

4845



## SUB LEASE DEED

This Sub Lease Deed made on the 17<sup>th</sup> day of November, 2014 (Two thousand and fourteen)

### BETWEEN

**M/s Three C Green Developers Private Limited**, a special Purpose Company, within the meaning of Companies Act 1956, having its registered office at C - 23, Greater Kailash Enclave Part - 1, New Delhi - 110048, through its authorized signatory **Mr. Deepak Khurana, S/o Mr. C. Khurana, R/o D - 325, Sector - 47, Noida, Uttar Pradesh**, duly authorized by the Board of directors vide Resolution dated 30<sup>th</sup> July, 2014, hereinafter called the Lessee / transferor (which expression shall unless the context does not so admit, include Society representative, administrators and permitted assigns) of the first part.

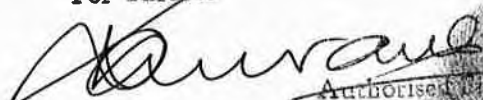
### AND

**M/s Piyush IT Solutions Private Limited**, (100% owned subsidiary company of **M/s Three C Green Developers Private Limited**), a Company within the meaning of Companies Act 1956, having its registered office at C-23, Greater Kailash Enclave Part - 1, New Delhi - 110048, through its authorized signatory **Sh. Vikas Anand S/o Sh. Deepak Anand R/o D - 1133, Sector - 49, Faridabad**, duly authorized by the Board of Directors vide resolution dated 30<sup>th</sup> July, 2014, hereinafter called the Sub- Lessee / transferee (which expression shall unless the context does not so admit, include Society representatives, administrators and permitted assigns) of the second part.

Whereas the Noida Authority (hereinafter referred to as Authority) has through a sealed two bid tender system awarded Sports City Plot No. SC-01-01, Sector - 78 & 79, Noida, admeasuring 7,27,500.00 sq. mtrs. to M/s Xanadu Estates Private Limited (consortium leader) vide allotment cum reservation letter no. Noida/Commercial/2011/478 dated 4<sup>th</sup> May, 2011 and corrigendum of allotment letter no. Noida/Commercial/2011/702 dated 24<sup>th</sup> June, 2011.

WHEREAS the lessee (transferor) is the lessee and in possession of the sports city Plot No. SC-01/C1, Sector - 79, Noida, part of the sports city Plot No. SC -01-01, Sector - 78 and 79, Noida admeasuring 3,04,209.30 sq. mtrs through lease deeds executed by Noida / lessor in favor of lessee and more fully detailed and described in the schedule hereunto for 90 years commencing from 24/10/2011.

For Three C Green Developers Pvt. Ltd.

  
Authorized Signatory

For Piyush IT Solutions Private Limited

  
Director/Authorised Signatory



WHEREAS at the request of lessee (transferor) of the above said sub divided sports city Plot No SC-01/C1, Sector – 79, Noida has allowed vide its approval letter no. Noida/Commercial/2014/1530 dated 16<sup>th</sup> September, 2014 to execute sub lease deed / transfer deed as per the terms and conditions of the brochure for the development and marketing through its 100% subsidiary companies in respect of its further sub divided plot no. **SC-01/C3, Sector – 79, Noida admeasuring 28,000.00 sq. mtrs** and the lessee / transferor hereby transfers conveys and assigns all its rights title and interest in the demise sub divided sports city plot no. **SC-01/C3, Sector – 79, Noida** in favor of sub lessee / transferee and the lessee / transferor has handed over the actual physical vacant possession of the demised sports city **Plot No SC-01/C3, Sector – 79, Noida.**

The sub lessee / transferee M/s Piyush IT Solutions Private Limited is 100% equity owned subsidiary company of M/s Three C Green Developers Private Limited (transferor).

AND WHEREAS the plot hereinafter described forms part of the land acquired under the Land ACQUISITION Act 1894 and will be developed by the Sub Lessee for the purpose of setting up Industrial Township.

AND WHEREAS the Lessee has agreed to demise and the Sub-Lessee has agreed to take on lease the said demise plot for development of Sports City for recreational, commercial and residential including group housing, subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out. Any activity, which creates noise pollution or air pollution or water/chemical pollution, shall not be allowed. All the allowed activities shall be only within the permissible Floor Area Ratio (F.A.R.). It shall entirely be the responsibility of the sub lessee to obtain all statutory clearances from the concerned Authorities for his functioning. Sub lessee shall not be responsible for any consequences arising out of failure of the lessee to receive any such statutory clearance.

The sub lessee shall carry out development as per norms specified in the Building Regulations and Directions of the Authority and as per layout plan duly approved by the Authority.

#### LAND USE OF SPORTS CITY

The permissible broad break-up of the total area under SPORTS CITY for different land uses shall be as under:

- A. Recreational (Sports, Institutional & Other Facilities and open areas) not less than 70%
- B. Commercial not more than 2%
- C. Residential including Group Housing (1650 persons per hectare on residential / group housing area only) 28%

For Three C Green Developers Pvt. Ltd.

