

(61)

14/2/13
(Refu Para 1 (iv) of
Proviso 864/1 application)



01

उत्तर प्रदेश UTTAR PRADESH



19AA 707697

Stamp Duty Paid in Cash as per order of M/S IMPERIA HOMES PVT. LTD.
 A-25 Mohan Co - Operative Industrial Estate Mathura Road
 in presence of a order of the Collector
 to ~~memorandum~~ dated 01/05/13 issued under New Delhi
 section 10-A of the Stamp Act. It is certified that
 an amount of Rupees ~~2,05,50,000~~ Rs. two crore five lac fifty thousand.
 (in words Rs. ~~Two hundred~~ only
 has been Paid in Cash as stamp Duty in respect
 of this instrument in the State Bank of India
 Treasury Sub Treasury of NOIDA
 by Chiller No. S. 98004/13-04-2013
 a Copy of which is annexed herewith.

02/5/2013
 02/05/13



SUB - LEASE DEED

Consideration	- Rs.40,00,00,000/-
Lease Rent	- Rs.1,10,07,568/-
Stamp Duty	- Rs.2,05,50,400/-

THIS SUB - LEASE DEED (the "Sub - Lease Deed") is made and entered on this ^{03rd} day of ~~MAY~~ ^{MAY} 2013 at Greater Noida in District- Gautam Budh Nagar.

BY AND BETWEEN

Jaypee Sports International 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 through its Company Secretary, Mr. P. N. Kumar, son of Mr. Ram Das, as Authorized Signatory (hereinafter referred to as the "Sub-Lessor", which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives) of the **FIRST PART**.

AND

Imperia Homes Private Limited a company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at A-25, Mohan Co-operative Industrial Estate, Mathura Road, New Delhi through its authorized representative Mr. Harpreet Singh Batra (hereinafter referred to as the "Sub-Lessee", which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives) of the **SECOND PART**.

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



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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 (name changed to Yamuna Expressway Industrial Development Authority (YEA) vide GoUP Notification No. 1165 / 77 - 04 - 08 - 65N / 08 dated 11th July, 2008), under the U.P. 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., which formulated a scheme to develop Mega Projects in Special Development Zones (SDZs) along the Taj Expressway (renamed as Yamuna Expressway vide GoUP Notification No. 1165 / 77 - 04 - 08 - 65N / 08 dated 11th July, 2008) between Greater Noida and Agra and invited applications for allotment of SDZs.

JPSK Sports Private Limited was incorporated under the Companies Act, 1956 on 20.10.2007 and it applied to YEA for allotment of one SDZ of 1000 hectares area for development with sports as core activity. It subsequently changed its name to Jaypee Sports International Private Limited and then changed from Private Limited to Public Limited Company and a fresh Certificate of Incorporation in the name of Jaypee Sports International Limited (JSIL) was issued by the Registrar of Companies of Uttar Pradesh and Uttarakhand on 28.07.2010.

YEA allocated a SDZ with an area of approximately 1000 hectare of land at Sector 25, Jaypee Greens Sports City SDZ, District Gautam Budh Nagar, U.P. (**Leased Land**) to the **Sub-Lessor** for development with Sports as core activity and leased land in various lots to the **Sub-Lessor** through various lease deeds (hereinafter referred to as the **Lease Deeds**) on the terms and conditions specified therein, which inter-alia include that a minimum 35% of the **Leased Land** (**Core Area**) shall be used for Core Activity including roads and open spaces and balance **Leased Land** (**Non Core Area**) may be used for other specified activities.

The **Sub-Lessor** has been granted unfettered right to sub-lease the whole or any part of the Non Core Area (**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/permit any person



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in any manner whatsoever, without requiring any consent or approval of YEA or of any other relevant authority.

The Sub-Lessor prepared land use plan, the layout plan and other relevant plans for the development of the Leased Land named as Jaypee Greens Sports City and submitted the same to YEA which were duly approved by YEA vide letter dated 26.06.2012 bearing Memo No.YEA/63/2012/SDZ-01/NC (hereinafter be referred to as the Approved Plans).

