shall have full right and title to all mines and minerals, coals, gold washing, earth oils and quarries in and under the Demised Plot or any part thereof and to do all acts and things, which may be reasonably necessary or expedient for the purpose of searching, removing and enjoying the same without affecting Sub-Lessee's right to peaceful possession and enjoyment. The Sub- Lessee shall not be allowed to take excavated earth/soil out of Jaypee Greens Wish Town. The Sub-Lessor has exclusive right on the excavated earth/ soil for its disposal as it deem fit.

10.1.5 The Sub-Lessee shall not display or exhibit on the Demised Plot any picture, posters, statues, other articles which are indecent or immoral. The Sub-Lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings which shall be constructed over the Demised Plot except at places as may be specified for the purpose by the Sub-Lessor, if so directed by YEA and/or NOIDA or any other Government authority.

10.1.6 The Sub-Lessee shall not in any manner encroach upon the common land areas and facilities not handed over to the Sub-Lessee.

10.1.7 The development work in the Demised Plot shall be carried on in such a manner so as to not (i) injure or destroy any building or part thereof or other structure contiguous or adjacent to the Demised Plot; (ii) keep 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.

11. REPRESENTATION, WARRANTIES, COVENANTS AND UNDERTAKINGS

11.1 The Sub-Lessor hereby represents, warrants, covenants and undertakes that:

11.1.1 The Sub-Lessor is an entity duly incorporated and validly existing in accordance with the laws of India;

11.1.2 The Sub-Lessor has full power and authority to enter into this Deed and all the corporate approvals required for the execution of this Deed have been obtained;

11.1.3 The execution of this Deed is not prohibited by its constituent documents nor shall its execution contravene provisions of any applicable Laws or agreement or document to which it is a party;

11.1.4 The contents of the recitals of this Deed including in Recital M are true and correct and form an integral part of this Deed and shall continue to remain binding on the Sub-Lessor;

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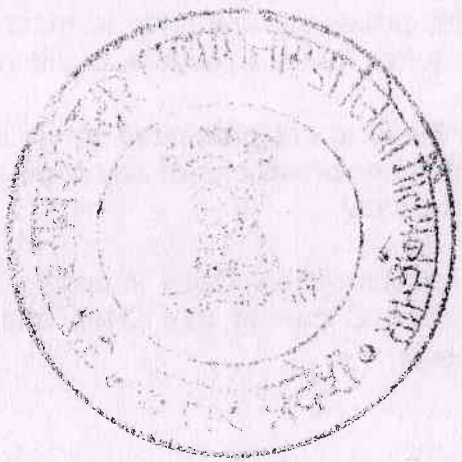

11.1.5 The Sub-Lessor is the owner and has all rights, title and interest free from Encumbrance of any nature whatsoever in the Demised Plot;

11.1.6 The Sub-Lessor shall not disturb, interfere, hinder, prevent or interrupt the construction, development, marketing, management, maintenance and/ or, sale activities carried out by the Sub-Lessee for any purpose and or commit any act or omission that may result in stoppage, delay, hindrance, or that is detrimental to the development/ construction/ marketing/ sale activities being undertaken or proposed to be undertaken by the Sub-Lessee;

11.1.7 No permission from any Authority or any other third party including Government of Uttar Pradesh, YEA and, or NOIDA and, or, lenders is required for the execution of this Deed and for granting the rights to Demised Plot to the Sub-Lessee as specified under this Deed;

11.1.8 The Sub-Lessor has been in and is in compliance with all the agreements including Concession Agreement and any agreement executed thereafter including the Assignment Agreement dated 19.10.2007, Project Transfer Agreement dated 22.10.2007 and the Lease Deed(s) and shall remain in compliance of the same;

11.1.9 The Sub-Lessor has complied with all applicable Laws in respect of the Subject Land and has obtained all requisite permissions/ approvals from the Governmental Authorities in respect of the Subject Land and further agrees, undertakes and assures the Sub-Lessee that it shall ensure that all these approvals pertaining to the Subject Land including the Demised Plot, if any, shall continue to be valid and subsisting at all times;

11.1.10 The Sub-Lessee shall be free to carry out the development as per the Permissible Use over the Demised Plot;

11.1.11 The Sub-Lessor has paid all Taxes and penalties including municipal charges, impositions and outgoings in relation to the Demised Plotand there are no amounts outstanding or pending as on the Effective Date of this Sub-Lease Deed. The Sub-Lessor is not subject to or liable for any liability of any Taxes, claims, demands or any interest or penalty in respect thereof, of any nature that may become a lien against the Demised Plot;

11.1.12 Neither the execution nor the delivery of this Deed shall conflict with or result in a breach of any of the terms, conditions and provisions of any documents, deeds, instruments, permissions, approvals, consents to which the Sub-Lessor is a party or by which it is bound jointly or severally;

11.1.13 There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, complaints, claims, actions or governmental

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investigations of any nature pending or threatened against the Sub-Lessor with respect to the Demised Plot;

11.1.14 There are no impediments, defaults, omissions or constraints whatsoever with regard to the rights, title, estate, privileges and interests in the Demised Plot;

11.1.15 The Sub-Lessor has not leased, sub-leased, transferred, assigned or handed over any portion of the Demised Plot and the Permitted FAR to any third party, person or entity and has not created any third party rights in the Demised Plot in any manner whatsoever;

11.1.16 The Sub-Lessor shall not take/ make any actions/omission pursuant to which the terms of the Lease Deeds are considered to be breached;

11.1.17 The Sub-Lessor shall have no objection to the Sub-Lessee using the word 'Jaypee Greens Wish Town' in its address for indicating the specific location of the Demised Plot in its brochure, promotional and marketing material. However this shall not give the Sub-Lessee the right to use the word 'Jaypee Greens Wish Town' in any manner, either expressly or impliedly, intentionally or otherwise, so as to convey an impression that the project developed by the Sub-Lessee in the Demised Plot is part of the project of the Sub-Lessor or has been/ is being developed, constructed or carried out by the Sub-Lessor; and

11.1.18 The representation, warranties, covenants and undertaking mentioned in Recitals of this Deed shall be deemed to be a part of this Article 11 and shall be deemed to be included in this Article 11.

12. OTHER DEVELOPMENT ON THE SUBJECT LAND

12.1 Nothing herein shall be construed to provide the Sub-Lessee with the right to prevent the Sub-Lessor from undertaking the following, provided always that the rights and interests of the Sub-Lessee in the Demised Plot are not affected in any manner whatsoever:

12.1.1 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;

12.1.2 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.

12.1.3 Amending/ altering the Development Plans without affecting the entry to and exit from the Demised Plot and the Permitted FAR on the Demised Plot.

12.2 In case the Sub Lessee allows the use, occupation and construction on the

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Demised Plot or any part thereof (if permitted by YEA/ NOIDA) to any person for construction other than the Sub Lessee itself, the Sub Lessee shall ensure that all obligations, liabilities and responsibilities devolving upon the Sub Lessee to the extent applicable to such person under this Sub Lease Deed shall be complied with by such user, occupier and the construction agency of the Demised Plot or buildings thereon, to the extent 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.

12.3 The Sub-Lessee shall ensure that all obligations, liabilities and responsibilities devolving upon the Sub-Lessee under this Sub-Lease Deed shall be mentioned in the documents to be executed between the Sub-Lessee and subsequent sub-lessees of the Demised Plot or buildings thereon who shall subsequently be bound by the terms of this Sub Lease Deed.

13. INDEMNITY

13.1 Each Party ("**Indemnifying Parties**") hereby irrevocably and unconditionally agrees and undertakes to indemnify, defend, keep and hold harmless, saved and defended at all times the other Party and their directors, partners, officers, and employees (together the "**Indemnified Parties**"), promptly upon demand at any time and from time to time, from and against any and all direct liabilities, losses, damages, costs, Claims, actions, proceedings, judgments, settlements, expenses or the like ("**Losses**") which the Indemnified Party may bear, incur, suffer and/ or which may be made, levied, or imposed on the Indemnified Party and/ or claimed from the Indemnified Party due to any reason arising out of or in connection with any misrepresentation or any breach of any of the representation, warranties, covenants and undertakings of the Indemnifying Parties under this Deed or non-fulfillment of or failure to perform any covenant or obligation or agreement or undertaking contained in this Deed by the Indemnifying Parties.

13.2 In the event, any clause of this Deed or the Lease Deeds or any NOIDA/YEA rules, regulations or building bye-laws are violated or breached by the Sub-Lessee/ or any subsequent sub-lessee(s), leading to the NOIDA/YEA levying any penalty whatsoever and/or of any nature/from on Sub-Lessee or subsequent sub-lessee(s), then the Sub-Lessor shall not be liable to pay any penalty, charges, damages, compensation or return any monies to the Sub-Lessee.

13.3 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 Deed.

14. Termination

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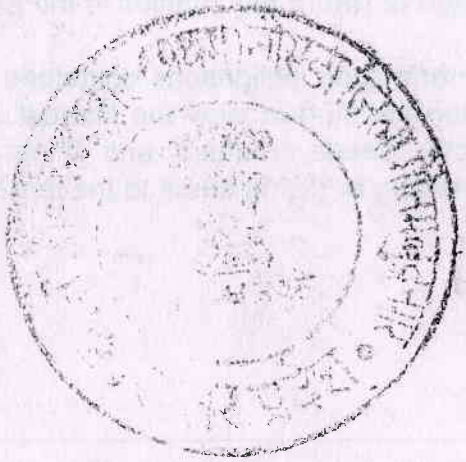

14.1 In case of any breach or default, by the Sub-Lessee and of the terms and conditions of this Sub- Lease Deed, NOIDA/ YEA and/ or the Sub-Lessor may, at their sole discretion, issue a written notice calling upon the Sub-Lessee to rectify the breach or default within reasonable period of time as may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

14.2 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 of time 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.

15. **Notices**

15.1 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 or by electronic means including email:

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

Jaypee Infratech Limited
Sector – 128, Noida
NOIDA - 201304, District Gautam Budh Nagar (U.P.)
Attention: Company Secretary/ Legal Department
Email: jaypeeinfratech.investor@jalindia.co.in
Telephone No.:0120-2470800

(b) Notices to the **Sub-Lessee**:
Expressway Hospitality Pvt Ltd
D-3, 3rd Floor, Defence Colony, New Delhi 110024
Email: ...usg.0411@gmail.com..
Telephone No.: ..9010100 524....

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The Sub-Lessee and/ or the subsequent sub-lessees, as the case may be, shall be responsible to inform NOIDA/ YEA and also the Sub-Lessor by registered Post of all subsequent changes in their address, failing which all notices and other communications sent at their last address as available with NOIDA / YEA or the Sub-Lessor shall be deemed to have been served to the Sub-Lessee or the /subsequent sub-lessees, as the case may be.

15.2 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.

16. **GOVERNING LAW**

16.1 This Sub-Lease Deed shall be construed and interpreted in accordance with and governed by the laws of Republic of India. The local Court of Gautam Budh Nagar 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.

17. **ARBITRATION**

17.1 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 mutually appointed by the Parties within a period of 15(fifteen) days. In the event of failure of the Parties to agree upon the name of the sole arbitrator, each party shall appoint 1(one) arbitrator each and such appointed arbitrators shall mutually appoint the presiding arbitrator. 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 New Delhi. The proceedings of arbitration shall be in English. The award rendered shall be in writing and shall set out the reasons for the arbitral tribunal's decision. The award shall allocate or apportion the costs of the arbitration as the arbitral tribunal deems fair.

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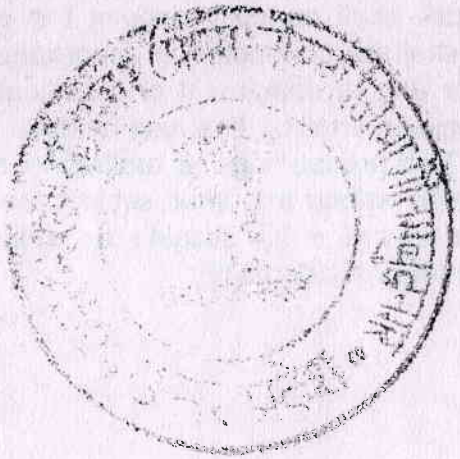

18. MISCELLANEOUS

18.1 Entire Understanding

This 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 Deed.