  
Authorized Signatory

For Piyush IT Solutions Private Limited

  
Director/Authorized Signatory

338,100,000.00 10,000.00 80 10,080.00 4,000

उप पट्टा विलेख

(90 वर्ष )

प्रतिफल

मालियत

ओसत वार्षिक किराया

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

श्री

M/s Piyush IT Solutions Pvt Ltd द्वारा सिगनेटरी विकास आनन्द

पुत्र श्री

दीपक आनन्द

व्यवसाय नौकरी

निवासी स्थायी

डी-1133, सेक्टर-49, फरीदाबाद

अस्थायी पता

उक्त

ने यह लेखपत्र इस कार्यालय में

दिनांक

18/11/2014

समय

12:55PM

बजे निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

बी०के०यादव

उप-निबंधक तृतीय

नौएडा

18/11/2014

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

पट्टा दाता

पट्टा गृहीता

श्री M/s Three C Green Developers Pvt

Ltd द्वारा दीपक खुराना

पुत्र श्री सी० खुराना

पेशा नौकरी

निवासी डी-325, सेक्टर-47, नौएडा

श्री M/s Piyush IT Solutions Pvt Ltd द्वारा

सिगनेटरी विकास आनन्द

पुत्र श्री दीपक आनन्द

पेशा नौकरी

निवासी डी-1133, सेक्टर-49, फरीदाबाद

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री राजेन्द्र कुमार

पुत्र श्री अर्जुन सिंह

पेशा नौकरी

निवासी एच-288/8ए संगम विहार नई दिल्ली

व श्री

राजेन्द्र सिंह

पुत्र श्री

पुनर् सिंह

पेशा नौकरी

निवासी जी-86, सेक्टर-22, नौएडा

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

बी०के०यादव

उप-निबंधक तृतीय

नौएडा

18/11/2014

Considering the above land use pattern following planning norms shall be applicable -

1. Maximum permissible ground coverage of the entire land shall be 30%
2. Maximum permissible FAR on total land shall be 1.5.
3. FAR & Ground Coverage in recreational land uses shall be as per prevailing bye-laws.
4. Permissible FAR for land use shall be allowed in the entire area within set back lines.
5. There shall not be any restrictions on the ground coverage and FAR in Residential including Group Housing and Commercial land use within the overall permissible limit of 30% ground coverage and 1.5 FAR on total land.
6. Ground coverage and FAR permissible for commercial use can be utilized for recreational and residential (group housing activities).
7. Unutilized portion of FAR on recreational component on completion of sports, institutional, other facilities and open areas can be utilized towards residential developments.
8. The open/green areas on the recreational component (i.e. sports activities such as Golf Course stadium etc, and open spaces) will be considered as open/green areas for entire land.

**I. NOW THIS SUB LEASE DEED WITNESSTH AS FOLLOWS -**

That in consideration of the premium of **Rs. 33,81,00,000/- (Rupees thirty three crores and eighty one lacs only)** out of which **Rs. 3,38,10,000/- (Rupees three crores thirty eight lacs and ten thousand only)** have been paid by the sub lessee to the Lessee (the receipt thereof the Lessee hereby acknowledges) and the balance **Rs. 30,42,90,000/- (Rupees thirty crores forty two lacs and ninety thousand only)** which will be directly paid by the sub-Lessee to the lessee.

No separate notices for deposit of the installment/ lease rent shall be issued by Authority. The SUB-LESSEE shall ensure that the due installments along with interest are deposited on the due date or the previous working day if the due date is a bank holiday.

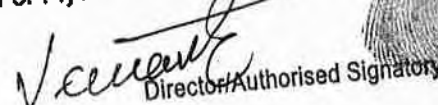
In case of failure to deposit the due installment by the due date, the Authority may cancel the sub lease. However, in exceptional circumstances, an extension of time for payment of an installment can be permitted subject to payment of interest @ 14% p.a. (11% normal interest + 3% penal interest) compounded half yearly on the defaulted amount and for the defaulted period.

Provided further that Lessee shall accept all payments rendered otherwise by the Sub-Lessee but of the payments made by the Sub-Lessee shall first

For Three G Green Developers Pvt. Ltd.

  
Authorized Signatory

For Piyush IT Solutions Private Limited

  
Director/Authorized Signatory

पट्टा दाता

Registration No.: 4845

Year : 2,014

Book No. : 1

0101 M/s Three C Green Developers Pvt Ltd द्वारा दीपक

सी0 खुशना

डी-325, सेक्टर-47, नोएडा

नौकरी



adjusted towards the interest due, if any, and thereafter, the balance shall be adjusted towards the lease rent payment along with the due interest and the balance, if any, shall be adjusted towards the due installments.

And also in consideration of the yearly lease rent hereby reserved and the covenants, provisions and agreement herein contained on the part of the

Sub-Lessee to be respectively paid, observed and performed, the Lessee doth hereby demise on lease to the Sub-Lessee, all that plot of land numbered as Sports City **Plot No. SC - 01/C3** situated in **Sector -79**, New Okhla Industrial Development Area, District Gautam Budh Nagar contained by measurement **28,000.00 square meters** and bounded -

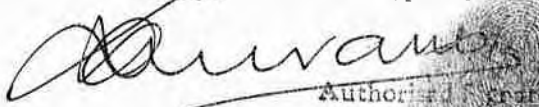
ON THE NORTH BY	:	As per site
ON THE SOUTH BY	:	As per site
ON THE EAST BY	:	As per site
ON THE WEST BY	:	As per site

To hold the said plot (hereinafter referred to as 'the demised premises') with their appurtenances unto the sub-lessee to the term of Ninety years on "**AS IS WHERE IS BASIS**" commencing from , **24<sup>th</sup> October, 2011** on the terms and conditions as given below :-

In addition to the premium of plot, the sub-lessee shall have to pay an yearly ground rent/ lease rent in the manner indicated below :-

- (i) The ground rent/ lease rent @ Re 1/- per sqm. per year for the first three years from the date of execution of the lease deed.
- (ii) Thereafter, the ground/lease rent shall be charges @ 1% p.a. of the total premium of the plot for next seven years of the first ten years. After ten years from the date of execution of the lease deed, the lease rent will be increased @ 50% and that rate will be applicable from the next ten years and this process will continue for future. Sub-Lessee can deposit one time lease rent equivalent to eleven time the lease rent calculated @ 1% per annum, subject to the clearance of the arrears of the lease rent, if any. Supplementary deed shall be executed after expiry of every 10 years.
- (iii) In case of failure to deposit the due lease rent by the due date, interest will be charged @ 14% p.a. (11% normal interest + 3% penal interest) compounded half yearly, on the defaulted amount and for the defaulted period.
- (iv) For the purposes of this document, the date of issue of the allotment letter shall be treated as the date of allotment and the date of execution of the lease deed shall be treated as the date of taking over of possession.