The Sub-Lessee approached the Sub-Lessor for sub lease of a plot of land in the Subject Land and the Sub-Lessor agreed to sub lease a plot of land admeasuring 20,234.50 Sq. meters (approximately 5 (Five) acres) for Group Housing bearing Unit no. GH- F3, the detailed description and location of which is attached as Schedule of Property as Annexure I and located as per Location Plan attached as Annexure II (hereinafter referred to as the (Demised Plot) being a part of residential pocket GH-F of the Approved Plans of the leased land to the Sub Lessee for the remaining period of the said Lease Deed (as defined hereinunder) for a Consideration of Premium of Rs. 40,00,00,000/- (Rupees Forty Crore only) calculated @ Rs.19,768.22 (Rupees Nineteen Thousand Seven Hundred Sixty Eight and Paise Twenty Two only) per square meter of Demised Plot ('Premium') and one time lease rent of Rs.544/- (Rupees Five Hundred and Forty Four only) per square meters of Demised Plot on the mutually agreed terms and conditions. The Demised Plot is situated on the land transferred by YEA to the Sub-Lessor through lease deed dated 25.09.2009 for grant of leasehold rights in the land admeasuring 175.3639 hectares, Village Gunpura, Tehsil Sadar, District Gautam Budh Nagar, U.P. as more particularly detailed in Schedule attached thereto, and which was executed in favour of the Sub-Lessor, on terms and conditions as contained therein, for the term 90 years commencing from the date of transfer. This lease deed has been duly registered with the office of Sub-Registrar, Gautam Budh Nagar, as Serial No.11618, in Book No. I, in Volume No.5062, at Page No.77 on 25.09.2009 (hereinafter referred to as 'the Said Lease Deed').



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

1. Based on the facts and circumstances stated above, 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. 40,00,00,000/- (Rupees Forty Crore only) calculated @ Rs.19,768.22/- (Rupees Nineteen Thousand Seven Hundred Sixty Eight and Paise Twenty Two only) per square meter of Demised Plot and one time lease rent of Rs.544/- (Rupees Five Hundred and Forty Four Only) per square meter of Demised Plot, which has already been paid by the **Sub-Lessee** to the **Sub-Lessor** as per following details, the receipt of which the **Sub-Lessor** admits and acknowledges, the **Sub-Lessor** hereby transfers, conveys and assigns all its rights, title and interest in the **Demised Plot** in favour of the **Sub-Lessee**.

2. a) Premium

(i)	Cheque No.025012 dated 20.12.2012 drawn on Axis Bank.	Rs. 2,00,00,000/-
(ii)	Pay Order No.025053 dated 31.12.2012 drawn on Axis Bank.	Rs. 4,00,00,000/-
(iii)	Cheque No.065452 dated 24.01.2013 drawn on Axis Bank.	Rs. 6,00,00,000/-
(iv)	Cheque No.065658 dated 04.02.2013 drawn on Axis Bank.	Rs. 4,00,00,000/-
(v)	Cheque No.067913 dated 30.03.2013 drawn on Axis Bank.	Rs. 3,50,00,000/-
(vi)	Cheque No.067924 dated 31.03.2013 drawn on Axis Bank.	Rs. 5,50,00,000/-
(vii)	Demand draft No.012689 dated 29.04.2013 drawn on HDFC Bank	Rs.15,00,00,000/-
Total		Rs.40,00,00,000/- (Rs. Forty Crore only)

(b) Lease Rent

(i)	Cheque No. 347204, dated 30.04.2013 drawn on HDFC Bank, Sunder Nagar, New Delhi	Rs.1,10,07,568/- (Rs. One Crore Ten Lakh Seven Thousand Five Hundred and Sixty Eight only)
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2. The Sub-Lessor has delivered the actual, physical vacant possession of the Demised Plot to the Sub-Lessee at the spot and the Sub-Lessee has taken the possession of the same and subject to the covenants and conditions on the part of the Parties as contained herein the Sub-Lessor does hereby sub-lease unto the Sub-Lessee the Demised Plot more particularly described in Location Plan attached as Annexure - II, together with privileges, rights, easements and appurtenances for the period expiring on 23.09.2099. Upon execution of this Sub Lease Deed, the Sub-Lessor shall notify the YEA the details of sub-lease in respect of the Demised Plot in favour of the Sub-Lessee.
3. The Sub-Lessee has paid one time lease rent in respect of the Demised Plot to the Sub-Lessor and therefore the Sub-Lessee shall not be liable to pay any lease rent in future to YEA / Sub-Lessor in respect of the Demised Plot for the balance lease period.
4. The Sub-Lessee has inspected and satisfied himself regarding the site, the layout plans, ownership records as provided by the Sub-Lessor, 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.
5. The Sub-Lessee has satisfied himself 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.
6. The Sub-Lessee specifically understands that the Demised Plot is being conveyed to him on the terms and conditions stated herein subject to the provisions of the Lease Deeds.
7. The Sub-Lessee shall have right to sub-lease the whole or any part of the Demised Plot whether developed or undeveloped and whether by way of plots or constructed properties, to give on leave and license or otherwise dispose off its interest in the Demised Plot or part thereof, to any person as per



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rules and regulations of YEA, without requiring any consent or approval of the Sub-Lessor.

