



INDIA NON JUDICIAL

## Government of Uttar Pradesh

e-Stamp



**Certificate No.**

: IN-UP03019876231363P

**Certificate Issued Date**

: 24-Mar-2017 04:59 PM

**Account Reference**

: SHCIL (FI)/ upshcilm01/ GREATER NOIDA/ UP-GBN

**Unique Doc. Reference**

: SUBIN-UPUPSHCIL0103619945449136P

**Purchased by**

: THE SOUTH INDIAN BANK LTD

**Description of Document**

: Article 35 Lease

**Property Description**

: PLOT NO.C3-H1 FOR COMMERCIAL USE AREA 8240 SQMT,  
SITUATED AT SECTOR-129, NOIDA

**Consideration Price (Rs.)**

: JAYPEE INFRATECH LTD AND JAIPRAKASH ASSOCIATES LTD

**First Party**

: THE SOUTH INDIAN BANK LTD

**Second Party**

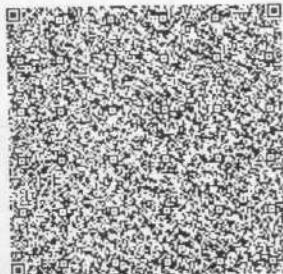
: THE SOUTH INDIAN BANK LTD

**Stamp Duty Paid By**

: THE SOUTH INDIAN BANK LTD

**Stamp Duty Amount(Rs.)**

: 8,69,32,000  
(Eight Crore Sixty Nine Lakh Thirty Two Thousand only)



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VO 0005584010

**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "[www.shcilestamp.com](http://www.shcilestamp.com)". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



### SUB – LEASE DEED

Property Details : Master Plan Commercial Plot no C3- H1 in Sector 129 , Noida

Project : Jaypee Greens Wish Town, Noida (U.P)

Sale Consideration : Rs. 102,00,00,000/-

Plot Area : 8240 Sq. Mtrs. (2.04 acres)

Existing Building : No

Circle Rate : Rs. 2,11,000/-

Value as per Circle Rate: Rs. 173,86,40,000/-

Stamp duty payable : Rs. 8,69,32,000/-

Stamp duty paid : Rs. 8,69,32,000/-

**The Market Value is calculated according to Format-2A(1), Part- 2 of Circle Rate List dated 30.07.2016, mentioned on Part-2. Table -4(1) page 39 row 16**

**Software V-Code: 0137**

This sub lease deed ("Sub Lease Deed") is made and entered on this 25<sup>th</sup> day of MARCH, 2017 at Noida, District- Gautam Budh Nagar, Uttar Pradesh.

#### **BY AND AMONGST**

**JAYPEE INFRATECH 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 the "First Party"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives, acting through its authorized Signatory Mr. Ajit Kumar, duly authorized vide power of attorney executed by JIL dated February 29, 2016 duly authorized to execute this **Sub Lease Deed** on behalf of the "Sub Lessor".

#### **AND**

**JAIPRAKASH ASSOCIATES 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 "JAL" or the "Second Party"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to



include its legal heirs, executors, successors and legal representatives, acting through its authorized Signatory Mr. Manoj Dembla, duly authorized vide power of attorney executed by **JAL** dated August 31, 2016 duly authorized to execute this **Sub Lease Deed** on behalf of the "**Second Party**".

AND

**THE SOUTH INDIAN BANK LIMITED** having PAN: **AABCT0022F**, a banking Company duly incorporated and validly existing under the provisions of the Companies Act, 1913 as amended from time to time bearing corporate identity number **[L65191KL1929PLC001017]** and having its head office at SIB House, T.B. Road, Thrissur- 580 001, Kerala and having one of its offices at Corporate Branch, Hyderabad, 6-3-1085/D/G1, Dega Towers, Somajiguda, Hyderabad, Andhra Pradesh – 500 082 India (hereinafter referred to as the "**Sub-Lessee**" or the "**Third Party**"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives acting through its authorized Signatory/ Director Mr. Ragesh Kumar R S, Assistant General Manager duly authorized by a Board resolution dated 28.10.2016 to execute this **Sub Lease Deed** on behalf of the "**Sub Lessee**".

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

**WHEREAS:**

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



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20,000.00

180 20,180.00

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प्रतिफल

मालियत

ओसत वार्षिक किराया

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

पृष्ठों की संख्या

The South Indian Bank Ltdद्वारा रागेश कुमार आर०एस०

रामाचन्द्रन



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

( एस०-क० सिंह )  
उप-निबन्धक द्वितीय

नोएडा

25/3/2017

श्री  
पुत्र श्री  
व्यवसाय अन्य

निवासी स्थायी  
अस्थायी पता

ने यह लेखपत्र इस कार्यालय में  
बजे निवन्धन हेतु पेश किया।



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

पट्टा गृहीता

श्री Jaypee Infratech Ltdद्वारा अजीत कुमार  
पुत्र श्री जगदीश कुमार  
पेशा अन्य  
निवासी सैकटर-128 नोएडा



श्री The South Indian Bank Ltdद्वारा रागेश  
कुमार आर०एस०  
पुत्र श्री रामाचन्द्रन  
पेशा अन्य  
निवासी एसआईबी हाउस टी०बी०रोड केरला



श्री Jaiprakash Associates Ltd द्वारा मनोज  
डेम्बला  
पुत्र श्री जगन्नाथ डेम्बला  
पेशा अन्य  
निवासी सैकटर 128 नोएडा



B. By an agreement dated 07.02.2003, (hereinafter referred to as the **“Concession Agreement”**) between Taj Expressway Industrial Development Authority (now YEA), and Jaiprakash Industries Ltd. {which was subsequently merged with Jaypee Cements Ltd. whose name was subsequently changed to Jaiprakash Associates Ltd. (**“JAL”**, the **Second Party**).. **JAL** 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 (**“Concession Period”**) in accordance with the Concession Agreement.

C. WHEREAS pursuant to scheme of amalgamation dated March 10, 2004, sanctioned by the Hon'ble High Court of Allahabad in Company Petition No. 26 of 2003, under section 394 of the Companies Act, 1956, Jai Prakash Industries Limited was amalgamated and merged with Jaypee Cement Limited (**“JCL”**) with effect from the April 1, 2002.

D. WHEREAS a special resolution was passed by JCL on March 29, 2003 under section 21 of the Companies Act, 1956 and approval of the Central Government was accorded by way of letter dated March 11, 2004 whereby name of JCL was changed to M/s Jaiparkash Associates Limited (**“JAL”**) with effect from March 11, 2004.