For Three C Green Developers Pvt. Ltd.

  
Authorized Signatory

For Piyush IT Solutions Private Limited

  
Director/Authorized Signatory

## पट्टा गृहीता

Registration No. : 4845

Year : 2,014

Book No. : 1

0201 M/s Piyush IT Solutions Pvt Ltd द्वारा सिगनेटरी विक

दीपक आनन्द

डी-1133, सेक्टर-49, फरीदाबाद

नौकरी

*V. Anand*



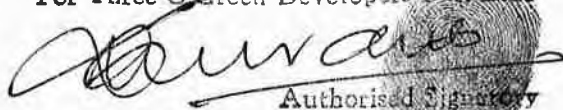


- (v) The Sub-Lessee shall have the option to pay 11 (eleven) years lease rent @ 1% per annum as one time lease rent or as per prevailing policy of the Authority at the time of deposit.

**II. AND THE SUB LESSEE DOTH HEREBY DECLARE AND COVENANT WITH THE LESSEE THAT ALL THE TERMS & CONDITIONS MENTIONED IN THE LEASE DEEDS IN FAVOR OF LESSEE DATED 24/10/2011 MUTAS MUTANDIS APPLY ON SUB LESSEE IN THE SAME MANNER AS THEY ARE BINDING ON SUB LESSEE –**

- (a) THAT the Sub-Lessee will pay to the Lessee the balance of the premium in the installments mentioned in clause I above by the dates mentioned therein. If the Sub-Lessee shall fail to pay any installment by due date of payment thereof, he shall thereafter pay the same with interest as mentioned in clause (1) above on the installment in arrears from the due date till the date of payment provided that failure to pay three consecutive installments the Lessee may determine this sub lease with penalties and consequences thereof.
- (b) That the Sub-Lessee will pay unto the Lessee at its office on as otherwise directed the said yearly lease rent, clear of all deductions on the days and in the manner herein appointed for payment thereof and if the said yearly lease rent or part thereof remains in arrears, the Lessee shall be entitled to recover the same with 14% interest per annum compounded every half year. All arrears whatever shall be recoverable as arrears.
- (c) The Sub-Lessee will bear, pay and discharge all rates, assessments of every descriptions which during the said term to be assessed, charged or imposed upon either on the occupier in respect of demised premises or the buildings to be erected there upon.
- (d) That Sub-Lessee will obey and submit to all direction issued or regulations made by the Authority now existing or hereafter to exist so far as the same as incidental to the possession of immovable property so far as they affect the health, safety or convenience of the other inhabitants of the place.
- (e) The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of a scheduled Bank/Govt. organization/financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. The Sub-lessee should have valid time period for construction as per terms of the lease deed/ sub – lease deed or have obtained valid extension of time for construction and should have cleared upto date dues of the plot premium and lease rent.

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Authorized Signatory

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- (f) The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of a scheduled Bank/Govt. organization/financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. The Sub-lessee should have valid time period for construction as per terms of the lease deed/ sub – lease deed or have obtained valid extension of time for construction and should have cleared upto date dues of the plot premium and lease rent.

The Sub-lessee will submit the following documents:

1. Sanction letter of the scheduled Bank/Govt. organization/financial institution approved by the Government of India.
2. Clearance of upto date dues of the Authority.

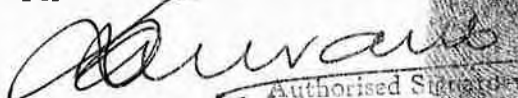
LESSEE shall have the first charge on the plot towards payment of all dues of Lessee.

Provided that in the event of sale or foreclosure of the Mortgaged/charged property, the Lessee shall be entitled to claim and recover such percentage, as decided by the Authority, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge. The decision of the Authority in respect of the market value of the said land shall be final and binding on all the parties concerned.

The Lessee's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency from a court of law.

- (g) The construction of the building and development on the plot shall have to be done as per development norms, controls prescribed under the scheme/ building regulations & directions of the Authority and only after the prior approval of the building plans by the Authority.
- a) All the infrastructural services shall have to be provided by the sub-lessee within the plot area only.
  - b) All clearances/approvals must be obtained by the sub-lessee from the respective competent statutory authorities prior to the commencement of the construction work.
  - c) Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory authority(ies).

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For Piyush IT Solutions Private Limited

  
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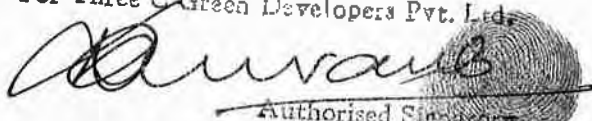


- d) All other provisions, not specified above, shall be in accordance with the Building Regulations and Directions of the Authority and the amendments made therein from time to time.
- (h) The Sub-Lessee shall be required to complete the construction of minimum 15% of the permissible area earmarked for sports, institutional & other facilities within a period of 3 years from the date of execution of Lease Deed and shall complete the project in phases within 5 years. However, the residential and commercial development/ construction may be completed in phases within 7 years. Further more, the sub-lessee has to develop residential and commercial component in the project in proportion to area earmarked for recreational uses. However, extension in exceptional circumstances can be granted by NOIDA, on payment of extension charges applicable as per prevailing policy at the time of granting such extension. Delays due to encroachment, force majeure, legal issues like stay orders etc. shall be considered for extension. The construction on the land shall have to be done as per the controls prescribed under these Terms and Conditions and the building regulations and directions of the Authority.
- (i) The sub-lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development/ constructions, subsequent maintenance of the building and services, till such time as the alternate agency for such work is identified and legally appointed by the Sub-Lessee after prior written approval of the Authority.
- (j) The Sub-Lessee shall indemnify the Lessee / Authority against all disputes arising out of -
- (i) The non-completion of the project.
  - (ii) The quality of development, construction and maintenance.
  - (iii) Any legal dispute arising out of allotment/lease to the final purchaser(s)
- (k) The sub-lessee can transfer the whole plot and the buildings constructed thereon with the prior permission of the Lessee / Authority, after payment of transfer charges as per the prevailing policy of the Authority. However, The right to reject any such transfer application without assigning any reason whatsoever shall always be vested in the Authority.