18.2 Invalidity

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.

18.3 Amendments

No amendment, supplement, modification or clarification to this Deed shall be valid or binding unless set forth in writing and duly executed by all of the Parties to this Deed.

18.4 Severability

If any provision of this Deed shall be held to be illegal, invalid or unenforceable, in whole or in part, under the Applicable Law, such provision or part shall to that extent be deemed not to form part of this Deed, and the legality and enforceability of the remainder of this Deed shall not be affected. In the event of the invalidity or unenforceability of any provision of this Deed or any provision is declared by a court of competent jurisdiction to be, invalid, illegal or unenforceable, the Parties shall immediately negotiate in good faith so as to agree and replace one or more provisions with another, which is not prohibited or unenforceable under applicable Laws and has, as far as possible, the same legal and commercial effect as that which it replaces.

18.5 Counterparts

This Deed may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

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18.6 **No Agency**

The Parties agree that nothing in this Deed shall be in any manner interpreted to constitute an agency for and on behalf of any other Party.

18.7 **Further Assurances**

The Parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Deed in the manner contemplated herein, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Deed and carry out its provisions.

18.8 **Assignment**

The rights and obligations under this Deed shall not be assigned by any Party to any Person, provided that the Sub-Lessee shall be entitled to transfer/assigns its rights and, or, obligations to an affiliate and, or, associate, and, or, group company.

18.9 **Successors and Assigns**

The provisions of this Deed shall inure to the benefit of and be binding on the Parties and their respective successors, subsequent sub-lessee(s), buyers, purchasers, owner(including, without limitation, any successor by reason of amalgamation, scheme of arrangement, merger, de-merger or acquisition of any Party) and legal representatives.

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ANNEXURE-1

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

Sl. No.	Name of Village	Date of Execution	Area (Hect.)	Area (Acres)	Details of Lease Deed Registration
Sector - 128, 129, 131, 133 & 134, Noida					
1	Sultanpur	28.02.2003	55.2727	136.40	Book No. 1, Volume No. 373 Page No. 39/72, Sl. No. 1656/1657 dt. 28.02.2003 with Sub-Registrar-III, NOIDA.
	Sultanpur (Surrender Deed)	19.12.2007	-9.5014	-23.48	Book No. 1, Volume No. 1165 Page No. 395/414, Sl. No. 3718 dt. 20.12.2007 with Sub-Registrar Noida-III, (G.B. Nagar).
2	Sadarpur Majra Baktawarpur	28.02.2003	13.2088	32.59	Book No. 1, Volume No. 1126 Page No. 787/818, Sl. No. 1790/1791 dt. 28.02.2003 with Sub-Registrar-III, NOIDA.
	Sadarpur Majra Baktawarpur (Surrender Deed)	19.12.2007	-3.4537	-8.53	Book No. 1, Volume No. 1795 Page No. 211/230, Sl. No. 5490 dt. 20.12.2007 with Sub-Registrar Noida-III, (G.B. Nagar).
3	Sultanpur	17.04.2003	47.6740	117.66	Book No. 1, Volume No. 414 Page No. 1/40, Sl. No. 5766/5767 dt. 17.04.2003 with Sub-Registrar-III, NOIDA.
	Sultanpur (Surrender Deed)	04.03.2010	-0.4572	-1.13	Book No. 1, Volume No. 1974 Page No. 177/206, Sl. No. 2712 dt. 03.07.2010 with Sub-Registrar, Noida-III
4	Asgarpur	17.04.2003	23.4360	57.91	Book No. 1, Volume No. 414 Page No. 41/70, Sl. No. 5768/5769 dt. 17.04.2003 with Sub-Registrar-III, NOIDA
	Asgarpur (Surrender Deed)	19.12.2007	-3.1876	-7.88	Book No. 1, Volume No. 1165 Page No. 377/394, Sl. No. 3716 dt. 20.12.2007 with Sub-Registrar Noida-III, (G.B. Nagar).
		22.06.2009	-0.4992	-1.23	Book No. 1, Volume No. 1648 Page No. 355/376, Sl. No. 2063 dt. 06.08.2009 with Sub-Registrar Noida-III, (G.B. Nagar).
5	Sultanpur	07.06.2003	22.5769	55.77	Book No. 1, Volume No. 430 Page No. 1069/1098, Sl. No. 7473/7472 dt. 07.06.2003 with Sub-Registrar-III, NOIDA.
6	Sultanpur	03.07.2003	18.3000	45.21	Book No. 1, Volume No. 453 Page No. 391/420, Sl. No. 9726/9725 dt. 03.07.2003 with Sub-Registrar-III, NOIDA
6	Sultanpur (Surrender Deed)	04.03.2010	-0.0800	-0.20	Book No. 1, Volume No. 1974 Page No. 119/146, Sl. No. 2710 dt. 03.07.2010 with Sub-Registrar, Noida-III
7	Asgarpur	03.07.2003	17.4400	43.08	Book No. 1, Volume No. 453 Page No. 421/450, Sl. No. 9728/9729 dt. 03.07.2003 with Sub-Registrar-III, NOIDA.
	Asgarpur (Surrender Deed)	19.12.2007	-1.1984	-2.96	Book No. 1, Volume No. 1165 Page No. 377/396, Sl. No. 3717 dt. 20.12.2007 with Sub-Registrar Noida-III, (G.B. Nagar).
		22.06.2009	-0.6992	-1.73	Book No. 1, Volume No. 1648 Page No. 355/376, Sl. No. 2063 dt. 06.08.2009 with Sub-Registrar Noida-III, (G.B. Nagar).
8	Shahpur Goverdhanpur Bangar	03.07.2003	35.2680	87.12	Book No. 1, Volume No. 668 Page No. 923/956, Sl. No. 5635/5634 dt. 03.07.2003 with Sub-Registrar, (G.B. Nagar).
	Shahpur Goverdhanpur Bangar (Surrender Deed)	12.11.2010	-0.0312	-0.08	Book No. 1, Volume No. 7868 Page No. 205/236, Sl. No. 1256 dt. 25.01.2011 with Sub-Registrar Noida-III, (G.B. Nagar).
9	Sultanpur	26.07.2003	8.8130	21.77	Book No. 1, Volume No. 458 Page No. 49/74, Sl. No. 10197/10196 dt. 26.07.2003 with Sub-Registrar-III, NOIDA.
	Sultanpur (Surrender Deed)	04.03.2010	-0.1714	-0.42	Book No. 1, Volume No. 1974 Page No. 147/176, Sl. No. 2711 dt. 03.07.2010 with Sub-Registrar, Noida-III
10	Shahpur Goverdhanpur Bangar (Alternate Land)	20.12.2007	17.3421	42.85	Book No. 1, Volume No. 2763 Page No. 205/248, Sl. No. 14281 dt. 20.12.2007 with Sub-Registrar, (G.B. Nagar).
11	Shahpur Goverdhanpur Bangar	21.02.2007	6.6800	16.50	Book No. 1, Volume No. 1817 Page No. 266, Sl. No. 2555 dt. 21.02.2007 with Sub-Registrar, (G.B. Nagar).
	Shahpur Goverdhanpur Bangar (Surrender Deed)	12.11.2010	-1.5008	-3.71	Book No. 1, Volume No. 7868 Page No. 97/128, Sl. No. 1252 dt. 25.01.2011 with Sub-Registrar Noida-III, (G.B. Nagar).
12	Wazidpur	15.02.2008	28.5860	70.64	Book No. 1, Volume No. 2974 Page No. 273/308, Sl. No. 1964 dt. 16.02.2008 with Sub-Registrar, Sadar (G.B. Nagar).
13	Gejha Tilpatabad	15.02.2008	26.0630	64.40	Book No. 1, Volume No. 1848 Page No. 435/470, Sl. No. 806 dt. 16.02.2008 with Sub-Registrar-II, NOIDA (G.B. Nagar).
14	Shahpur Goverdhanpur Bangar	15.02.2008	6.6600	16.46	Book No. 1, Volume No. 2974 Page No. 357/394, Sl. No. 1966 dt. 16.02.2008 with Sub-Registrar, Sadar (G.B. Nagar).
	Shahpur Goverdhanpur Bangar (Surrender Deed)	12.11.2010	-0.0702	-0.17	Book No. 1, Volume No. 7868 Page No. 129/160, Sl. No. 1253 dt. 25.01.2011 with Sub-Registrar Noida-III, (G.B. Nagar).
15	Rohillapur	15.02.2008	60.2860	148.97	Book No. 1, Volume No. 2974 Page No. 309/356, Sl. No. 1965 dt. 16.02.2008 with Sub-Registrar, Sadar (G.B. Nagar).
	Rohillapur (Surrender Deed)	12.11.2010	-1.1997	-2.96	Book No. 1, Volume No. 7868 Page No. 177/204, Sl. No. 1255 dt. 25.01.2011 with Sub-Registrar Noida-III, (G.B. Nagar).
		04.03.2010	-0.3530	-0.87	Book No. 1, Volume No. 6991 Page No. 359/388, Sl. No. 17105 dt. 01.07.2010 with Sub-Registrar, Sadar
16	Shahpur Goverdhanpur Khadar	15.05.2008	66.5270	164.39	Book No. 1, Volume No. 3320 Page No. 275/330, Sl. No. 5851 dt. 15.05.2008 with Sub-Registrar, Gautam Budh Nagar.
	Shahpur Goverdhanpur Khadar (Surrender Deed)	12.11.2010	-1.5862	-3.91	Book No. 1, Volume No. 7868 Page No. 55/82, Sl. No. 1250 dt. 25.01.2011 with Sub-Registrar Noida-III, (G.B. Nagar).

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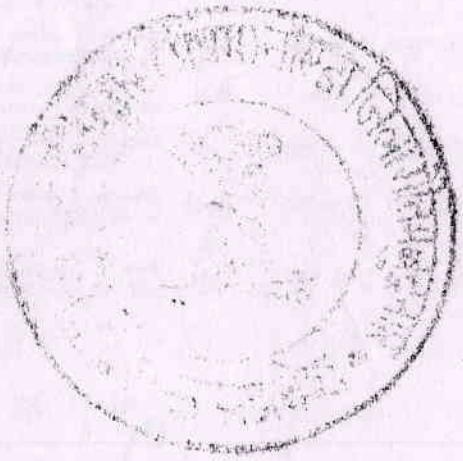