E. In terms of Clause 18.1 of the **Concession Agreement** and the directives of **YEA**, **JAL** the then Concessionaire, incorporated a special purpose vehicle (**“SPV”**), namely **Jaypee Infratech Limited (Sub-Lessor)** for the implementation of the **Expressway** project. All the rights and obligations of **JAL** under the Concession Agreement were transferred to the Sub-Lessor by an assignment agreement dated 19.10.2007 registered as document no. 626, volume no. 106, book no. 1, on pages 327 to 338 dated December 17, 2007 (**“Assignment Agreement”**) duly executed by and amongst **YEA**, **Sub-Lessor** and **JAL**.

F. WHEREAS pursuant to **Assignment Agreement**, project transfer agreement dated October 22, 2007 registered as document no. 1073, volume no. 402, book no. 1 from pages 610 to 1073 dated December 17, 2007 was executed wherein **JAL** transferred project together with all the estates, rights, titles, interests, assets, liabilities, obligations and claims of the project as a going concern in favour of **Sub- Lessor**. Accordingly, the **Sub Lessor** is now the concessionaire.



ने निष्पादन स्वीकार किया ।

जिनकी पहचान शोभित जिन्दल  
ओम प्रकाश जिन्दल

*Sundal*

पेशा अन्य

निवासी जी 3 नीति खंड 1 इन्द्रापुरम गाजियाबाद

व राहुल दुबे  
आर००बी०दुबे

*A. Dubey*

पेशा अन्य

निवासी एच 48 से 0 12 प्रताप विहार गाजियाबाद

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

( एस०५० सिंह )  
उप-निबन्धक द्वितीय  
नोएडा

25/3/2017

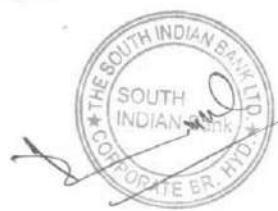


G. In terms of the Concession Agreement, **YEA** agreed to transfer on lease to the **Sub-Lessor**, 25 (twenty five) million square meters of land, for commercial, amusement, industrial, institutional and residential development at five or more locations alongside the Expressway, including 5 (five) million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

H. **YEA**, in part discharge of its obligations under the Concession Agreement for transfer of 5 (five) million square meters of land for development at Noida/Greater Noida, transferred on lease, for a period of 90(ninety) years, 498.94 hectare. (1232.38 acres) of land (hereinafter referred to as the "**Leased Land**"), to the **Sub-Lessor** through various lease deeds at Noida, the details of which are provided in **Annexure - I** attached hereto (hereinafter referred to as the "**Lease Deeds**") as per the terms and conditions specified therein, and the balance 1.06 hectare (2.62 acres) land for development is in the process of being transferred by **YEA** to the **Sub-Lessor** to complete the transfer of 5 (five) million square meters of land at Noida.

I. Out of 498.94 Hect. (1232.38 acres) **Leased Land**, 430.3141 Hect. (1062.84 acres) land (hereinafter referred to as the "**Subject Land**") falls in Sectors 128, 129, 131, 133 and 134 at Noida (which has since been named as Jaypee Greens, Wish Town, Noida). The **Subject Land** includes the land transferred by **YEA** to **Sub-Lessor** through lease deed dated 15.02.2008 for grant of leasehold rights in the land admeasuring 26.063 Hect. (64.402 acres) situated in village Gejha Tilptabad, Tehsil Dadri, 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 of 90 (ninety) years commencing from the date of transfer which lease deed has been duly registered in the office of the Sub-Registrar-II, Noida as Sl. No. 806 in Book No. 1, on 16.02.2008 at pages 435 to 470 (hereinafter referred to as the "**said Lease Deed**").

J. The **YEA** granted unfettered right in favour of **Sub Lessor** to sub-lease the whole or any part of the **Subject Land**, whether developed or undeveloped; by way of plots or constructed properties; 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.



पट्टा दाता

Registration No.: 1873

Year : 2,017

Book No. : I

0101 Jaypee Infratech Ltd द्वारा अजीत कुमार

जगदीश कुमार

सैक्टर-128 नोएडा

अन्य



0102 Jaiprakash Associates Ltd द्वारा मनोज डेम्बला

जगन्नाथ डेम्बला

सैक्टर 128 नोएडा

अन्य



K. The **Sub-Lessor** has prepared land use plan, layout plan and other plans for the development of the **Subject Land** (named as **Jaypee Greens Wish Town, Noida**), which includes the 17.52 hectare (43.29 acres) of land in master plan commercial area including Plot no C3-H1 in Sector 129, Noida, admeasuring 8024 Sq. Mtrs (2.04 acres) ( herein referred to as the "**Demised Plot**"), which were approved by New Okhla Industrial Development Authority, (hereinafter referred to as the "**NOIDA**") vide letter no. NOIDA/STP/2011/371 dated 23.03.2011 and revision thereof approved by **NOIDA** vide letter no Noida/CAP/2015/774 Dt. 20.02.2015. The said land use plan, lay out plan and other plans as approved by **NOIDA** or any revision thereof or in future are hereinafter referred to as "**Development Plans**".

L. Under an arrangement between the **Sub-Lessor** and the **Second Party**, the **Sub-Lessor** has permitted the **Second Party** to develop, market and transfer the whole or any part of 17.52 hectare (43.29 acres approx.) of land in the **Subject Land**. On the request of the **Second Party** and for the consideration being received by **JAL/ Second Party** from the **Sub-Lessee**, the **Sub-Lessor** has agreed to Sub-lease/ transfer the "**Demised Plot**", which is a part of the said 17.52 hectare(43.29 acres) of land meant for the purpose of development of master plan commercial area as described in the **Schedule of Property** attached as **Annexure II** and located as per **location plan** attached as **Annexure III**, for commercial use, in favour of the **Sub-Lessee** through this Sub-Lease Deed.

M. The **Sub-Lessor** and the **Second Party** have represented, assured, warranted and confirmed to the **Sub-Lessee** that:

- (i) The **Sub-Lessor** is the lawful owner of the lease hold rights in the **Demised Plot**, which is earmarked for use as master plan commercial area, and the **Sub-Lessor** is legally competent to transfer, by way of **Sub-lease**, the **Demised Plot** and to execute this **Sub-Lease** Deed in favour of the **Sub-Lessee** giving clean, clear, valid and marketable title to the **Sub-Lessee** 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** and/or the **Second Party** or by any person/s claiming for and on behalf of the **Sub-Lessor** and/or the **Second Party** except as per the covenants and provisions of this Sub-Lease Deed.



## પટ્ટા ગૃહીતા

Registration No. : 1873

Year : 2,017

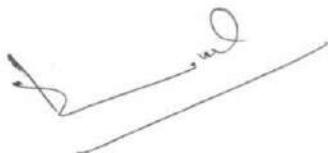
Book No. : 1

0201 The South Indian Bank Ltd દ્વારા રાગેશ કુમાર આરોએ

રામાચન્દ્રન

એસઆઇબી હાઉસ ટીઓબીઓરોડ કેરલા

અન્ય



(ii) The **Sub-Lessor** and/or the **Second Party** shall, subject to the terms mentioned herein, grant, transfer, convey and assure, from time to time, its reversionary rights and interests in respect of the **Demised Plot** as may be required by the **Sub-Lessee** for construction thereon as per applicable Master Plan, Rules and Building Regulations of **NOIDA**.