In addition to the transfer charges as per prevailing policy of the Authority, the sub-lessee shall also pay an amount of Rs. 10,000/- towards the processing fees.

All the terms and conditions of the brochure, the allotment, the

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Authorized Signatory

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Director/Authorized Signatory



permission for grant of transfer, lease deed etc. shall be binding on the sub-lessee, as well as the transferee(s).


No transfer charges shall be payable in case of transfer between son, daughter, husband, wife, mother, father and vice-versa. However, processing fee of Rs.10,000/- will be payable on such transfer.

Change in Constitution will be permitted as per prevailing policy of the Authority and as per terms and conditions of the brochure of the scheme.

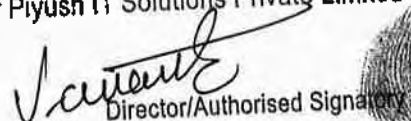
No transfer charges shall be applicable if built up space of commercial plot is transferred within two years from the date of issuing of the completion certificate by the Authority. Thereafter, the transfer charges shall be payable on a pro-rata basis as applicable. In addition to the transfer charges, an amount of Rs.10,000/- shall also be payable against the processing fee. The sub-lessee will be permitted to transfer the built-up space on the fulfillment of the following conditions -

- i) The sub-lessee has made full payment of the plot premium along with interest thereon and the up-to-date lease rent along with interest, if any, due thereon.
- ii) The lease deed / sub lease deed as per rules has been duly executed.
- iii) The sub-lessee has obtained the building completion certificate from the Authority.
- iv) The sub-lessees/transferees undertake to put to use the premises for the original permissible use only and the premises being transferred are as per completion certificate and are not part of any common area.
- v) The sub-lessee shall also execute a sub-lease deed between Authority, sub-lessee and proposed transferees (sub-lessees). The sub-lessees shall also ensure adherence to the building regulations and directions. All the terms and conditions of the allotment and lease deed shall be applicable and binding on transferee/sub-lessees as well.
- vi) The transferees/sub-lessees shall also be required to pay pro-rata lease rent as applicable. The transferees/sub-lessees shall be required to make the built-up space functional within one year from the date of sub-lease and submit sufficient documents to the Authority in proof thereof. Thereafter, extension charges, as applicable, shall be payable.
- vii) All the terms and conditions of the brochure, allotment, permission for grant of transfer, lease deed etc. shall be applicable on the sub-lessee as well as all transferees (sub-lessees).

For Three C Green Developers Pvt. Ltd,

  
Authorised Signatory

For Piyush IT Solutions Private Limited

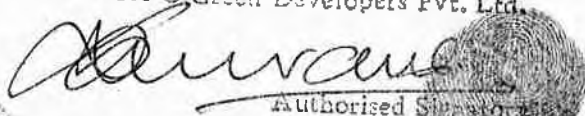
  
Director/Authorised Signatory





- viii) The lessee, sub-lessee are not eligible for any preferential allotment of the residential plot or house under various scheme of Authority.
- (l) The sub-lessee(s) (transferee) shall not use the Sports City plot for any purpose other than for which the plot is allotted. In case of violation of any allotment condition, the allotment shall be liable to be cancelled and the possession of the premises along with the structures thereon, if any, shall be resumed by the Lessee / Authority.
- (m) The sub-lessee(s)/transferee(s) will be liable to pay all rates, taxes, charges and assessment of every description imposed by any authority empowered in this behalf from time to time, in respect of the plot and the buildings constructed thereon.
- (n) If the sub-lessee(s)/Transferee(s) fail to deposit the due money/installment within the given time or such extended period as is allowed by the Authority or commit any breach of the terms and conditions as laid down in this brochure, allotment letter, lease deed, the allotment/lease may be cancelled/determined and 30% of the total premium of the plot or the premium/installments deposited till then along with lease rent, interest, extension charges etc. deposited, whichever is less, shall be forfeited in favour of the Authority. Balance amount, if any, after forfeiting the amount as indicated above, will be refunded without interest. Possession of the plot, along with the structures, if any, thereon, shall be resumed in favour of the Lessee / Authority as the case may be and the sub-lessee shall not be entitled to claim any compensation for the same.
- (o) The allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the sub-lessee, the allotment of plot will be cancelled and/or lease will be determined, as the case may be. In addition, the entire money deposited by the sub-lessee and sub-lessee(s)/Transferee(s) shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall be taken.
- (p) The Authority reserves the right to all mines, minerals, coals, washing golds, earth, oils, quarries, etc. in, over or under the allotted plot and full rights and powers at any time to do all the acts and things, which may be necessary or expedient for the purposes of searching, for working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the allotted plot or for any building/structure standing thereon, provided always that the Authority shall make reasonable compensation to the sub-lessee for any damages directly occasioned by the exercise of the rights hereby reserved. The decision of the Authority on the

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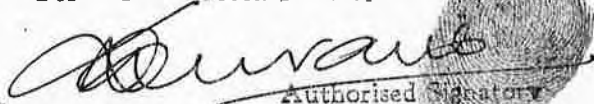


amount of such compensation will be final and binding on the sub-lessee and all the sub-lessee(s)/Transferee(s).

