



सत्यमेव जयते

INDIA NON JUDICIAL

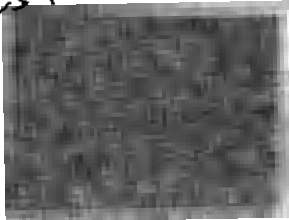
Government of Uttar Pradesh

e-Stamp

CERTIFICATE LOC



Certificate No. : IN-UP00414727705150M
 Certificate Issued Date : 12-JUN-2014 04:43 PM
 Account Reference : NONACC (BK)/ upbobbk02/ NOIDA2/ UP-GBN
 Unique Doc. Reference : SUBIN-UPUPBQBBK0200493559472235M
 Purchased by : GAURSONS REALTECH PVT LTD
 Description of Document : Article 23 Conveyance
 Property Description : 50 ACRES LAND PARCEL OF SEC 19 JAYPEE SPORTS CITY (E) YAMUNA EXPRESSWAY INDUS. DEV. AUTH. G B NAGAR
 Consideration Price (Rs.) : 250,00,00,000
 (Two Hundred Fifty Crore only)
 First Party : JAYPEE INFRA TECH LIMITED
 Second Party : GAURSONS REALTECH PVT LTD
 Stamp Duty Paid By : GAURSONS REALTECH PVT LTD
 Stamp Duty Amount (Rs.) : 12,81,39,000
 (Twelve Crore Eighty One Lakh Thirty Nine Thousand only)



Please write or type below this line.



For and on behalf of REALTECH PVT. LTD.

AUTHORISED SIGNATORY

000003997D

Statutory Alert:

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



SUB - LEASE DEED

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

BY AND BETWEEN

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".

AND

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

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

WHEREAS

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



For GAURSONS REALTECH PVT. LTD.

[Signature]
AUTHORIZED SIGNATORY

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"Lessor" or "YEA" is Jaypee Infratech Ltd. No. 116/77-04-08-65N/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 (herein after referred to as the "Expressway").

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

AND In terms of provisions of the Concession Agreement and "

Special Purpose Vehicle, namely Jaypee Infratech Limited ("JIL") for the Implementation of the Expressway project. All the rights and obligations of JAL under the Concession Agreement were transferred to JIL by an Assignment Agreement dated 19.10.2007 duly executed by and amongst YEA, JIL and JAL followed by Project Transfer Agreement dated 22.10.2007 executed between JAL and JIL and therefore JIL is now the Concessionaire.

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



2
For GAURSONS REALTECH PVT. LTD.

million square metres for construction, commercial, industrial, institutional and residential development of five or more locations along the Expressway, including 5 (five) million square metres of land of Noida/Greater Noida

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

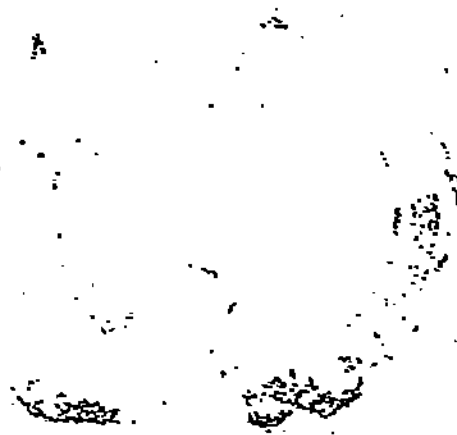
AND YEA granted unfettered rights in favour of JIL to sub-lease the whole or any part of the Subject Land, whether developed or undeveloped, and whether by way of plots or constructed properties or give on leave and license or otherwise dispose of its interest in the Subject Land or part thereof to any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

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

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



ORGANISATION KEY SIGNATURE
S. S. SINGH
S. S. SINGH



0101
Registration No.: 20325
Year: 2014
Book No.: 1



पृष्ठ संख्या

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

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

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

1. The Sub-Lessor, being the lawful lease holder of the Demised Plot, is competent to sub-lease the same to the Sub-Lessee in consideration of the payment of Premium of Rs. 250,00,00,000/- (Rupees two hundred fifty crores only) which has already been paid by the Sub-Lessee to the Sub-Lessor, the receipt of which the Sub-Lessor admits and acknowledges, and hereby transfers, conveys and assigns all its rights, title and interest in the Demised Plot in favour of the Sub-Lessee.