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

(iv) The **Sub-Lessor** and/or the **Second Party** undertake that they shall not do, omit or suffer to be done anything whereby the sub-leasehold rights granted in favour of the **Sub-Lessee** in the **Demised Plot** are avoided, forfeited, extinguished or prejudicially affected in any manner whatsoever. This shall however, exclude circumstances where the sub-leasehold rights are affected account of applicable law, rule or regulation or policy of the State Government or the Central Government, or any other relevant authority.

(v) The **Sub-Lessor** and/or the **Second Party** undertake that they shall defend their rights, title and interest in the **Demised Plot** hereby **sub-leased** in favour of the **Sub-Lessee** and shall keep the **Sub-Lessee** fully 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



गवाह

Registration No.: 1873

Year : 2017

Book No. : 1

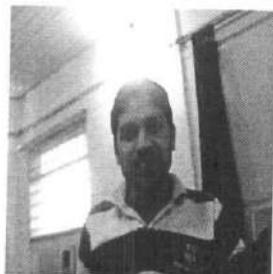
W1 शोभित जिन्दल

Sindl

ओम प्रकाश जिन्दल

जी 3 नीति खंड 1 इन्द्रापुरम गाजियाबाद

अन्य



W2 राहुल दुबे

Rahul

आर०बी०दुबे

एच 48 से० 12 प्रताप विहार गाजियाबाद

अन्य



## गवाह

Registration No.: 1873

Year : 2017

Book No. : 1

W1 शोभित जिन्दल

*Sindel*

ओम प्रकाश जिन्दल

जी 3 नीति खंड 1 इन्द्रापुरम गाजियाबाद

अन्य



W2 राहुल दुबे

*Rahul*

आर०बी०दुबे

एच 48 से० 12 प्रताप विहार गाजियाबाद

अन्य



reason of any claim for any defect in title, in interest and leasehold rights of the **Sub-Lessor** and/or the **Second Party** in the **Demised Plot**.

- (vi) The payment of premium amount of the **Leased Land** has already been made by the **Sub-Lessor** to **YEA** and annual lease rent for the **Leased Land** payable to **YEA** is the obligation of the **Sub-Lessor** and/or the **Second Party** and the **Sub-Lessee** shall not be liable on this account in any manner whatsoever;
- (vii) There is no legal impediment in entering into this **Sub-Lease Deed**;
- (viii) There are no proceedings, legal or otherwise, pending in connection with the ownership or any other right, title and/or interest therein or any other aspect of the **Demised Plot**.
- (ix) There are no dues or demands pending in respect of the **Demised Plot** and all costs, charges, rents, premiums, etc. in respect of the **Demised Plot** have been fully paid by the **Sub-Lessor/Second Party**.

N. Based on the aforesaid representations, assurances, warranties and confirmations of the **Sub-Lessor** and the **Second Party**, **Sub-Lessee** has approached the **Second Party** for **Sub-lease** of the **Demised Plot** and the **Sub-Lessor** has agreed to **Sub-Lease** the **Demised Plot** for a period upto 27.02.2093 for a Consideration of Premium of **Rs. 102,00,00,000/- (Rupees One Hundred and Two Crores Only)** on mutually agreed terms and conditions.

O. WHEREAS the **Sub-Lessor** has offered the **Sub-Lessee** that in lieu of part discharge of the liabilities of the **Second Party** towards the **Sub-Lessee**, to an extent of Rs. 100,98,00,000/- and payment of Rs. 1,02,00,00,000/- towards TDS @ 1% the **Sub-Lessor** shall transfer and assign all its right, title and interest in **Demised Plot** in favour of **Sub-Lessee** for a consideration/premium of **Rs. 102,00,00,000/- (Rupees One Hundred and Two Crores Only)** ("Consideration"). The Consideration as mentioned herein above has been considered by the **Second Party** as sufficient and adequate for the Demised Plot without any demur, objection whatsoever. It is further agreed to between the parties hereto that the Consideration shall be considered to be paid by the **Sub-Lessee**



by way of adjustment by **Sub-Lessee** towards the outstanding amounts owed by the **Second Party** under any of the Loans to the **Sub-Lessee**, ("Outstanding Dues"), on the terms and conditions stated hereinafter.

P. That, the Parties hereby agree that the said Consideration shall be deemed to have been paid by **Sub-Lessee** to **Sub-Lessor** and the Outstanding Dues, to the extent of the Consideration, shall be deemed to have been repaid by **Second Party** to the **Sub-Lessee** on the execution and registration of these presents in favour of the **Sub-Lessee**.

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

1. Based on the facts and circumstances as 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** and in consideration of discharge of the Outstanding Dues of **Second Party** towards the Sub-Lessee to the extent of sum of Rs. 100,98,00,000/- together with the payment of Rs. 1,02,00,000/- towards TDS by the Sub-Lessee [collectively, aggregating to the Consideration of Rs. 102,00,00,000/- on the request of the **Second Party**, in Consideration of the payment of Premium of . 102,00,00,000/- (**Rupees One Hundred and Two Crores Only**) of **Demised Plot** which has already been paid by the **Sub-Lessee** to the **Second Party** which the **Sub Lessor** and the **Second Party** admit and acknowledge. The **Sub-Lessor** hereby, transfers, conveys and assigns its rights, title and interest in the **Demised Plot** in favour of the **Sub-Lessee** on the terms and conditions mentioned hereinafter in this **Sub-Lease Deed**. The **Second Party** and the **Sub-Lessor** admit and acknowledge the receipt of the cohsideration from the **Sub-Lessee** towards payment of the entire full and final consideration for the **Demised Plot**. Neither the **Second Party** nor the **Sub-Lessor** shall, hereinafter, make any claim from the **Sub-Lessee** towards the consideration of the **Demised Plot**.
2. The **Sub-Lessor** and the **Second Party** have delivered the actual physical vacant peaceful and unencumbered possession of the **Demised Plot** to the **Sub-Lessee** and the **Sub-Lessee** has taken possession of the **Demised Plot**, subject to the covenants and conditions on the part of the **Parties** stated hereinafter, the **Sub-Lessor** doth hereby **Sub-leases** to the **Sub-Lessee**, the **Demised Plot** together with privileges, rights, easements and appurtenances up to the period expiring on 27.02.2093.