8. The Sub-Lessee shall be entitled to transfer the Demised Plot in full 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 and on payment of transfer charges to YEA as may be applicable. The Sub-Lessee or its subsequent sub lessees for all such transfers shall follow the procedure, as may be specified by YEA, before executing any subsequent sub lease deeds and such transfers shall always be subject to the applicable laws, byelaws, regulations etc. including payment of applicable charges, duties, taxes, levies etc as payable to any authority /body/agency as the case may be. The Sub-Lessee or the subsequent Sub-Lessee as the case may be shall however notify to the Sub-Lessor/YEA the details of such sub-leases and provide copies of such transfer/sub-lease deeds to the Sub-Lessor/YEA or any other authority as may be specified by YEA/Sub-Lessor.
9. The Sub-Lessee can mortgage the Demised Plot as may be permitted by YEA at their sole discretion in favour of banks/financial institutions on such terms and conditions as may be specified by YEA.
10. Multiple renting of the buildings constructed on the Demised Plot shall be admissible to the Sub-Lessee.
11. The Sub-Lessee can get the Demised Plot converted to freehold as and when permitted by YEA in future on terms and conditions as may be specified by YEA.
12. The Sub-Lessee shall have a right of way to the roads adjoining the Demised Plot and roads leading to sector roads and shall be entitled to enter upon such roads for the purpose of accessing the Demised Plot without detriment to the Sub-Lessor or YEA or public interest.



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13. The land use of the **Demised Plot** shall be for group housing development as per the Land Use Plan / Layout Plan approved by YEA and the **Sub-Lessee** shall adhere to the same. Further, the **Sub-Lessee** shall be entitled to carry out the entire group housing development including residential units/flats and community facilities for the residents of group housing on the **Demised Plot** as permissible under YEA laws, Rules and Building regulations and adhering to:-

- a) Standards and Specifications laid down in the Rules & Building Regulations and other Regulations of YEA /relevant Indian Standards/National Code etc.
- b) Applicable Master Plans and Rules & Regulations of YEA and other relevant authorities.
- c) Government policies and relevant Codes of BIS/IS relating to disaster management in land use planning and construction work.

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 3.0 in respect of the **Demised Plot** for group housing development subject to permissibility under the applicable Yamuna Expressway Industrial Development Area Rules and Building Regulations. (Currently FAR of 3.0 is permissible for group housing development under YEA Rules and Building Regulations). It is expressly agreed that the **Sub-Lessee** shall not be entitled to a FAR of more than 3.0 even if it is permissible under YEA Regulations at any time in future.

The density allowed in the **Demised Plot** shall be maximum of 1400 persons per hectare and the **Sub-Lessee** shall be entitled to submit building plans having density of 1400 persons per Hectare in respect of the group housing to be developed on the **Demised Plot**.

15. The Building drawings and relevant details for construction on the **Demised Plot** shall be subject to the approval by YEA for which the **Sub-Lessee** shall

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Detail of service tax liability for the period April 2016 to Sept 2016

Month	Total S.T.DX	Total SBC	Total KKG	Reversal 6(b)	CENVAT ST	CENVAT KKG	Net Payable ST	Net Payable SBC	Net Payable KKG
April	5,809,204	207,472		568,251	5,240,953		-	207,472	
May	5,617,412	200,622		1,065,657	3,143,457		1,408,298	200,622	
June	3,664,084	130,860	130,830	713,289	2,921,540	40,227	29,255	130,860	90,603
July	3,177,934	113,498	113,407	1,328,028	1,849,906	31,885	-	113,498	81,521
August	4,793,783	171,207	171,052	1,338,966	3,454,817	55,396	-	171,207	115,656
Sept	8,370,930	298,962	298,871	2,912,887	5,458,043	124,005	-	298,962	174,866
	-	-	-	-	-	-	-	-	-
Total	31,433,347	1,122,620	714,160	7,927,078	22,068,716	251,514	1,437,553	1,122,681	462,683
	31,433,347	1,122,681	714,010						
		(61)	150						

