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(भाग १)

क्रम संख्या

(प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला)

लेख या प्रार्थना-पत्र प्रस्तुत करने का दिनांक

प्रस्तुत कर्ता या प्रार्थी का नाम 22 MAY 2013

लेख का प्रकार के दीप हाथी दिवा

प्रतिफल की धनराशि

१. रजिस्ट्रार शुल्क 375000000

२. प्रतिलिपिकरण शुल्क 10000

३. निरीक्षक या तलाश के लिए शुल्क 39

४. मुख्तारनाम के अधिप्राप्तीकरण के लिए शुल्क

५. कमीशन शुल्क

६. विधि

७. धार्मिक भत्ता

१ से ६ तक का योग

शुल्क वसूल करने की दिनांक 22 MAY 2013

दिनांक जब लेख प्रतिलिपि या तलाश प्रमाण

पत्र वापस करने के लिए तैयार होगा

रजिस्ट्रार अधिकारी के हस्ताक्षर

U

रजिस्ट्रार

(22-05-13)

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उत्तर प्रदेश UTTAR PRADESH

22AA 186026

(1).

Stamp Duty Paid in Cash Certificate in favour of *M/S GAURSONS REALTECH PVT. LTD.*
No D-25 Vivek Vihar Delhi

In Pursuance of the order of the Collector
No. *14/05/13* Dated *14/05/13* Passed under
section 10-A of the Stamp Act. It is certified that
an amount of Rs. *11,70,00,000/-* has been Paid in Cash as stamp Duty in Respect
(in words Rs. *Eleven crore Seventy Lacs only*)

of this instrument in the State Bank of India
Treasury/Sub Treasury of *No 18-A*
by Challan No. *5090029* Dated *15-05-13*
a Copy of Which is annexed herewith.

16-5-2013

Date

Officer-In-Charge
Treasury

Gautam Budh Nagar

16/05/13



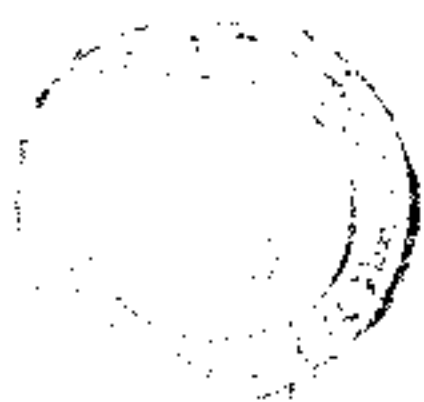
For GAURSONS REALTECH PVT. LTD.
For GAURSONS REALTECH PVT. LTD.

Authorized Signatory
Authorized Signatory

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Gaursons Kaltech Pvt.
New Delhi.





उत्तर प्रदेश UTTAR PRADESH

17/05/13

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-2-

SUB - LEASE DEED



THIS SUB - LEASE DEED is made on this 17th day of May 2013 at Noida.

For GAURSONS REALTECH PVT. LTD.

BY AND BETWEEN

Authorized Signatory

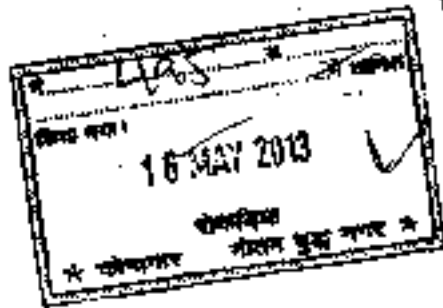
M/S. JAYPEE INFRA TECH LIMITED, a company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at Sector - 128, Noida - 201304, U.P (hereinafter referred to as the "Sub-Lessor" or "JIL"), which expression or term shall, unless excluded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

For GAURSONS REALTECH PVT. LTD.

Authorized Signatory

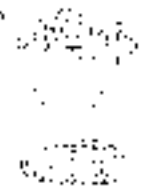


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Mis Gaursons Realtech [P] Ltd

Delhi



उप पट्टा विलेख (90 वर्ष)
375,000.00 10,000.00 30 10,050.00 2,500

प्रतिफल वार्षिक आयत वार्षिक किंमत फीस रजिस्ट्री नकल व प्रति फुल योन अन्न नगण

मै0गौडस रियलटेक प्रा0लि0द्वारा संदीप शिराडिया

पुत्र श्री जे0एस0शिरोडिया

व्यवसाय नोकरी

निवासी स्वर्ण डी-25 विवेक विहार दिल्ली-95

आधाडी पत्नी डी-25 विवेक विहार दिल्ली-95

ने यह सेवकपत्र इस कार्यनाम ने दिनांक 22/5/2013 माग 12:13PM

को सेवकन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

22/5/2013

निष्ठावन सेवकपत्र यह पुर्न व पुनः कानून व प्राप्ति धनराशि व प्रत्येकानुसार उक्त

पट्टा दावा

पट्टा गृहीता

श्री प्रमोद कुमार अग्रवाल

प्रतिनिधि मै0 जेपी इन्फान्टेक लि0द्वारा समीर गोड

पुत्र श्री स्व0आर0पी0अग्रवाल

पुत्र श्री पेशा नोकरी

मै0गौडस रियलटेक प्रा0लि0द्वारा संदीप शिराडिया

पुत्र श्री जे0एस0शिरोडिया

पेशा नोकरी

निवासी डी-25 विवेक विहार दिल्ली-95

ने निम्नानुसार स्वीकार किया।

निवासी फाकन श्री अशोक सेठ

पुत्र श्री ओ0पी0खंडा

पेशा नोकरी

निवासी सै0-128 नीएडा जी0पी0नगर

पुत्री - एम0आर0पि0डीनी

पुत्र श्री जी0आर0पि0डीनी

पेशा

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प्रत्यक्षतः अब यंत्रियों को निम्नानुसार लिखे गये हैं।

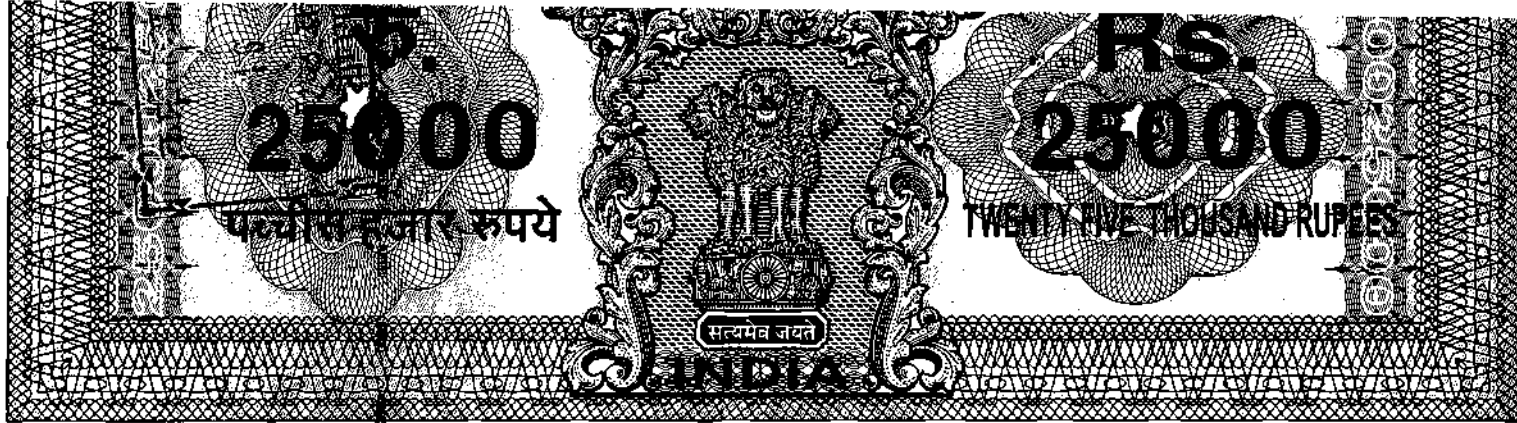
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

22/5/2013



उत्तर प्रदेश UTTAR PRADESH

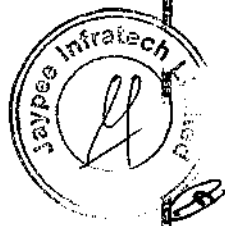
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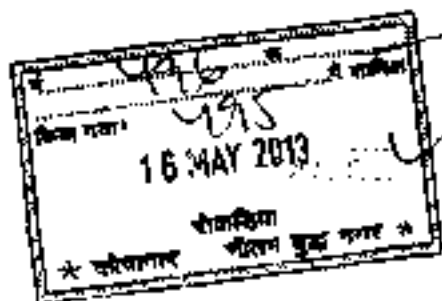
AND

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



For GAURSONS REALTECH PVT. LTD.
Authorized Signatory

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पददा वाता

Registration No.: 11798

Year: 2013

Book No.: 1

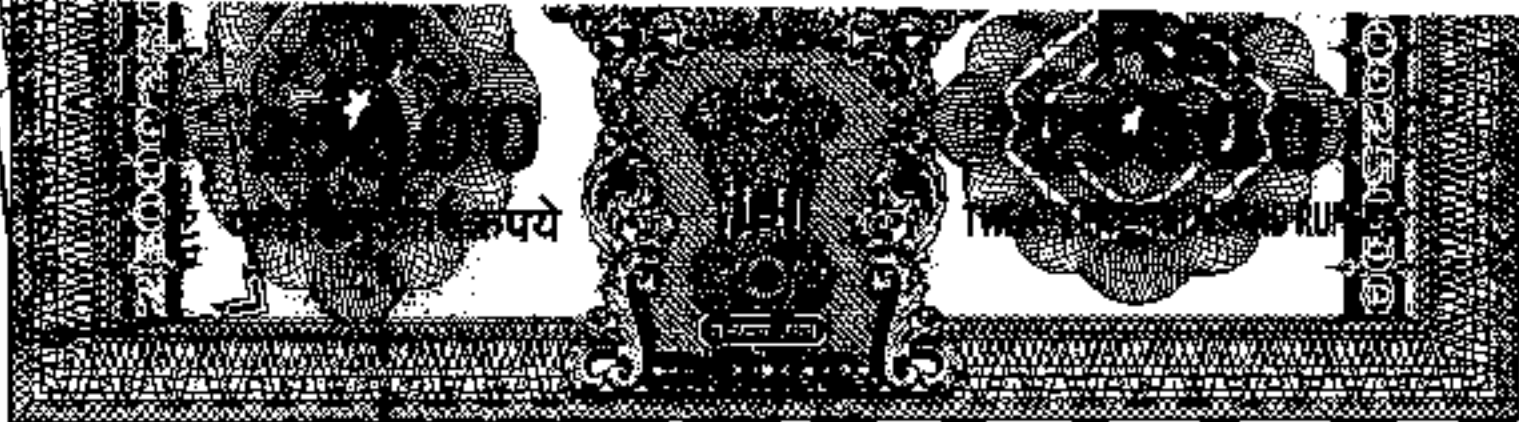
0101 प्रमोद कुमार अग्रवाल प्रतिनिधि सं० जेपी इन्कवटेक लि०द्वारा स

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सोवसिमा





उत्तर प्रदेश UTTAR PRADESH

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

WHEREAS

The Government of U.P. constituted the Taj Expressway Industrial Development Authority, vide GoUP Notification No. 697 / 77 - 04 - 2001 - 3 (N)/2001 dated 24th April, 2001 under the U.P. Industrial Area Development Act 1976. (name changed to Yamuna Expressway Industrial Development Authority (hereinafter referred to as the "**Lessor**" or "**YIA**") vide GoUP Notification No. 1165 / 77 - 04 - 08 - 65N / 08 Lucknow dated 11th July, 2008), presently having its principal office at 1st Floor, Commercial Complex, Block-P-2, Sector-Omega-1, Greater Noida, District Gautam Budh Nagar-201308, U.P. for anchoring development of Taj Expressway (renamed as the Yamuna Expressway vide GoUP Notification No. 1165/77-04-08-65N/08 Lucknow dated 11th July 2008) Project which, inter alia, includes construction of six-lane, 160 Km long Yamuna Expressway with service roads and associated facilities connecting Noida and Agra (hereinafter referred to as the "**Expressway**").

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For GAURSONS REALTECH PVT. LTD.

Authorised Signatory





पद्य गृहीता

Registration No. : 11798

Year : 2013

Book No. 1

0201 श्रीभीमसंस्थानटेक पाठशाला संदीप विद्यादिया
जोरखंडीसोदिया
जि-25 विवेक विहार दिल्ली-95
नौफरी





उत्तर प्रदेश UTTAR PRADESH

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



For GAURSONS REALTECH PVT. LTD.

Authorized Signatory

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



For GAURSONS REALTECH PVT. LTD.

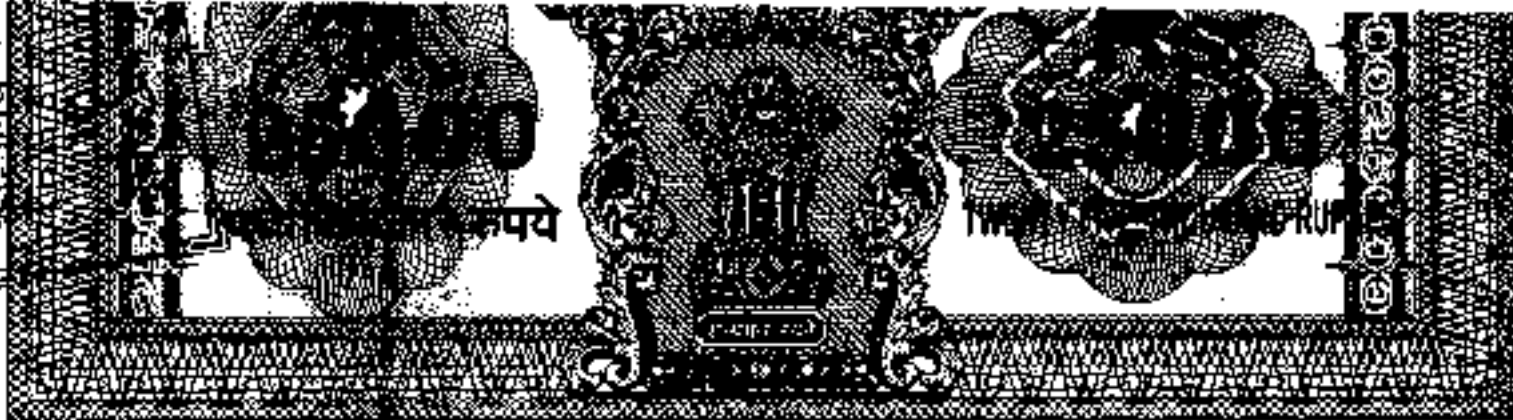
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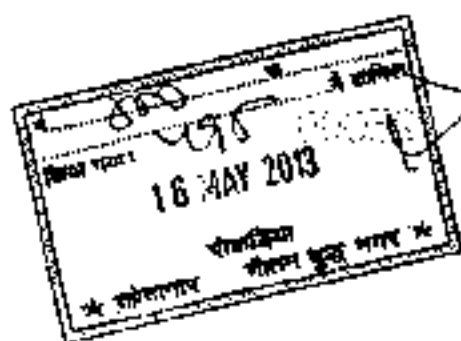
AND in terms of the provisions of the **Concession Agreement** to fulfill its obligations, YEA agreed to transfer on lease to JLL 25 (twenty five) million square meters of land for commercial, amusement, industrial, institutional and residential development at five or more locations along the **Expressway**, including 5 (five) million square meters of land at Noida/Greater Noida.

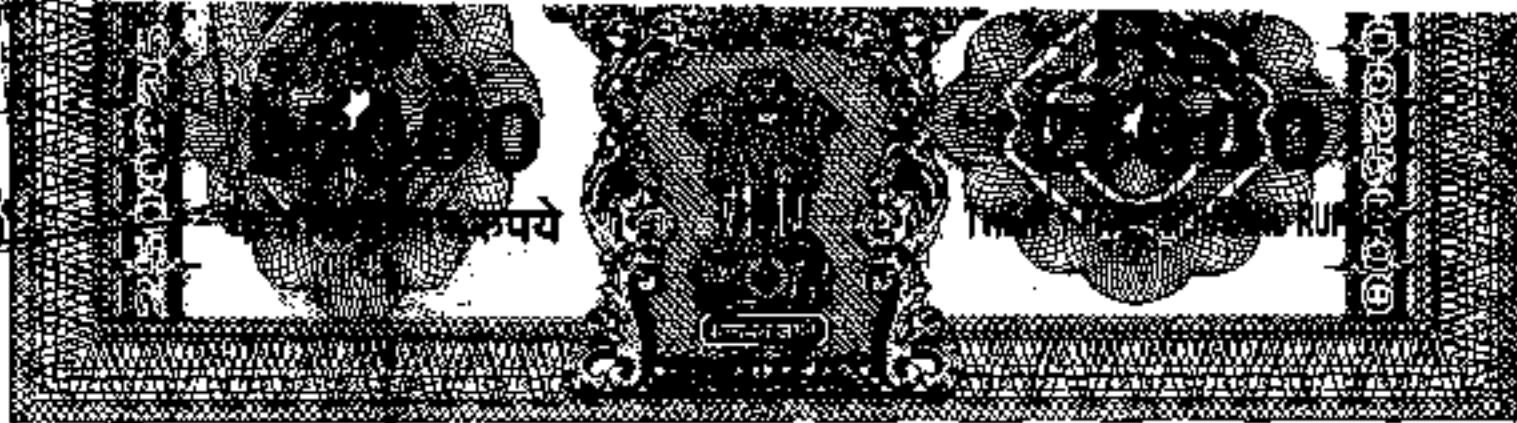
For GAURSONS REALTECH PRIVATE LTD.