3. Upon execution of this **Sub- Lease Deed**, the **Sub-Lessor** shall furnish a copy of the **Sub-Lease Deed** each to **NOIDA** and **YEA**.
4. The **Sub-Lessee** has inspected and satisfied itself regarding the site, the layout plans and the said **Lease Deed** as provided by the **Second Party** and the **Sub-Lessor**.
5. The **Demised Plot** is being sub leased to the **Sub-Lessee** on the terms and conditions stated herein subject to the provisions of the said **Lease Deed**.
6. The **Sub-Lessee** shall have right to sub-lease, transfer , dispose off, assign the rights with respect to the whole of the **Demised Plot** whether developed or undeveloped; by way of constructed properties; on leave and license; or otherwise dispose of its interest in the **Demised Plot** , to any person as per rules, regulations and directions of **NOIDA/YEA**.
7. The **Sub-Lessee** shall be entitled to transfer the **Demised Plot** or the buildings constructed on the **Demised Plot** on further **Sub-lease(s)** within the terms of this **Sub-Lease Deed** and on payment of transfer charges, if any, to **NOIDA/ YEA** and/or the **Sub-Lessor** and/or the **Second Party**, as may be applicable. The **Sub-Lessee** shall not be entitled to sub-divide the **Demised Plot** except with the prior permission of the **NOIDA** and/or **YEA**, as applicable for grant of such permissions, and **Sub-Lessee** bearing all charges in relation to the sub-division of the **Demised Plot**, if any. The **Sub-Lessee** or its **subsequent Sub-lessees** for all such transfers shall follow the procedure, as may be specified by **NOIDA/YEA** and/or the **Sub-Lessor** and/or the **Second Party** 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. payable to any authority /body/agency as the case may be. The **Sub-Lessee** or the subsequent Sub-lessees, as the case may be shall notify to the **NOIDA/YEA** and the **Sub-Lessor** and/or the **Second Party** the details of such **Sub-leases** and provide copies of such transfer/sub-lease deeds to the **NOIDA/YEA** and the **Sub-Lessor** or any other authority as may be specified by **NOIDA/YEA** and/ or the **Sub-Lessor** and/or the **Second Party**.



8. It shall be permissible for the **Sub-Lessee** to provide for multiple renting of the buildings constructed on the **Demised Plot**, if any which will include but not be limited to sub-lease / rent/ license, etc. thereof.
9. The **Sub-Lessee** shall have the right to mortgage, pledge, hypothecate, the **Demised Plot** or otherwise alienate in any manner the **Demised Plot** in favour of banks/financial institutions on such terms and conditions as may be specified by **YEA** and/or **NOIDA**.
10. The **Sub-Lessee** shall have a right of way to the roads adjoining the **Demised Plot** and shall be entitled to enter upon such roads for the purpose of accessing the **Demised Plot**.
11. The land use of the **Demised Plot** shall be master plan commercial development as per the **Development Plans** as revised from time to time and the **Sub-Lessee** shall adhere to the same. Further, the **Sub-Lessee** shall carry out the commercial development including units and common facilities for the purchasers/users of commercial space/units on the **Demised Plot** as permitted by the **NOIDA/YEA** and applicable laws , Rules, Building Regulations thereby, adhering to:-
  - (i) Standards and Specifications laid down in the Building and other Regulations of **NOIDA**/relevant Indian Standards/National Code etc.
  - (ii) Applicable master plans and Rules & Regulations of **NOIDA** and other relevant authorities, as the case may be.
  - (iii) Government policies and relevant Codes of BIS/IS relating to disaster management in land use planning and construction work.
  - (iv) All other applicable and relevant laws, including but not limited to labour and environmental laws.
12. The Floor Area Ratio (FAR), ground coverage, height and setbacks etc. in respect of the **Demised Plot** shall be governed by the applicable **NOIDA** Rules and Building Regulations. As regards FAR, the Sub-Lessee shall be entitled to a maximum permissible FAR of 4.0. However, it is hereby agreed to between the Parties that in case if the permissible FAR is increased at any time in future under **NOIDA** Rules and Building Regulations, then in that particular event the **Sub-Lessee** shall be entitled to avail the same on payment of charges, as may be applicable, to **NOIDA/YEIDA** (payable through **Sub Lessor**, if required), as applicable under law provided that, the corresponding increase in



FAR does not in any way reduce the entitlement of FAR of the **Sub-Lessor** in other projects/ development in the **Subject Land**. Further, the **Sub-Lessor** hereby warrants and represents that the **Sub Lessee** shall have full right to utilize the permissible FAR on the **Demised Plot**, without any further payment to the **Sub Lessor** or **YEA** or any other authority, in accordance with the **Development Plans** or in accordance with any permissions/sanctions/approvals as may be required to be obtained by the **Sub Lessee** for construction and development of the Plot. **Sub Lessor** further assures, undertakes, represents and warrants that any such construction or development done by the **Sub Lessee** is within its rights and shall in no way affects the rights of development of the **Sub Lessor** for the **Subject Land**.

13. The building drawings and relevant details for construction on the **Demised Plot** shall be subject to the approval of **NOIDA** for which the **Sub-Lessee** shall follow the procedure as may be prescribed by **NOIDA** from time to time. However, if required the **Sub-Lessor** and/or the **Second Party** shall, at request of the **Sub-Lessee**, extend all its support and co-operation to help the **Sub-Lessee** in obtaining applicable permits, sanctions, approvals, clearances, etc. from **NOIDA** for effective enjoyment and construction on the **Demised Plot**. The **Sub-Lessor** further agrees that it shall execute all necessary documents, certifications which are required for the purposes of obtaining approvals, sanctions from **NOIDA** without being responsible and/or liable for the same in any manner.
14. The **Sub-Lessee** shall accept variations, deletions, additions, alterations, modifications in the **Development Plans** made either by the **Sub-Lessor** and/or the **Second Party** as it deems fit and proper or by or pursuant to requirement of **NOIDA** which alterations may involve changes, including change in the surroundings of the **Demised Plot**, change in the number and height of the surrounding buildings, change in the nature of usage of the surrounding buildings etc. on the **Subject Land** and the **Sub-Lessee** shall be bound by such variations, deletions, additions, alterations and modifications etc. provided it do not result in any change in the (i) location, adjacent roads, entry and exit to the **Demised Plot**, (ii) usage & area of the **Demised Plot** and (iii) permissible FAR on the **Demised Plot**.
15. The **Sub Lessor** has represented and warranted that it has obtained/ applied for all necessary sanctions/ permits/ approvals etc. from relevant authorities with regard to the **Subject Land** which includes the



**Demised Plot** and all activities thereon in accordance with the applicable laws and regulations of **NOIDA/ YEIDA** and/ or other relevant authorities till the date of signing this Sub Lease Deed. However, post the execution of the Sub Lease Deed, the **Sub-Lessee** shall be required to obtain all necessary sanctions / permits / approvals etc. from relevant authorities with regard to the **Demised Plot** and all activities thereon in its own name in accordance with the applicable laws and regulations of **NOIDA/YEA** and / or other relevant authorities. However, if required, the **Sub-Lessor** may, at the request of the **Sub-Lessee**, endeavor to help the **Sub-Lessee** in obtaining applicable permits, sanctions, approvals, clearances, etc., from **NOIDA/YEIDA** for effective enjoyment and construction on the **Demised Plot**, without being responsible and/or liable for the same in any manner. The costs and expenses for obtaining such approval shall be borne by the **Sub-Lessee**.