Sl. No.	Name of Village	Date of Execution	Area (Hect.)	Area (Acres)	Details of Lease Deed Registration
17	Shahpur Goverdhanpur Khadar	15.10.2008	3.3320	8.23	Volume No. 4195 Page No. 399/440, Sl. No. 521 dt. 09.01.2009 with Sub-Registrar, Sadar (G.B. Nagar).
	Shahpur Goverdhanpur Khadar (Surrender Deed)	04.03.2010	-0.0680	-0.17	Book No. 1, Volume No. 6991 Page No. 329/358, Sl. No. 17104 dt. 01.07.2010 with Sub-Registrar, (G.B. Nagar). Sadar
18	Rohillapur	04.03.2009	1.0100	2.50	Book No. 1, Volume No. 4806 Page No. 319/348, Sl. No. 8199 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
	Rohillapur (Surrender Deed)	04.03.2010	-0.3790	-0.94	Book No. 1, Volume No. 6991 Page No. 389/420, Sl. No. 17106 dt. 01.07.2010 with Sub-Registrar, Sadar
19	Shahpur Goverdhanpur Khadar	04.03.2009	2.1950	5.42	Book No. 1, Volume No. 4806 Page No. 349/376, Sl. No. 8200 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
20	Sultanpur	04.03.2009	6.4760	16.00	Book No. 1, Volume No. 1618 Page No. 51/100, Sl. No. 1670 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
21	Shahpur Goverdhanpur Bangar	05.03.2009	2.0680	5.11	Book No. 1, Volume No. 4806 Page No. 289/228, Sl. No. 8198 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
22	Wazidpur	25.05.2009	0.1010	0.25	Book No. 1, Volume No. 4806 Page No. 169/198, Sl. No. 8194 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
23	Shahpur Goverdhanpur Khadar	25.05.2009	0.2020	0.50	Book No. 1, Volume No. 4806 Page No. 199/228, Sl. No. 8195 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
24	Shahpur Goverdhanpur Bangar	25.05.2009	0.4300	1.07	Book No. 1, Volume No. 4806 Page No. 299/258, Sl. No. 8196 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
25	Asgarpur	25.05.2009	0.1780	0.44	Book No. 1, Volume No. 1618 Page No. 101/150, Sl. No. 1671 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
26	Rohillapur	25.05.2009	2.0260	5.01	Book No. 1, Volume No. 4806 Page No. 259/288, Sl. No. 8197 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
	Rohillapur (Surrender Deed)	12.11.2010	-0.1453	-0.36	Book No. 1, Volume No. 7868 Page No. 177/204, Sl. No. 1255 dt. 25.01.2011 with Sub-Registrar Noida-III, (G.B. Nagar).
27	Rohillapur	29.06.2009	7.2602	17.94	Book No. 1, Volume No. 4806 Page No. 377/404, Sl. No. 8201 dt. 30.06.2009 with Sub-Registrar, Sadar (G.B. Nagar).
28	Asgarpur (Alternate Land)	29.07.2009	1.1984	2.96	Book No. 1, Volume No. 1649 Page No. 29/80, Sl. No. 2066 dt. 06.08.2009 with Sub-Registrar-III, Noida
29	Shahpur Goverdhanpur Khadar	26.12.2009	1.1890	2.94	Book No. 1, Volume No. 5474 Page No. 199/246, Sl. No.931 dt. 19.01.2010 with Sub-Registrar Sadar, (G.B. Nagar).
30	Sultanpur	26.12.2009	0.4269	1.05	Book No. 1, Volume No. 1699, Page No. 325/380, Sl. No.727. dt. 11.03.2010 Sub-Registrar, Noida-III.
31	Shahpur Goverdhanpur Bangar	26.12.2009	0.0640	0.16	Book No. 1, Volume No. 5474 Page No. 247/294, Sl. No. 932 dt. 19.01.2010 with Sub-Registrar Sadar, (G.B. Nagar).
32	Asgarpur Jagir	26.12.2009	0.6165	1.52	Book No. 1, Volume No. 1699, Page No. 277/322, Sl. No.726. dt.11.03.2010 Sub-Registrar, Noida-III.
33	Sultanpur	08.02.2010	0.5820	1.44	Book No. 1, Volume No. 1699, Page No. 227/276, Sl. No.725, dt. 11.03.2010
34	Rohillapur	08.02.2010	0.4880	1.21	Book No. 1, Volume No. 5539 Page No. 339/388, Sl. No.1818 dt. 08.02.2010 with Sub-Registrar Sadar, (G.B. Nagar).
35	Wazidpur	08.02.2010	0.5620	1.39	Book No. 1, Volume No. 5540, Page No. 1/50, Sl. No.1820 dt. 08.02.2010 with Sub-Registrar Sadar, (G.B. Nagar).
36	Gejha Tilptabad	08.02.2010	0.8220	2.03	Book No. 1, Volume No. 2681, Page No. 91/140, Sl. No. 1298 dt. 11.03.2010
37	Sultanpur (Alternate Land)	01.05.2010	0.7086	1.75	Book No. 1, Volume No. 1974 Page No. 209/260, Sl. No.2713 dt. 03.07.2010 with Sub-Registrar Noida-III
38	Rohillapur (Alternate Land)	01.05.2010	0.8000	1.98	Book No. 1, Volume No. 6992 Page No. 261/318, Sl. No.17114 dt. 01.07.2010 with Sub-Registrar Sadar, (G.B. Nagar).
39	Sultanpur	16.06.2010	1.4755	3.64	Book No. 1, Volume No. 1974 Page No. 299/348, Sl. No.2715 dt. 03.07.2010 with Sub-Registrar Noida-III, (G.B. Nagar).
40	Asgarpur Jagir	16.06.2010	0.0130	0.03	Book No. 1, Volume No. 1974 Page No. 259/308, Sl. No.2714 dt. 03.07.2010 with Sub-Registrar Noida-III, (G.B. Nagar).
41	Sultanpur	18.03.2011	0.0296	0.07	Book No. 1, Volume No. 2705 Page No. 37/86 , Sl. No. 5549 dt. 06.07.2011 with Sub-Registrar Noida-III, (G.B. Nagar).
		Total	**463.8057**	**1145.60**	
Balance Land for Lease to JIL in Sectors 128, 129, 131, 133, & 134			**0.0972**	**0.24**	

For Expressway Hospitality Pvt. Ltd.

Director / Auth. Signatory

Sl. No.	Name of Village	Date of Execution	Area (Hect.)	Area (Acres)	Details of Lease Deed Registration
Sector - 151, Noida					
1	Badoli Bangar & Badoli Khadar	31.07.2009	14.0000	34.58	Book No. 1, Volume No. 1648 Page No. 377/506, Sl. No. 2064 dt. 06.08.2009 with Sub-Registrar-III, Noida (G.B. Nagar).
2	Badoli Khadar	08.02.2010	10.3018	25.45	Book No. 1, Volume No. 5540 Page No. 51/100, Sl. No.1821 dt. 08.02.2010 with Sub-Registrar Sadar, (G.B. Nagar).
3	Badoli Bangar	08.02.2010	0.5790	1.43	Book No. 1, Volume No. 5539 Page No. 389/438, Sl. No.1819 dt. 08.02.2010 with Sub-Registrar Sadar, (G.B. Nagar).
4	Badauli Bangar (Alternate Land)	29.11.2010	2.6965	6.66	Book No. 1, Volume No. 7869 Page No. 163/224, Sl. No.1265 dt. 25.01.2011 with Sub-Registrar Sadar, (G.B. Nagar).
5	Badauli Khadar (Alternate Land)	29.11.2010	0.1241	0.30	Book No. 1, Volume No. 7869 Page No. 251/310, Sl. No.1267 dt. 25.01.2011 with Sub-Registrar Sadar, (G.B. Nagar).
6	Kondali Bangar (Alternate Land)	29.11.2010	1.5412	3.81	Book No. 1, Volume No. 7869 Page No. 1/62, Sl. No.1262 dt. 25.01.2011 with Sub-Registrar Sadar, (G.B. Nagar).
7	Badauli Bangar	18.03.2011	4.1493	10.25	Book No. 1, Volume No. 8890 Page No. 317/366 , Sl. No.12527 dt. 04.07.2011 with Sub-Registrar Sadar, (G.B. Nagar).
8	Badauli Khadar	18.03.2011	0.0500	0.12	Book No. 1, Volume No. 8891 Page No. 1/50 , Sl. No.12529 dt. 04.07.2011 with Sub-Registrar Sadar (G.B. Nagar).
9	Kondali Bangar	18.03.2011	1.6917	4.18	Book No. 1, Volume No. 8890 Page No. 177/228 , Sl. No.12524 dt. 04.07.2011 with Sub-Registrar Sadar, (G.B. Nagar).
	Total		**35.1336**	**86.78**	
Balance Land for Lease to JIL in Sector 151			**0.9635**	**2.38**	
Total land transferred till date in Sectors 128, 129, 131, 133 & 134 and 151			**498.94**	**1232.38**	
Total balance land to be transferred to JIL in Sectors 128, 129, 131, 133 & 134 and 151			**1.06**	**2.62**	

For Expressway Hospitality Pvt. Ltd.

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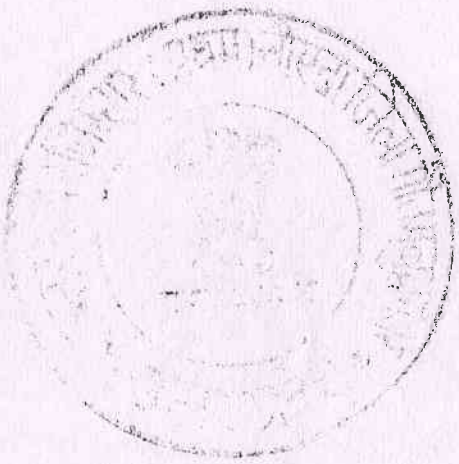


ANNEXURE - II

SCHEDULE OF PROPERTY

The **Demised Plot** having area as below:-

= 6,290 Sqm. (1.55 Acres)

or thereabout at Sector 134, Jaypee Greens Wish Town, Noida, Distt. G.B. Nagar (UP) and as demarcated on the Location Plan and bound as under:

No corner, No park facing, No Commerical Facing situated on 24 M. Road

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

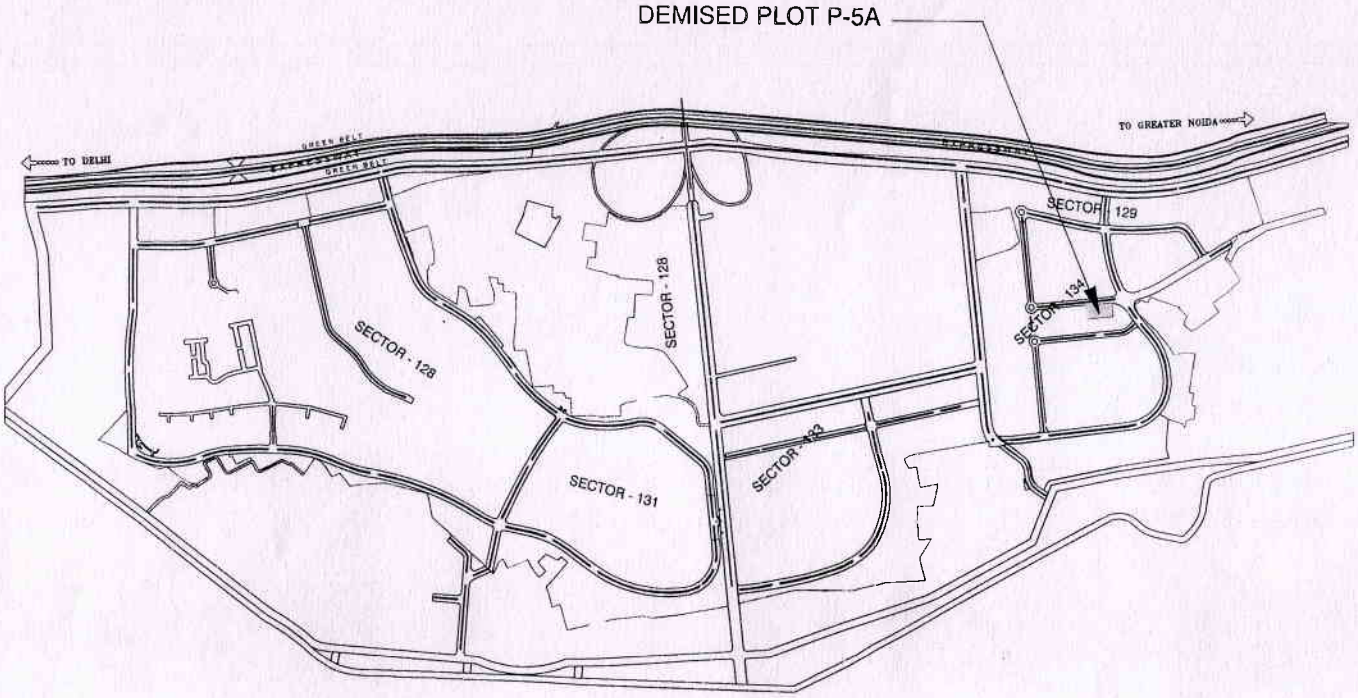
For Expressway Hospitality Pvt. Ltd.