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-8-

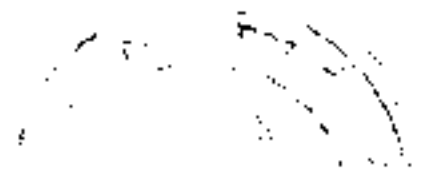
AND Lessor, in part discharge of its obligations under the Concession Agreement for transfer of land for development, has earmarked 548.7635 Hectares of land at Mirzapur land parcel (hereinafter referred to as the "Subject Land") and has already transferred land admeasuring 527.3014 Hectares to JIL on lease for a period of ninety years through various lease deeds, the details of which are provided in Annexure - I attached hereto (hereinafter referred to as the "Lease Deeds") and necessary action is being taken by YEA to transfer balance 21.4621 Hectares of land to JIL.

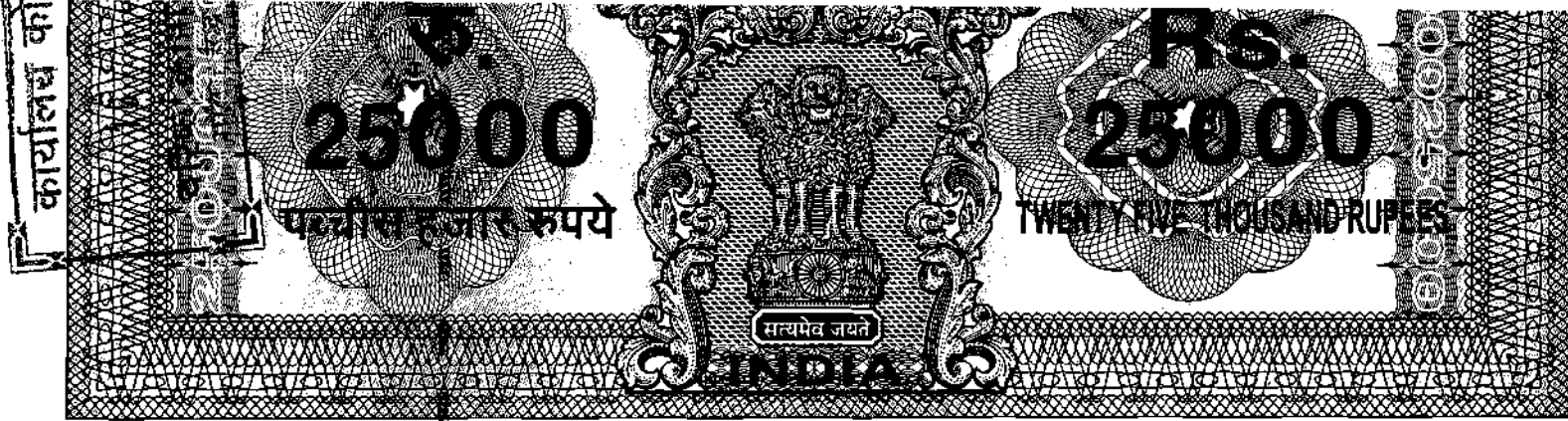


For GAURSONS REALTECH PVT. LTD.

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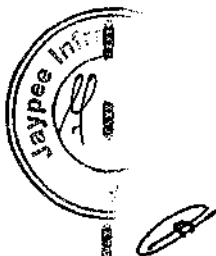
उत्तर प्रदेश UTTAR PRADESH

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AND YEA granted unfettered rights in favour of JIL to sub-lease the whole or any part of the **Subject Land**, whether developed or undeveloped, and whether by way of plots or constructed properties or give on leave and license or otherwise dispose of its interest in the **Subject Land** or part thereof to any person in any manner whatsoever, without requiring any consent or approval of YEA or of any other relevant authority.



For GAURSONS REALTECH PVT. LTD.

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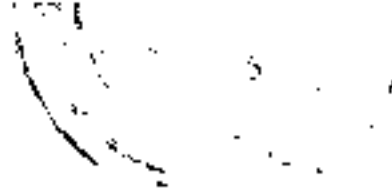
AND JIL submitted Master Plan for Land Use, and Layout plan and other relevant plans for the development of the Subject Land admeasuring 548.7635 Hectares earmarked by YEA in respect to Mirzapur land parcel. YEA had earlier accorded "in principle" approval of the said plans and thereafter on obtaining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

For GAURSONS REAL ESTATE CO. LTD.

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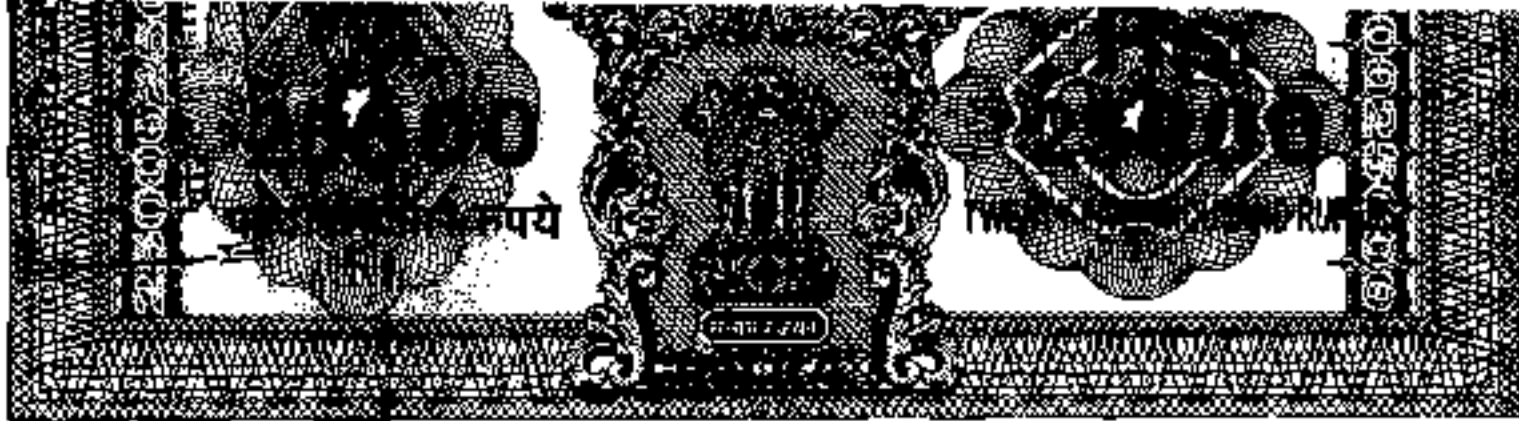


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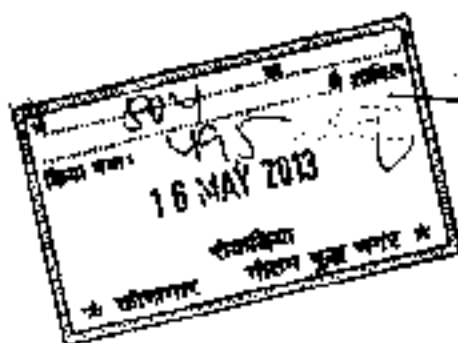
AND on the premises and on the request of the Sub-Lessee, the Sub-Lessor has agreed to sub lease a plot of land in the Subject Land admeasuring 2,02,347.00 square metre (approximately 50.00 acres) (hereinafter referred to as the "Demised Plot") for the least remaining period of Lease Deeds i.e. upto 15.09.2099, to Sub-Lessee for a consideration of Premium of Rs. 237,50,00,000.00 (Rupees Two Thirty Seven Crores and fifty Lacs only) on the mutually agreed terms and conditions contained in this "Sub-Lease Deed".



For GAURSONS REALTECH PVT. LTD

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उत्तर प्रदेश UTTAR PRADESH

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

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

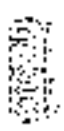
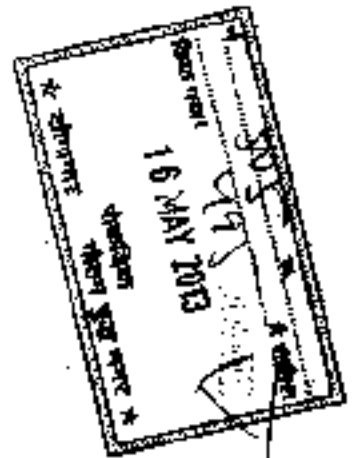
1. The Sub-Lessor, being the lawful lease holder of the Demised Plot, is competent to sub-lease the same to the Sub-Lessee in consideration of the payment of Premium of Rs. 237,50,00,000.00 (Rupees Two Hundred Thirty Seven Crores and fifty Lacs only) which has already been paid by the Sub-Lessee to the Sub-Lessor, the receipt of which the Sub-Lessor admits and acknowledges, and hereby transfers, conveys and assigns all its rights, title and interest in the Demised Plot in favour of the Sub-Lessee.

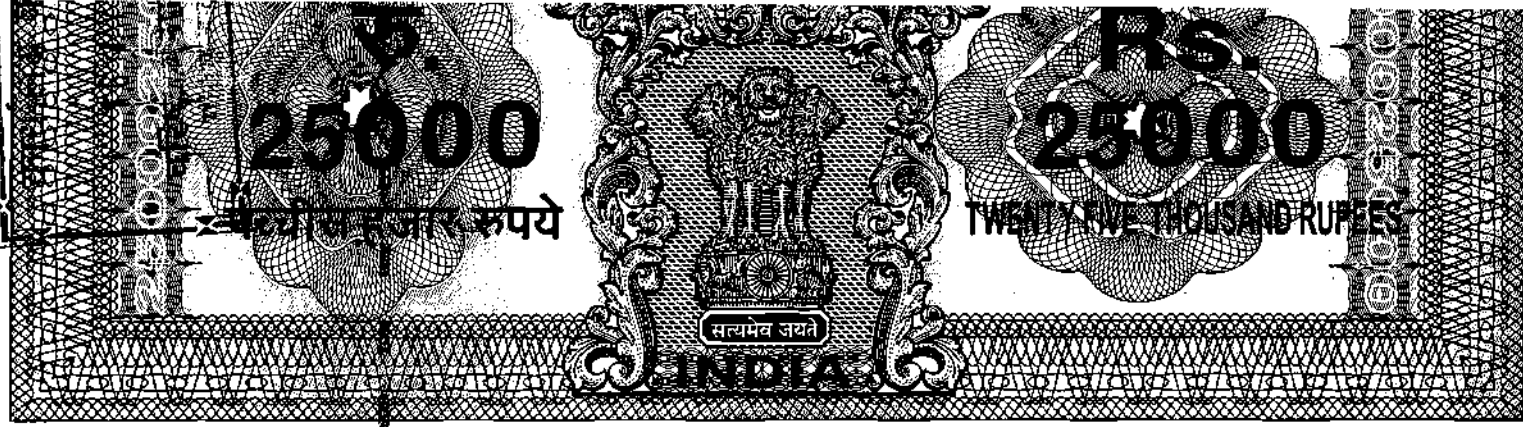


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For GAURSONS REALTECH PVT. LTD.

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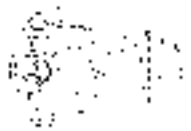
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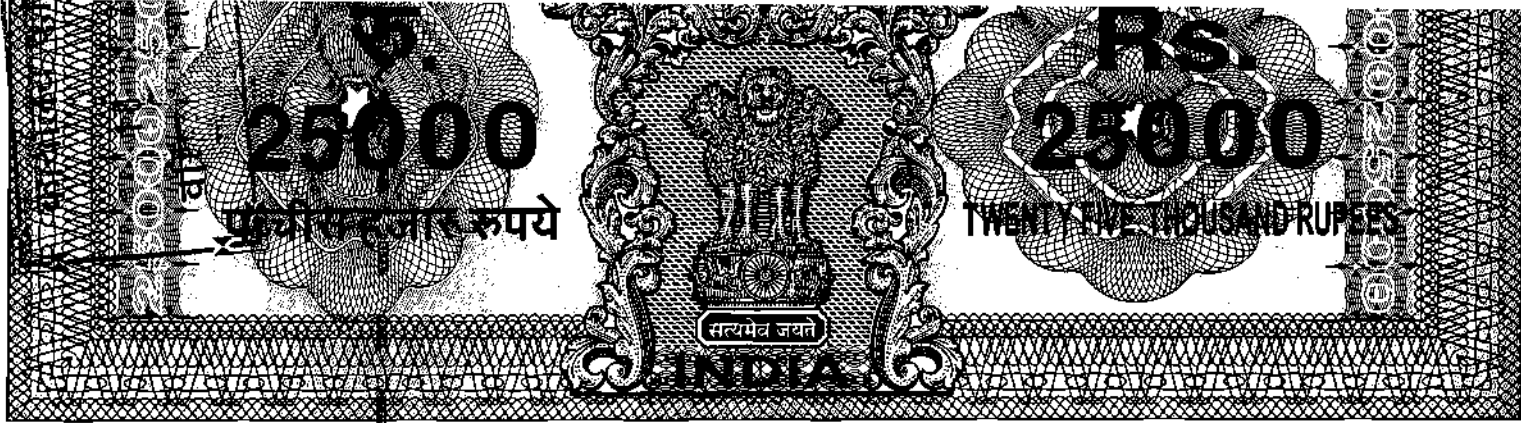
2. The **Sub-Lessor** has delivered the actual physical vacant possession of the **Demised Plot** to the **Sub-Lessee** and the **Sub-Lessee** has taken possession of the **Demised Plot**, subject to the covenants and conditions on the part of the **Parties** stated hereinafter together with privileges, rights, easements and appurtenances for the period upto 15.09.2099.
3. Upon execution of this **Sub Lease Deed**, the **Sub-Lessor** shall furnish a copy of the **Sub Lease Deed** to YEA.



For GAURSONS REAL ESTATE PVT. LTD.
Authorized Signatory

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उत्तर प्रदेश UTTAR PRADESH

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4. **Sub-Lessee** shall pay to the **Lessor**, lease rent of the **Demised Plot** for the entire period of sub lease @ Rs.100.00 (Rupees one hundred only) per hectare per year or at such other rate as may be fixed by the **Lessor** or any other competent Authority. The lease rent shall be paid by the **Sub-Lessee** every year in advance without the **Lessor** or the **Sub-Lessor** being required to issue any demand notice therefor, to the **Sub-Lessee**.



For GAURSONS REALTECH PVT. LTD.

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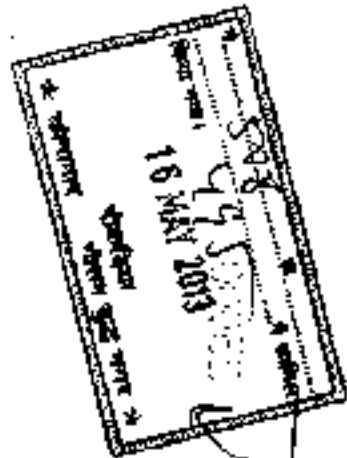
5. The **Sub-Lessee** has inspected and satisfied itself regarding the site, the layout plans, ownership records, the **Lease Deeds** and other documents relating to the title and all other details of the **Demised Plot** that the **Sub-Lessee** considers relevant for the transaction contemplated herein.



For GAURSONS REAL ESTATE

Authorized Signatory

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उत्तर प्रदेश UTTAR PRADESH

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6. The **Sub-Lessee** has satisfied itself about the right, title and capacity of the **Sub-Lessor** to deal with the **Demised Plot** and the **Subject Land** and has understood all the limitations and obligations thereof.
7. The **Demised Plot** is being leased to the **Sub-Lessee** on the terms and conditions stated herein subject to the provisions of the **Lease Deeds**.



For GAURSONS REALTECH PVT. LTD.

Authorized Signatory

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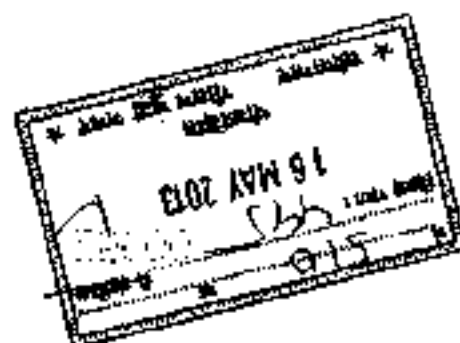
8. The ~~Sub-Lessee~~ shall have right to sub-lease the whole or any part of the ~~Demised Plot~~ whether developed or undeveloped; by way of plots, or constructed properties; on leave and license; or otherwise dispose off its interest in the ~~Demised Plot~~ or part thereof, to any person as per rules, regulations and directions of YEA.



For GAURSONS REALTECH PVT. LTD.

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उत्तर प्रदेश UTTAR PRADESH

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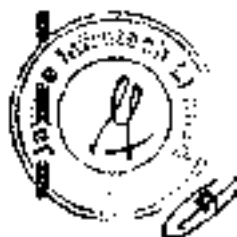
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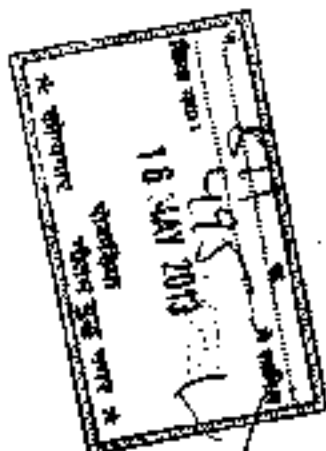
9. The ~~Sub-Lessee~~ shall be entitled to transfer the ~~Demised Plot~~ or the buildings constructed on the ~~Demised Plot~~ in full or in parts on further sub-lease(s) within the terms of this ~~Sub-Lease Deed~~. The ~~Sub-Lessee~~ or its subsequent sub lessees for all such transfers shall follow the procedure, as may be specified by YEA and/or the ~~Sub-Lessor~~ before executing any subsequent sub lease deeds and such transfers shall always be subject to the applicable laws, byelaws, regulations, duties, taxes, levies etc payable to any authority /body/agency as the case may be. The ~~Sub-Lessee~~ or the subsequent sub-lessees as the case may be shall notify to the YEA and the ~~Sub-Lessor~~ the details of such sub-leases and provide copies of such transfer/sub-lease deeds to the YEA and the ~~Sub-Lessor~~ or any other authority as may be specified by YEA and/ or the ~~Sub-Lessor~~.