1,030,666

Detail of CENVAT ST

Service Tax Liability in Ratio of Taxable Turnover :-

Month	TOTAL S.T.	Residential Complex (00440334)	Commercial Complex (00440290)	PLC (00440616)	Other (00441480)	Net Payable SBC	Net Payable KKG
Opening	-					207,472	-
April	1,408,298	292,079	720,716	392,453	3,051	200,622	-
May	29,255	5,026	21,177	21,408	649	130,860	90,603
June	-					113,498	81,521
July	-					171,207	115,656
August	-					298,962	174,866
Sept	1,437,553	297,105	741,887	394,861	3,699	1,122,681	462,683
Total							

3,022,917

Interest-Commercial	Interest-KKG
22,300	
9,700	
5,700	
37,700	

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Late Filing Fee

25-10-16

19-05-17

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

16. The **Sub-Lessee** shall observe, perform and abide by all the rules and regulations as may be specified, from time to time, by YEA in relation to the **Subject Land** in general and the **Demised Plot** in particular.
17. The **Sub-Lessee** shall accept variations, deletions, additions, alterations, modifications in the **Approved 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. at **Jaypee Greens Sports City** and the **Sub-Lessee** shall be bound by such variations, deletions, additions, alterations and modifications etc. as aforesaid provided the same is without effecting any change in the (i) location, adjacent roads, entry and exit to the **Demised Plot** and green area around periphery of the **Demised Plot** as shown in the location plan attached hereto as **Annexure-II**; and (ii) usage, area of the **Demised Plot** and (iii) **FAR** of the **Demised Plot**.
18. The **Sub-Lessee** shall be entitled to and 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 the manner it deems fit and proper, subject to applicable laws and regulations of YEA and / or other relevant authorities. 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 pay all 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 Demised Plot from the date of execution of this Sub-Lease Deed. In case of any demand is received by the Sub-Lessee in respect of any of such 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 unpaid/unsatisfied claims/charges/dues in respect of the Demised Plot to the Sub Lessor or relevant authority on pro-rata basis (computed based on the area of the Demised Plot and total saleable area of the Subject Land) within the specified period.
- b) 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.
20. a) The Sub-Lessor shall provide approach roads, external services such as drainage, sewerage, electric and water supply lines, generally as may be made available by the Sub-Lessor to other group housing plots of similar size in the neighborhood of the Demised Plot within the Leased Land (hereinafter referred to as the "Shared Areas & Facilities"), at a single point on the edge of the Demised Plot at its own cost in due course of time so as to connect the such external services pipelines with the Demised Plot and the Sub-Lessee shall not be liable to pay any additional amount in this regard except the maintenance and replacement charges as stated below.
- b) The Sub-Lessee and/or subsequent sub lessee shall pay the maintenance charges including replacement charges, if any, in respect of "Shared



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- b) **Areas & Facilities**" (hereinafter referred to as the **"Shared Areas & Facilities Charges"**), on pro-rata basis as may be decided by the Sub-Lessor or the maintenance agency (hereinafter referred to as the **Designated Maintenance Agency**) from time to time. The **"Shared Areas & Facilities Charges"** shall commence with effect from 01.04.2014.
- c) The Sub-Lessor or the **Designated Maintenance Agency** 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 Jaypee Greens Sports City is not separately assessed for such purposes and the taxes, dues, demands, charges, duties etc are collectively levied for the **Jaypee Greens Sports City** or part thereof by concerned Municipal / Government Authorities including but not limited to YEA or any other statutory body.

21. Intentionally left blank.

22. a) 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** (hereinafter referred to as the **"Common Areas & Facilities within the Demised Plot"**) and maintain the same at its own cost and connect the same with the main system of the Sub Lessor at its own cost.
- b) The Sub-Lessee or its subsequent Sub-Lessee shall be charged for running services like electricity and water supply etc. supplied to the **Demised Plot** at prevailing rate of supply by relevant authorities or as applicable for other inhabitants as per the guidelines by the Sub-Lessor/ **Designated Maintenance Agency**. However, the Sub-Lessor or **Designated Maintenance Agency** shall not be responsible for any interruption in water supply / electric supply and/or its quality. Sub-Lessee may make its own arrangements for alternative source in case of any break down/interruption in water supply / electric supply.