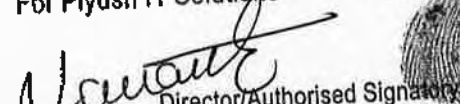
- (q) The sub-lessee shall make all such arrangements as are necessary for the maintenance of the buildings and common services on the allotted plot. If the buildings and common services are not maintained properly, the Authority shall have the right to get the maintenance done and recover the amount so spent from the sub-lessee. The sub-lessee(s)/Transferee(s) will be personally and severely liable for the payment of the maintenance amount. In case of any default in the payment of the maintenance amount, the dues will be recovered from the sub-lessee(s)/Transferee(s) as arrears of land revenue.
- (r) No objection will be entertained on the subject of amount spent on maintenance of the buildings and common services on the allotted plot and the decision of the Authority shall be final and binding on the lessee and all the sub-lessees (transferees).
- (s) The sub-lessee shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent authorities at his own expenses.
- (t) The sub-lessee shall keep the demised premises and buildings; the available facilities and surroundings etc. in a state of good and substantial repairs, safe, neat & clean and in good and healthy sanitary conditions to the satisfaction of the Authority and to the convenience of the inhabitants/occupants of the place.
- (u) The sub-lessee shall abide by all the regulations, bye-laws, directions and guidelines of Authority framed/issued under the U.P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules, from time to time.
- (v) In case of non-compliance of these terms & conditions and any other directions of Authority, Authority shall have the right to impose such penalty as it may consider just and/or expedient.
- (w) The sub-lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings, except at a place specified for this purpose by Authority.
- (x) In addition to the other specific clauses relating to the cancellation of the lease deed, the Authority will be free to exercise its right of cancellation of lease/allotment in the following case-

- (1) If the allotment is obtained through misrepresentation, by suppression of material facts, mis-statement and/or fraud.

For Three C Green Developers Pvt. Ltd.

  
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For Piyush IT Solutions Private Limited

  
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- (2) Any violation by the sub-lessee(s)/ Transferee(s), of the directions issued or of the rules and regulations framed by Authority or by any other statutory body.
- (3) In case of default on the part of the sub-lessee or any breach/violation of the terms and conditions of the tender, allotment, lease deed and/or non-deposit of the allotment / premium amount / instalments, lease rent etc.

If the allotment is cancelled on the grounds mentioned in para (1) above, the entire amount deposited by the lessee and sub-lessee(s) / Transferee(s) till the date of cancellation, shall be forfeited by the Authority and no claim, whatsoever, shall be entertained in this regard.

If the allotment is cancelled on the grounds mentioned in paras (2) or (3) above, amount equivalent to 30% of the total premium of the plot shall be forfeited and the balance, if any shall be refunded without any interest and no separate notice to the lessee and sub-lessee(s)/Transferee(s) shall be given in this regard. After forfeiture of the amount as stated above, possession of the plot will be resumed by the Lessee/Authority, along with the structures thereupon, If any, and the sub-lessee(s)/Transferee(s) will have no right to claim any compensation thereof.

**III. AND IT IS MUTUALLY AGREED AND DECLARED BY IN BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWING -**

1. That the Sub-Lessee will not erect or permit to be erected on any part of the demised premises any stable, sheds or other structures of description whatsoever for keeping horses, cattle, dogs, other animals except and in so far as may be allowed by the Authority in writing.
2. That the Sub-Lessee shall not exercise his/her/their/its option for determining the lease nor hold the Authority responsible to make good the damage if by fire, tempest, flood or violence of army or of a mob or other irresistible force any material part of the demised premises wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
3. If the Sub-Lessee does not abide by the terms and conditions of the lease and building bye-laws or any other rules framed or directions issued by the Authority the lease may be cancelled by the Authority and the possession of the demised premises may be taken over by the Authority followed by forfeiture of deposits as per prevailing policy.
4. Notwithstanding anything contained hereinbefore if there shall have been in the opinion of the Authority (whose decision shall be final and binding) any breach by the Sub-Lessee or any person claiming through or under him/her/their/its, of any of the covenants or conditions hereinbefore contained and on his/her/their/its part to be observed

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and performed and in particular and without prejudice to the generality of the sub-clause, if the Sub-Lessee transfers, relinquishes, mortgages or assigns the whole or part of the demised premises it shall be lawful for the Authority without prejudice to any other right or action of the Authority in respect of any breach of agreement to re-enter the demised premises or any part thereof in the name of whole and determine this demise and thereupon if:

5. At the time of re-entry, if the demised premises has not been occupied by the Sub-Lessee by way of constructing a building thereon the Authority may re-allot the demised premises and entire deposited amount shall stand forfeited in favour of the Authority.
6. At the time of re-entry if the demised premises are occupied by any building constructed by the Sub-Lessee there on the Sub-Lessee shall within a period of three months from the date of re-entry remove from the demised premises all erection of building, fixtures and fittings which at any time and during the term shall be affixed or set up within or upon the said premises and leave the said premises in as good a condition as it was on the date of demise, in default where of the same shall become the property of the Authority without payment of any compensation to the Sub-Lessee for the land and building, fixtures, things before within the period herein specified the demised premises shall be re-allotted.

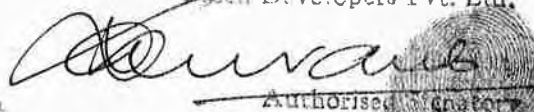
Provided that the Authority may at its option to purchase the said erection buildings and fixtures upon the plot after making the payment to the Sub-Lessee in price thereof as may be mutually agreed upon.