16. The **Sub-Lessee** shall, at its own cost, keep the **Demised Plot**, the construction raised thereon, partitions, pipes and appurtenances thereto or belonging thereto, if any in good state and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the constructed property, if any on or pertaining to the **Demised Plot** are not damaged or jeopardized in any manner whatsoever.
17. (a). The **Sub Lessor** hereby confirms, undertakes that it has paid all the relevant taxes with respect to the **Demised Plot** upto the date of execution of the **Sub Lease Deed**. It is further agreed to between the parties hereto that the **Sub-Lessee** shall pay its share of all taxes (including municipal taxes), duties and other charges levied or to be levied in future by **NOIDA/YEA** or any local or other authority of Central or State Government in respect of the **Demised Plot** from the date of execution of this **Sub-Lease Deed** as computed by the **Sub-Lessor**. However, it is hereby clarified that any tax, cess or any other demand by **NOIDA** or any other competent authority, as the case may be with respect to any prior tax, demand payable by the **Sub Lessor** shall be exclusively borne and paid by the **Sub Lessor** without any demur, objection whatsoever in this regard. The share of such taxes, duties and other charges for the **Demised Plot** will be computed by the **Sub-Lessor** by first determining the same for the **Subject Land**, and then apportioning it to the area of the **Demised Plot** proportionately on the basis of the area of the **Demised Plot** and total saleable area of the **Subject Land**. Such payment shall be



made by the **Sub-Lessee** to the **Sub-Lessor** or the relevant authority, as the case may be, on demand within the period as may be specified therein, failing which it will be treated as default on the part of the **Sub-Lessee**. In case any demand is received by the **Sub-Lessee** towards taxes, duties and other charges in respect of the **Demised Plot** for the period up to the date of execution of this **Sub-Lease Deed**, the same shall be liability of the **Sub Lessor** and/or the **Second Party**.

b) The **Sub-Lessee** shall pay all taxes (including municipal taxes), duties and other charges levied or to be levied in future by **NOIDA/YEA** or any local or other authority of Central or State Govt. in respect of the buildings/apartments/facilities or any other development on the **Demised Plot**. However, all taxes (Including municipal taxes) duties and other charges upto the date of the execution of the Sub Lease Deed shall have to be borne and paid by the **Sub-Lessor** alone.

18. a) The **Sub-Lessor** and/or the **Second Party** shall provide external services namely sewage, and water supply lines, generally as may be made available by the **Sub-Lessor** to other commercial plots in the neighborhood of the **Demised Plot** within the **Subject Land** at a single point on the edge of the **Demised Plot**(hereinafter referred to as the "**Shared Areas & Facilities**"),within a reasonable time period, expected to be 4 years or the date of completion obtained from **NOIDA** whichever is earlier from the date of execution hereof , subject to, receipt of requisite approval from government and/or other authority, if any, for these services". The **Sub-Lessee** shall make its own arrangements for taking drainage, electrical connections and other facilities from the relevant authority at its own cost.

b) The **Sub-Lessee** and/or **subsequent Sub-lessees** shall pay the maintenance charges including replacement charges, if any, in respect of **Shared 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 in respect of such **Shared Areas & Facilities** as may be



available for use and for additional **Shared Areas & Facilities** from the date these are available for use, as may be decided by the **Sub-Lessor** or **Designated Maintenance Agency** in accordance with the rules/ regulations so framed by **YEA/ NOIDA**, as the case may be.

c) The **Sub-Lessor** and/or the **Second Party** 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 **NOIDA/YEA** or any other statutory body on pro rata basis from the **Sub-Lessee** so long as each unit within the **Leased Land** is not separately assessed for such purposes and the taxes, dues, demands, charges, duties etc. are collectively levied for the **Jaypee Greens Wishtown Noida** or part thereof by concerned Municipal/ Governmental authorities including but not limited to **NOIDA** or any other statutory body.

19. a) The **Sub-Lessee** shall make its own arrangements at its own cost 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** in respect of services provided by the **Sub-Lessor** as per para 18 (a) above and with the main system of the relevant authorities at its own cost.

b) The **Sub-Lessee** and/or subsequent sub-lessees shall be charged for receiving supply of services like sewerage and water etc. to the **Demised Plot** at the rate corresponding to the charges levied by relevant authorities or as applicable for other inhabitants on the basis adopted by the **Sub-Lessor** and/or the **Second Party/ Designated Maintenance Agency**. However, the **Sub-Lessor** and/or the **Second Party or Designated Maintenance Agency** shall not be responsible for any interruption in water 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 or other services as may be provided by the **Sub-Lessor** and/or the **Second Party**, at its own cost.

20. The **Sub-Lessee** hereby assures the **Sub-Lessor** and/or the **Second Party** that during the lease period, it shall promptly pay all the dues including the **Shared Areas & Facilities Charges** and charges towards sewerage & water supply etc. 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 subsequent Sub-lessees of the commercial space/units or of the occupants/allottees etc. or to the **Sub-Lessee's** Maintenance Agency, the **Sub-Lessee** shall ensure:

- a) That the said Association/Society/the **Sub-Lessee's** Maintenance Agency enters into an Agreement with the **Sub Lessor** and/or the **Second Party or Designated Maintenance Agency** in a form and manner as may be decided by the **Sub Lessor** and/or the **Second Party or Designated Maintenance Agency** for taking over the responsibility to promptly pay all the dues including the **Shared Areas & Facilities Charges** and the charges towards sewerage and water supply etc. as per Invoices raised by the **Sub-Lessor** and/ or the **Second Party or Designated Maintenance Agency** from time to time.
- b) That bye laws of the said Association/Society/ **Sub-Lessee's Maintenance Agency** have provisions to ensure timely payment of the dues to the **Sub-Lessor** and/or the **Second Party or Designated Maintenance Agency** for availing the **Shared Areas & Facilities** and other services and that payment of the dues shall be the sole responsibility of such Association/Society/ **Sub-Lessee's Maintenance Agency** and such dues shall have first charge on all inflows of the said Association/Society/ **Sub-Lessee's Maintenance Agency**.
- c) That in case, the Sub-Lessee/Association/Society/ Sub-Lessee's Maintenance Agency as the case may be defaults in payment of such dues on the due dates at any stage, the Sub-Lessee/Association/Society/Sub-Lessee's Maintenance Agency agrees to pay fine for such default as may be fixed by the **Sub Lessor** and/or the **Second Party or the Designated Management Agency**. In the event the default continues for more than two months, the **Sub-Lessor** or **Designated Maintenance Agency** may thereafter, at its sole discretion, stop the use of **Shared Areas & Facilities** by and the supply of services to the **Sub-Lessee** or the residents /occupants/allottees etc. within the **Demised Plot**. However, this clause shall not be applicable in case of any action, omission, commission by the **Sub- Lessor** and/ or the