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23. The Sub-Lessee hereby assures the Sub-Lessor that during the lease period, it shall promptly pay all the dues including the "Shared Areas & Facilities Charges" for availing "Shared Areas & Facilities" as per Invoices raised by the Sub Lessor or Designated Maintenance Agency. Further, at the time of transfer of rights and obligations pertaining to maintenance of "Common Areas & Facilities within the Demised Plot" to an Association/Society of Apartment Owners or of the residents/occupants/allottees etc. or to the Sub Lessee's Maintenance Company, the Sub-Lessee shall ensure:

- a) That the said Association/Society/ the Sub Lessee's Maintenance Company enters into an 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 Areas & Facilities Charges" for availing "Shared Areas & Facilities" as may be provided by the Sub-Lessor or Designated Maintenance Agency to the residents / occupants / allottees within the Demised Plot as per Invoices raised by the Sub Lessor or Designated Maintenance Agency.
- b) That bye laws of the said Association/Society/ Sub Lessee's Maintenance Company have provisions to ensure timely payment of the dues to the Sub-Lessor or Designated Maintenance Agency for availing the "Shared Areas & Facilities" and other services and payment of the dues shall be the sole responsibility of such Association/Society/ Sub Lessee's Maintenance Company and such dues shall have first charge on all inflows of the said Association/Society/ Sub Lessee's Maintenance Company.

In case, the Sub-Lessee/Association/Society/ Sub Lessee's Maintenance Company defaults in payment of such dues on the due dates at any stage, the Sub-Lessor or Designated Maintenance Agency shall be within its rights to stop use of "Shared Areas & Facilities" and the supply of services by/to the Sub-Lessee or by/to residents /occupants/allottees etc. within the Demised Plot.

24. The Sub-Lessee covenants and warrants that:




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- 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 and so far as they affect the health, safety and convenience of inhabitants of the **Demised Plot** and the adjoining area.
 - 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 subordinates 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 thereupon.
25. 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 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 for and on behalf of the **Sub-Lessor** except as per the covenants and provisions of this **Sub-Lease Deed**.
 - b) The **Sub-Lessor** shall, subject to terms of the **Sub-Lease Deed**, grant, transfer, convey and assure, from time to time, all its reversionary rights and interests in respect of the **Demised Plot** as may be required by the **Sub-Lessee** for construction thereon as per applicable Master Plan, Rules and Building Regulations of **YEA**.
 - c) The **Demised Plot** is free from all encumbrances, claims, disputes, encroachments, occupations, litigations, injunctions, mortgages, charges, pledges, lien, hypothecation, security interest, assignment,



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privilege or priority of any kind having the effect of security or other such obligations, except the payment of premium and annual lease rent to YEA under the terms of the **Said Lease Deed**.

The payment of installments of the premium amount of the **Subject Land** and its annual lease rent to YEA is the obligation of the **Sub-Lessor** and the **Sub-Lessee** shall not be liable for the same. However in case any loss, damages is caused to the **Sub-Lessee** due to the default in the payment of installments of premium amount and annual lease rent to YEA, the **Sub-Lessor** shall be liable to indemnify the **Sub-Lessee** for all the losses, damages occurred, caused to or suffered by the **Sub-Lessee**.

- d) The **Sub-Lessor** undertakes that it shall, at all times to come, not do, omit or suffer to be done anything whereby the sub-leasehold rights hereby granted in favour of the **Sub-Lessee** in the **Demised Plot** are avoided, forfeited, extinguished or prejudicially affected in any manner whatsoever.
- e) The **Sub-Lessor** undertakes that they shall defend their rights, title and interest to the **Demised Plot** hereby transferred in favour of the **Sub Lessee** and shall also 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 against rights, title and interest or defect in the leasehold rights and interest of the **Sub-Lessor** to the **Demised Plot**.

26. 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, without affecting the **Sub-Lessee's** right to peaceful possession and enjoyment.