7. Any losses suffered by the Authority on a fresh grant of demised premises or breaches of conditions aforesaid on the part of the Sub-Lessee or any persons claiming through or under him shall be recoverable by the Authority from the Sub-Lessee.
8. The Chief Executive Officer of the Authority may exercise all powers exercised by the Authority under this lease. The Authority may also authorize any of its other officers as he deems fit.

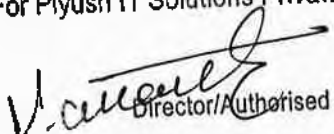
PROVIDED that the expression Chief Executive Officer shall include the Chief Executive Office for time being or any other officer who is entrusted by the Authority with the functions similar to those of Chief Executive Officer.

9. The entire legal expenses of execution of this Sub-Lease Deed including Stamp Duty and registration charges shall be borne by the sub-lessee. In the same.
10. Any relaxation, concession or indulgence granted by the Authority to the Sub-Lessee shall not in any way prejudice the legal right of the Authority.
11. The Chief Executive Officer or the Authority reserve the right to make such additions and alterations or modifications in these terms and conditions as may be considered just or/and expedient.

For Three C Green Developers Pvt. Ltd.

  
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For Piyush IT Solutions Private Limited

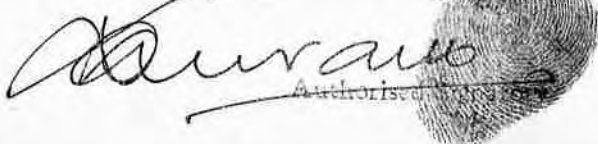
  
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12. In the event of any dispute between Authority and the lessee and sub-lessee(s)/transferee(s), the same shall be subject to the territorial jurisdiction of the Civil Court of District Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Allahabad.
13. If due to any "FORCE MAJEURE" or circumstances, beyond Lessee's control the Lessee is unable to deliver possession of allotted plot, entire registration money or the deposits depending on state of allotment will be refunded without interest.
14. (a) In case of the clarification or interpretation regarding terms and Conditions of this sub-lease and brochure of the scheme which forms part of this sub-lease, the decision of the Authority shall be final and binding on all the sub-lessee(s)/ Transferee(s).  
(b) All conditions of Brochure of the scheme and allotment letter, even if not specifically mentioned in this lease deed, shall be treated as part of lease and binding upon the sub-lessee.
15. If the sub-lessee commits any act of omission on the demised premises resulting in any nuisance, it shall be lawful for the Authority to ask the sub-lessee to remove the nuisance within a reasonable period, failing which the Authority shall itself get the nuisance removed at the sub-lessee's cost and charge the damages from the sub-lessee during the period of subsistence of the nuisance.
16. The sub-lessee(s)/Transferee(s) shall be liable to pay all taxes, charges leviable from time to time by the Authority or any other statutory body duly empowered to levy to taxes/charges.
17. All notices, orders and other documents required under the terms of allotment/lease etc. shall be govern by the provisions of the U.P. Industrial Area Development Act, 1976 and the Rules & Regulations made thereunder.
18. All the arrears due from the sub-lessees (transferees) to the Authority or any other statutory authority are recoverable as arrears.
19. That the Lessee hereby covenant that sub-lessee(s)/Transferee(s) shall enjoy quiet possession of the demised premises without any disturbance by it or its successors in the interest of any other person claiming title paramount thereto.
20. The sub-lessee shall not be allowed to assign or change his role in the project, in anyway, till the completion of the project, without the prior written permission of the Authority. In case of any violation of this, the lease shall be cancelled and entire money deposited shall be forfeited.
21. The Authority, in the larger public interest, may take back the possession of the allotted plot and the buildings, if any, on it, by making payment at the prevailing rates and the decision of the Authority in this regard, including the decision regarding the prevailing rates, shall be final and binding on the sub-lessees (transferees)
22. The sub-lessee shall abide by all the regulations, bye-laws, directions and guidelines of the Authority framed/ issued under the brochure and

For Three C Green Developers Pvt. Ltd.

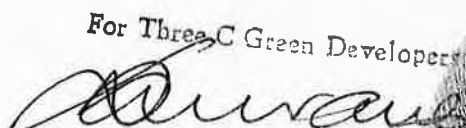
  
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For Piyush IT Solutions Private Limited

  
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- U.P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules applicable from time to time.
23. The sub-lessee shall also not display or exhibit any advertisement or placed in any part of the exterior wall of the buildings, except at a place specified for this purpose by the Authority.
  24. In case of non-compliance of these terms and conditions, and any directions of the Authority, the Authority shall have the right to impose such penalty as it may consider just and/or expedient.
  25. The sub-lessee shall plan development of SPORTS CITY by adhering to the land use percentages as mentioned in the brochure.
  26. Composite Floor Area Ratio (**FAR**), of **1.5** on the total gross area of the allotted land will be permissible, which is fungible / transferable in different land use components as prescribed
  27. The obligations of the developer with respect to the development of sports, institutional & other facilities are prescribed in this document.
  28. Subject to provision of Master Plan and regulation of Authority -
    - The sub-lessee shall be entitled to sub-lease the sports, other facilities and institutional activity, with prior approval of Authority.
    - Commercial and residential area can be sub-leased without any approvals on tripartite agreement basis.
    - The transfer of whole plot and sub-lease of built up space shall be governed by the transfer policy prevailing at the time of such transfer or sub-lease of built up space.
    - Without obtaining the completion certificate the sub-lessee shall have the right to sub-divide the allotted plot into suitable smaller plot as per the planning norms of the Authority only for the area available for residential & commercial use and to transfer the same to the interested parties, if any, with the prior approval of the Authority on payment of transfer charges at the rate prevailing on the date of transfer. However, the area of each of such sub-divided plot should not be less than 8,000 sq. mtrs.
    - The allotment of land by the Authority shall be on lease basis, however, in future it can be converted in free hold as per the terms and conditions specified by the Authority.
    - Multiple renting shall be admissible to the sub-lessee as per prevailing policy.
    - The Sub-lessee shall make necessary arrangements of finances for development of SPORTS CITY to the satisfaction of Authority.
    - The sub-lessee shall make necessary arrangements for designing, engineering, and construction of the Project in accordance with the provisions of the Master Plan and regulations of the Authority.
    - The sub-lessee shall adhere to Government policies and relevant codes of BIS/IS relating to disaster management and energy conservation in land use planning and construction works.
    - The sub-lessee shall obtain applicable permits/sanctions/approvals etc. from relevant Government agencies or local bodies or other authorities, as applicable. The Authority shall assist and facilitate the