For GAURSONS REALTECH PVT. LTD.

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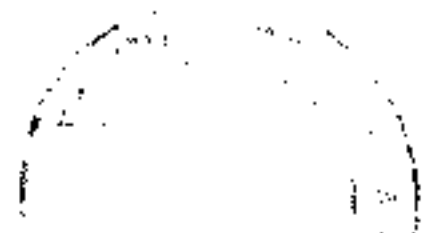
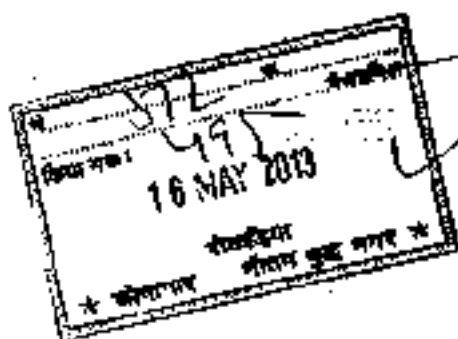
10. It shall be permissible for the **Sub-Lessee** to provide for multiple renting of the buildings constructed on the **Demised Plot**.
11. The **Sub-Lessee** shall have the right of way to the roads adjoining the **Demised Plot** and shall be entitled to enter upon such roads for the purpose of accessing the **Demised Plot** in so far as it is not detrimental to the **Sub-Lessor** or **YEA** or public interest.



For GAURSONS REALTECH PVT LTD

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12. The land use of the **Demised Plot** at Master Plan level shall be as per YEA's approval of the Land Use Plan of Mirzapur Land Parcel submitted by Sub-Lessor to YEA which provides the following:

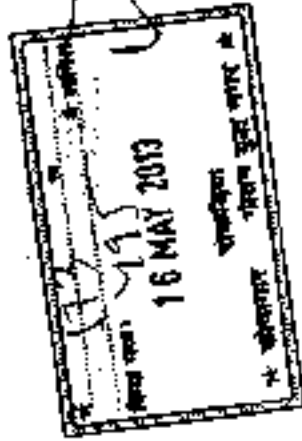
- i) Master Plan Commercial - 11.77% of Demised Plot area
- ii) Master Plan Residential - 82.97% of Demised Plot area
- iii) Master Plan Recreational - 01.40 % of Demised Plot area
- iv) Master Plan Roads - 03.86% of Demised Plot area



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13. The Sub-Lessee shall be entitled to carry out the development of Demised Plot as permitted by the YEA and applicable laws, Rules and Building Regulations, adhering to:-

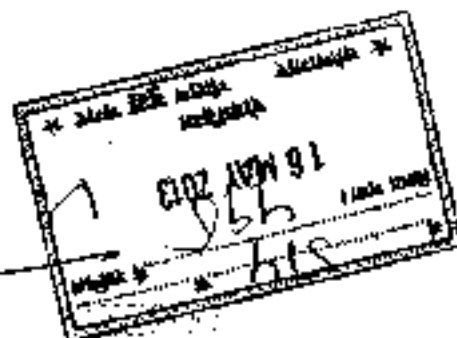
- a. Standards and Specifications laid down in the Rules & Building Regulations and other Regulations of YEA / relevant Indian Standards/National Code etc.

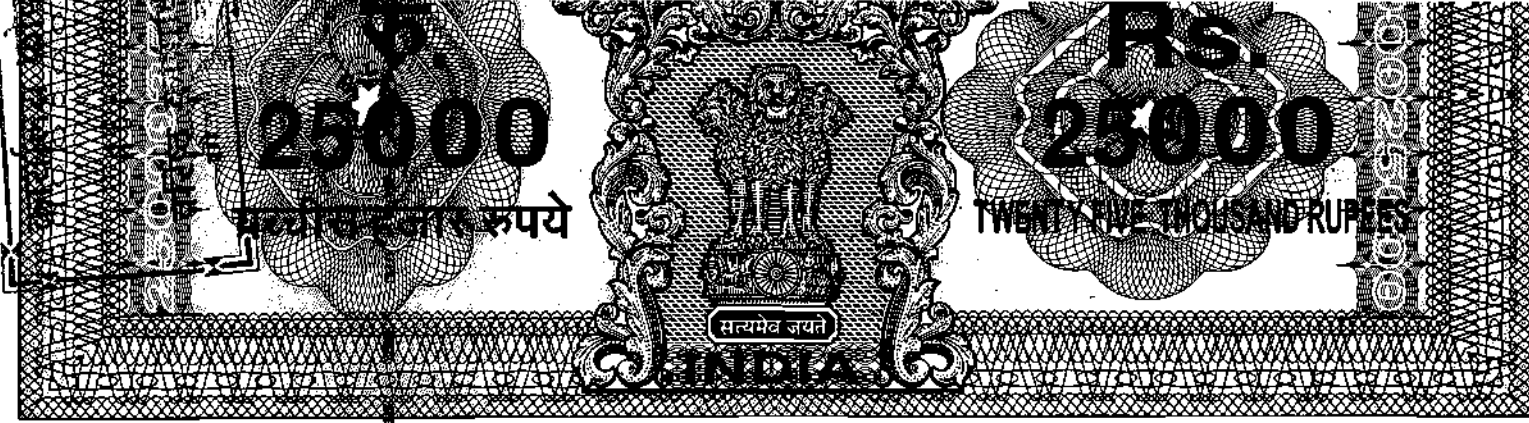


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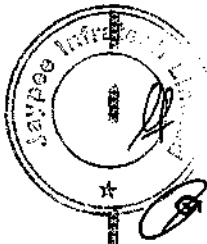


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- b. Applicable Master Plans and Rules & Regulations of YEA and other relevant authorities.
- c. Government policies and relevant Codes of BIS/IS relating to disaster management in land use planning and construction work.
- d. All other applicable and relevant laws, including but not limited to labour and environmental laws.



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14. The ground coverage, height and setbacks etc. in respect of the **Demised Plot** shall be governed by the applicable YEA Rules and Building Regulations. As regards Floor Area Ratio (FAR), the **Sub-Lessee** shall be entitled to a maximum FAR of 150 on the **Demised Plot**. However YEA has taken up with GoUP the matter related to the interpretation of the provisions of the Concession Agreement for admissibility of the FAR on the land for Development including the **Subject Land** under the terms of the **Concession Agreement**. The main issue under consideration of YEA / GoUP is whether the **Concessionaire** is entitled to the FAR as per applicable Building Regulations from time to time even if the FAR on the total land exceeds 150 and if yes, whether the FAR is excess of 150 shall be admissible free or under the provisions of the purchasable FAR. The **Sub-Lessee** shall be entitled to the FAR on the **Demised Plot** on the same principles as may be applied for the **Subject Land** without any cost or liability on the **Sub-Lessor**.

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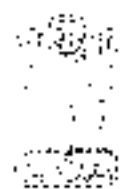
15. The Building drawings and relevant details for construction on the **Demised Plot** shall be subject to the approval of **YEA** for which the **Sub-Lessee** shall follow the procedure as may be prescribed by **YEA** from time to time. However, if necessary, the **Sub-Lessor** may, at request of the **Sub-Lessee**, endeavor to help the **Sub-Lessee** in obtaining applicable permits, sanctions, approvals, clearances, etc., from **YEA** for effective enjoyment and construction on the **Demised Plot**, without being responsible and/or liable for the same in any manner.



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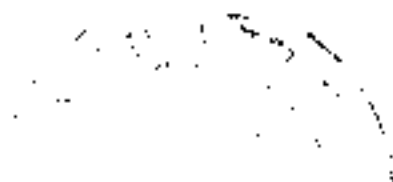
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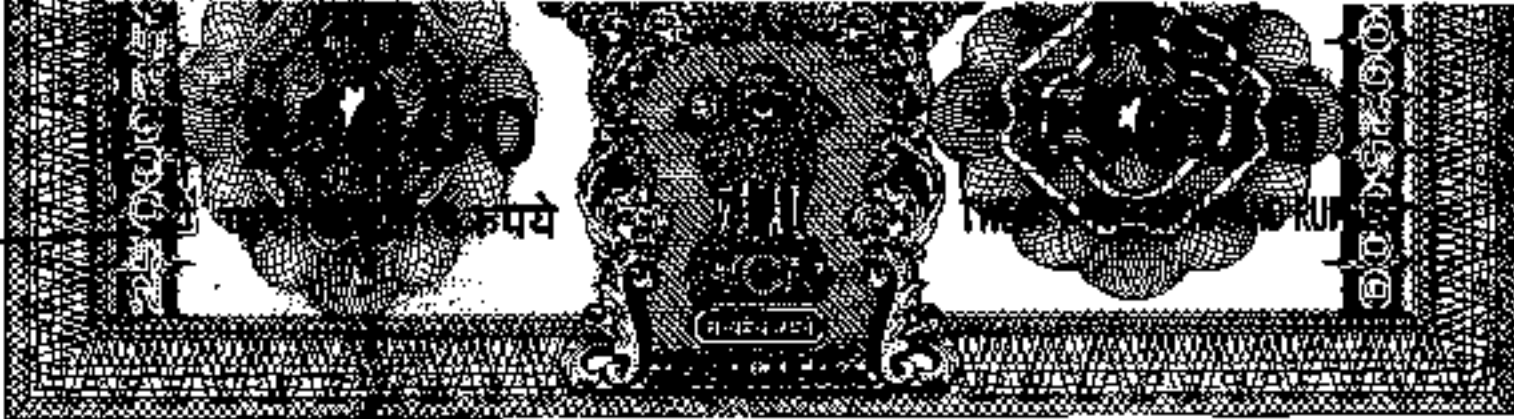


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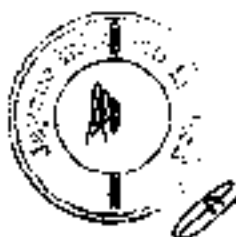


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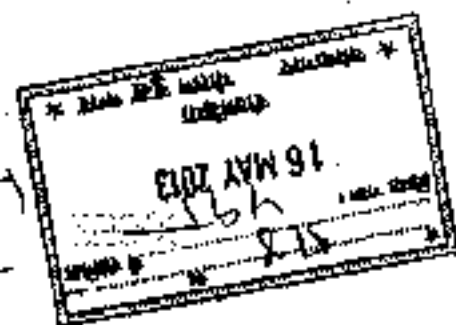
16. The **Sub-Lessee** shall accept variations, deletions, additions, alterations, modifications in the relevant plans made either by the **Sub-Lessor** as it deems fit and proper or by or pursuant to requirement of YEA which alterations may involve changes, including change in the surroundings of the **Demised Plot**, change in the number and height of the surrounding buildings, change in the nature of usage of the surrounding buildings etc. on the **Subject Land** and the **Sub-Lessee** shall be bound by such variations, deletions, additions, alterations and modifications etc. provided it does not affect any change in the location and area of the **Demised Plot**.

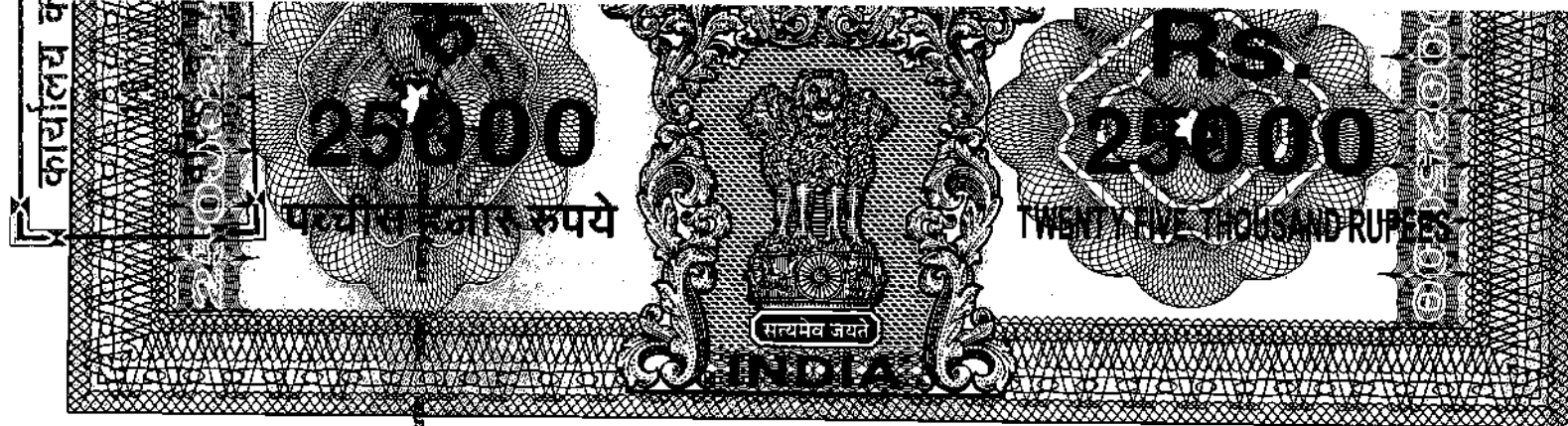


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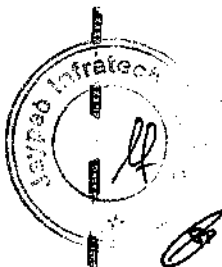
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17. The **Sub-Lessee** shall be required to obtain all necessary sanctions / permits approvals etc. from relevant authorities with regard to the **Demised Plot** and all activities thereon in its own name in accordance with the applicable laws and regulations of **YEA** and / or other relevant authorities.



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18. The Sub-Lessee shall, at its own cost, keep the **Demised Plot**, the construction raised thereon, partitions, pipes and appurtenances thereto or belonging thereto, in good state and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the constructed property on or pertaining to the **Demised Plot** are not damaged or jeopardized in any manner whatsoever.



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19.

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

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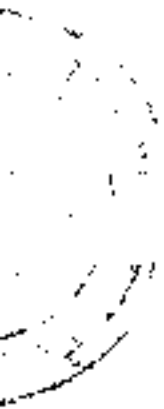
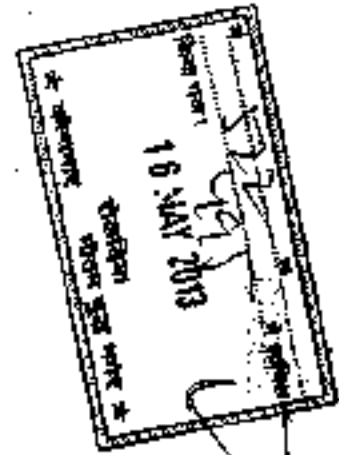
- b) The External Development Charges ("EDC") for providing any peripheral trunk services w.r.t. the **Demised Plot** are being paid by the **Sub-Lessor** to **Lessor** @ Rs.574/- per Sqm. of leased land area as per YEA's present directions, payable as initial payment of 10% within 90 days of transfer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

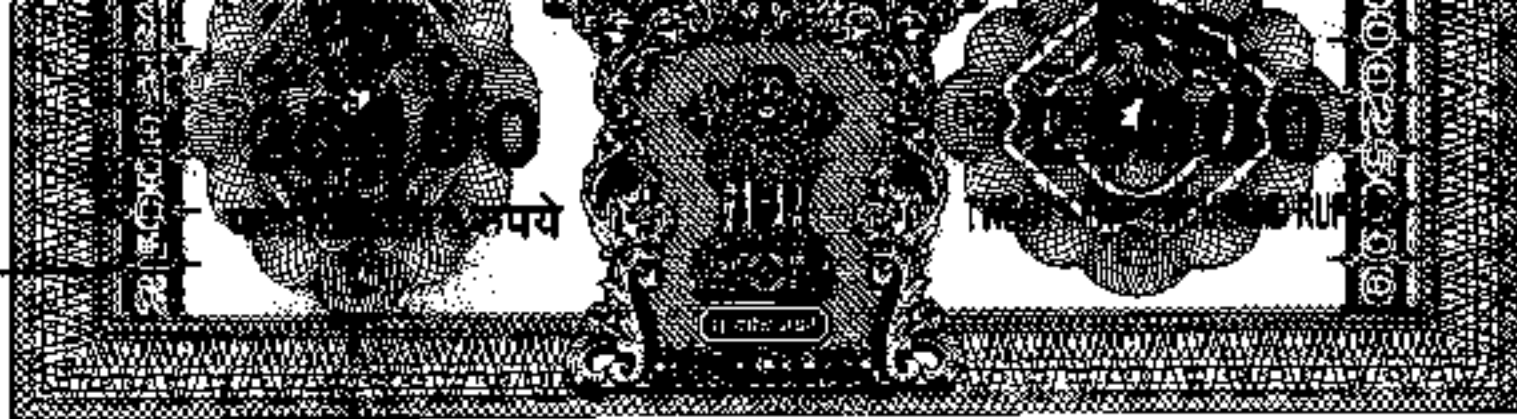


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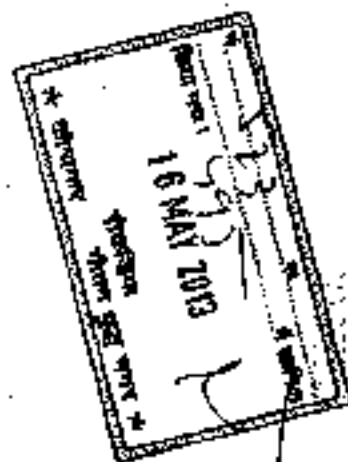
S/No	Due Date	EDC Amount Outstanding (Rs.)	EDC Payable By Sub-Lessee (Rs.)	Remarks
1	14.06.2013	73,172,728	2,336,116	Plus Interest on reducing outstanding balance at SBI PLR prevailing from time to time effective from 11.03.2013 (Outstanding balance on 11.03.2013- Rs. 7,31,72,728/-)
2	01.08.2013	70,838,612	2,890,506	
3	14.12.2013	67,946,106	2,336,116	
4	01.03.2014	65,609,990	2,890,506	
5	14.06.2014	62,719,484	2,336,116	
6	01.09.2014	60,383,368	2,890,506	
7	14.12.2014	57,492,862	2,336,116	
8	01.03.2015	55,156,746	2,890,506	
9	14.06.2015	52,266,240	2,336,116	
10	01.09.2015	49,930,124	2,890,506	
11	14.12.2015	47,039,618	2,336,116	
12	01.03.2016	44,703,502	2,890,506	
13	14.06.2016	41,812,996	2,336,116	
14	01.09.2016	39,476,880	2,890,506	
15	14.12.2016	36,586,374	2,336,116	
16	01.03.2017	34,250,258	2,890,506	
17	14.06.2017	31,359,752	2,336,116	
18	01.09.2017	29,023,636	2,890,506	
19	14.12.2017	26,133,130	2,336,116	
20	01.03.2018	23,797,014	2,890,506	