Director / Auth. Signatory

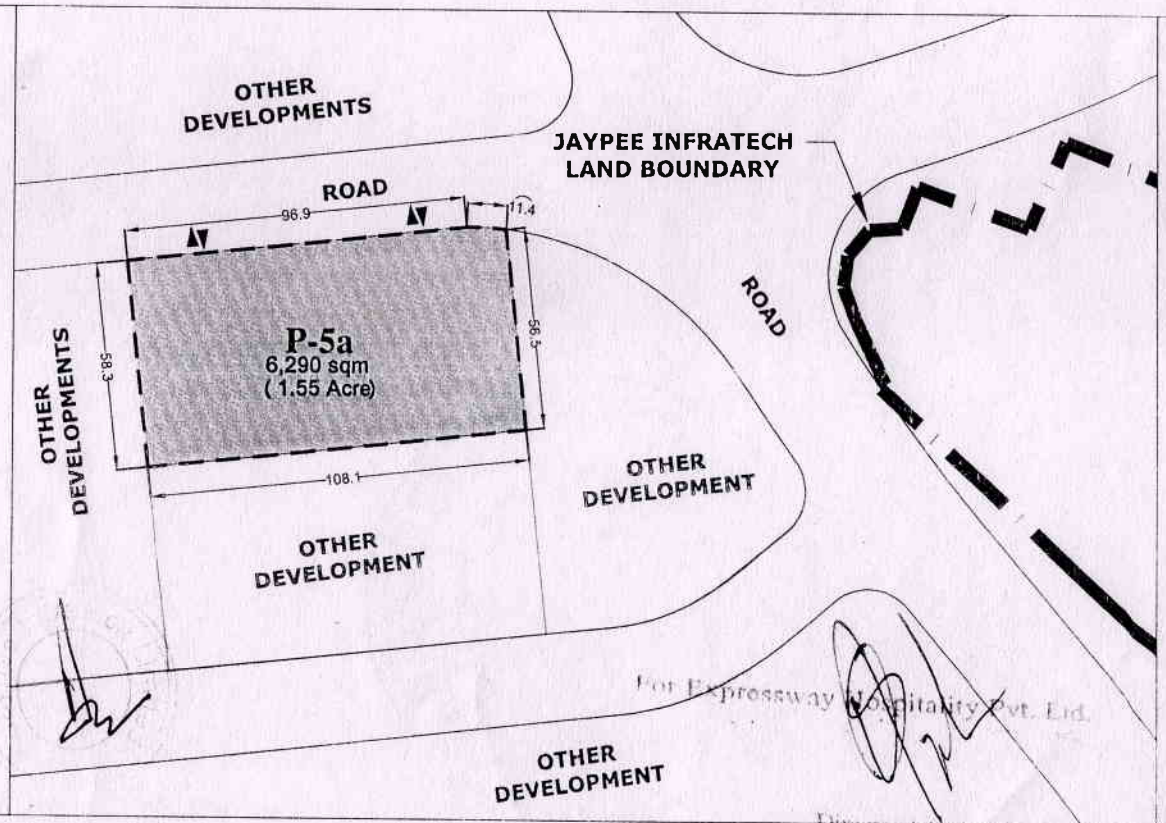
ANNX - 131

LOCATION OF DEMISED PLOT IN THE SUBJECT LAND

SECTOR - 134, WISH TOWN, JAYPEE GREENS, NOIDA



PLAN OF THE DEMISED PLOT



Note : - All dimensions are in meter

N

LEGEND

BOUNDARY OF SUBJECT LAND

DEMISED PLOT

DEALT BY :- Banasree Mandal	SCALE :- N.T.S
CHECKED BY :- Raina Dora	DATE :- 21.02.2017

ANNEXURE - IV

पंजीकृत डाक द्वारा

नवीन ओखला औद्योगिक विकास प्राधिकरण

वास्तुकला एवं नियोजन विभाग
मुख्य प्रशासनिक भवन सेक्टर-6 नोएडा(उ0प्र0)

पत्र संख्या नोएडा/मु0वा0नि0/2015/...774
दिनांकः 20-02-2015

मुख्य कार्यपालक अधिकारी
नवीन ओखला औद्योगिक विकास प्राधिकरण
उत्तर प्रदेश

सेवा में,

मै0 जे0पी0 इन्फ्राटेक लि0
सैक्टर - 128
नौएडा

मै0 जे0पी0 इन्फ्रांटेक लि0 (पुराना नाम जय प्रकाश इंडस्ट्रीज) एवं यमुना एक्सप्रेस वे (पुराना नाम ताज एक्सप्रेस वे) के मध्य निष्पादित कन्सेशन एग्रीमेंट के प्रावधानों के तहत आपको **सैक्टर - 128, 129, 131, 133 व 134, नौएडा** में हस्तान्तरित भूमि पर आपके द्वारा एकीकृत टाऊनशिप के विकास हेतु भू-उपयोग एवं पुनरीक्षित भू-विन्यास मानचित्र प्राधिकरण के अनुमोदनार्थ प्रस्तुत किये गये है । प्राधिकरण की समिति ने उक्त प्रस्ताव पर सम्यक विचार-विमर्श किया गया । सन्दर्भित योजना में हस्तान्तरित भूमि, भू-उपयोग एवं एफ0ए0आर0 का विवरण निम्नानुसार है :-

नौएडा से आगरा तक एक्सप्रेस-वे बनाने की परियोजना के अन्तर्गत यमुना एक्सप्रेस वे औद्योगिक विकास प्राधिकरण (पुराना नाम ताज एक्सप्रेस वे प्राधिकरण (TEA) एवं कार्यदायी संस्था मैसर्स जयप्रकाश इण्डस्ट्रीज(वर्तमान नाम मैसर्स जे0पी0 इन्फ्राटेक लि0) के मध्य निष्पादित कंशेसन एग्रीमेंट के सापेक्ष में कार्यदायी संस्था को हस्तान्तरित भूमि का सैक्टरों के अनुसार विवरण निम्नवत है:-

क्र0 सं0	विवरण	सैक्टर सं0	क्षेत्रफल	टिप्पणी
1.	जेपी इन्फ्राटेक लिमिटेड को नौएडा में हस्तान्तारेत की जाने वाली भूमि	128, 129, 131, 133, 134 एवं 151	1235 एकड़	.....
2.	सैक्टर–128, 129, 131, 133 एवं 134 में हस्तान्तरित की जाने वाली भूमि	128, 129, 131, 133 एवं 134	1145.84 एकड़	
3.	सैक्टर–151 में हस्तान्तरित की जाने वाली भूमि	151	89.16 एकड़	
4.	सैक्टर–151 में हस्तान्तरित भूमि	151	86.7882 एकड़	
5	सैक्टर – 151 हेतू हस्तान्तरण की प्रक्रिया में भूमि	151	2.3718 एकड़	
6.	वर्तमान तक सैक्टर 128, 129, 131, 133, 134 एवं 151 में हस्तान्तरित कुल भूमि		1145.60 + 86.7882 = 1232.3882 एकड़	
7	सैक्टर 128, 129, 131, 133, 134 एवं 151 में हस्तान्तरण हेतु कुल शेष भूमि		0.24 + 2.3718 = 2.6118 एकड़	

For Expressway Hospitality Pvt. Ltd.

Director/Auth. Signatory

8	सैक्टर–128, 129, 131, 133 एवं 134 हस्तान्तरित भूमि	128, 129, 131, 133 एवं 134	1145.60 एकड़	
9	जेपी इन्फ्राटेक लिमिटेड द्वारा अन्य को हस्तान्तरित भूमि का उप पट्टा प्रलेख का निष्पादन किया गया	128	(-) 73.00 एकड़	मैसर्स कदम डवलपर्स प्रा0 लि0 टी0एस0 –01, सैक्टर – 128
		128	(-) 10.00 एकड़	मै0 होटल एकोर्ड होटल्स प्रा0 लि0 टी0एस0 –02, सैक्टर – 128
10	सैक्टर – 128, 129, 131, 133 एवं 134 हेतू हस्तान्तरण की प्रक्रिया में भूमि	128	0.24 एकड़	प्राधिकरण द्वारा सन्दर्भित 0.24 एकड़ भूमि हस्तान्तरण की प्रक्रिया में है ।
11	सैक्टर – 151 हेतू हस्तान्तरण की प्रक्रिया में भूमि	151	2.3718 एकड़	प्राधिकरण द्वारा सन्दर्भित 2.3718 एकड़ भूमि हस्तान्तरण की प्रक्रिया में है ।
	128, 129, 131, 133 एवं 134 में भू–विन्यास स्वीकृति हेतु कुल भूमि	128, 129, 131, 133 एवं 134	1145.60 – (73+10) + 0.24 एकड़ = 1062.84 एकड़	

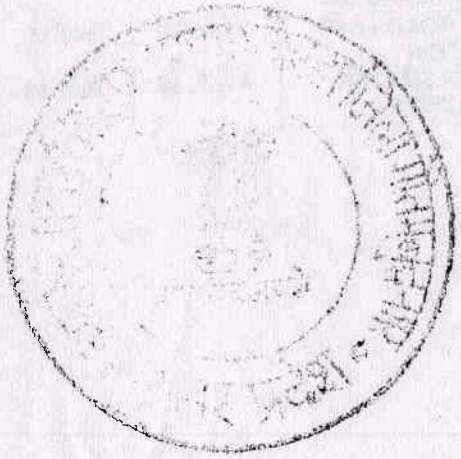
भू-उपयोग विभाजन का विवरणः-

वर्तमान में पुनरिक्षित भू-विन्यास मानचित्रों में प्रस्तावित भू–उपयोगों का नियोजन निम्नानुसार है :–

LAND USE DISTRIBUTION IN RESIDENTIAL SECTORS 128,129,131, 133,134 ON LAND AREA 1019.55 ACRES					
S. No.	LAND USE DISTRIBUTION	IN HACTARE	IN ACRES	PERCENTAGE	
1	LAND UNDER RESIDENTIAL LAND USE	246.6991	609.31	59.76	%
2	LAND UNDER COMMERCIAL LAND USE	10.6170	26.22	2.57	%
3	INSTITUTIONAL AND COMMUNITY FACILITIES	35.5201	87.73	8.61	%
a	LAND UNDER COMMUNITY FACILITIES LAND USE	6.6760	16.49	1.62	%
b	LAND UNDER INSTITUTIONAL LAND USE	21.1222	52.17	5.12	%
c	LAND UNDER HEALTH LAND USE	7.7219	19.07	1.87	%
4	LAND UNDER GREEN/ RECREATIONAL LAND USE	61.9160	152.93	15.00	%
5	LAND UNDER ROADS AND TRANSPORTATION	58.0364	143.35	14.06	%
TOTAL LAND UNDER MASTER PLAN RESIDENTIAL ZONE		412.7886	1019.55	100.00	%

For Expressway Hospitality Pvt. Ltd.