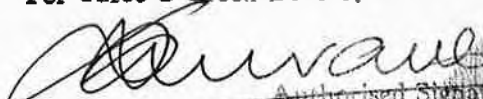
For Three C Green Developers Pvt. Ltd.  
  
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Director/Authorised Signatory

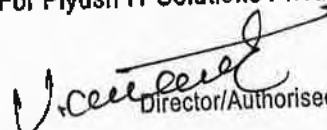


- sub-lessee to procure the sanction/approval/ license etc. expeditiously
- Various incentives/ concessions including waiver of stamp duty etc. shall be admissible to the sub-lessee as per the State Govt. policy from time to time.
  - After the written approval of the Authority, the sub-lessee can implement/develop the project through its multiple subsidiary companies in which the allottee/sub-lessee company shall have minimum 90% equity share holdings (such subsidiaries are exempted from stamp duty for transaction between parent company and subsidiary company under the provisions of Indian Stamp Act as per State Government notification).
  - The sub-lessee/allottee who develop the project through its subsidiary company shall be entitled for sub leasing the portion of allotted/leased land/built-up area in favour of the subsidiary companies and the first transfer by such subsidiary company, of the said allotted/leased land/built-up area which is being developed or proposed to be developed by the subsidiary shall be without any transfer charges. However, for subsequent transfer/sub-lease, transfer charges as per prevailing policy (at the time of transfer) of the Authority shall be payable.
  - For the first transfer of land/built-up area through sub-lease no additional charges or transfer charges shall be payable by sub-lessee to Authority or any other authority.
  - The subsidiary company(ies) in whose favour sub lease deed is permitted shall be entitled to mortgage the portion of land which is being developed by them, as per rules of the Authority.
  - Areas are tentative and can be increased or decreased at the time of handing over of possession. If any un-resumed land falls within the area on offer, efforts will be made to resume it or to shift elsewhere.
  - The allottee/sub-lessee shall abide by the suggestions of State Government if any, in the master plan of Authority.
  - Sub lease of land / built-up area shall be allowed on the basis of approved layout and building plans by Authority.
29. The Authority reserves the right to make such additions / alternations or modifications in the terms and conditions of allotment/lease deed/sub lease deed from time to time, as may be considered just and expedient.
30. In case of any clarification or interpretation regarding these terms and conditions, the decision of the Authority shall be final and binding.
31. The Lease Deed/allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this act.

For Three C Green Developers Pvt. Ltd,

  
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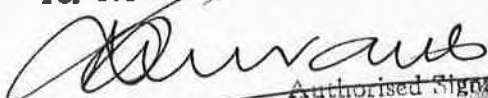
For Piyush IT Solutions Private Limited


  
Director/Authorized Signatory



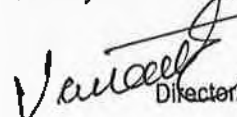
32. The Authority will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
33. The lessee shall be liable to pay all taxes/ charges livable from time to time by the Authority or any other authority duly empowered to levy the tax/charges.
34. Commercial premises/ residential premises as per the plans of the allottee approved by Authority shall be used for commercial/residential purpose only. In case of default, the lease deed is liable to be cancelled and the Lessee/ Sub- lessee(s) will not be paid any compensation thereof.
35. Other buildings earmarked for community facilities shall not be used for purposes other than community requirements.
36. All arrears due to the Authority /Lessee(s) would be recoverable as arrears of land revenue.
37. The Authority in larger public interest may take back the possession of the land/building by paying a reasonable(s) compensation. The decision in this regard shall be final and binding on the lessee/sub-lessee(s).
38. In case the Authority is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee as per the prevailing policies of Authority.
39. This sub lease deed is exempted for payment of stamp duty vide Finance Department Notification No. M-599/X-501 dated March 25, 1942 issued by State Govt. in exercise of the powers conferred by clause (a) of section 9 of the Indian Stamp Act 1899 (II of 1899) as this deed is regarding transfer of property between the companies in which holding company M/s Three C Green Developers Private Limited is beneficial owner of 100% of the issued share capital of the transferee company M/s Piyush IT Solutions Private Limited.
40. The sub lessee / transferee shall be bound by the terms and conditions of original lease deeds, brochure of the scheme.


For Three C Green Developers Pvt. Ltd.