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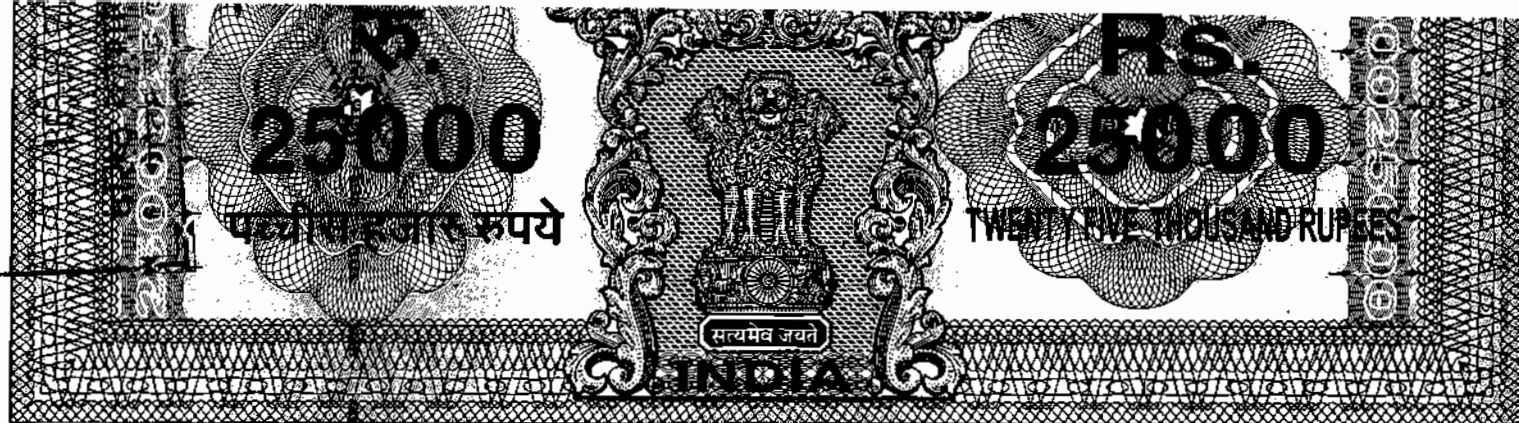


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Sl. No.	Due Date	EDC Amount Outstanding (Rs.)	EDC payable By Sub Lessee (Rs.)	Remarks
21	14.06.2018	20,906,508	2,336,116	
22	01.09.2018	18,570,392	2,890,506	
23	14.12.2018	15,679,886	2,336,116	
24	01.03.2019	13,343,770	2,890,506	
25	14.06.2019	10,453,264	2,336,116	
26	01.09.2019	8,117,148	2,890,506	
27	14.12.2019	5,226,642	2,336,116	
28	01.03.2020	2,890,526	2,890,526	



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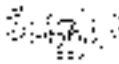
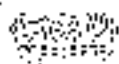
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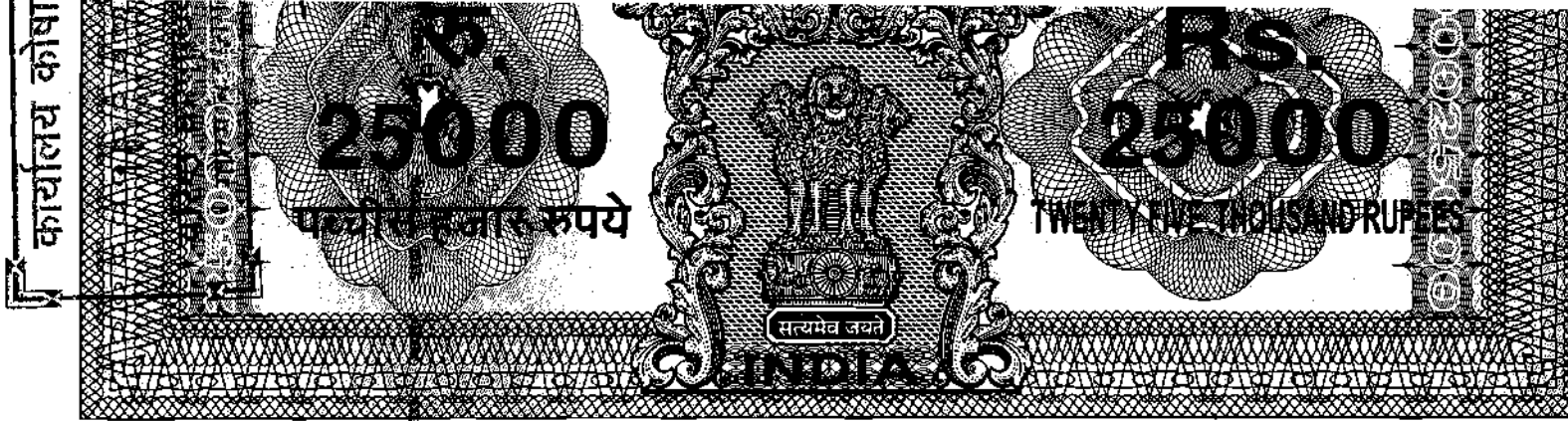
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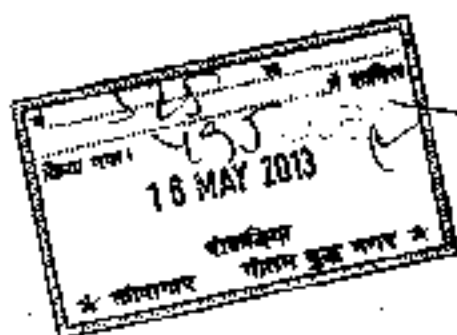
In the event there is an increase in **EDC** in future for providing any such peripheral trunk services including metro rail etc. and any additional/enhanced demand for **EDC** is levied on the **Sub-Lessor** by **YEA**, the same shall be passed on to the **Sub-Lessee**, in relation to the area of the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

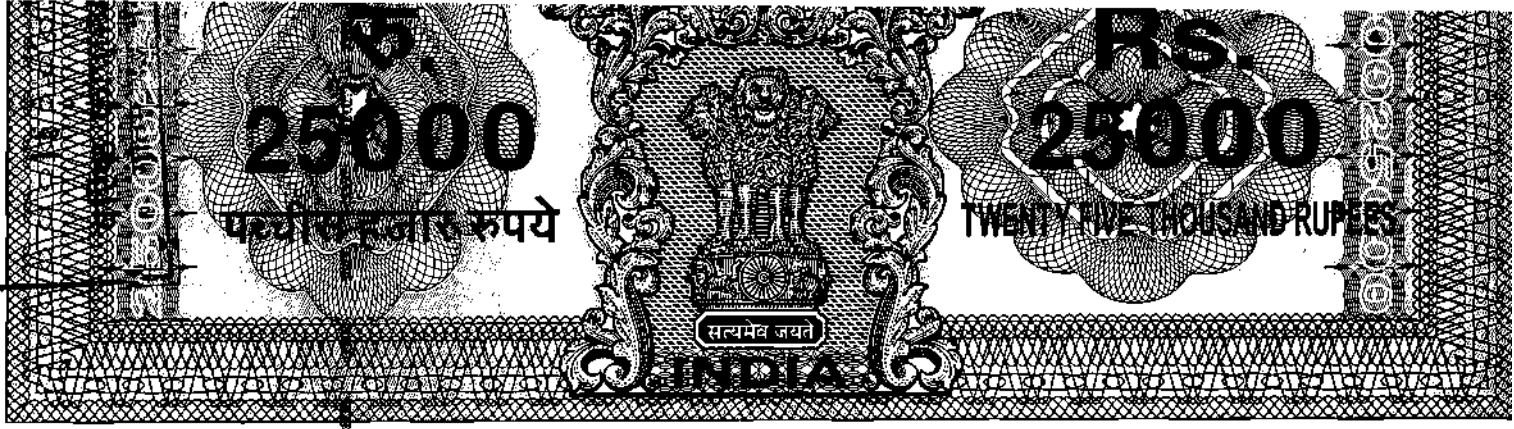
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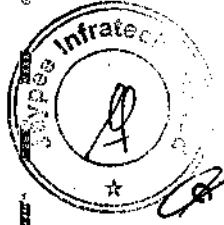
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such payment by the **Sub-Lessee** will be a default of the **Sub-Lessee** under the **Sub-Lease Deed** and **Sub-Lessor** shall have the right to take appropriate action to recover the said demand.

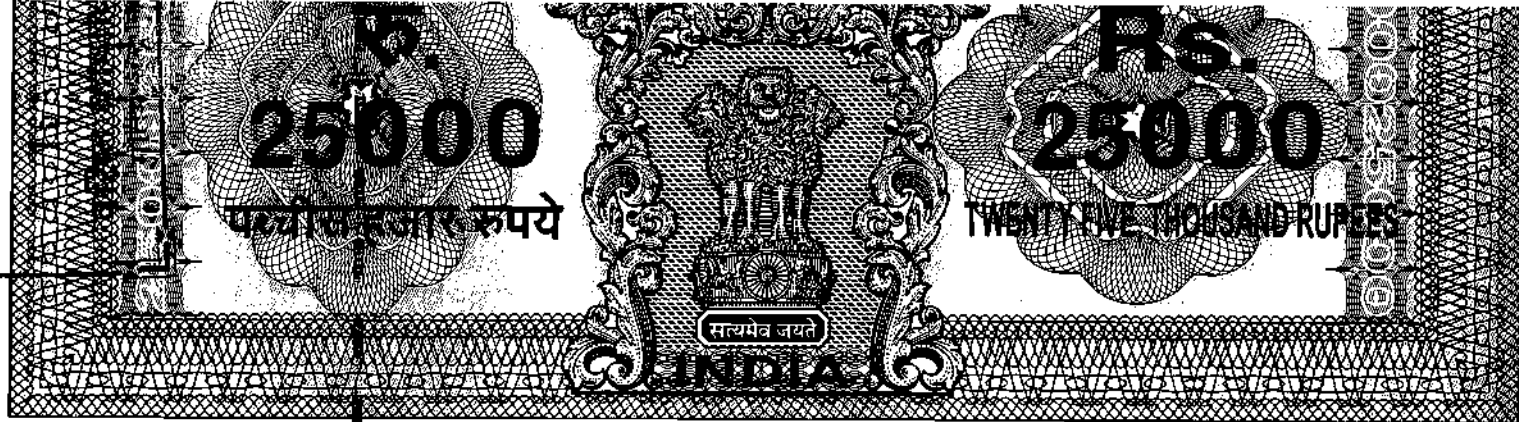


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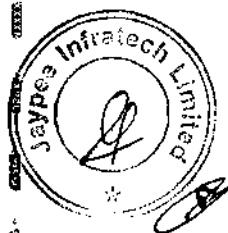
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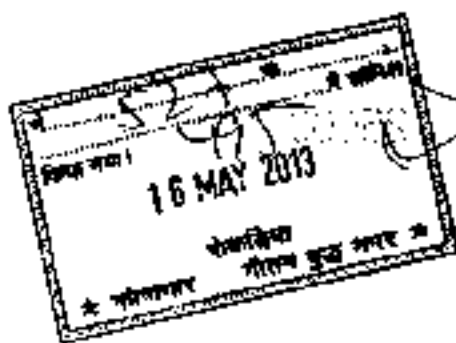
- c) Apart from the above, the **Sub-Lessee** shall pay all taxes (including municipal taxes), other charges and rates levied or to be levied in future by **YEA** or any local or other authority of Central or State Govt. in respect of the **Demised Plot** from the date of execution of this **Sub-Lease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

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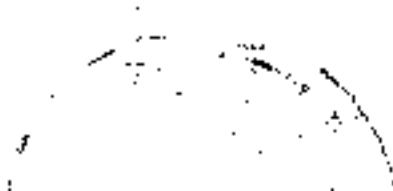


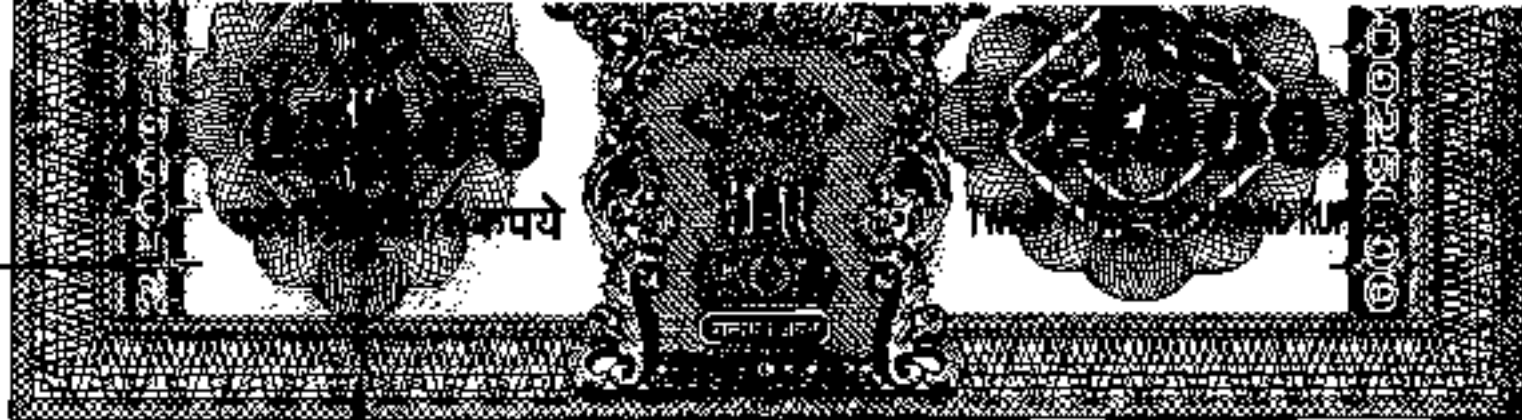
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16 MAY 2013





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basis of the area of the **Demised Plot** and total area of the **Subject Land**.

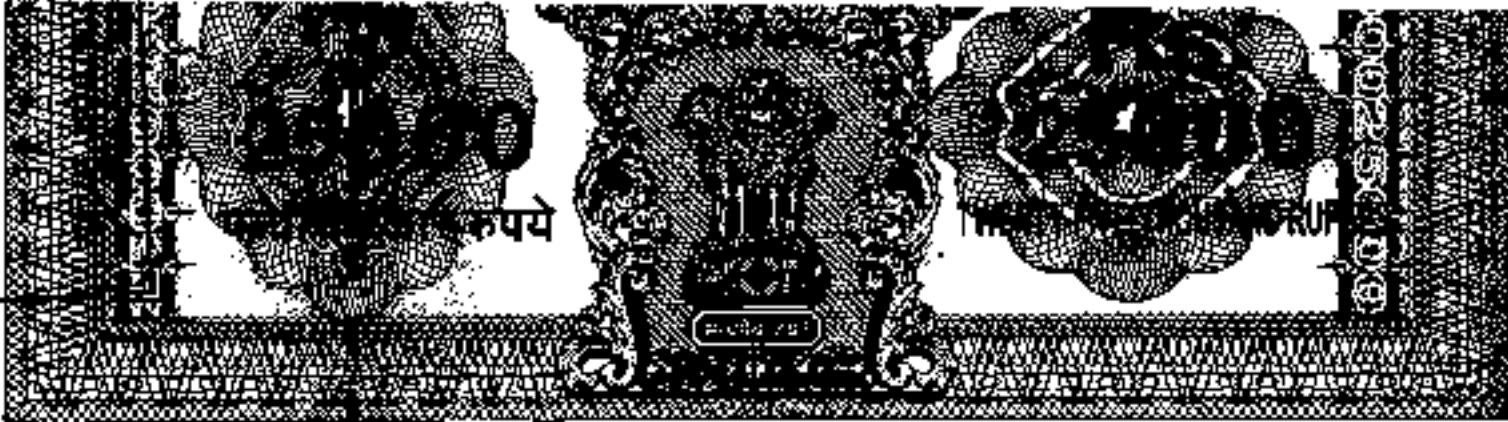
- of The **Sub-Lessee** shall pay all taxes (including municipal taxes), charges and rates levied or to be levied in future by **YEA** or any local or other authority of Central or State Govt. in respect of the buildings/apartments/facilities or any other development constructed on the **Demised Plot**.