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27. The **Sub-Lessee** shall not display or exhibit on the **Demised Plot** any picture posters, statues, other articles which are repugnant to the morals or are indecent or immoral.
28. The **Sub-Lessor** shall provide suitable signage's spaces to the **Sub-Lessee** on terms and conditions not less favorable than those offered to other allottees/sub-lessees in residential pocket **GH-F**, subject to terms and conditions, if any, imposed by **YEA** in this regard.
29. The **Sub-Lessee** or its subsequent sub-lessees may be provided membership of various clubs and may be permitted to avail other facilities at **Jaypee Greens Sports City** by the **Sub-Lessor** at the sole discretion of the **Sub-Lessor** on the terms and conditions as decided by the **Sub-Lessor** from time to time.
30. The **Sub-Lessor** shall have no objection to the **Sub-Lessee** using the word '**Jaypee Greens Sports City**' in its address for indicating the specific location of the **Demised Plot** in its brochure, promotional and marketing material.
31. 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 building(s), independent houses, apartments or other structures and services in the areas adjoining the **Demised Plot**;
 - b) Putting up additional constructions, residential, commercial or of any other kind on the **Subject Land**, except on the **Demised Plot**; without affecting the **FAR**, building plans, green area, usage, area, location and common roads in the immediate periphery of the **Demised Plot**.
 - c) Amending / altering the **Approved Plans** without affecting adjacent roads, entry and exit to the **Demised Plot** and green area around periphery of the **Demised Plot** as shown in the location plan attached hereto as **Annexure-II**; and usage, area and **FAR** of the **Demised Plot**.



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32. In case **Sub-Lessee** allows the use, occupation and construction on the **Demised Plot** to any person(s) other than the **Sub-Lessee** himself, 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. Similarly 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-Lessee**s in respect of the **Demised Plot** or building thereon and the **Sub-Lessee** shall bring all obligations, liabilities and responsibilities to the notice of such subsequent **Sub-Lessee**s of the **Demised Plot** or buildings thereon.
33. The **Sub-Lessee** shall indemnify the **Sub-Lessor** 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 the development of the **Demised Plot**.
34. The **Sub-Lessor** shall indemnify, defend and hold harmless the **Sub-Lessee** against any and all proceedings, actions, third party claims for expenses of whatever kind and nature arising out of defect in the rights of the **Sub-Lessor** in the **Demised Plot** hereby transferred to the **Sub-Lessee**.
35. The **Sub-Lessee** shall keep the **Sub-Lessor** or the **Designated Maintenance Agency** indemnified against all costs, damages, claims, losses etc. on account of non payment of timely dues including "**Shared Areas & Facilities Charges**" for any reason whatsoever.
36. 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



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works on the **Demised Plot** and also against claims for damages arising from the actions of the **Sub-Lessee** or his workmen or representatives which :-

- a) Injures or destroys 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) Digs any pit near the foundation of any contiguous or adjacent building thereby causing any injury or damages to such building.

The damages shall be assessed by the **YEA** and/or any other person/body as may be mutually agreed between the **Sub-Lessor** and the **Sub-Lessee** whose decision as to the extent of injury or damages or the amount payable shall be final and binding on the **Sub-Lessee**.

37. The **Sub-Lessee** undertakes to comply with all the covenants, representations, warranties and undertakings contained herein, and keep the **Sub-Lessor**, its employees, representatives, agents harmless and indemnified of all claims, actions, as may be brought by the co-inhabitants of the **Sub-Lessee**, his guests or any person claiming through him, and all losses, damages, penalties, attorney fee, etc., as may be suffered by the **Sub-Lessor** on account of any act or omission by the **Sub-Lessee**. The **Sub-Lessee** shall also indemnify the **Sub-Lessor** against all actions, loss or damage on account of anything done or omitted to have been done towards the development of the **Demised Plot**.

38. The **Sub-Lessor** undertakes to comply with all the covenants, representations, warranties and undertakings contained herein and the terms of said **Lease Deed**, and keep the **Sub-Lessee**, its employees, representatives, agents harmless and indemnified in this regard and also of all claims, actions, as may be brought by the **Sub-Lessor**, or any person claiming through him and for all losses, damages, penalties, attorney fee, etc., as may be suffered by the **Sub-Lessee** on account of any act or omission by the **Sub-Lessor**.



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39. 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 such breach or default, shall be under the 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 by a written notice 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.

40. 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 the 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.

41. The **Sub-Lessee** shall not in any manner encroach upon the common land areas and facilities not handed over to the **Sub-Lessee**. Any unauthorised encroachment, in any manner whatsoever, made by the **Sub-Lessee** shall be treated as default under clause 39 of this **Sub-Lease Deed**.

42. The **Sub-Lessor** shall not in any manner encroach upon the **Demised Plot** handed over to the **Sub-Lessee**. Any unauthorised encroachment, in any manner whatsoever, made by the **Sub-Lessor** shall be treated as default by the **Sub- Lessor** and shall be rectified as per procedure stated under clause 40 of this **Sub-Lease Deed**.