**Designated Maintenance Agency** in performing its obligations as per this Sub- Lease Deed.

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

- (i) The **Sub-Lessee** shall follow all laws and bye-laws, rules, building regulations and directions of **NOIDA/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.
- (ii) 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.
- (iii) The **Sub-Lessee** shall permit the members, officers and representatives of **NOIDA/YEA** and workmen and other persons employed by **NOIDA/YEA** at all reasonable time of the day with prior notice to enter into and upon the **Demised Plot** and buildings to be erected thereupon in order to inspect the **Demised Plot** and buildings erected thereon.

21 A. 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 transfer/sub-Lease the **Demised Plot** and that the Sub-Lessee, upon performance of the covenants herein contained, shall fully hold peaceful, uninterrupted, unencumbered possession of 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**.
- b) The **Sub-Lessor** has applied for and has taken all necessary permission, sanctions, approvals, applicable permits, as required, from regulatory bodies, government authorities, societies, wherever is applicable, for entering into this **Sub-Lease Deed** and effecting legally valid sub-lease, assignment or conveyance of the **Demised Plot**.
- c) The **Sub-Lessor** shall, subject to terms of this Sub-Lease Deed, grant, transfer, convey and assure, from time to time, its reversionary rights and interests in respect of the **Demised Plot** as



may be required by the **Sub-Lessee** for construction thereon as per applicable master plan, rules and Building Regulations of **NOIDA/YEA**.

- d) The **Demised Plot** is free from all encumbrances, claims, disputes, encroachments, occupations, litigations, injunctions, mortgages, charges, pledges, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations.
- e) The **Sub-Lessor** has not/ shall not do, omit or suffer to be done anything whereby the sub-leasehold rights granted in favour of the **Sub-Lessee** in the **Demised Plot** are voided, forfeited, extinguished or prejudicially affected in any manner whatsoever, excluding, circumstances where the sub- leasehold rights are affected on account of applicable law, rule or regulation or policy of the State Government or the Central Government, or any other relevant authority.
- f) The **Sub- Lessor** has represented and warranted that it is the lawful owner of leasehold rights of the **Demised Plot** with physical possession thereof. The **Sub-Lessor** further represents and warrants that the **Sub-Lessor** has full and unfettered rights, interest and title to grant sub lease of the **Demised Plot** on sub-lease to **Sub-Lessee** on such terms and conditions as both the Parties may think fit and proper.
- g) The **Sub-Lessor** shall defend its rights, title and interest in the **Demised Plot** hereby transferred/sub-leased in favour of the **Sub-Lessee** and in case of any claims, disturbance, demands by the any person claiming for and on behalf of the **Sub- Lessor** and/ or any other person claiming any right, title interest with respect to the **Demised Plot**, then in such an event upon notification of the same by the **Sub Lessee** to the **Sub Lessor**, the **Sub- Lessor** immediately and forthwith shall be liable for rectifying the default and shall keep the **Sub-Lessee** indemnified and hold it harmless against all claims, costs, expenses, due to any proceedings or litigation for any reason, which the **Sub-Lessee** may suffer by reason of any claim for any defect in title, enjoyment or possession, in interest and sub leasehold rights of the **Sub-Lessor** in the **Demised Plot**.



- h) The **Sub Lessor** has represented and warranted that it is in compliance with all terms and conditions of the **Lease Deeds** and is not in violation of any term or condition which would affect the right, title or interest of the **Sub Lessor** to **Subject Land**. The **Sub-Lessor** further represents that it shall continue to strictly abide by the terms of the **Lease Deeds**, any regulations, rules, by-laws of **YEA, NOIDA** or other governmental authority, and shall not act, cause or omit to do anything which would jeopardize the valid title, enjoyment or estate of **Sub-Lessee** over the **Demised Plot**.
- i) The payment of premium amount of the **Leased Land** has already been made by the **Sub-Lessor** to **YEA** and applicable annual lease rent for the **Leased Land** payable to **YEA** is the obligation of the **Sub-Lessor**.
- j) The **Sub-Lessor** and the **Second Party** has not received any notice for acquisition or requisition of the said **Demised Plot** under any land acquisition law or from any governmental authority or otherwise. It is further agreed to between the **Parties** hereto that any defect in the title of the **Sub- Lessor** in the **Demised Plot** shall be made good by the **Sub- Lessor** at its own cost and expense and further agrees to keep indemnified and hold harmless the **Sub- Lessee** and/ or the subsequent sub lessees for any costs, loss that may arise or occur as a result of such defect in the title of the **Demised Plot** except for any land acquisition or requisition by any governmental authority after the execution of this **Sub-Lease Deed**.
- k) The **Sub- Lessor** hereby agrees, assures and undertakes that it has complied with all the applicable laws in relation to the **Demised Plot** including without limitation the labour laws, environmental laws and all other applicable laws. Further, the **Sub Lessor** hereby agrees to indemnify and hold harmless the **Sub- Lessee** and/ or the subsequent sub lessees in case of any non compliance by the **Sub- Lessor** with respect to the applicable laws and as a result whereof, the **Sub- Lessee** and/ or the subsequent Sub-Lessee's is prevented from using the **Demised Plot** in any manner whatsoever.
- l) The **Sub-Lessor** has represented that, no proceedings are pending against **Sub Lessor** or the **Second Party** under Income Tax Act, 1961 or any other law which may result in invalidation of



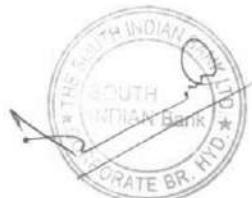
the transfer contemplated in this Sub-Lease Deed in favour of the **Sub-Lessee** nor is there any provisional attachment from the Income Tax Authority or any other authority for assessment or re-assessment of any income or otherwise. The **Sub Lessor** has obtained a certificate dated 24.03.2017 from its auditors stating therein that the said **Demised Plot** is shown as stock in trade in their books and as such certificate under section 281(1)(ii) of the Income Tax Act, 1961 from the concerned Assessing Officer is not required. The **Sub Lessor** has assured the **Sub Lessee** that all taxes, charges, rents, demands, claims, revenue, cesses, penalties and all other dues and outstanding towards any authority and, or, any other entity in respect of the **Demised Plot** have been paid in full as of the date of this **Sub Lease Deed**. In the event any amounts are found to be due till the date of the execution and registration of the **Sub Lease Deed**, the same shall be the sole responsibility of the **Sub Lessor** irrespective of when the bill or notice for such payment has been issued or received. The **Sub Lessor** shall submit all the receipts to the **Sub Lessee** and shall keep the **Sub Lessee** indemnified against any claim, demand, penalty that may arise on the **Demised Land** in respect of the period leading up to the execution and registration of the **Sub Lease Deed**. Upon execution and registration of the **Sub Lease Deed**, the **Sub Lessor** undertakes and agrees to keep and hold the Sub Lessee indemnified and harmless at all times from any and all liabilities, demands, losses and consequences arising from any and all such non-payments, delayed payment, attachment, disturbance of possession, notice, order, litigation, etc.