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- e) The Sub-Lessor shall be entitled to collect the taxes, dues, demands, charges, duties etc. as may be levied by concerned Municipal/ Governmental authorities including but not limited to YEA or any other statutory body on pro rata basis from the Sub-Lessee so long as each unit within the Subject Land is not separately assessed for such purposes and the taxes, dues, demands, charges, duties etc are collectively levied for the Subject Land including any construction thereon from the date of execution of this Sub-Lease Deed of the Demised Plot.



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

Sl. No.	Name of Village	Area (Hect.)	Date of Lease Deed	Details of Registration of Lease Deeds
1	Achheja Bujurg	112.5798	16.09.2009	Book No. 1, Volume No. 5192 Page No. 103/160, Sl. No. 13476 dt. 11.11.2009 with Sub-Registrar, Sadar (G.B. Nagar)
2	Mirjapur	105.4675	16.09.2009	Book No. 1, Volume No. 5192 Page No. 387/444, Sl. No. 13481 dt. 11.11.2009 with Sub-Registrar, Sadar (G.B. Nagar)
3	Salarpur	15.1446	16.09.2009	Book No. 1, Volume No. 5192 Page No. 55/102, Sl. No. 13475 dt. 11.11.2009 with Sub-Registrar, Sadar (G.B. Nagar)
4	Dungarpur Reelka	60.8090	16.09.2009	Book No. 1, Volume No. 5192 Page No. 1/54, Sl. No. 13474 dt. 11.11.2009 with Sub-Registrar, Sadar (G.B. Nagar)
5	Rampur Bangar	38.7970	16.09.2009	Book No. 1, Volume No. 5192 Page No. 107/158, Sl. No. 13484 dt. 11.11.2009 with Sub-Registrar, Sadar (G.B. Nagar)
6	Salarpur	26.0471	16.10.2009	Book No. 1, Volume No. 5192 Page No. 161/210, Sl. No. 13477 dt. 11.11.2009 with Sub-Registrar, Sadar (G.B. Nagar)
7	Achheja Bujurg	3.1800	02.12.2009	Book No. 1, Volume No. 5276 Page No. 323/370, Sl. No. 14497 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)
8	Mirjapur	19.1066	02.12.2009	Book No. 1, Volume No. 5276 Page No. 131/178, Sl. No. 14493 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)
9	Salarpur	10.5160	02.12.2009	Book No. 1, Volume No. 5276 Page No. 227/274, Sl. No. 14495 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)
10	Dungarpur Reelka	3.4355	02.12.2009	Book No. 1, Volume No. 5276 Page No. 371/418, Sl. No. 14498 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)
11	Rampur Bangar	3.4980	02.12.2009	Book No. 1, Volume No. 5276 Page No. 275/322, Sl. No. 14496 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)
12	Salarpur	7.3676	02.12.2009	Book No. 1, Volume No. 5276 Page No. 179/226, Sl. No. 14494 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)
13	Munjkheda	36.5090	04.12.2009	Book No. 1, Volume No. 5276 Page No. 35/82, Sl. No. 14491 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)

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No.	Name of Village	(Hect.)	Lease Deed	Details of registration of lease deed
14	Salarpur	9.8965	04.12.2009	Book No. 1, Volume No. 5276 Page No. 83/130, Sl. No. 14492 dt. 05.12.2009 with Sub-Registrar, Sadar (G.B. Nagar)
15	Salarpur	11.3899	16.02.2010	Book No. 1, Volume No. 5649 Page No. 319/388, Sl. No. 3202, dt. 16.03.2010 with Sub-Registrar, Sadar (G.B. Nagar)
16	Achheja Bujurg	1.5860	12.04.2010	Book No. 1, Volume No. 6992 Page No. 211/260, Sl. No. 17113 dt. 01.07.2010 with Sub-Registrar, Sadar (G.B. Nagar)
17	Minjapur	0.1053	12.04.2010	Book No. 1, Volume No. 6992 Page No. 161/210, Sl. No. 17112 dt. 01.07.2010 with Sub-Registrar, Sadar (G.B. Nagar)
18	Salarpur	26.6596	22.06.2010	Book No. 1, Volume No. 6992 Page No. 311/360, Sl. No. 17115 dt. 01.07.2010 with Sub-Registrar, Sadar (G.B. Nagar)
19	Dungarpur Reetka	20.2290	30.07.2010	Book No. 1, Volume No. 7307 Page No. 45/98, Sl. No. 20578, dt. 27.08.2010 with Sub-Registrar, Sadar (G.B. Nagar)
20	Salarpur	3.1719	01.11.2010	Book No. 1, Volume No. 7869 Page No. 63/112, Sl. No. 1263 dt. 25.01.2011 with Sub-Registrar, Sadar (G.B. Nagar)
21	Salarpur	10.1635	21.05.2012	Book No. 1, Volume No. 11199 Page No. 21/70, Sl. No. 13316, dt. 06.07.2012 with Sub-Registrar, Sadar (G.B. Nagar)
22	Rampur Bangar	0.0100	12.09.2012	Book No. 1, Volume No. 12161 Page No. 277/326, Sl. No. 23976 dt. 12.12.2012 with Sub-Registrar, Sadar (G.B. Nagar)
23	Minjapur	0.0500	12.09.2012	Book No. 1, Volume No. 12161 Page No. 203/250, Sl. No. 23974 dt. 12.12.2012 with Sub-Registrar, Sadar (G.B. Nagar)
24	Salarpur	1.3370	12.09.2012	Book No. 1, Volume No. 12161 Page No. 327/376, Sl. No. 23977 dt. 12.12.2012 with Sub-Registrar, Sadar (G.B. Nagar)
25	Achheja Bujurg	0.2450	12.09.2012	Book No. 1, Volume No. 12161 Page No. 377/426, Sl. No. 23978 dt. 12.12.2012 with Sub-Registrar, Sadar (G.B. Nagar)
TOTAL		527.3014		



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to Sub-Lease Deed dated 17-05-2013

SCHEDULE OF PROPERTY

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

= 2,02,347 Sqm. (50.00 Acres)

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

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



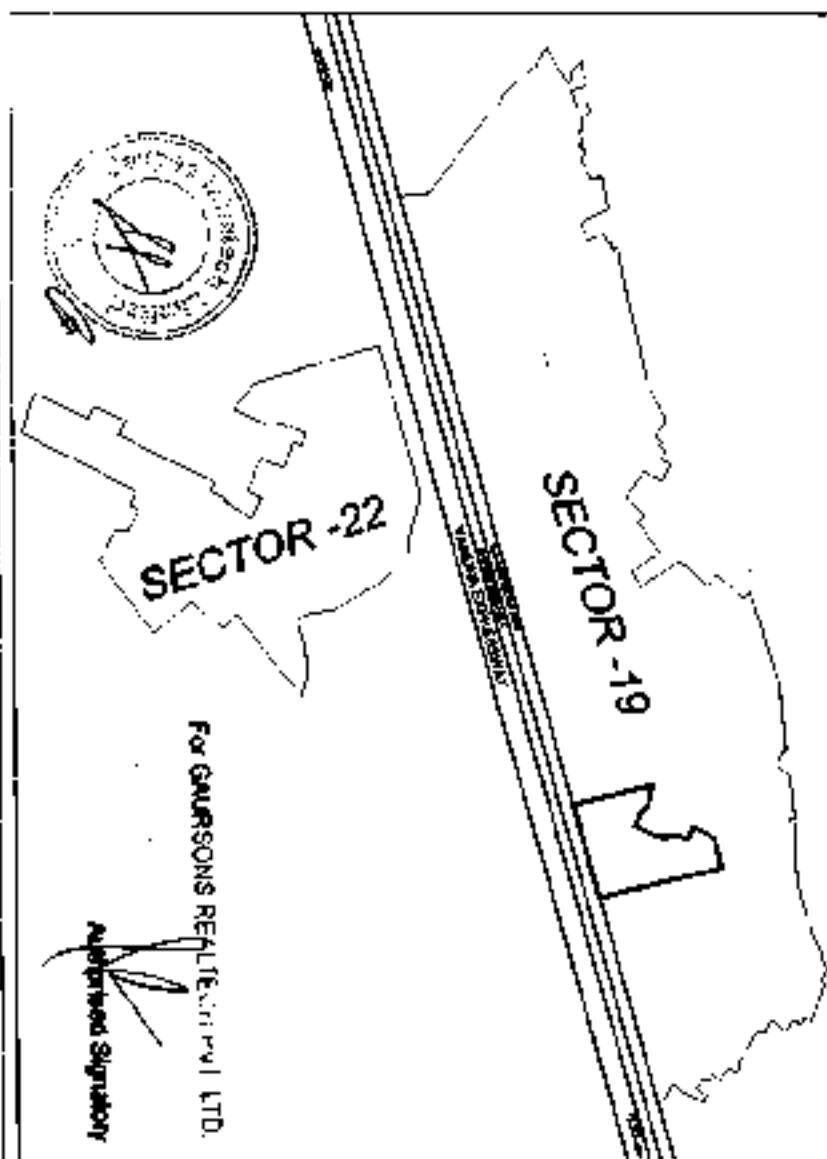
For GAURSONS REALTECH PVT. LTD.


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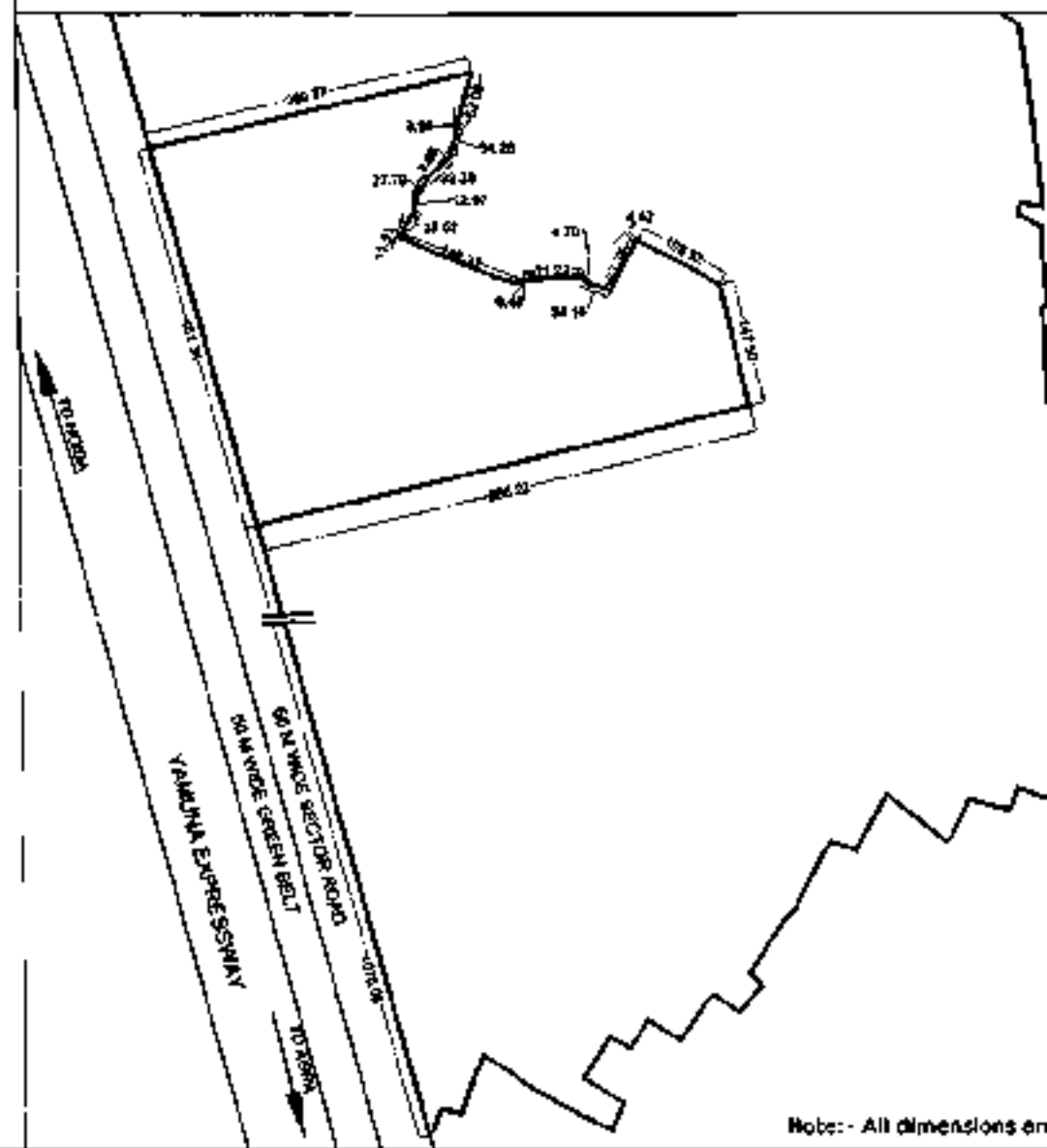
LOCATION PLAN OF DEMISED PLOT **SECTOR -19, JAYPEE GREENS SPORTS CITY EAST**

Approved
 To Sub-Leave Deed Dated

SUBJECT LAND INCLUDING DEMISED PLOT



DETAILS OF DEMISED PLOT



Note:- All dimensions are in meters.

AREA OF DEMISED PLOT=20.2347 Ha.(50.06 Acres)

LEGEND:-

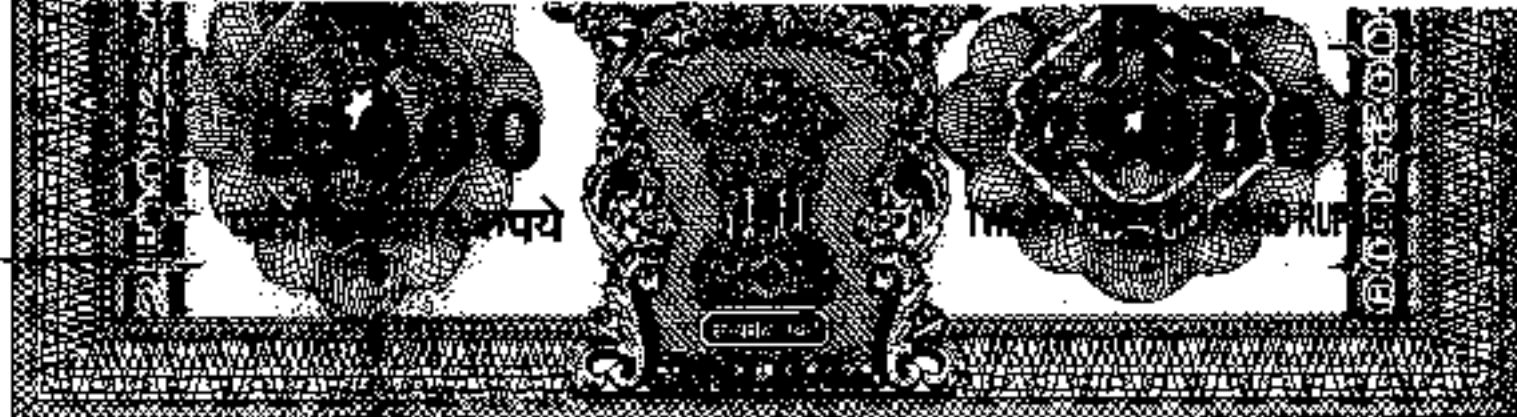
BOUNDARY OF SUBJECT LAND ☐
 DEMISED PLOT ☐

DELT BY:- *Anshika Gupta*
 ANSHIKA GUPTA

SCALE:-
 M.T.S.

CHECKED BY:- *Raina Dora*
 RAINA DORA

DATE:-
 06.05.13



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20. The ~~Sub-Lessee~~ shall make its own arrangements for all civil amenities such as electric supply, water supply, sewerage, drainage, internal roads, etc. within the **Demised Plot** at its own cost.



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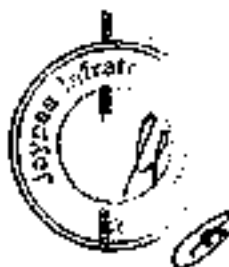
Date: 10/10/2018

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21. The **Sub-Lessee** covenants and warrants that:

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



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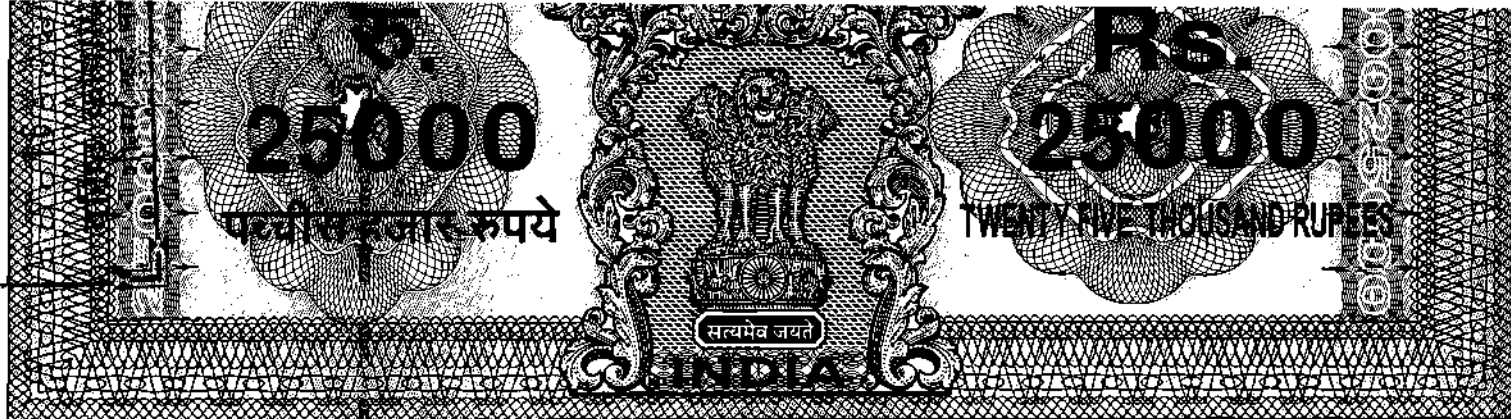
- b) The ~~Sub-Lessee~~ shall bear the stamp duty charges and legal expenses of execution of this ~~Sub-Lease Deed~~ including the registration charges as may be applicable.
- c) The ~~Sub-Lessee~~ shall permit the members, officers and representatives of YEA and workmen and other persons employed by YEA at all reasonable time of the day with prior notice to enter into and upon the ~~Demised Plot~~ and buildings to be erected thereupon in order to inspect the ~~Demised Plot~~ and buildings erected thereon.