IN WITNESS WHEREOF, 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.

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

For GAURSONS REALTECH PVT. LTD.

SIGNATORY



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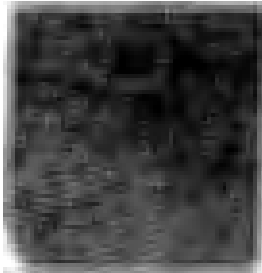
Registration No.: 20325

Year: 2014

Book No.:

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0201 १० गीताना निघाटेक माहितीसाठी एकाच
एकूणमात्र
२१-२२ दिवस निघाटेक माहिती-१५
आपरा



IN WITNESS WHEREOF, Parties
have hereunto set their hands and seals at the place and date
hereinafter written on the margin hereinafter appearing

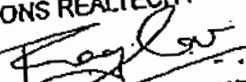
SIGNED AND DELIVERED BY
the within named
Jaypee Infratech Ltd.

For Jaypee Infratech Limited:


(Authorized Signatory)
Jt. Managing Director

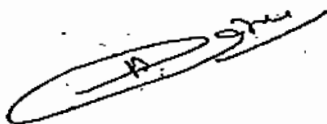
SIGNED AND DELIVERED BY
the within named
Gaursons Realtech Pvt Ltd

For GAURSONS REALTECH PVT. LTD.


(Authorized Signatory)

WITNESSES:

1. Akash
Sush. Abdul Rashid
E-403A, Jamnol-I
G. Noide.


2. Ashok Khare
Sush. O.P. Khare
Sec-128, Noide
G.B. Nagar

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

धारा-32, भारतीय स्टाम्प अधिनियम का प्रमाणक

वाद सं०-1920/2014

कम्प्यूटरीकृत वाद सं०-डी 20141127001920

धारा-31, भारतीय स्टाम्प अधिनियम, 1899 के सुसंगत प्राविधानों के अन्तर्गत मैसर्स गौडसन्स रियलटेक प्राइवेट लिमिटेड द्वारा प्रस्तुत आलेख में वर्णित सम्पत्ति-जे०पी०ग्रीन्स स्पोर्ट्स सिटी ईस्ट, पॉकेट-3, सेक्टर-19, स्थित ग्राम-मिर्जापुर व अच्छेजा बुजुर्ग (यमुना एक्सप्रेस-वे औद्योगिक विकास प्रा०) क्षेत्रफल-2,02,340 वर्गमीटर या 50 एकड़ के सम्बन्ध में आवश्यक विधिक कार्यवाही करने के उपरान्त, उपरोक्त वर्णित सम्पत्ति की कुल बाजार कीमत कलेक्टर स्टाम्प/अपर जिलाधिकारी (वि०/रा०) गौतमबुद्धनगर के आदेश दिनांक 04 जून, 2014 द्वारा अंकन-12,81,38,450/-रु० (बारह करोड़ इक्यास्सी लाख अड़तीस हजार चार सौ पचास रु०) अवधारित की गयी थी, जिसपर धारा-17 संपठित अनुच्छेद-23, अनुसूची-1ख, भारतीय स्टाम्प अधिनियम, 1899 तथा उत्तर प्रदेश स्टाम्प (सम्पत्ति का मूल्यांकन) नियमावली, 1997 के सुसंगत प्राविधानों के अन्तर्गत अंकन-12,81,38,450/-रु० (बारह करोड़ इक्यास्सी लाख अड़तीस हजार चार सौ पचास रु०) का स्टाम्प शुल्क देय पाया गया था जिसे इस लेखपत्र पर विधिपूर्वक पूर्ण अदा कर दिया गया है। अतएव यह लेखपत्र यथा विधि स्टाम्पित है।