- m) The **Sub-Lessor** has represented that, no proceedings for liquidation or winding up are threatened or pending against **Sub Lessor** or the **Second Party** under Companies Act, 1956 which may invalidate the transfer contemplated in this **Sub-Lease Deed**.
- 22. The contents of the recitals of this **Sub-lease Deed** are true and correct and form an integral part of this deed and shall continue to remain binding on the **Sub-Lessor** and/or the **Second Party**.
- 23. **YEA** and / or the relevant authority shall have full right and title to all mines and minerals, coals, gold washing, earth oils and quarries in and under the **Demised Plot** or any part thereof and to do all acts and things, which may be reasonably necessary or expedient for the



purpose of searching, removing and enjoying the same without affecting **Sub-Lessee's** right to peaceful possession and enjoyment. The Sub-Lessee shall not be allowed to take excavated earth/soil out of Jaypee Greens Wish Town. The **Sub-Lessor** shall have exclusive right on the excavated earth/soil for its disposal as it deem fit.

24. The **Sub-Lessee** shall not display or exhibit on the **Demised Plot** any picture posters, statues, other articles which are indecent or immoral. The **Sub-Lessee** shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings which shall be constructed over the **Demised Plot** except at places as may be specified for the purpose by the **Sub-Lessor**, if so directed by **YEA** and/or **NOIDA** or any other Government authority.
25. The **Sub-Lessor** shall have no objection to the **Sub-Lessee** using the word '**Jaypee Wish Town**' in its address for indicating the specific location of the **Demised Plot** in its brochure, promotional and marketing material. However this will not give the **Sub-Lessee** the right to use the word '**Jaypee Wish Town**' in any manner, either expressly or impliedly, intentionally or otherwise, so as to convey an impression that the project developed by the **Sub-Lessee** in the **Demised Plot** is part of the project of the **Sub-Lessor** or has been / is being developed, constructed or carried out by the **Sub-Lessor**.
26. Nothing herein shall be construed to provide the **Sub-Lessee** with the right to prevent the **Sub-Lessor** from:
  - i. constructing or continuing with the construction of the other buildings, independent houses, apartments or other structures and services in the areas adjoining the **Demised Plot** provided that it does not result in any change in the (i) location, adjacent roads, entry and exit to and from the **Demised Plot** (ii) usage & area of the **Demised Plot** (iii) permissible FAR on the **Demised Plot** it does not affect the usage of the **Demised Plot** by the **Sub-Lessee** and/ or the subsequent sub-lessees, as the case may be.
  - ii. Putting up additional constructions, residential, commercial or of any other kind on the **Subject Land**, except on the **Demised Plot**; without affecting the common roads in the immediate periphery of the **Demised Plot**.
  - iii. Amending / altering the **Development Plans** without affecting the entry to and exit from the **Demised Plot** and the permissible FAR on the **Demised Plot**.



Provided always that, the rights and interests of the **Sub-Lessee** in the **Demised Plot** are not affected in any manner whatsoever.

27. In case **Sub-Lessee** allows the use, occupation and construction on the **Demised Plot** to any person other than the **Sub-Lessee** itself, the **Sub-Lessee** shall ensure that all obligations, liabilities and responsibilities devolving upon the **Sub-Lessee** under this **Sub-Lease Deed** shall be complied with by the user, occupier and the construction agency of the **Demised Plot** or buildings thereon and shall bring all obligations, liabilities and responsibilities to the notice of such user, occupier or the construction agency of the **Demised Plot** or buildings thereon, wherein, insofar as the **Sub-Lessor** is concerned, it would be understood that any default in carrying out the obligations, liabilities and responsibilities by the **Sub-Lessee's** user, occupier and/or the construction agency, shall be deemed to be the default of the **Sub-Lessee**.
28. The **Sub-Lessee** shall bring all obligations, liabilities and responsibilities, devolving upon the **Sub-Lessee** under this **Sub-Lease Deed**, to the notice of such **subsequent Sub-lessees** of the **Demised Plot** or buildings thereon who will subsequently be bound by the terms of this **Sub-Lease Deed**.
29. The **Sub-Lessee** shall keep the **Sub-Lessor** indemnified against all actions, suits, claims, demands and proceedings, third party claims, and cost or expense that may be suffered by the **Sub-Lessor** in respect thereof on account of anything done or omitted to be done by the **Sub-Lessee** in connection with or arising out of the **Demised Plot**, at all times.
30. 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 and / or delay in payment of dues including **Shared Areas & Facilities Charges** and charges towards sewage, electricity & water supply etc. for any reason whatsoever.
31. The **Sub-Lessee** shall keep the **Sub-Lessor** indemnified against damages which may be caused to any property belonging to the **Sub-Lessor**/ its workmen/ representative resulting from the execution of the works on the **Demised Plot** and also against claims for damages arising from the actions of the **Sub-Lessee** or his workmen or representatives, which;



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

The damages shall be assessed by the **Sub-Lessor** and/or the **Second Party**. However, the **Sub-Lessee** shall always have the right to challenge the damages assessed by the **Sub-Lessor/Second Party** in appropriate proceedings.

32. The **Sub-Lessee** undertakes that it shall comply with all the covenants, representations, warranties and undertakings contained herein, and keep the **Sub-Lessor**, its employees, representatives, agents harmless and indemnified of all claims, actions, as may be brought by the co-inhabitants of the **Sub-Lessee**, its guests or any person claiming through it, 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**.
33. The **Sub-Lessor** and/or the **Second Party** undertake that they shall comply with all the covenants, representations, warranties and undertakings contained herein. Be that as it may, the **Sub-Lessor**, shall keep the **Sub-Lessee**, its employees, representatives, agents harmless and indemnified on account of any act or omission by the **Sub-Lessor**.
34. In case of any breach or default of the terms and conditions of this **Sub- Lease Deed** by the **Sub-Lessee**, **NOIDA/YEA** and/or the **Sub-Lessor** may, at their sole discretion, issue a written notice calling upon the **Sub-Lessee** to rectify the breach or default within such period as may be specified under the said notice. The **Sub-Lessee**, immediately upon receipt of such notice of the breach or default, shall be under obligation to rectify, remove the breach or default within the period specified under the notice and inform the **Sub-Lessor** and / or **NOIDA/YEA**, as the case may be, of such rectification or removal of breach or default in writing failing which **NOIDA/YEA** and / or the **Sub-Lessor** shall have the right, at its sole discretion, to take such action as may be considered appropriate.