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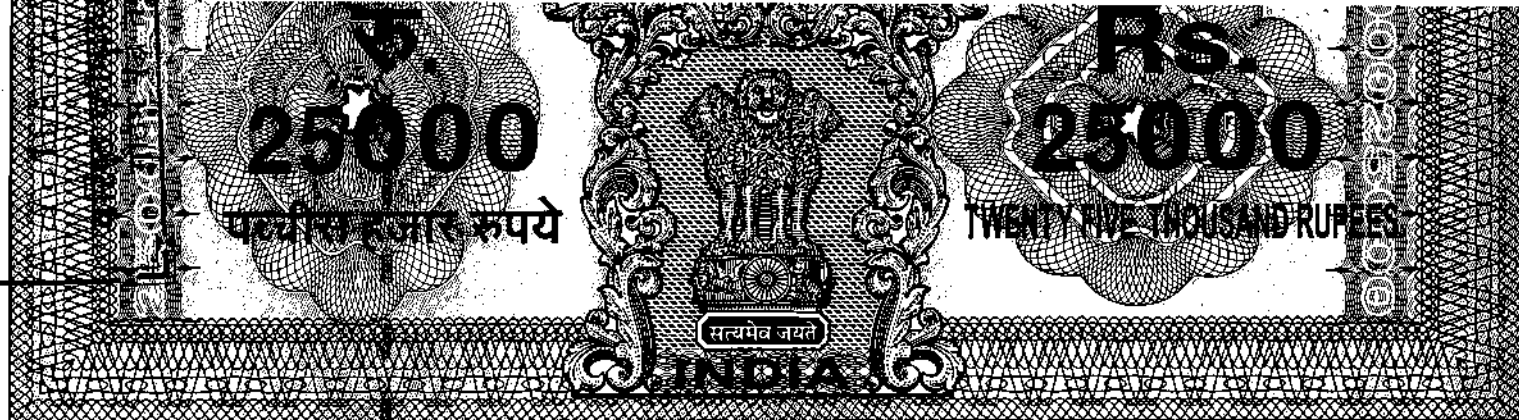
- d) The **Sub-Lessee** shall keep the **Sub-Lessor** indemnified and hold it harmless against all claims, costs, expenses, due to any proceedings or litigation for any reason relating to the **Demised Plot**.



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22. The **Sub-Lessor** covenants and warrants that:

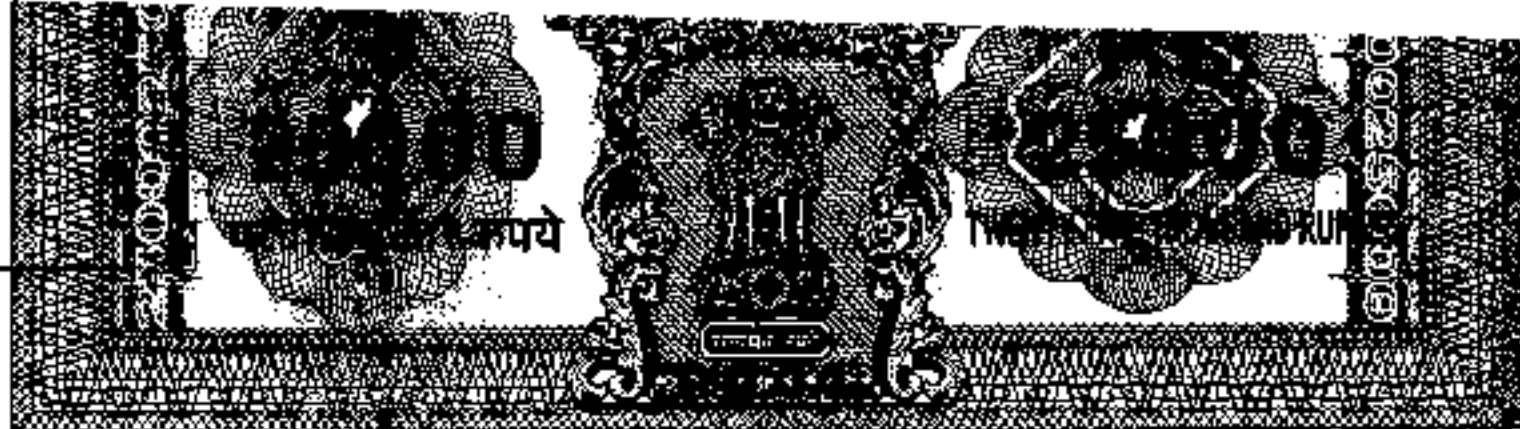
- a) The **Sub-Lessor** has the full right and authority to execute this **Sub-Lease Deed** and to grant the sub-lease of the **Demised Plot** and that the **Sub-Lessee**, upon performance of the covenants herein contained, shall peaceably and quietly hold, possess and enjoy the **Demised Plot** during the term of this **Sub-Lease Deed** without any interruption, disturbance, claims or demands by the **Sub-Lessor** or by any person/s claiming title for and on behalf of the **Sub-Lessor** except as per the covenants and provisions of this **Sub-Lease Deed**.



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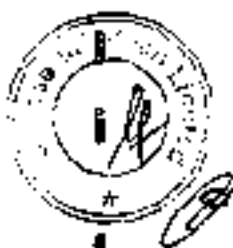


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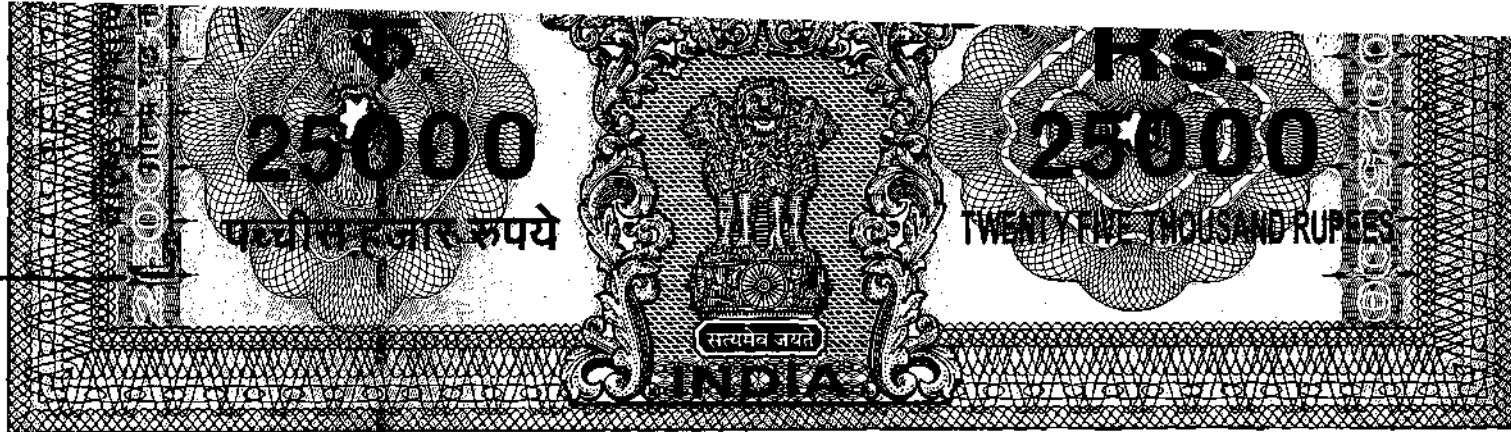
- b) The Sub-Lessor shall, subject to terms of the Sub-Lease Deed, grant, transfer, convey and assure, from time to time, all its reversionary rights and interests in respect of the Demised Plot as may be required by the Sub-Lessee for construction thereon as per applicable Master Plan, Rules and Building Regulations of YEA.



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- c) The **Demised Plot** is free from all encumbrances, claims, disputes, encroachments, occupations, litigations, injunctions, mortgages, charges, pledges, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations. The **Sub-Lessee** has satisfied itself of the **Sub-Lessor's** title and has entered into this **Sub-Lease Deed** thereafter.



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- d) The Sub-Lessor shall, at all times to come, not do, omit or suffer to be done anything whereby the sub-leasehold rights granted in favour of the Sub-Lessee in the Demised Plot are avoided, forfeited, extinguished or prejudicially affected in any manner whatsoever, excluding circumstances where the sub-leasehold rights are affected on account of applicable law, rule or regulation or policy of the State Government or the Central Government, or any other relevant authority.



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- e) The Sub-Lessor shall defend its rights, title and interest in the Demised Plot hereby sub-leased in favour of the Sub-Lessee and shall keep the Sub-Lessee indemnified and hold it harmless against all claims, costs, expenses, due to any proceedings or litigation for any reason, which the Sub-Lessee may suffer by reason of any claim for any defect in title, in interest and leasehold rights of the Sub-Lessor in the Demised Plot.



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23. YEA shall have full right and title to all mines and minerals, coals, gold washing, earth oils and quarries in and under the ~~Demised~~ **Plot** or any part thereof and to do all acts and things, which may be reasonably necessary or expedient for the purpose of searching, removing and enjoying the same.



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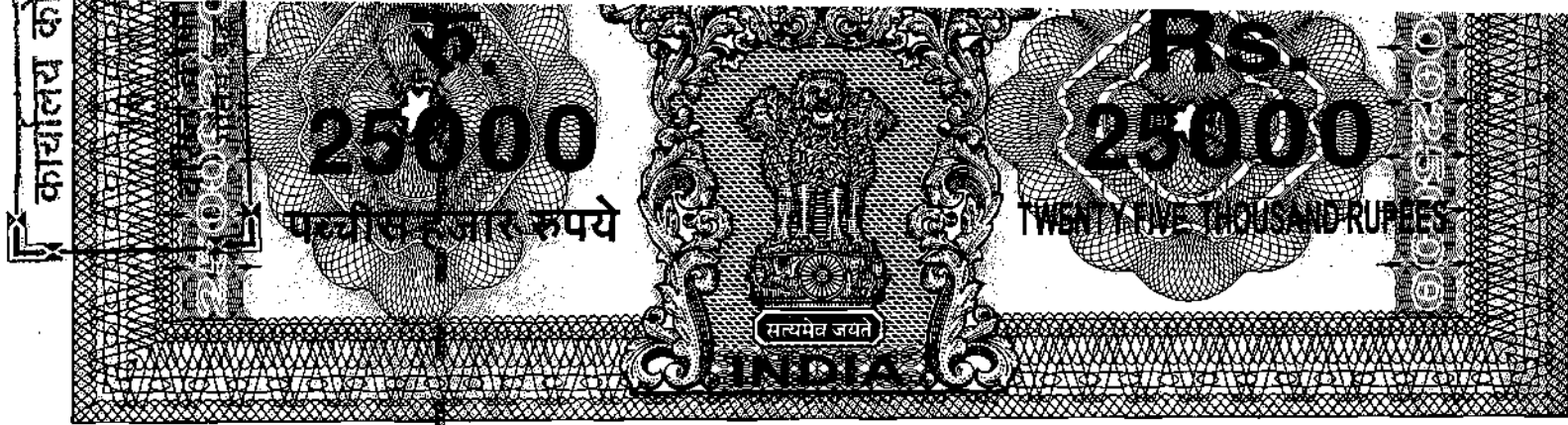
24. The **Sub-Lessee** shall not display or exhibit on the **Demised Plot** any picture posters, statues, other articles which are indecent or immoral. The **Sub-Lessee** shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings which shall be constructed over the **Demised Plot** except at places as may be specified for the purpose by the **Sub-Lessor**.



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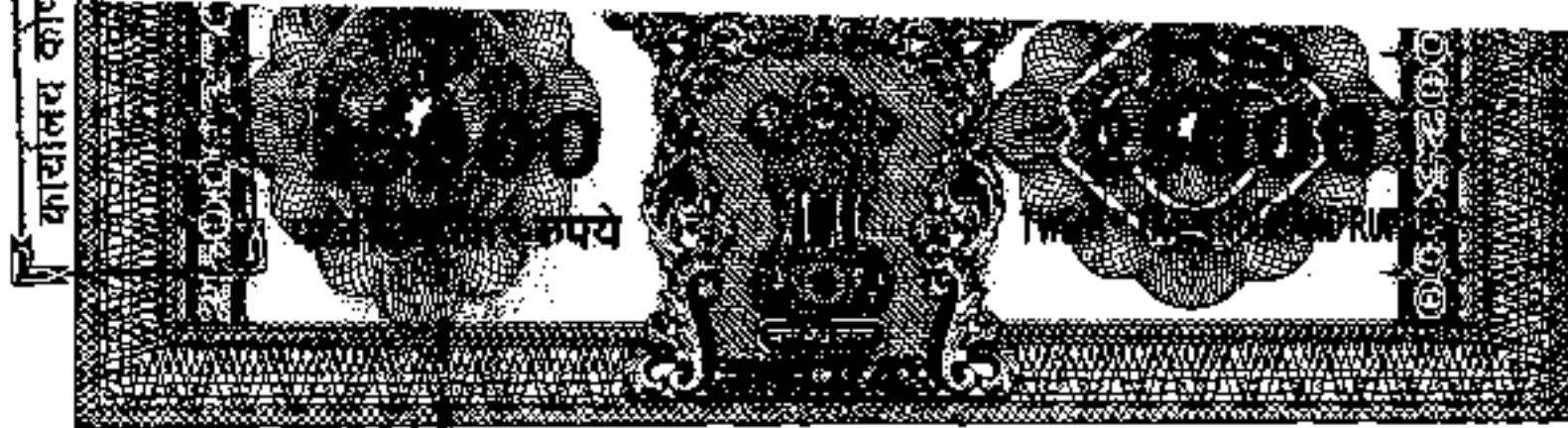
25. The **Sub-Lessor** shall have no objection to the **Sub-Lessee** using the word 'Jaypee Greens Sports City East' in its address for indicating the specific location of the **Demised Plot** in its brochure, promotional and marketing material. However this will not give the **Sub-Lessee** the right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



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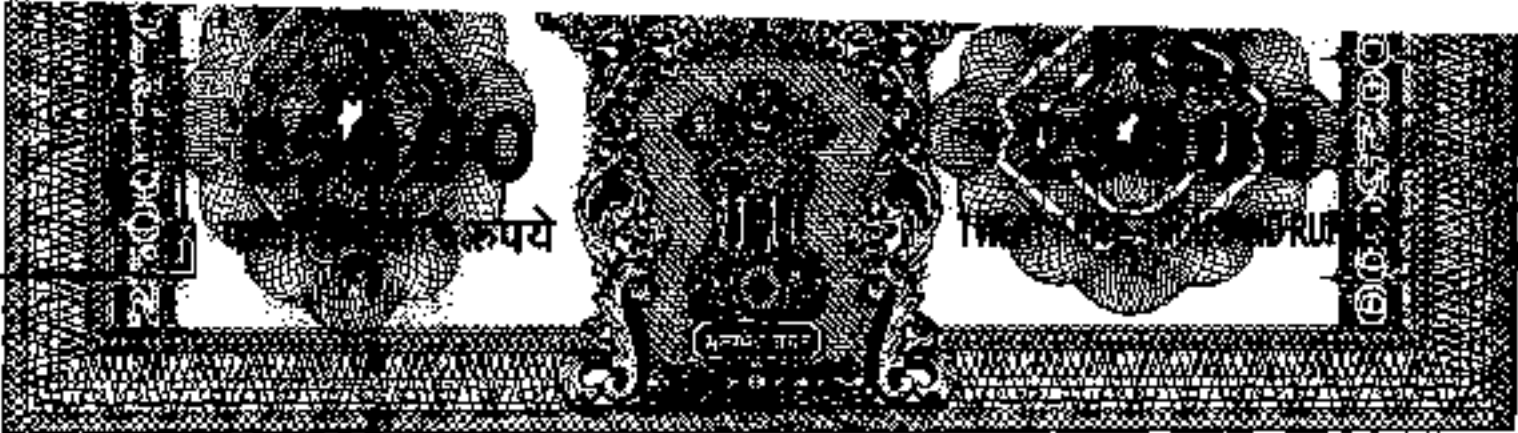
26. Nothing herein shall be construed to provide the **Sub-Lessee** with the right to prevent the **Sub-Lessor** from:
- a) Constructing or continuing with the construction of the other buildings, independent houses, apartments or other structures and services in the areas adjoining the **Demised Plot**;



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- b) Putting up additional constructions, residential, commercial or of any other kind on the **Subject Land**, except on the **Demised Plot**; without affecting the common roads in the immediate periphery of the **Demised Plot**.