Director/ Auth. Signatory



- कार्यदायी संस्था द्वारा जल की व्यवस्था अपने श्रोतों से प्राधिकरण की वाटर लाइन संचालित होने तक, अपने व्यय पर करनी होगी । जल की व्यवस्था होने के उपरान्त तदानुसार आवश्यक कार्यवाही हेतु कार्यदायी संस्था को अवगत करा दिया जायेगा। उक्त के कारण यदि डिजायन में संशोधन होता है तो कार्यदायी संस्था द्वारा संशोधित डिजाइन प्राधिकरण से अनुमोदित कराना होगा।
- जल संरक्षण के दृष्टि से एस0टी0पी0 से रिसाइकिल वाटर सप्लाई जिसका पी0एच0-7 से 8.50 एवं बी0ओ0डी0 - 5 से 10 हो, का उपयोग कार्यदायी संस्था द्वारा फ्लशिंग एवं इरीगेशन के कार्यो मे किया जायेगा ।
- हस्तान्तरित भूमि के अन्दर इलैक्ट्रीकल नेटवर्क एवं विद्युत लोड प्राधिकरण के मानको के अनुरूप होने की सूचना विद्युत विभाग द्वारा प्राप्त करना होगा ।

16. भू-विन्यास मानचित्र के अनुरूप उसमें दर्शाये गये सभी प्रकार के भवन निर्माण किये जाने से पूर्व प्रत्येक भवन का उसके निर्धारित उपयोग के अनुसार नोएडा भवन विनियमावली-2010(यथा संशोधित सुसंगत प्रभावी प्राविधानों सहित) के अनुसार निर्धारित शुल्क व प्रक्रिया के अन्तर्गत आवश्यक अभिलेखों तथा विस्तृत मानचित्रों के साथ पृथक से आवेदन कर स्वीकृति प्राप्त करनी होगी।
17. सभी प्रकार के विकास कार्य एवं अवस्थापना सुविधायें तथा भवनों का निर्माण कार्य समय-समय पर शासकीय नीति/निर्देशो/बी0आई0एस0/आई0एस0 के लागू सुसंगत कोड एवं मानकों के अनुरूप किया जायेगा। तदोपरान्त आवेदन करने के साथ नियमानुसार उनका कम्पलीशन सर्टिफिकेट प्राप्त करने के उपरान्त ही अधिभोग में लाया जायेगा।
18. परियोजना के सम्पूर्ण परिसर एवं उसके भीतर निर्मित सभी भवनों में शारीरिक रूप से अक्षम एवं असक्त व्यक्तियों के लिए अवश्यक सुविधायें एवं सुगम्यता के दृष्टिगत अवरोधमुक्त परिसर के रूप में विकास एवं निर्माण किया जायेगा।
19. परियोजना के समस्त भवनों का निर्माण, आन्तरिक एवं वाह्य विकास कार्य, अवस्थापना सुविधायें, जन सेवायें एवं सामुदायिक सुविधायें आदि का विकास पूर्ण करने पर आने वाला समस्त व्यय आवेदक को स्वयं वहन करना होगा, जिसमें देय समस्त शुल्क, चार्जेज, टैक्स, लेबी आदि (यथा लागू) भी सम्मिलित है ।
20. गुणवत्तापूर्वक उच्चस्तरीय ढंग से परियोजना के क्रियान्वन अवधि के समय तथा उसके उपरान्त अनुरक्षण, विशिष्ट खेल आयोजन अवसर पर विशेष, संचालन, अनुरक्षण आदि के सम्बन्ध में नोएडा प्राधिकरण, स्थानीय प्रशासन, उत्तर प्रदेश प्रशासन, सक्षम न्यायालय आदि के अन्य नीतिगत निर्णयों/निर्देशों का अनुपालन अनिवार्य रूप से कार्यदायी संस्था को करना होगा ।
21. यह स्वीकृति प्राधिकरण द्वारा कब्जा प्रदान किये गये क्षेत्रफल के सापेक्ष में ही अनुमन्य होगी ।
22. मानचित्र जिस प्रायोजन हेतु स्वीकृत कराया गया है केवल उसी प्रयोग में लाया जायेगा । स्वीकृत भू-मानचित्र में किसी भी प्रकार का संशोधन अनुमन्य नहीं होगा । सन्दर्भित योजना में किसी भी संशोधन के लिए प्राधिकरण से पूर्वानुमति प्राप्त करनी होगी ।
23. सन्दर्भित योजना में नियोजित विभिन्न श्रेणियों के भूखण्डों पर हरित, खुले क्षेत्र, भू-आच्छादन क्षेत्रफल, एफ0ए0आर0, सैटबैक, भवन की ऊँचाई आदि पर मास्टर प्लान, भवन विनियमावली (यथा संशोधित), कंशेसन एग्रीमेंट एवं पट्टा प्रलेख में दिये गये नियमों/विनियमों का अनुपालन सुनिश्चित किया जायेगा ।
24. प्रश्नगत भूमि में जो क्षेत्र माननीय उच्च न्यायालय के स्थागनादेश से प्रभावित है उस पर भू - विन्यास मानचित्र केवल नियोजन हेतु प्रतीकात्मक रूप से रहेगा तथा प्राधिकरण द्वारा उस पर कोई मानचित्र स्वीकृत नहीं की जा रही है साथ ही जिस क्षेत्र पर वाद दायर है उस पर कार्यवाही माननीय उच्च न्यायालय द्वारा पारित आदेशों के अधीन रहेगी ।
25. प्राधिकरण द्वारा भविष्य में कोई भी फीस/शुल्क मांगे जाने पर कार्यदायी संस्था को देय होगा ।
26. सन्दर्भित योजना के पुनरीक्षित भू-विन्यास मानचित्र / भू-उपयोग से कोई भी IIIrd Party Right प्रभावित होता है तो उसकी सम्पूर्ण जिम्मेदारी कार्यदायी संस्था की होगी ।
27. स्थल पर तालाब/पोखरा/झील/शमशान/कब्रिस्तान होने की दशा में उसे नियोजन में समायोजित कर संरक्षित किया जायेगा ।

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28. भूगर्भ जल विभाग/केन्द्रीय भूगर्भ जल विभाग से अनापत्ति प्रमाण पत्र कार्यदायी संस्था स्वयं प्राप्त करेंगा ।
29. कार्यदायी संस्था को माननीय राष्ट्रीय हरित अधिकरण से समय - समय पर प्राप्त निर्देशों का अनुपालन करना होगा ।
30. सालिड वेस्ट डिस्पोजल व मैनेजमेंट कार्यदायी संस्था द्वारा स्वयं किया जायेगा ।
31. उप विभाजक नियन्त्रण (Sub Division regulation) तथा समय-समय पर जारी अन्य नियन्त्रण का अनुपालन सुनिश्चित करना होगा ।
32. उत्तर प्रदेश अपार्टमेंट (निर्माण, स्वामित्व, अनुरक्षण का सम्बर्धन) अधिनियम-2010 (दिनॉक 19 मार्च 2010) की धारा - 12 (1) के अन्तर्गत उल्लेखित प्रारूप 'क' तथा उत्तर प्रदेश अपार्टमेंट (निर्माण, स्वामित्व अनुरक्षण का सम्बर्धन) नियमावली - 2011 (दिनॉक 16 नवम्बर 2011) के नियम संख्या - 3 एवं 4 (यथा स्थित) के अनुरूप घोषणा पत्र एवं प्रारूप 'ख' समय - समय पर जमा कराना होगा ।
33. सन्दर्भित योजना में नियोजित सभी ब्लाक्स के मध्य की दूरी भवन विनियमावली - 2010/एन0बी0सी0, के प्रावधानों के अनुरूप (6.0 से 16.0 मी0 यथोचित) रखनी होगी ।
34. सन्दर्भित योजना के विकास एवं निर्माण के लिए किसी भी दशा में भू-जल दोहन नहीं करेंगे तथा इसके लिए नोएडा प्राधिकरण/अन्य संस्था के एस0टी0पी0 के परिष्कृत जल का उपयोग करेंगे ।
35. सन्दर्भित योजना के अन्तर्गत नियोजित सभी श्रेणियों के भूखण्ड/पॉकेट्स के साइट प्लान का कार्यदायी संस्था द्वारा सत्यापन कर नियमानुसार प्राधिकरण में प्रस्तुत करना होगा । साइट प्लान में दर्शायी गयी मापों तथा क्षेत्रफल में त्रुटि की दशा में समस्त जिम्मेदारी कार्यदायी संस्था की होगी ।
36. संदर्भित योजना में कुल जनसंख्या 1,83,442 व्यक्ति अनुमन्य है ।
37. सन्दर्भित योजना में कार्यदायी संस्था को आवासीय श्रेणी यथा - ग्रुप हाऊसिंग एवं एकल आवासीय भूखण्डों/पॉकेट्स के प्रवेश/ निकास की व्यवस्था योजना के अन्तर्गत नियोजित आन्तरिक मार्गो पर सुनिश्चित करनी होगी तथा अन्य श्रेणियों के भूखण्डों के प्रवेश/निकास की अनुमति प्राधिकरण के सर्विस रोड़ से इस शर्त के साथ प्रदान की जाती है कि संस्था किसी भी दशा में वाहनों की पार्किंग प्राधिकरण के सर्विस रोड़ पर नही करेगा एवं सर्विस रोड़ पर नियोजित सभी भूखण्डों/पॉकेट्स के लिए आवश्यक पार्किंग की व्यवस्था परिसर के अन्दर नियमानुसार करेगा ।
38. सन्दर्भित योजना में नियोजित ग्रुप हाऊसिंग क्षेत्रफल एकीकृत टाऊनशिप का भाग है । अतः कार्यदायी संस्था को ग्रुप हाऊसिंग के लिए नियोजित Single Future Planning Pocket पर 2.75 से अधिक एफ0ए0आर0 की स्वीकृति इस शर्त के साथ प्रदान की जायेगी कि सन्दभित योजना में ग्रुप हाऊसिंग के लिए नियोजित कुल क्षेत्रफल 2148624.00 वर्ग मी0 पर किसी भी दशा में 45,11,788.00 वर्ग मी0 (2.09985) से अधिक एफ0ए0आर0 अनुमन्य नही होगा, जोकि वर्तमान में प्रचलित भवन विनियमावली में ग्रुप हाऊसिंग के लिए अधिकतम अनुमन्य एफ0ए0आर0 2.75 की सीमा के अन्तर्गत है । उल्लेखित एफ0ए0आर0 से अधिक होने की दशा में कार्यदायी संस्था को अन्य श्रेणी/क्रिया में प्रस्तावित एफ0ए0आर0 को कम करना होगा, जिसके लिए पुनरीक्षित भू - विन्यास मानचित्र हेतु नियमानुसार आवेदन करना होगा अथवा वर्तमान में प्रचलित भवन विनियमावली, 2010 में ग्रुप हाऊसिंग हेतु क्रय योग्य एफ0ए0आर0 के प्रावधानों के तहत भवन मानचित्र स्वीकृति प्राप्त करनी होगी । कार्यदायी संस्था द्वारा एकल ग्रुप हाऊसिंग पॉकेट के किसी अन्य के नाम हस्तान्तरण/उप पट्टा प्रलेख निष्पादन की दशा में सन्दर्भित पॉकेट पर एफ0ए0आर0 अधिकतम 2.75 अनुमन्य होगा तथा ग्रुप हाऊसिंग के लिए कुल प्रस्तावित एफ0ए0आर0 का भाग होगा ।
39. यमुना एक्सप्रेसवे औधोगिक विकास प्राधिकरण का सम्पत्ति विभाग सभी उप पट्टा प्रलेख(Sub- Lease deed) का रिकार्ड सम्बन्धित लैण्ड पार्सलवाईज रखना सुनिष्चित करेगा तथा उप पट्टा धारक (Sub-Lease Lessee) द्वारा समय–समय पर प्रस्तुत Mortgage Permission तथा Transfer Permission, Time Extension के लिए आवेदन पर उपरोक्त कन्सेशन अनुबन्ध के नियमानुसार कार्यवाही की जायेगी ।

For Expressway Hospitality Pvt. Ltd.