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43. 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 mail.

(a) Notices to the Sub-Lessor to:

Jaypee Sports International Limited
Sector - 128, Noida
NOIDA - 201304, District Gautam Budh Nagar (U.P.)

Attention: Mr. Sameer Gaur
Telephone No.: 0120-4609000
Email: sameer.gaur@jalindia.co.in

(b) Notices to the Sub-Lessee to:

M/s Imperia Homes Private Limited,
A-25, Mohan Co-operative Industrial Estate,
Mathura Road, New Delhi

Attention: Mr. Harpreet Singh Batra
Telephone No.: 011-46469999
Email: brajinder@imperiastructures.com

44. It shall be the responsibility of the Sub-Lessee and / or the subsequent sub-lessees, as the case may be, to inform YEA by Registered Post of all subsequent changes in their address, failing which all notices and other communications sent at their address shall be deemed to have been received by the Sub-Lessee or the subsequent sub-lessees, as the case may be.

45. It shall be the responsibility of the Sub-Lessor to notify any change in the registered office address to the Sub-Lessee or the subsequent sub-lessees, as



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the case may be, and till such time any change in the registered office is notified, all notices and other communications sent to the **Sub-Lessor** at the registered office specified hereinabove shall be deemed to have been duly received by it.

46. This **Sub-Lease Deed** constitutes the entire understanding of the terms and conditions between the **Parties** with respect to the sub lease of the **Demised Plot** to the **Sub-Lessee** and supersedes any or all prior oral or written discussions, representation, understanding, arrangement, communication or expression of intent, if any, between the **Parties** (including superseding the Memorandum of Understanding dated 31.12.2012 with its Group Company namely Imperia Structures Limited as per its letter dated 10.04.2013 - ~~relating to the Demised Plot and / or subject matter of this Sub-Lease Deed.~~ relating to the **Demised Plot** and / or subject matter of this **Sub-Lease Deed**. Phu-
K

47. If any provision or a 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.

48. 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**.

49. 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 15 (fifteen) days from the date of the notification of the dispute by one **Party** to the other, the dispute (s) shall be referred to arbitration of a sole arbitrator. The sole arbitrator shall be mutually appointed by the **Parties**. The arbitration proceedings shall be conducted in accordance with the Arbitration & Conciliation Act, 1996 or any re-enactment or



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**JAYPEE SPORTS INTERNATIONAL LTD.
SECTOR 128, NOIDA**

SCHEDULE OF PROPERTY

The Demised Plot having area as below:-

Plot No. GH-F3 = 20,234.50 Sqm. (approximately 5.00 Acres)

or thereabout at Sector 25, Jaypee Greens Sports City, SDZ, Yamuna Expressway Industrial Development Authority Area Distt. - G.B. Nagar (U.P.) and as demarcated on the Location Plan and bound as under:

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



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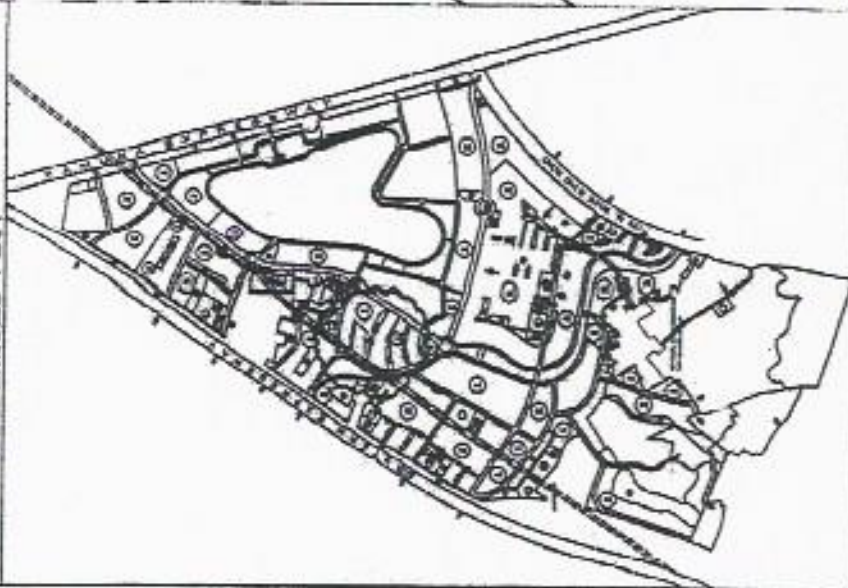
JAYPEE SPORTS INTERNATIONAL LIMITED