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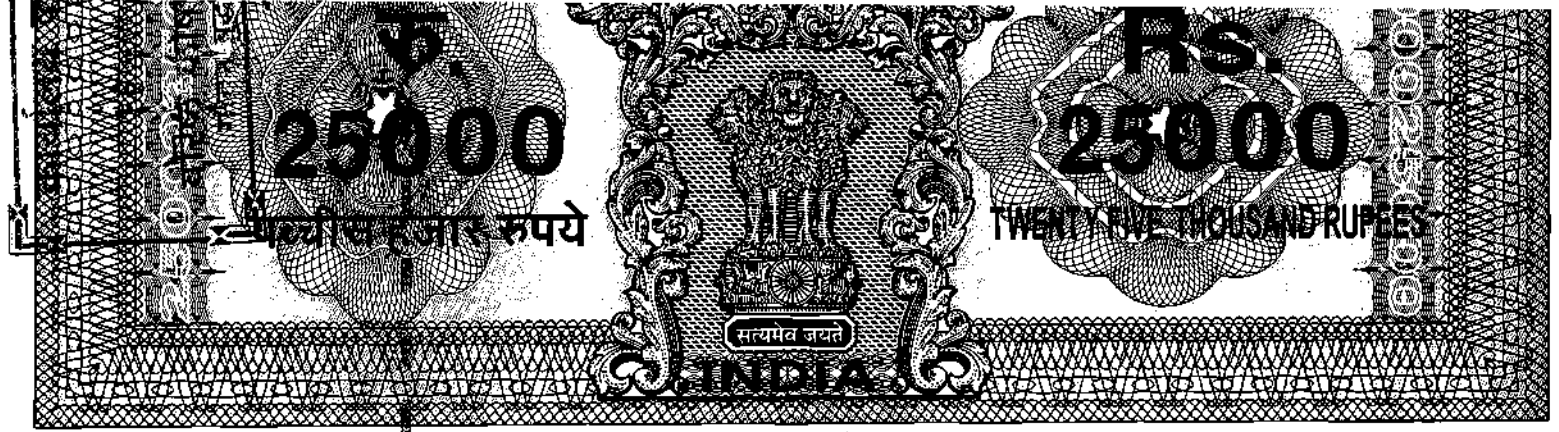
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27. In case **Sub-Lessee** allows the use, occupation and construction on the **Demised Plot** to any person other than the **Sub-Lessee** itself, the **Sub-Lessee** shall ensure that all obligations, liabilities and responsibilities devolving upon the **Sub-Lessee** under this **Sub-Lease Deed** shall be complied with by the user, occupier and the construction agency of the **Demised Plot** or buildings thereon and shall bring all obligations, liabilities and responsibilities to the notice of such user, occupier or the construction agency of the **Demised Plot** or buildings thereon, wherein, in so far as the **Sub-Lessor** is concerned, it would be understood that any default in carrying out the obligations, liabilities and responsibilities by the **Sub-Lessee's** user, occupier and/or the construction agency, shall be deemed to be the default of the **Sub-Lessee**.

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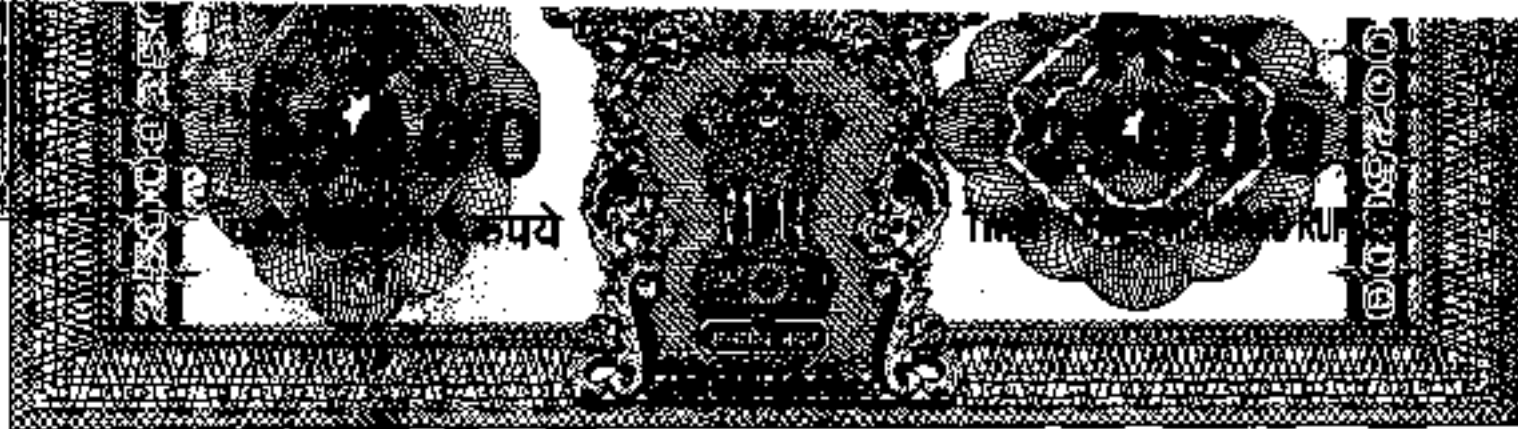
28. The **Sub-Lessee** shall ensure that all obligations, liabilities and responsibilities devolving upon the **Sub-Lessee** under this **Sub-Lease Deed** shall be complied with by the subsequent sub-lessees in respect of the **Demised Plot** or buildings thereon and the **Sub-Lessee** shall bring all obligations, liabilities and responsibilities to the notice of such subsequent sub-lessees of the **Demised Plot** or buildings thereon who will subsequently be bound by the terms of this **Sub-Lease Deed**.



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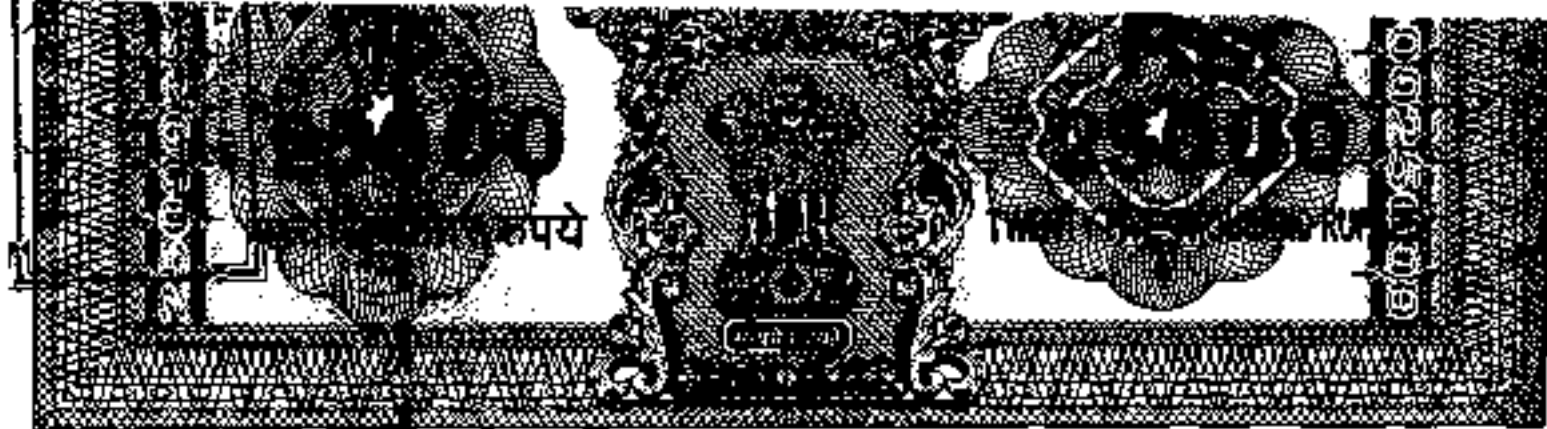
29. The **Sub-Lessee** shall keep the **Sub-Lessor** indemnified against all actions, suits, claims, demands and proceedings, third party claims and cost or expense that may be suffered by the **Sub-Lessor** in respect thereof on account of anything done or omitted to be done by the **Sub-Lessee** in connection with or arising out of the **Demised Plot**, at all times.



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30. The ~~Sub-Lessee~~ shall keep the Sub-Lessor indemnified against any claims for damages which may be caused to any property belonging to the Sub-Lessor/ its workmen / representative resulting from the execution of the works on the ~~Demised Plot~~ and also against claims for damages arising from the actions of the ~~Sub-Lessee~~ or his workmen or representatives, which:



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- a) Injure or destroy any building or part thereof or other structure contiguous or adjacent to the **Demised Plot**.
- b) Keeps the foundation, tunnels or other pits on the **Demised Plot** open or exposed to weather causing any injury to contiguous or adjacent plot and/or building.
- c) Causes any injury or damage to any building contiguous or adjacent to the **Demised Plot** by digging any pit near the foundation of such building.

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



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



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32. The **Sub-Lessor** shall comply with all the covenants, representations, warranties and undertakings contained herein and under the terms of the **Lease Deeds** so far they apply to the **Demised Plot**. It is clarified that unless stated otherwise in this **Sub-Lease Deed**, the **Sub-Lessee** is bound by the terms of the **Lease Deed** as if and in as much as the **Sub-Lessor** is bound and liable to the **YEA**, and all terms of the **Lease Deed** so far they apply to the **Demised Plot** shall apply mutatis mutandis to the **Sub-Lessee**. Be that as it may, the **Sub-Lessor**, shall keep the **Sub-Lessee**, its employees, representatives, agents harmless and indemnified on account of any act or omission by the **Sub-Lessor**.



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



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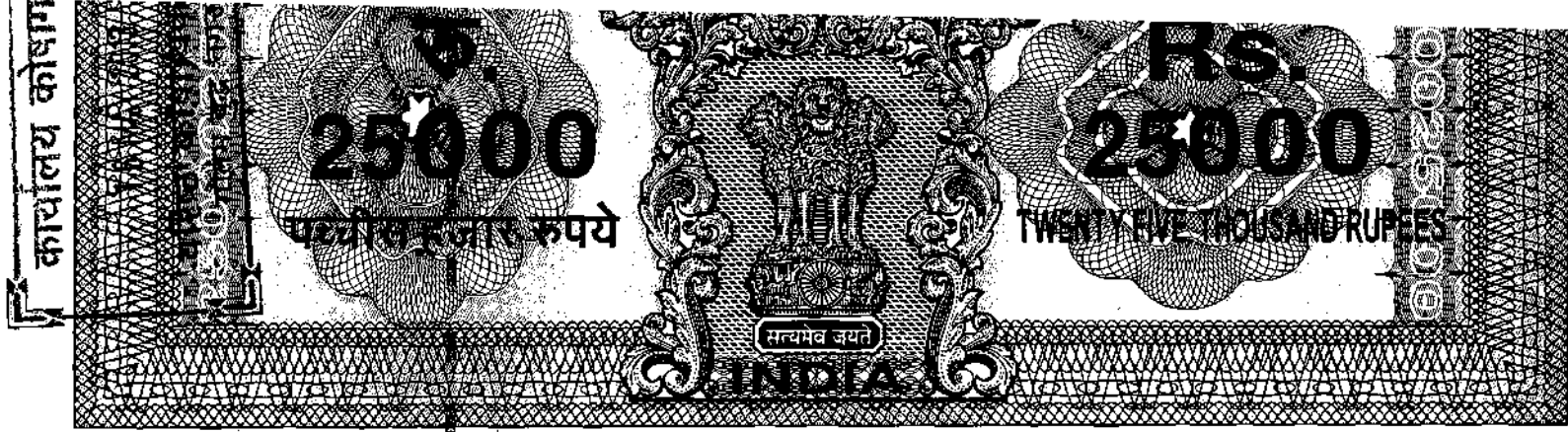
34. In case of any breach or default of the terms and conditions of this Sub- Lease Deed by the Sub-Lessor, the Sub-Lessee may, at its sole discretion, issue a written notice calling upon the Sub-Lessor to rectify the breach or default within such period as may be specified under the said notice. The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



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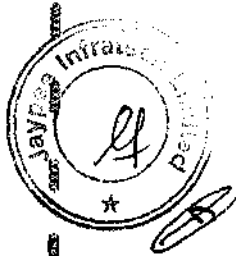
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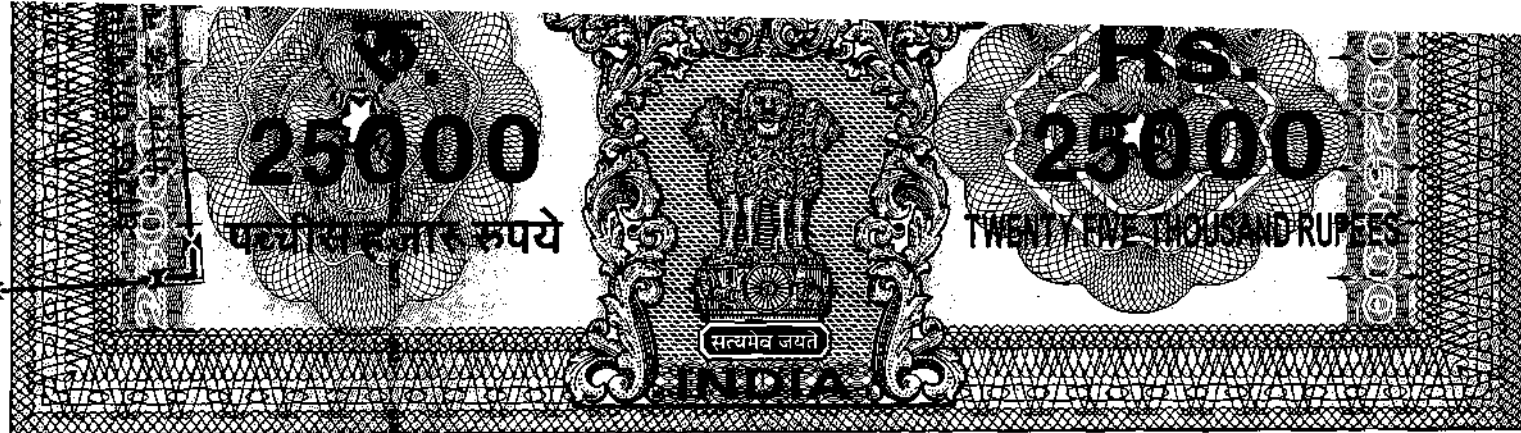
35. The **Sub-Lessee** shall not in any manner encroach upon the **Subject Land** and areas not handed over to the **Sub-Lessee**. Any encroachment, in any manner whatsoever, made by the **Sub-Lessee** shall be treated as default under this **Sub-Lease Deed**.



For GAURSONS REALTECH PVT. LTD.

Authorised Signatory

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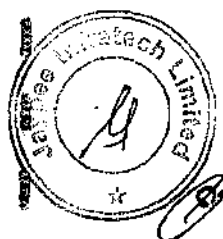
उत्तर प्रदेश UTTAR PRADESH

C 388361

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



For GAURSONS REALTECH PVT. LTD.

Authorized Signatory

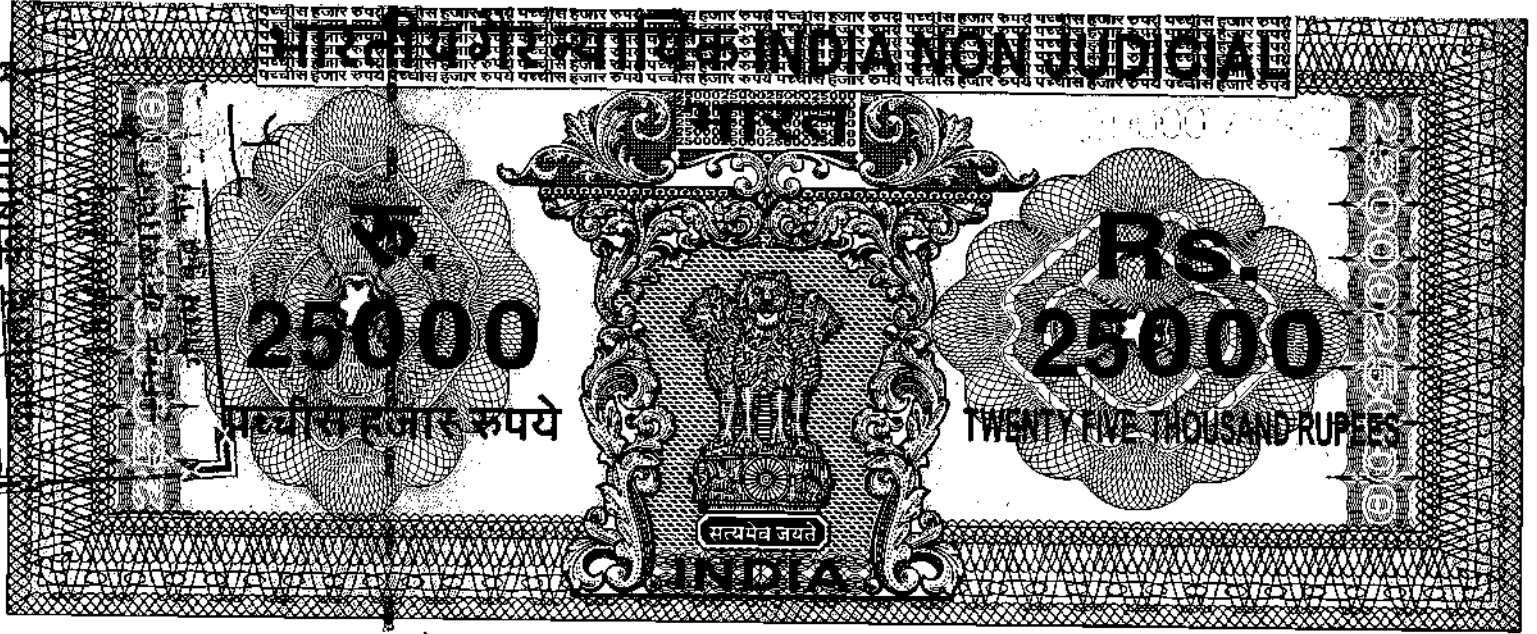
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संयोजित

संयोजित





उत्तर प्रदेश UTTAR PRADESH

C 388371

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

SIGNED AND DELIVERED BY
BY
the within named
Jaypee Infratech Ltd.
Ltd

SIGNED AND DELIVERED
the within named
Gaursons Realtech Pvt
Gaursons Realtech Pvt

For Jaypee Infratech Limited

For GAURSONS REALTECH PVT. LTD.