Director / Auth. Signatory

40. यमुना एक्सप्रेसवे औधोगिक विकास प्राधिकरण के सम्पत्ति विभाग द्वारा पट्टा धारक (Lessee) मैसर्स जे0पी0 इन्फ्राटेक लिमिटेड के माध्यम से उपपट्टा धारक (Sub Lessee) द्वारा प्रस्तुत भूखण्डों के भवन मानचित्र स्वीकृति से पूर्व No Dues Certificate निर्गत किया जायेगा ।

41. यमुना एक्सप्रेसवे औधोगिक विकास प्राधिकरण के सम्पत्ति विभाग द्वारा एल0एफ0डी0 साइट के अन्तर्गत विभिन्न भूखण्डों के स्वामित्व के सम्बन्ध में आवेदक के पक्ष में स्वामित्व की पुष्टि किये जाने पर ही भवन मानचित्र स्वीकृति सम्बन्धी कार्यवाही की जायेगी ।

42. कार्यदायी संस्था मैसर्स जेपी इन्फ्राटेक लिमिटेड (पट्टा धारक) द्वारा निष्पादित उप पट्टा प्रलेख (Sub-Lease deed) के साथ संलग्न लीज प्लान के आधार पर भवन मानचित्र स्वीकृति सम्बन्धी कार्यवाही की जायेगी ।

स्वीकृत भू - विन्यास मानचित्र इस पत्र के साथ सलंग्न है । सन्दर्भित योजना के अन्तर्गत नियोजित भूखण्डों/पॉकेट्स के भवनों का निर्माण कार्य स्वीकृत भवन मानचित्रों की वैधता तिथि के अर्न्तगत पूर्ण करने के उपरान्त अधिभोग प्रमाण पत्र हेतु नियमानुसार आवेदन करना होगा तथा बिना प्राधिकरण की पूर्व अनुमति एवं अधिभोग प्रमाण पत्र प्राप्त किये बिना भवनों को प्रयोग में ना लायें ।

नाम.....
पद.....
अशोक कुमार मिश्र
मुख्य कार्यपालक अधिकारी
नौएडा

प्रतिलिपिः-

- मुख्य कार्यपालक अधिकारी, यमुना एक्सप्रेसवे औद्योगिक विकास प्राधिकरण को सादर सूचनार्थ ।
- मुख्य परियोजना अभियन्ता, नौएडा को सादर सूचनार्थ ।

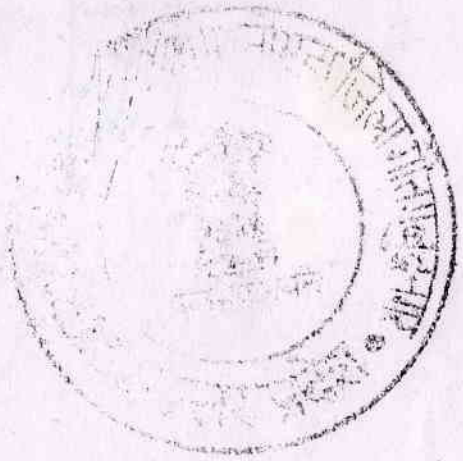
Map for proposed Building is as per Bye Laws. Submitted for approval please.

M. [illegible] Arch. Architect

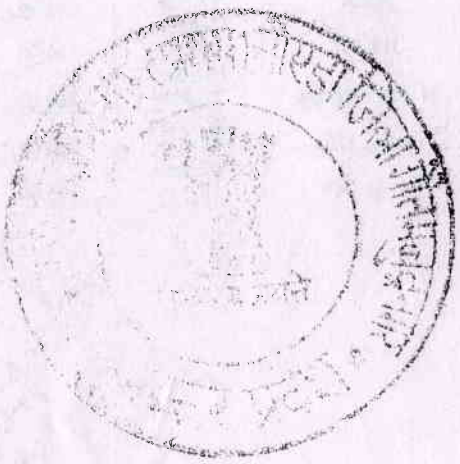
Jaypee Infratech Limited

Jaypee Expressway Hospitality Pvt. Ltd.

Director / Auth. Signatory



			30.00m			
		D56A	12.00m x 30.00m	360.00	1	360.00
1.10		S1-S100	10.00m x 20.00m	200.00	99	19800.00
		T1 - T6, T5A	10.00m x 20.00m	200.00		
		T9-T24	10.00m x 20.00m	200.00	86	17200.00
		T27 -T70	10.00m x 20.00m	200.00		
		T75 -T94	10.00m x 20.00m	200.00		
		T26	10.45m x 20.00m	209.00	1	209.00
		T7, T7A &T25	12.00m x 25.00m	300.00	3	900.00
		N1 to N71	10.00m x 17.50m	175.00	70	12250.00
	KENSINGTON PARK 2	N17a, N31a, N40a, N40b	10.00m x 17.50m	175.00	4	700.00
		N54a & N56a	11.50m x 17.50m	201.25	2	402.50
		P1 to P147	8.00m x 16.00m	128.00	146	18688.00
		P1a	8.00m x 16.00m	128.00	1	128.00
		Q1 to Q168	8.00m x 16.00m	128.00	165	21120.00
		Q1a, Q14a, Q15a,Q28a,	8.00m x 16.00m	128.00	7	896.00
		Q29a, Q60a, Q61a	8.00m x 16.00m			
		Q167 to Q168	14.00m x 25.00m	350.00	2	700.00
		R1 to R114	10.00m x 17.50m	175.00	113	19775.00
		R40a, R40b,R84a, R99a	10.00m x 17.50m	175.00	4	700.00
1.11		H1 to H163	8.00m x 16.00m	128.00	162	20736.00
		G1 to G147	8.00m x 16.00m	128.00	146	18688.00
		G50a & G144a	8.00m x 16.00m	128.00	2	256.00
		M1 to M79	10.00m x 17.50m	175.00	78	13650.00
		M81-83, M92-94	14.00m x 25.00m	350.00	6	2100.00
		M84 - M91	12.00m x 25.00m	300.00	8	2400.00
	KENSINGTON PARK 1	M80 & M95	15.00m x 30.00m	450.00	2	900.00
		L1 to L169	8.00m x 16.00m	128.00	168	21504.00
		K1 to K74	10.00m x 17.50m	175.00	73	12775.00
		K30A	10.00m x 17.50m	175.00	1	175.00
		J14-J61	10.00m x 20.00m	200.00	48	9600.00
		J1-J12, J62-J96	10.00m x 25.00m	250.00	47	11750.00
		J-1a & J72a	10.00m x 25.00m	250.00	2	500.00
		O1 to O69	8.00m x 16.00m	128.00	68	8704.00



1.12	PD-10	D87-D94	15.00m x 30.00m	450.00	8	3600.00
1.13	PD-11	E23-E31	12.00m x 25.00m	300.00	9	2700.00
		C30-C31	14.00m x 25.00m	350.00	2	700.00
1.14	PD-12	D59-D86	15.00m x 30.00m	450.00	28	12600.00
SUB TOTAL					1764	318366.50
PROPOSED LAND AREA UNDER PLOTTED DEVELOPMENT					318,366.50	Sq. Mts.
					31.8367	Hectares
					78.67	Acres

(C) आवासीय भू-उपयोग के अन्तर्गत ग्रुप हाऊसिंग हेतु 214.8624 हेक्टेयर (530.63 एकड़)क्षेत्रफल को निम्नानुसार विभिन्न पॉकेट्स को नियोजित किया गया है :-

Detail of Group Housing Land Use

- **Proposed land area for Group Housing Land Use = 21,48,624.00 Sqm.**
- **Proposed FAR of Group Housing Land Use @2.09985 = 45,11,788.00 Sqm.**
- **Total Area of Sanctioned Group Housing Pockets = 14,67,483.72 Sqm.**
- **Sanctioned FAR of above pockets = 39,49,040.90 Sqm.**
- **Total Area around plotted development/golf course = 1,22,122.00 Sqm.**
- **Total Area of Future Group Housing Pockets = 5,59,018.26 Sqm.**
- **Balance FAR of Future Group Housing Pockets = 5,62,747.10 Sqm.**
  (within the limit of 1.5 FAR of total transferred land)

2. वाणिज्यक भू-उपयोग 10.6170 हे0 (2.57%)

प्रस्तावित वाणिज्यक गतिविधियाँ :-

DETAILS OF SHOPPING FACILITIES PROVIDED ACROSS SECTORS 128, 131,133,134 ON LAND AREA OF 1019.55 ACRES					
S. NO.	INFRASTRUCTURE	LAND POCKET	PROPOSED		
			NUMBER	AREAS IN HECTARE	AREA IN ACRES
1	SECTOR LEVEL SHOPPING	C1-B1	1	0.6503	1.61
2	SECTOR LEVEL SHOPPING	C1-B2	1	0.6503	1.61
3	SECTOR LEVEL SHOPPING	C1-B3	1	0.6501	1.61
4	SECTOR LEVEL SHOPPING	C1-B4	1	0.6504	1.61
5	SECTOR LEVEL SHOPPING	C1-C1	1	0.8657	2.14
6	SECTOR LEVEL SHOPPING	C1-C2	1	0.6972	1.72
7	SECTOR LEVEL SHOPPING	C1-D1	1	0.8273	2.04
8	SECTOR LEVEL SHOPPING	C1-D2	1	0.8273	2.04
9	SECTOR LEVEL SHOPPING	C1-E	1	1.3968	3.45
10	SECTOR LEVEL SHOPPING	C1-F	1	0.6580	1.62
11	SECTOR LEVEL SHOPPING	C1-K	1	0.8096	2.00
12	SECTOR LEVEL SHOPPING	C1-L	1	0.1356	0.33
13	SECTOR LEVEL SHOPPING	C1-M	1	0.1473	0.36
14	PETROL PUMP	C1-G	1	0.1198	0.30

For Expressway Hospitality Pvt. Ltd.

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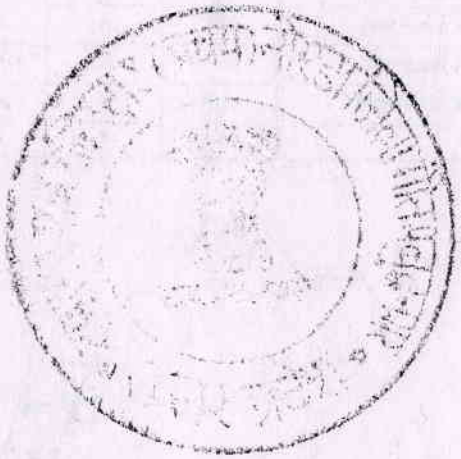

15	PETROL PUMP	C1-H	1	0.1541	0.38
16	PETROL PUMP	C1-J	1	0.2051	0.51
17	LOCAL CONVENIENT SHOPPING(CUMULATIVE)	C2-A to C2-Y	Refer Master Plan Dwgs	1.1741	2.90
	TOTAL			10.6170	26.22

3. सैक्टर – 129 में नौएडा महायोजना – 2031 में 43.29 एकड़ (17.5255 हेक्टेयर) वाणिज्यक भूमि का भू–उपयोग विभाजन निम्नानुसार प्रस्तावित किया गया:–

DETAILS OF MASTER PLAN LEVEL SHOPPING/COMMERCIAL CENTRE (C3) ZONE IN SECTOR 129 MEASURING 43.29 ACRES

S. NO.	INFRASTRUCTURE	LAND POCKET	PROPOSED		
			NUMBER	AREAS IN HECTARE	AREA IN ACRES
1	MASTER PLAN LEVEL SHOPPING / COMMERCIAL CENTRE	C3-A	1	1.8898	4.67
2	MASTER PLAN LEVEL SHOPPING / COMMERCIAL CENTRE	C3-B1	1	0.7953	1.96
3	MASTER PLAN LEVEL SHOPPING / COMMERCIAL CENTRE	C3-B2	1	0.7953	1.96
4	MASTER PLAN LEVEL SHOPPING / COMMERCIAL CENTRE	C3-C	1	1.0527	2.60
5	MASTER PLAN LEVEL SHOPPING / COMMERCIAL CENTRE	C3-D	1	1.0365	2.56
6	MASTER PLAN LEVEL SHOPPING / COMMERCIAL CENTRE	C3-E1	1	0.7486	1.85
7	MASTER PLAN LEVEL SHOPPING / COMMERCIAL CENTRE	C3-E2	1	0.7486	1.85
8	MASTER PLAN LEVEL SHOPPING / COMMERCIAL CENTRE	C3-F	1	0.8240	2.04
9	MASTER PLAN LEVEL SHOPPING / COMMERCIAL CENTRE	C3-G	1	0.8240	2.04
10	MASTER PLAN LEVEL SHOPPING / COMMERCIAL CENTRE	C3-H1	1	0.8240	2.04
11	MASTER PLAN LEVEL SHOPPING / COMMERCIAL CENTRE	C3-H2	1	0.8240	2.04
12	MASTER PLAN LEVEL SHOPPING / COMMERCIAL CENTRE	C3-J	1	7.1827	17.69
	TOTAL		12	17.5255	43.29