SECTOR 128, NOIDA

LOCATION OF DEMISED PLOT

ANNEXURE -II

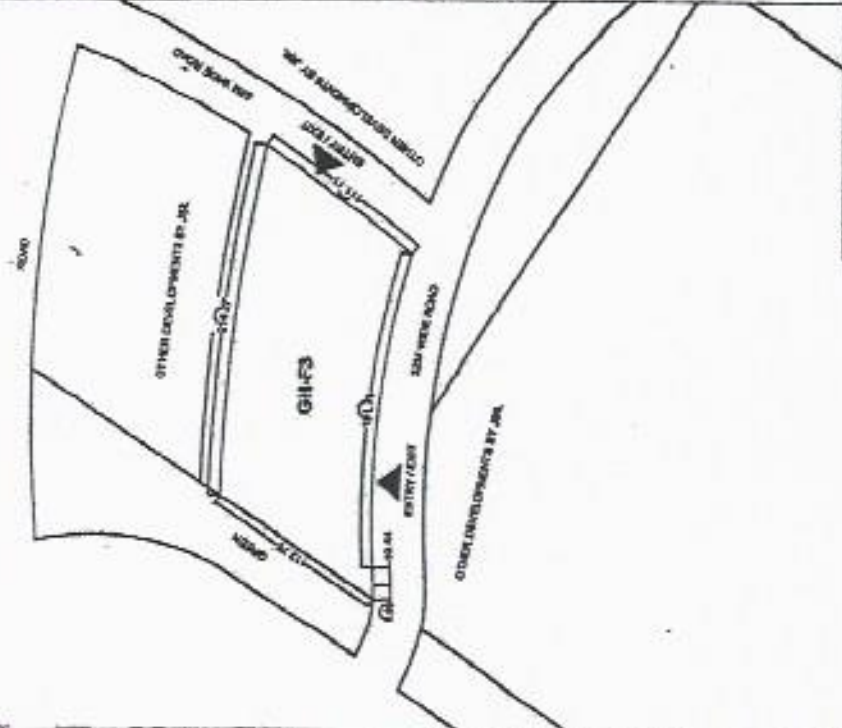
LAYOUT PLAN OF SUBJECT LAND
INCLUDING DEMISED PLOT



DETAILS OF DEMISED PLOT

DETAILS OF DEMISED PLOT
(As per Layout plan submitted to YEN)

For (Group Housing Plot) = 20234.50 sq. m (5.0 Acres),
TOTAL = 20234.50 sq.m (5.0 Acres)



Note: All dimensions are in meter.



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DEALT BY:
MEGHA BISHNOI

SCALE:-
N.T.S

TITLE:-
LOCATION PLAN OF DEMISED PLOT
SECTOR - 25, JAYPEE GREENS SPORTS CITY SDZ

JAYPEE GREENS
SPORTS CITY SDZ

CHECKED BY: *Raina Dora*
RAINA DORA

DATE
25-04-2013

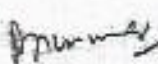


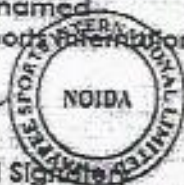
modification thereof for the time being in force. The venue of arbitration shall be New Delhi. The proceedings of arbitration shall be in English.

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

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

SIGNED AND DELIVERED BY
the within named
Jaypee Sports International Ltd.


Authorized Signatory

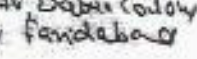


SIGNED AND DELIVERED BY
the within named
Imperia Homes Private Limited
Imperia Homes Pvt. Ltd.


Authorized Signatory

WITNESSES:

1. A. J. Kumar
2. T. P. An
At H-138 Gurgaon
2. J. A. An

Enclosures: Annexure-I : Schedule of Property 
Annexure-II : Location Plan



M/s Imperia Homes Pvt Ltd
Mothur Road New Delhi



पट्टा दाता

Registration No.: 10864

Year: 2,013

Book No.: 1

0101 जेपी स्पोर्ट्स इन्टरनेशनल लि0 द्वारा पी0एम0कुमार

सामदात

सी0-128 नीएडा जी0सी0नगर

नीसरी



आज दिनांक 03/05/2013 को

पृष्ठ सं 1 जिल्द सं 13175

पृष्ठ सं 267 से 312 पर कर्मांक 10864

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रार अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

3/5/2013