  
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PIYUSH IT SOLUTIONS PVT LTD



For Private IT Solutions Private Limited

Director/Authorized Signatory

भारत सरकार  
कारपोरेट कार्य मंत्रालय  
कार्यालय कम्पनी रजिस्ट्रार, उ.प्र. एवं  
उत्तराखण्ड  
10/499-बी, ऐलनगंज, खलासी लाइन,  
कानपुर - 208002 (उ.प्र.)  
वेबसाइट / Website :  
[www.mca.gov.in](http://www.mca.gov.in)  
ई-मेल / E-mail :  
[roc.kanpur@mca.gov.in](mailto:roc.kanpur@mca.gov.in)

GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS  
OFFICE OF REGISTRAR OF COMPANIES,  
U.P. & UTTARAKHAND  
10/499-B, Allenganj, Khalasi Line,  
Kanpur - 208002 (U.P.)  
फोन / Phone : 0512 - 2550688 / 2540383  
फैक्स / Fax : 0512 - 2540423

No. ROC/Misc/holding subsidiary/ 4761

Dated 14/11/2014

M/s Piyush IT Solutions Private Limited,  
C-23, Greater Kailash Enclave, Part-1,  
New Delhi-110048

**Sub: Certificate of Subsidiary Holding relationship between M/s. Three C Green Developers Private Limited & M/s Piyush IT Solutions Private Limited.**

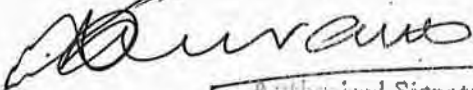
Sir,

With reference to your letters dated nil received in this office on 08.10.2014 on the subject cited above, I am to state that M/s Three C Green Developers Private Limited having its Registered Office at C-23, Greater Kailash Enclave, Part-1, New Delhi-110048 is holding 10,000 Equity Shares of Rs.10/- each totaling Rs.1,00,000/- (including 01 equity share of Rs 10/- each held through its nominee Shri Nirmal Singh) i.e. 100% shares in M/s Piyush IT Solutions Private Limited having its registered office at C-23, Greater Kailash Enclave, Part-1, New Delhi-110048. The issued subscribed and paid up capital of M/s Piyush IT Solutions Private Limited is Rs. 1,00,000/- divided into 10,000 Equity Shares of Rs 10/- each and as such as on date M/s Piyush IT Solutions Private Limited is in the beneficial ownership of 100% of the issued share capital of subsidiary company of M/s Three C Green Developers Private Limited.

The above information have been certified on the basis of Letter No. ROC/Misc/6638 dated 29.08.2014 issued by the Registrar of Companies, NCT of Delhi & Haryana and affidavits filed by Shri Brijesh Bhanote, Director of M/s Piyush IT Solutions Private Limited and M/s Three C Green Developers Private Limited and also Certificate dated 01.10.2014 from M/s Ankush Jain & Co., Chartered Accountants.

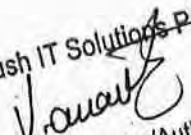
In terms of the Provisions of Section 399 of the Companies Act, 2013, the required information/documents can also be accessed from the Ministry's website [www.mca.gov.in](http://www.mca.gov.in) or certified copy of the said documents can also be obtained on payment of the prescribed fee. Also refer to the provisions of Section 2(87) of the Companies Act, 2013 in the matter.

For Three C Green Developers Pvt. Ltd.



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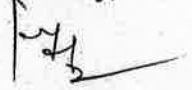
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For Piyush IT Solutions Private Limited  
  
Director/Authorised Signatory

For Piyush IT Solutions Private Limited  
Director/Authorized Signatory

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The above certified information is issued on the request of the concerned authority/company. In case, it is produced for the purpose of exemption from payment of revenue, the concerned department may take appropriate action on the merits of the case under the relevant laws, rules, regulations and due diligence without prejudice to the facts mentioned in it.

Yours faithfully,

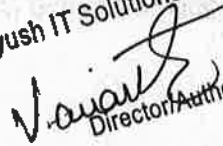


(S P KUMAR)  
REGISTRAR OF COMPANIES,  
UTTAR PRADESH & UTTARAKHAND,  
KANPUR.

For Three C Green Developers Pvt. Ltd.

  
Authorised Signatory

For Piyush IT Solutions Private Limited  
Director/Authorised Signatory



बोर्ड ऑफ़ एग्रीकल्चरल प्रोडक्ट्स  
एग्रीकल्चरल प्रोडक्ट्स बोर्ड



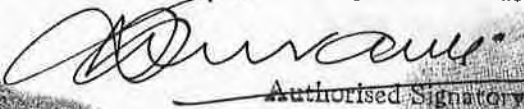
### Components of facilities


Facility	Minimum amount to be spent (in Crore)
Golf Course (9 Hole)	40.00
Multipurpose Playfield	10.00
Tennis Centre	35.00
Swimming Centre	50.00
Pro-shops/food and beverage	30.00
IT centre/Administration/Media Centre	65.00
Indoor Multipurpose Sports Hall including –	30.00
- Gymnastics	
- Badminton	
- Table Tennis	
- Squash	
- Basketball	
- Volley Ball	
- Rock climbing	
Cricket Academy	50.00
Internal Roads & parks	25.00
Hospital / Senior Living / Medicine Centre	60.00
Circulation Spaces, Carpeting, Utilities etc.	15.00

**IN WITNESS WHEREOF** the parties hereto have set their hands on the day and in the year first above mentioned in the presence of -

For Three C Green Developers Pvt. Ltd.

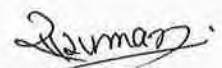
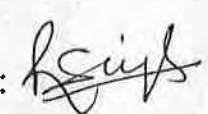
For Piyush IT Solutions Private Limited

  
Authorized Signatory

  
Director/Authorized Signatory

**For and on behalf of Lessor**

**For and on behalf of Sub-Lessee**

<u>Witness 1</u>	<u>Witness 2</u>
Signature: 	Signature: 
Name: Rajendra Kumar	Name: Rajendra Singh
S/o Mr. Arjun Singh	S/o Sh. Pooan Singh
Address: H. 286/84 Sangam vihar New Delhi 62	Address: G-86, sec-22, Noida



आज दिनांक 18/11/2014 को

बही सं. 1 जिल्द सं. 4556

पृष्ठ सं. 389 से 428 पर क्रमांक 4845

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
बीरकियादव

उप-निबंधक तृतीय

नौएडा

18/11/2014