जमा धनराशि का विवरण:-

ई-स्टाम्प सर्टिफिकेट नं०-IN-UP00414727705150M, dt.12-06-2014

अंकन-12,81,39,000/-रु० (बारह करोड़ इक्यास्सी लाख उन्नतालीस हजार रु०)

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



कलेक्टर स्टाम्प/अपर जिलाधिकारी (वि०/रा०)
गौतमबुद्धनगर।
16/06/2014

आज दिनांक 27/06/2014 को

वही सं. 1 जिल्द सं. 16236

पृष्ठ सं. 189 से 242 पर कमांक 20325

रजिस्ट्रीकरण किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

पृष्ठ सं. 189 से 242 पर कमांक 20325

रजिस्ट्रीकरण किया गया।

(तेज सिंह यादव)

उपनिवेशिक सचिव

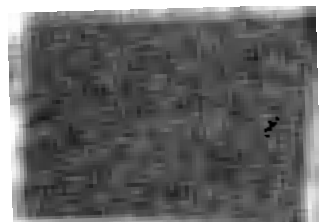
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Government of Uttar Pradesh

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CERTIFICATE LOCKED

Certificate No.	IN-UP00204395779572L
Certificate Issued Date	27/02/2015 02:14 PM
Account Reference	NOMADCO (PVT) 00000027NOMADCO/UP-GBN
Unique Doc. Reference	SUBIN-UP/PT/0000002791233278AL
Purchased by	GAURSONS REALTECH PVT LTD
Description of Document	Article 29 Conveyances
Property Description	80 ACRES LAND PARCEL DR SEC-19 JAYPES STADIUM CITY(2) YAMUNA EXPRESSWAY INDUS. DEV. AUTH. G.B. NAGAR
Consideration Price (Rs.)	250,00,000 (Two Hundred Fifty Crores only)
First Party	JAYPES INFRA TECH LIMITED
Second Party	GAURSONS REALTECH PVT LTD
Stamp Duty Paid By	GAURSONS REALTECH PVT LTD
Stamp Duty Amount (Rs.)	12,50,00,000 (Twelve Crores Fifty Lakhs only)



GAURSONS REALTECH PVT LTD
REGISTERED SIGNATORY

0000039985

236 650 000 000

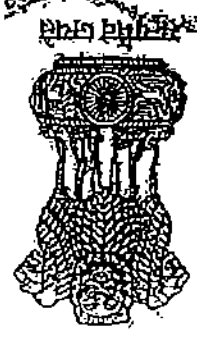
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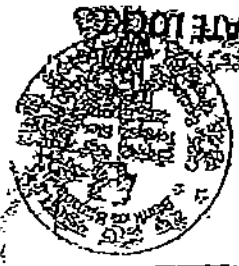
Certificate No.	Certificate Issued Date	Account Reference	Unique Doc. Reference	Placed by	Description of Document	Property Description	Consideration Price (Rs.)	First Party	Second Party	Stamp Duty Paid By	Stamp Duty Amount(Rs.)
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dwerg-a

Government of Uttar Pradesh

INDIA NON JUDICIAL

[illegible]

SUB - LEASE DEED

THIS SUB - LEASE DEED is made on this 24 day of December 2013 at

Noida.

BY AND BETWEEN

M/S. JAYEE 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 - 12B, Noida - 201304, U.P.
 [hereinafter referred to as the "Sub-lessor" or "SL"], which expression
 or term shall unless excluded by or repugnant to the context or
 meaning thereof, be deemed to include its legal heirs, executors, successors and
 legal representatives of the "SL".

AND

M/S. GOURANG KASHI PRATAP LTD. a company duly incorporated and
 validly existing under the provisions of the Companies Act, 1956 and
 having its registered office at D-2B, 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
 thereof, be deemed to include its legal heirs, executors, successors and
 legal representatives of the "SL".

the "Party" and collectively as the "Parties".