4. सैक्टर – 128,129,131, 133, 134 में नौएडा महायोजना – 2031 के अनुसार प्रस्तावित सामुदायिक सुविधाएँ :–

DETAILS OF COMMUNITY FACILITIES PROVIDED ACROSS SECTORS 128,129,131,133,134 ON LAND AREA OF 1019.55 ACRES

S. NO.	INFRASTRUCTURE	LAND POCKET	PROPOSED		
			NUMBER	AREA IN HECTARES	AREA IN ACRES
1	COMMUNITY CENTRE (INCLUDING CENTER FOR MUSIC DANCE & DRAMA)	P-2	1	0.5430	1.34
2	COMMUNITY CENTRE	P-3a	1	0.8560	2.11
3	COMMUNITY CENTRE (INCLUDING CENTER FOR MUSIC DANCE & DRAMA)	P-3b	1	0.8560	2.11
4	COMMUNITY CENTRE	P-3c	1	0.8560	2.11
5	COMMUNITY CENTRE	P-5a	1	0.6290	1.55
6	COMMUNITY CENTRE	P-5b	1	0.6290	1.55

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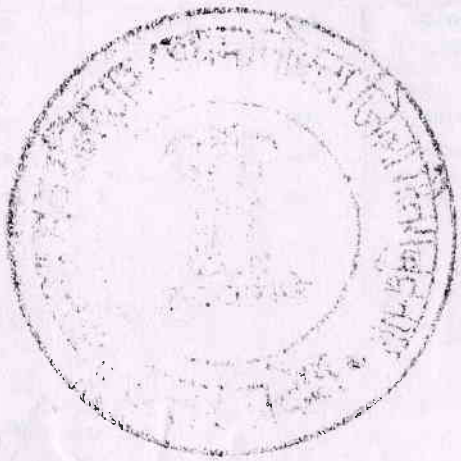
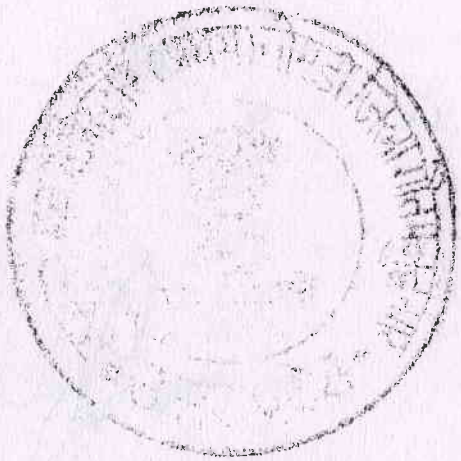


7	COMMUNITY CENTRE (INCLUDING CENTER FOR MUSIC DANCE & DRAMA)	P-5c	1	0.6290	1.55
8	RELIGIOUS BUILDINGS	P-6	1	0.3200	0.79
9	RELIGIOUS BUILDINGS	P-7	1	0.1776	0.44
10	RELIGIOUS BUILDINGS (MEDITATION & SPIRITUAL CENTER)	P-8	1	0.2530	0.62
11	RELIGIOUS BUILDINGS (MEDITATION & SPIRITUAL CENTER)	P-9	1	0.4506	1.11
12	RELIGIOUS BUILDINGS	P-10	1	0.2667	0.66
13	RELIGIOUS BUILDINGS	P-11	1	0.1553	0.38
14	RELIGIOUS BUILDINGS	P-12	1	0.0548	0.14
	TOTAL		14	6.6760	16.49

5. शिक्षण/संस्थागत सुविधाऐ :-

DETAILS OF INSTITUTIONAL FACILITIES AREA PROVIDED ACROSS SECTORS 128,129,131,133,134 ON LAND AREA OF 1019.55 ACRES				
S. NO.	LAND POCKET	DETAILS OF INSTITUTIONAL FACILITY (EDUCATION/OFFICE) AREA PROVIDED		
		PROVIDED LAND AREA IN HECTARES	PROVIDED LAND AREA IN ACRES	TYPE OF SCHOOL
1	I-3/1	1.8139	4.48	SECONDARY SCHOOL
2	I-4	0.6056	1.50	INTEGRATED SCHOOL
3	I-5	1.6193	4.00	INTEGRATED SCHOOL
4	I-7	2.4496	6.05	INTEGRATED SCHOOL
5	I-9	1.5265	3.77	INTEGRATED SCHOOL
6	I-2	2.5980	6.42	COLLEGE
7	I-12	1.6190	4.00	COLLEGE
8	I-16	0.8097	2.00	INTEGRATED SCHOOL
9	I-17	0.1015	0.25	CRECHE
	TOTAL	13.1431	32.47	
10	I-10	0.7380	1.82	CLUB/COMMUNITY CENTRE
11	I-11	1.4064	3.47	CLUB/COMMUNITY CENTRE
12	I-13	0.6692	1.65	CENTRAL COMMAND CENTRE (FIRE, POLICE/ SECURITY & TELECOM POST OFFICE, ETC.)
13	I-14	3.9902	9.86	OFFICE
14	I-15	0.2678	0.66	OFFICE
15	I-16	0.9075	2.24	MISC. UTILITIY/GAS GODOWN/STP
	TOTAL	7.9791	19.70	
	AREA PROPOSED FOR INSTITUTIONAL FACILITIES	21.1222	52.18	



6. संस्थागत भूउपयोग के अन्तर्गत स्वास्थ्य सुविधाओं के लिए नियोजित क्षेत्रफल 7.7219 हे0 (19.07 एकड़) का विवरण –

DETAILS OF HEALTHCARE FACILITIES PROVIDED ACROSS SECTORS 128,129,131,133,134 ON LAND AREA OF 1019.55 ACRES					
NO.	LAND POCKET	NUMBERS	LAND AREA		INFRASTRUCTURE
			IN HECTARES	IN ACRES	
1	H-1	1	7.2874	18.00	HOSPITAL
2	H-3	1	0.1126	0.28	NURSING HOME/POLYCLINIC (WITH OBSERVATION BED)
3	H-4	1	0.1065	0.26	NURSING HOME/POLYCLINIC (WITH OBSERVATION BED)
4	H-5	1	0.1064	0.26	NURSING HOME/POLYCLINIC (WITH OBSERVATION BED)
5	H-6	1	0.1090	0.27	NURSING HOME/POLYCLINIC (WITH OBSERVATION BED)
	TOTAL AREA PROVIDED FOR INSTITUTIONAL FACILITY (HEALTH		7.7219	19.07	

7. हरित क्षेत्र के अन्तर्गत नियोजित क्षेत्रफल 61.916 हे0 (152.93 एकड़) कुल भूमि का 15%

SUMMARY OF PARK & PLAY GROUND AREA ACROSS SECTORS 128,129,131,133,134 ON LAND AREA OF 1019.55 ACRES					
	TOTAL LAND AREA =	1,019.55	ACRES		
	FACILITIES FOR =	2,06,394	PERSONS		
AS PER NOIDA MASTER PLAN 2021					
S. NO.	BUILDING TYPE AS PER LAND USE	AREA REQUIRED		AREA PROVIDED (as/ table 4B)	
		IN HECTARES	IN ACRES	IN HECTARES	IN ACRES
1	Recreational/Green	61.9160	152.93	61.9160	152.93
	TOTAL		152.93		
TOTAL AREA REQUIRED FOR RECREATIONAL/GREEN AREAS		61.9160	Hectares	152.93	acres
TOTAL AREA PROVIDED FOR RECREATIONAL/GREEN AREAS		61.9160	Hectares	152.93	acres
PERCENTAGE OF LAND AREA UNDER RECREATIONAL / GREEN AREAS			15.00	%	

For Expressway Hospitality Pvt. Ltd.

Director / Auth. Signatory

8. योजना मे विभिन्न श्रेणियों/क्रियाओं के लिए प्रस्तावित एफ0ए0आर0 का विवरण :-

सन्दर्भित योजना में वर्तमान में प्रचलित भवन विनियमावली, 2010 में उल्लेखित विभिन्न क्रियाओं / श्रेणियों के लिए अनुमन्य एफ0ए0आर0 के सापेक्ष में प्रस्तावित एफ0ए0आर0 का विवरण :-

Sl. No.	Details	Land Area (Acres)	Land Area (Sqm)	Permissible FAR as per Bylaws, 2010	FAR AREA (Sqm)	Land Area (Acres)	Land Area (Sqm)	Permissible FAR @ 1.5 of total transferred land	FAR AREA (Sqm)
1	**Residential**	-	-	-	-	-	-		
	a) Grouphousing	530.64	2148624	2.75	5908716	530.64	2148624	2.09985	4511788
	b) Plotted	78.67	318367	1.80	573061	78.67	318367	1.80	573061
	Total Residential	**609.31**	**2466991**		**6481777**	**609.31**	**2466991**		**5084849**
2	**Commercial**								
	a)Sector Commercial	-	-	-	-	-	-	-	
	i) Sector Shopping including Convenient & Local Shopping	25.04	101380	2.00	202760	25.04	101380	2.00	202760
	ii)petrol pump	1.18	4790	0.50	2395	1.18	4790	0.50	2395
	SubTotal	**26.22**	**106170**		**205155**	**26.223**	**106170**		**205155**
	b)Master Plan Commercial	43.29	175255	4	700752	43.29	175255	4.00	701020
	Total Commercial	**69.51**	**281425**		**905907**	**69.513**	**281425**		**906175**
3	**Institutional/ Community Facilities**			-		-	-	-	
	a) Community					-	-	-	
	i) Community Centre and Milk &Vegetables Booths	12.35	49980	1.50	74970	12.35	49980	1.00	49980
	ii)Religious Buildings	4.14	16780	1.20	20136	4.14	16780	1.00	16780
	SubTotal	**16.49**	**66760**		**95106**	**16.49**	**66760**		**66760**
	b) Institutional								

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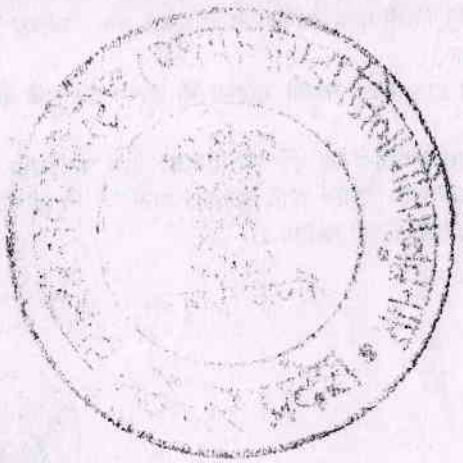
	i) Schools Including Creches,Primary & Secondry Schools	22.05	89261	1.50	153892	22.047	89261	1.00	89261
	ii) Colleges	10.42	42170	1.50	63255	10.42	42170	1.00	42170
	ii) Office	10.52	42580	2.00	85160	10.52	42580	2.00	85160
	iii) Club	5.30	21444	1.50	32166	5.297	21444	1.00	21444
	iv)Police,Fire, Security, Telicom & Post Office	1.65	13851	1.50	10038	1.65	13851	1.00	13851
	Misc. Utilities/Gas Godown/STP	2.24	9097	1.80	9097	2.24	9097	1.00	9097
	SubTotal	**52.17**	**211222**		**333585**	**52.17**	**211222**		**253802**
	c) Health								
	i) Hospital	18.00	72874	2.75	200404	18.00	72874	1.80	131173
	ii) Nursing Home	1.07	4345	2.75	11949	1.07	4345	2.75	11948
	SubTotal	**19.07**	**77219**		**212352**	**19.07**	**77219**		**143121**
	Total Institutional	**87.73**	**355201**		**641043**	**87.73**	**355201**		**463684**
4	**Parks and Playgrounds**	152.93	619160			152.9	619160		
5	**Roads**	143.35	580364			143.35	580364		
	GandTotal	**1062.840**	**4303141**	**1.8656**	**8028995**	**1062.840**	**4303141**	**1.50**	**6454708**

उक्त के क्रम में सन्दर्भित योजना के भू-उपयोग एवं अनुमन्य एफ0ए0आर0 के साथ पुनरीक्षित भू-विन्यास मानचित्र की सक्षम स्तर से स्वीकृति निम्नलिखित शर्तो के साथ प्रदान की जाती है :-

1. यह मानचित्र स्वीकृति की दिनांक से अधिकतम **5 वर्ष** (मान्य निर्माण अवधि होने की दशा में) तक वैध है ।
2. मानचित्रों की इस स्वीकृति से इस भूखण्ड से सम्बन्धित किसी भी शासकीय निकाय जैसे (नगरपालिका, नोएडा प्राधिकरण) किसी अन्य व्यक्ति का अधिकार तथा स्वामित्व किसी प्रकार से भी प्रभावित(एफेक्टेड) नहीं माना जायेगा ।
3. कार्यदायी संस्था द्वारा भवन सामग्री भूखण्ड के सामने रखने से सडक पर यातायात अवरूद्ध नहीं होना चाहिए ।
4. स्वीकृत भू-विन्यास मानचित्रों का एक सैट निर्माण स्थल पर रखना होगा ताकि उसकी मौके पर कभी भी जॉच की जा सके तथा निर्माण कार्य स्वीकृत मानचित्रों के स्पेसीफिकेशन नोएडा भवन नियमावली के नियमों के अनुसार ही कराया जायेगा ।

For Expressway Hospitality Pvt. Ltd.