(Authorized Signatory) Sameer Gaur
Jt. Managing Director

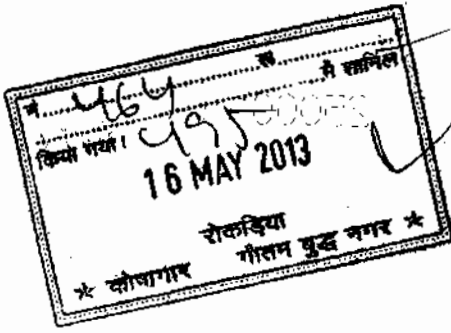
(Authorized Signatory) Authorized Signatory

WITNESSES:

1.

2.

Enclosures: Annexure-I : Details of Lease Deeds.
Annexure-II : Schedule of Property
Annexure-III : Location Plan



आज दिनांक 22/05/2013 को

वही सं. 1 जिल्द सं. 13251

पृष्ठ सं. 299 से 450 पर कमांक 11798

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

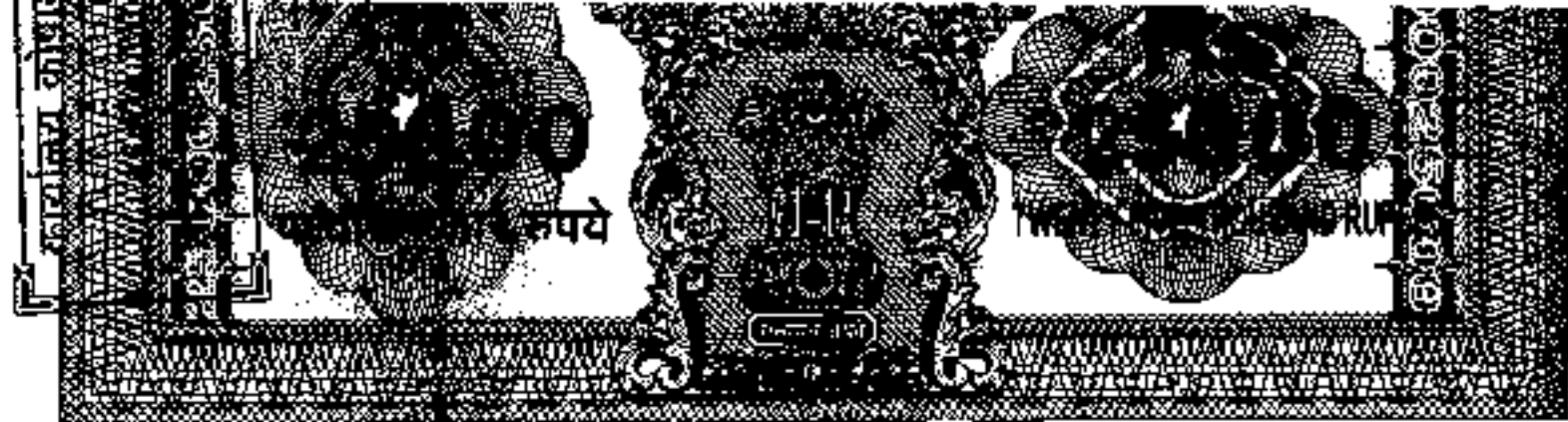
(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

22/5/2013





उत्तर प्रदेश UTTAR PRADESH

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



For GAURSONS REALTECH PVT. LTD

Authorized Signatory

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(a) Notices to the Sub-Lessor to:

Jaypee Infratech Limited

Sector - 128, Noida

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

Attention: Mr. Sameer Gaur

Jr. Managing Director

Telephone No.: 0120-4609000

Email: sameer.gaur@jalindia.co.in

(b) Notices to the Sub-Lessee to:

Gaursons Realtech Pvt Ltd

D-25, Vivek Vihar, Delhi-110095

Attention : Mr Manoj Gaur

Managing Director

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

Email: . manojgaur@gaursonsindia.com



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For GAURSONS REALTECH PVT LTD

Authorized Signatory



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



For GAURSONS REALTECH PVT. LTD.

Authorized Signatory

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01/01/2015

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39. It shall be the responsibility of the Sub-Lessor to notify any change in its registered office address to the Sub-Lessee failing which, all notices and other communications sent to the Sub-Lessor at its registered office specified hereinabove shall be deemed to have been served on the Sub-Lessor.



For GAURSONS REALTECH PVT. LTD.

Authorized Signatory



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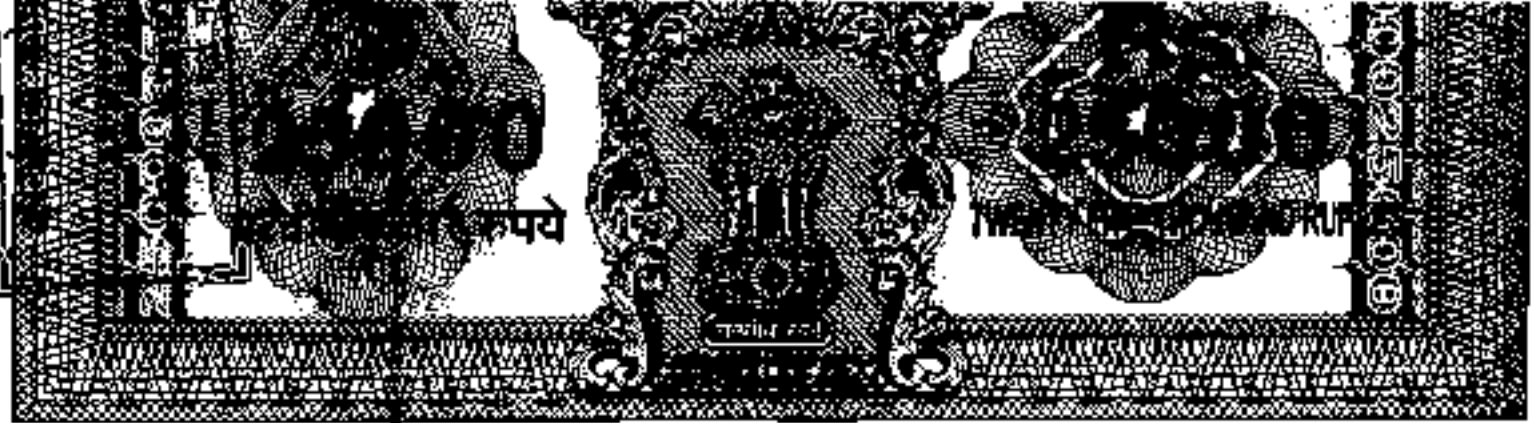
40. This **Sub-Lease Deed** constitutes the entire understanding of the terms and conditions between the **Parties** with respect to the sub lease of the **Demised Plot** to the **Sub-Lessee** and supercedes and cancels any or all prior oral or written discussions, representation, understanding, arrangement, communication or expression of intent, if any, between the **Parties** relating to the **Demised Plot** and / or subject matter of this **Sub-Lease Deed**.



For GAURSONS REAL ESTATE LTD

Authorized Signatory

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41. If any provision or part of any provision hereof is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.



For GAURSONS REALTECH PVT. LTD.

Authorized Signatory

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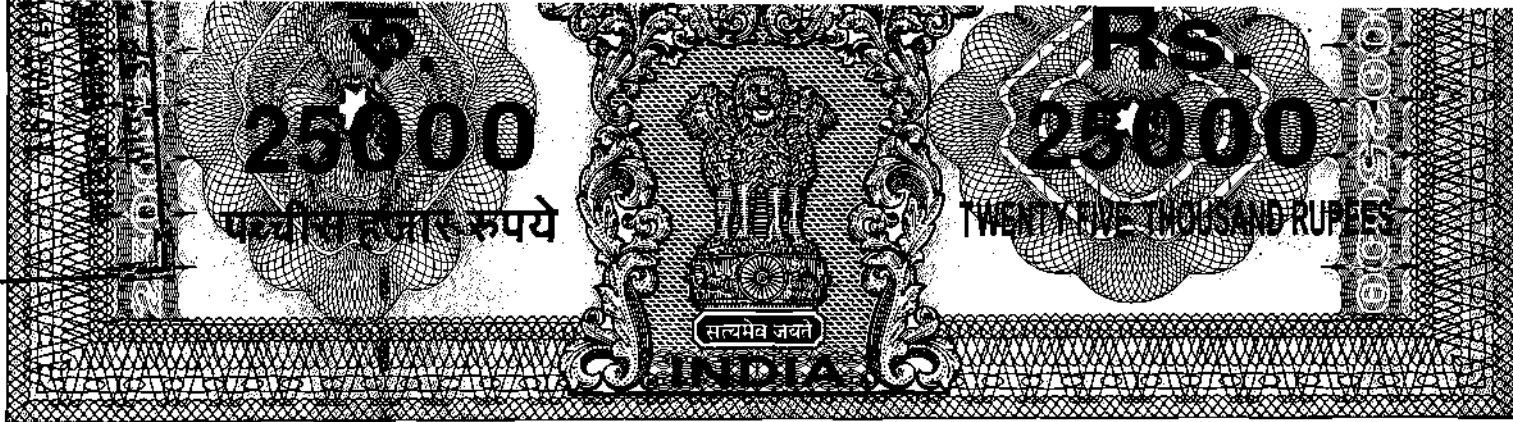
42. The Parties shall perform their obligations contained herein with due diligence and mutual cooperation keeping in view the interest of each other and execute and do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Sub-Lease Deed.



For GAURSONS REALTECH PVT LTD.

Authorized Signatory

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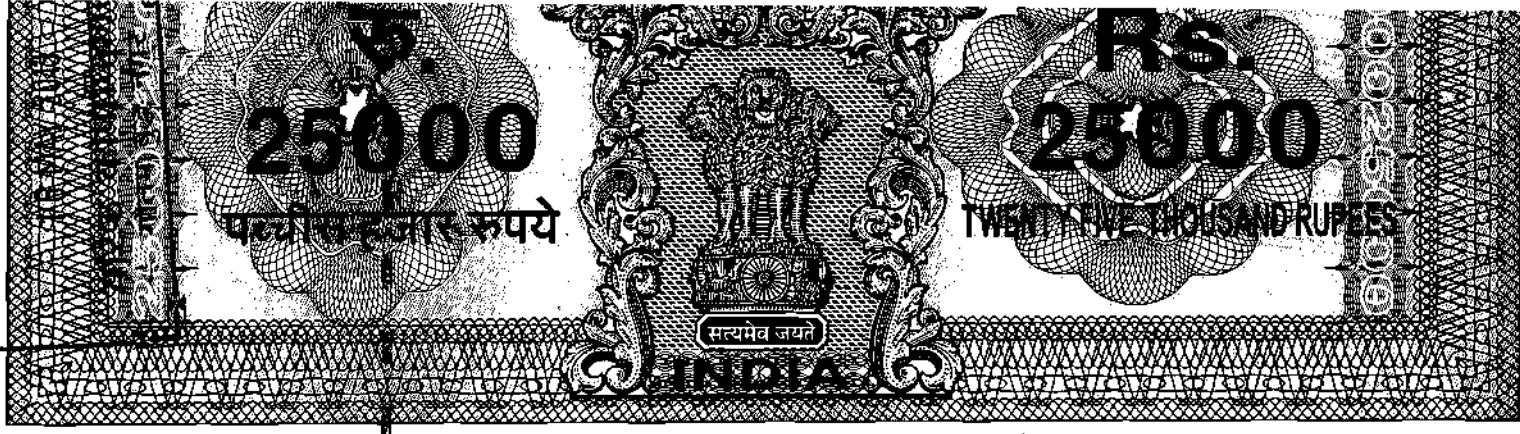
43. The **Parties** shall try to resolve any dispute between them amicably by mutual discussions/ negotiations. In case, the **Parties** are unable to resolve the disputes amicably within 30 (thirty) days from the date of the notification of the dispute by one **Party** to the other, the dispute shall be referred to arbitration of a sole arbitrator. The sole arbitrator shall be appointed by the Chairman of the **Sub-Lessor** and shall be an independent person not having any pecuniary interest in the **Sub-Lessor**. The arbitration proceedings shall be conducted in accordance with the Arbitration & Conciliation Act, 1996 or any re-enactment or modification thereof for the time being in force and its decision shall be final and binding. The venue of arbitration shall be at Gautam Budh Nagar. The proceedings of arbitration shall be in English.



For GAURSONS REALTECH PVT. LTD.

Authorized Signatory

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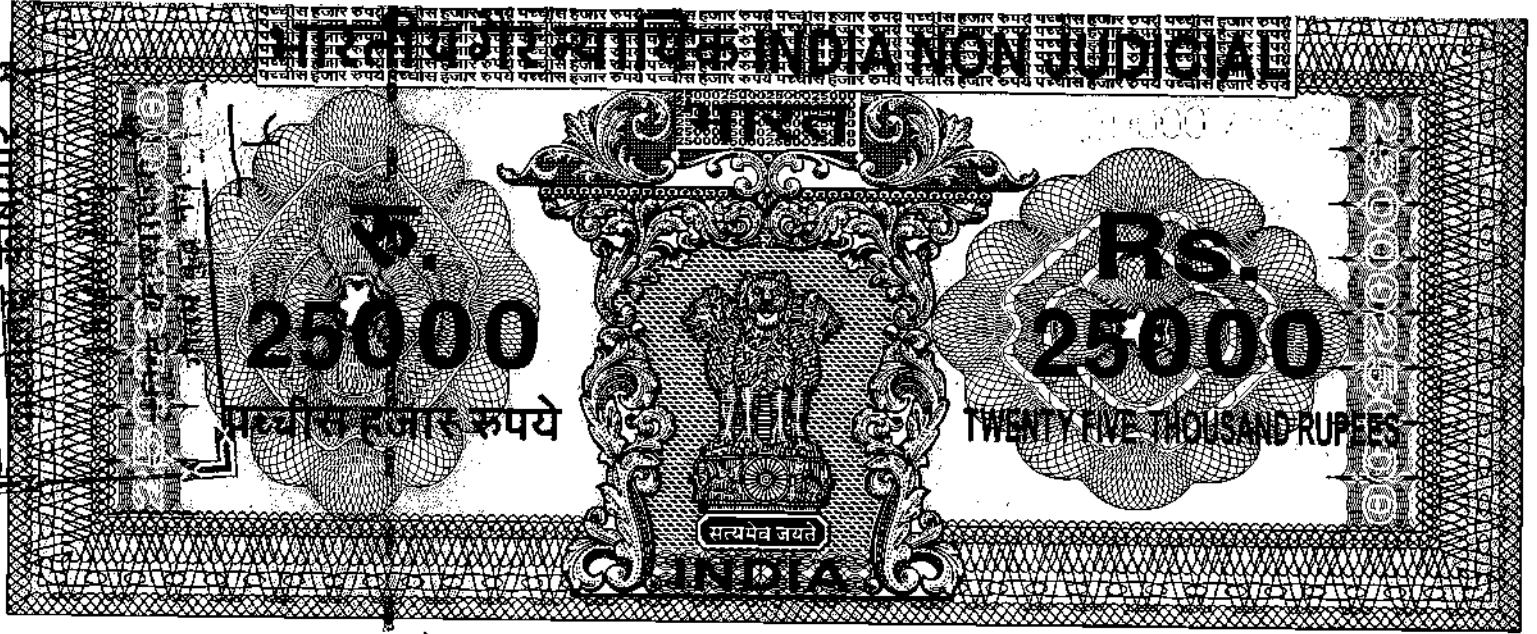
44. This **Sub-Lease Deed** shall be construed and interpreted in accordance with and governed by the laws of Union of India.
45. The local Court of Gautam Budh Nagar, Uttar Pradesh and Hon'ble High Court of Judicature at Allahabad shall have exclusive jurisdiction over all matters arising out of or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



For GAURSONS REALTECH PVT. LTD.

Authorized Signatory

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उत्तर प्रदेश UTTAR PRADESH

C 388371

-71-

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SIGNED AND DELIVERED BY
BY
the within named
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Ltd

SIGNED AND DELIVERED
the within named
Gaursons Realtech Pvt
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For Jaypee Infratech Limited

For GAURSONS REALTECH PVT. LTD.

(Authorized Signatory) Sameer Gaur
Jt. Managing Director

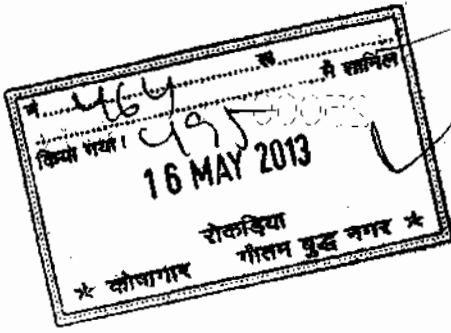
(Authorized Signatory) Authorized Signatory

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आज दिनांक 22/05/2013 को

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पृष्ठ सं 299 से 450 पर कमांक 11798

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

22/5/2013