WHEREAS

The Government of U.P. constituted the Raj Expressway (National
 Development Authority, vide Gazette Notification No. 657 / 77 - 64 - 2001
 - 2 (N.D. 2001) dated 24th April 2001 under the U.P. Industrial Area
 Development Act 1974 (now amended to Industrial Expressway
 Development Authority (hereinafter referred to as the



"Lessor" or "YEA") vide G.O.P. 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 G.O.P. Notification No. 1165/77-04-08-65N/08 Lucknow dated 11th July 2008) Project which, inter alia, includes construction of six-lane, 160 Km long Yamuna Expressway with service roads and associated facilities connecting Noida and Agra (hereinafter referred to as the "Expressway").

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

AND in terms of provisions of the Concession Agreement and the directives of YEA, the then Concessionaire i.e. "JAL", incorporated a

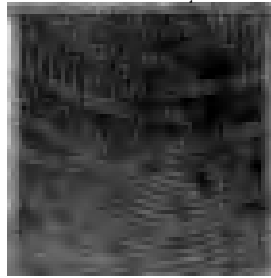
obligations of JAL under the Concession Agreement were transferred to JIL by an Assignment Agreement dated 19.12.2007 duly executed by and amongst YEA, JIL and JAL followed by Project Transfer Agreement dated 22.12.2007 executed between JAL and JIL and therefore JIL is now the Concessionaire.

AND in terms of the provisions of the Concession Agreement to fulfil its obligations, YEA agreed to transfer on lease to JIL Rs (Twenty Five)



For Gaurang Rastogi Pvt. Ltd.

Authorized Signatory



1923-1924

Registration No. 1923-1924

Year 1923-1924

Book No. 1

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kindly

the 1st of August

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1923-1924

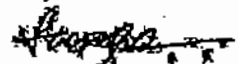
1923-1924

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

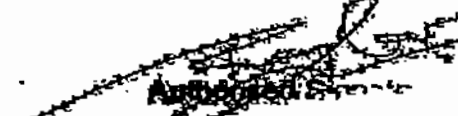
44. This Sub-Lease Deed shall be construed and interpreted in accordance with and governed by the laws of Union of India.
45. The local Court of Goulam Budh Nagar, Uttar Pradesh and Hon'ble High Court of Judicature at Allahabad shall have exclusive jurisdiction over all matters arising out of or relating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

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

SIGNED AND DELIVERED BY
the within named
Jaypee Infotech Ltd.


(Authorized Signatory)

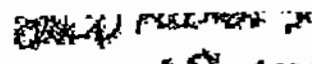
SIGNED AND DELIVERED BY
the within named
Goursons Realtech Pvt Ltd
For Goursons Realtech Pvt Ltd.


(Authorized Signatory)

1. 
Signed for Jaypee Infotech Ltd.
Sd/- Mr. R. P. Singh
Director, Jaypee Infotech Ltd.

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

2.


H-168-Phase-2, Gt. Rd.
Allahabad
H-168-Phase-2, Gt. Rd.



ਉਤਪੰਨ, ਸੁਖ, ਮਤੀ

NOTES OF THE PRESIDENT

1. Hebra Hebra Hebra

186 287 288 289 290

SECRET

09/07/60 2010



~~CONFIDENTIAL~~

1. Substitution

DATE: 09/04/2011 TIME: 11:23 AM

~~ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED~~

Ms. 26.59.000/1 - (संख्या बदलित) ता. १५ मार्च १९७२

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一、學習目的與意義

। ३ प्रत्यक्ष रूपेण लक्ष्य लक्ष्य लक्ष्य लक्ष्य

1. The first part of the paper is devoted to a discussion of the

॥ श्रीगणेशाय नमः ॥ ॥ श्रीगणेशाय नमः ॥ ॥ श्रीगणेशाय नमः ॥ ॥ श्रीगणेशाय नमः ॥ ॥ श्रीगणेशाय नमः ॥

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॥ श्रीगणेशाय नमः ॥

॥ श्रीगणेशाय नमः ॥

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