Director / Auth. Signatory



5. सडक पर अथवा बैक लेन में कोई रेम्प अथवा स्टैप्स नहीं बनाये जायेगे। वह कार्य अपनी ही भूमि पर करना सुनिश्चित करेगें ।

6. संस्था द्वारा प्रस्तुत भू–उपयोग /भूविन्यास मानचित्र में 0.24 एकड़ ऐसी भूमि भी प्रस्तावित की गई है, जिसका अभी संस्था को विधिवत हस्तान्तरण/आवंटन होना शेष है। इस भूमि पर प्रस्ताव केवल नियोजन हेतु प्रतीकात्मक रूप में रहेगा। इस भूमि का हस्तान्तरण/आवंटन संस्था के पक्ष में होने के उपरान्त ही इस भूमि को विधिवत योजना में सम्मिलित किया जायेगा तथा तदनुसार मानचित्र स्वीकृत किये जायेंगे।

7. योजना स्थल के समीप स्थित ग्रामीण आबादी के लिए प्राधिकरण अथवा संस्था द्वारा वैकल्पिक एप्रौच रोड़ का निर्माण किये जाने तक वर्तमान में स्थित एप्रौच रोड़ को बन्द नहीं किया जायेगा।

8. कार्यदायी संस्था को सन्दर्भित योजना का अदेयता प्रमाण पत्र प्राप्त कर प्राधिकरण में इस पत्र के जारी होने की तिथी से 90 दिन के अन्दर प्रस्तुत करना होगा अन्यथा यह स्वीकृति स्वतः निरस्त मानी जायेगी ।

9. कार्यदायी संस्था को आवश्यक विद्युत भार 83 मेगावाट + 86 मेगावाट = 169 मेगावाट के लिये प्रस्तावित 400 केवी विद्युत उपकेन्द्र, सैक्टर 148, नौएडा से विद्युत आपूर्ति संहिता – 2005 के क्लॉज़ न0 3.2(iii) में दिये गये प्राविधान के अनुसार 220 केवी विभव का नैटवर्क एवं तदानुसार तकनीकी रूप से सक्षम आन्तरिक नैटवर्क भी स्थापित करना होगा, जिसका समस्त व्यय कार्यदायी संस्था(मै0 जेपी इन्फ्राटेक लि0, सैक्टर–128, नौएडा) द्वारा वहन किया जाना होगा।

10. कार्यदायी संस्था को योजना की अवस्थापना सुविधाओं /सेवाओं को प्राधिकरण की अवस्थापना सुविधाओं/सेवाओं के साथ जोड़ने हेतु विकास व्यय एवं अन्य व्यवस्थाओं के सम्बन्ध में प्राधिकरण की नीति एवं निर्देश के अनुरूप कार्यवाही करनी होगी।

11. यदि शासन द्वारा नौएडा महायोजना - 2031 में इस क्षेत्र से सम्बन्धित भू-उपयोग प्रस्तावों के सम्बन्ध में कोई सुझाव दिया जाता है तो कार्यदायी संस्था शासन के सुझाव निर्गत निर्देशों के अनुरूप कार्यवाही सुनिश्चित करने के लिए वाध्य होगी ।

12. कार्यदायी संस्था को पर्यावरण, अग्निशमन व अन्य विभागों द्वारा समय समय पर निर्गत निर्देशों का अनुपालन सुनिश्चित करना होगा ।

13. कार्यदायी संस्था द्वारा भविष्य में सन्दर्भित योजना में यदि भू–उपयोग में कोई परिवर्तन किया जाता है तो कार्यदायी संस्था को निर्धारित प्रक्रिया का अनुपालन सुनिश्चित करना होगा ।

14. कंसेसन एग्रीमेंट के प्रस्तर सं0–4.3 (बी) के अनुसार सन्दर्भित योजना में कुल अधिकतम एफ0ए0आर0 1.50 अनुमन्य है । योजना में नियोजित विभिन्न श्रेणियों के भूखण्डों/पॉकेट्स में एफ0ए0आर0 का वितरण इस प्रकार किया जाएगा कि सभी भूखण्डों/पॉकेट्स पर प्रस्तावित एफ0ए0आर0 का कुल योग 1.50 एफ0ए0आर0 की सीमा के अन्दर हों ।

15. प्राधिकरण के सम्बन्धित वर्क सर्किल द्वारा सर्विस /डायमेंशन प्लान के सम्बन्ध में उल्लेखित सभी शर्तों का अनुपालन करना अनिवार्य है । जो कि निम्नवत है :–

- कार्यदायी संस्था को नियोजन विभाग द्वारा निर्धारित एफ0ए0आर0 एवं जनसंख्या घनत्व में परिवर्तन होने पर भू-विन्यास मानचित्र पुनरीक्षित कराकर अनुमोदन प्राप्त करना होगा ।
- कार्यदायी संस्था द्वारा सीवर एवं ड्रेनेज आदि कन्सेशन प्राधिकरण क के ट्रंक सीवर / ड्रेन में जोडने से पूर्व सम्बन्धित वर्क सर्किल के परियोजना अभियन्ता को सूचित किया जायेगा एवं कनेक्षन के उपरान्त जंक्शन का मैन होल (Manhole) कार्यदायी संस्था द्वारा स्वयं के व्यय पर निर्मित किया जायेगा ।' यदि प्राधिकरण की सडक आदि उक्त कार्य में क्षतिग्रस्त होती है तो उसको भी कार्यदायी संस्था द्वारा पुनः निर्माण / मरम्मत करानी होगी ।
- कार्यदायी संस्था द्वारा सीवर ड्रेन के इन्वर्ट प्राधिकरण के ट्रंक सर्विसेस के इन्वर्ट से मिलाना (मैच) करने होगें । यदि टेम्परेरी या परमानेन्ट पम्पिंग की आवश्यकता पडती है तो उसे कार्यदायी संस्था द्वारा अपने व्यय पर किया जायेगा ।
- कार्यदायी संस्था को भूखण्ड के अन्दर भारत सरकार / राज्य सरकार द्वारा समय समय पर जारी शासनादेश एवं रेनवाटर हार्वेस्टिंग व कंजरवेशन मैनूअल जी0ओ0ई0 के रेनवाटर होरर्वेस्टिंग सिस्टम स्थापित करने होंगे ।

For Expressway Hospitality Pvt. Ltd.

Director / Auth. Signatory

6	TOTAL LAND UNDER MASTER PLAN LEVEL SHOPPING/COMMERCIAL CENTRE IN SECTOR 129	17.5255	43.29		
TOTAL LAND AREA		430.3141	1062.84		

1. आवासीय भू-उपयोग - 611.55 एकड़ (247.606 हे0) (59.98%)

(A) आवासीय भू–उपयोग के अन्तर्गत भूमि का विभाजन :-

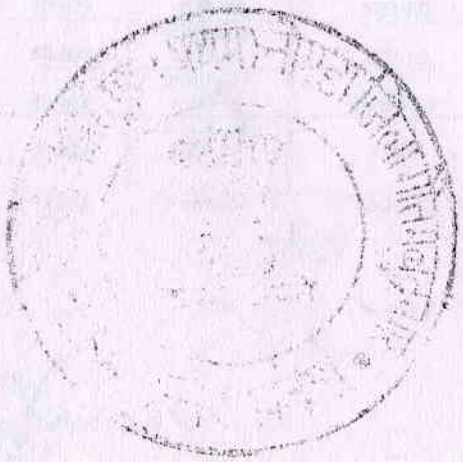
SUMMARY OF MASTER PLAN RESIDENTIAL LANDUSE ACROSS SECTORS 128,129,131,133,134				
	TOTAL LAND AREA =	1019.55	ACRES	
	POPULATION =	2,06,394	PERSONS (For calculation facilities Area)	
PROVIDED AREA				
			IN HECTARES	IN ACRES
1	Total Land Under Residential Land Use		246.6991	609.31
1 a)	Land Under Plotted Development		31.8367	78.67
1 b)	Land Under Group Housing (1 - 1a)		214.8624	530.64
	TOTAL AREA PROVIDED FOR RESIDENTIAL LANDUSE=		246.6991	609.31
	PERCENTAGE OF LAND AREA UNDER RESIDENTIAL LAND USE =		59.76%	

(B) आवासीय भू–उपयोग के अन्तर्गत प्रस्तावित प्लॉटेड विकास का विवरण (31.8367 हे0)

DETAILS OF PLOTTED DEVELOPMENT IN SECTORS 128, 131 & 133						
S. No.	CLUSTER NO.	DESCRIPTION OF PLOT NUMBERS	PLOT SIZE IN SQ M	PLOT AREA IN SQ M	NUMBER OF PLOTS	LAND AREA UNDER PLOTS
1.1	PD-1	B1-B41	10.00m x 25.00m	250.00	40	10000.00
1.2	PD-2	A1-A14	10.00m x 20.00m	200.00	13	2600.00
1.3	PD-3	C1-C29	14.00m x 25.00m	350.00	28	9800.00
1.4	PD-4	D15-D31	15.00m x 30.00m	450.00	17	7650.00
1.5	PD-5	A15-A46	10.00m x 20.00m	200.00	32	6400.00
1.6	PD-6	D1-D14	15.00m x 30.00m	450.00	13	5850.00
1.7	PD-7	E1-E22	12.00m x 25.00m	300.00	21	6300.00
		D32-D46	15.00m x 30.00m	450.00	15	6750.00
1.8	PD-8	D 45A	15.00m x 30.00m	450.00	1	450.00
1.9	PD-9					
		D47-D58	15.00m x	450.00	12	5400.00

ERF Expressway Hospitality Pvt. Ltd.

Director / Auth Signatory



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

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

For Jaypee Infratech Limited

Authorized Signatory

Authorized Signatory

SIGNED AND DELIVERED BY
the within named Sub-Lessee
Expressway Hospitality Pvt Ltd

For Expressway Hospitality Pvt. Ltd.

Director / Auth. Signatory

Authorized Signatory

WITNESSES:

1. HIMANSHU DILAWARI
S/O Shri K.L DILAWARI
R/O E-19, SECT-7, NOIDA (U.P.)

2. M. R. Badoni
S/o Shri G.R Badoni
Sector-128 Noida

Enclosures:

Annexure –I : Details of Lease Deeds.

Annexure –II : Details of the Demised Plot

Annexure-III : Location Plan

Annexure -IV : Development Plan

आज दिनांक **27/06/2017** को

वही सं. **1** जिल्द सं. **7332**

पृष्ठ सं. **107** से **212** पर कमांक **4229**

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

लव कुमार शर्मा प्रभारी
उप निबन्धक (प्रथम)
नोएडा
27/6/2017