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

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

37. **Sub-Lessee** shall follow any orders / guidelines issued by **NOIDA / YEA** with regard to construction completion on the **Demised Plot**.

38. In the event, any clause of this **Sub-Lease Deed** or the **Lease Deeds** or any **NOIDA/YEA** rules, regulations or building bye-laws are violated or breached by the **Sub-Lessee** or any **subsequent sub-lessee/s**, leading to the **NOIDA/YEA** levying penalty on **Sub-Lessee** or **subsequent sub-lessee** and/or re-entering the **Demised Plot**, then the **Sub-Lessor** shall not be liable to pay any penalty, charges, damages, compensation or return any monies to the **Sub-Lessee**. However, the above shall not apply in case of any inaction, omission, commission by the **Sub- Lessor** in performing its respective obligations arising out of or in connection with this Sub Lease Deed and/or any other lease deeds that the **Sub Lessor** may have entered with **NOIDA** or any other relevant competent authority, as the case may be.

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

(a) Notices to the **Sub-Lessor/First Party** :



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

Attention: Company Secretary/ Legal Department  
(b) Notices to the **JAL/Second Party**:

Jaiprakash Associates Limited  
Sector – 128, Noida  
NOIDA - 201304, District Gautam Budh Nagar (U.P.)

Attention: Company Secretary/ Legal Department  
(c) Notices to the **Sub-Lessee/Third Party**:

**The South Indian Bank Limited**  
**Corporate Branch,**  
**Hyderabad, 6-3-1085/D/G1, Dega Towers,**  
**Somajiguda, Hyderabad, Andhra Pradesh – 500 082**

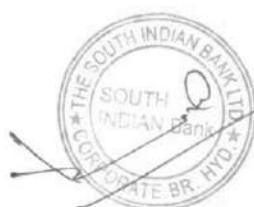
Attention: Shri. Ragesh Kumar R S  
Telephone No.: 040- 23412722  
Email: br0722@sib.co.in

40. The **Sub-Lessee** and / or the subsequent sub-lessees, as the case may be, shall be responsible to inform **NOIDA/YEA** and also the **Sub-Lessor** by Registered Post of all subsequent changes in their address, failing which all notices and other communications sent at their last address as available with **NOIDA/YEA** or the **Sub-Lessor** shall be deemed to have been served to the **Sub-Lessee** or the subsequent sub-lessees, as the case may be.
41. It shall be the responsibility of the **Sub-Lessor** to notify any change in its registered office address to the **Sub-Lessee** failing which, all notices and other communications sent to the **Sub-Lessor** at its registered office specified hereinabove shall be deemed to have been served on the **Sub-Lessor**.
42. 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 and cancels any



or all prior oral or written discussions, representation, understanding, arrangement, communication or expression of intent, if any, between the **Parties** relating to the **Demised Plot** and / or subject matter of this **Sub-Lease Deed**.

43. If any provision or part of any provision hereof is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.
44. 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**.
45. 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 a period of 30 (thirty) days from the date of the notification of the dispute by one Party to the other, the dispute shall be referred to arbitration of a sole arbitrator. The sole arbitrator shall be appointed mutually by the Sub Lessor and the Sub-Lessee. In case the parties are unable to agree on the appointment of a sole arbitrator as mentioned hereinabove, then in that particular event, either party may approach the jurisdictional Court for the appointment of arbitrator as per the applicable law. The arbitration proceedings shall be conducted in accordance with the Arbitration & Conciliation Act, 1996 or any re-enactment or modification thereof for the time being in force and its decision shall be final and binding. The venue of arbitration shall be at Gautam Budh Nagar. The proceedings of arbitration shall be in English.
46. This **Sub-Lease Deed** shall be construed and interpreted in accordance with and governed by the laws of India.



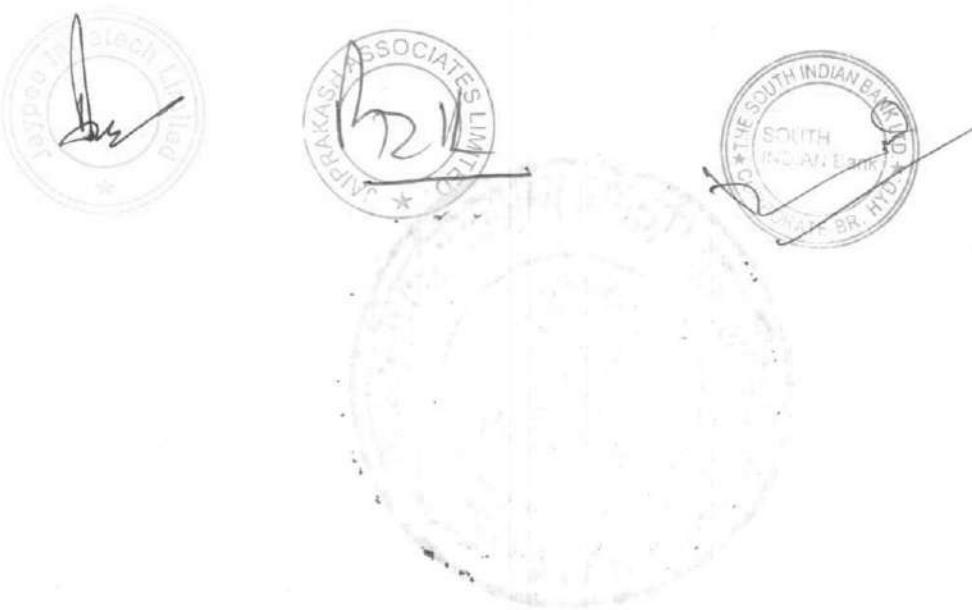
DETAILS OF LAND LEASED TO JAYPEE INFRATECH LTD. THROUGH YAMUNA EXPRESSWAY AUTHORITY LAND FOR DEVELOPMENT : NOIDA (LOCATION-1)					
Sl. No.	Name of Village	Date of Execution	Area (Hect.)	Area (Acres)	Details of Lease Deed Registration
<b>Sector - 128, 129, 131, 133 &amp; 134, Noida</b>					
1	Sultanpur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



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



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



**SCHEDULE OF PROPERTY**

The Demised Plot No. C3-H1 (Master Plan Commercial) having area as below:-

= 8240 Sqm. (2.04 Acres)

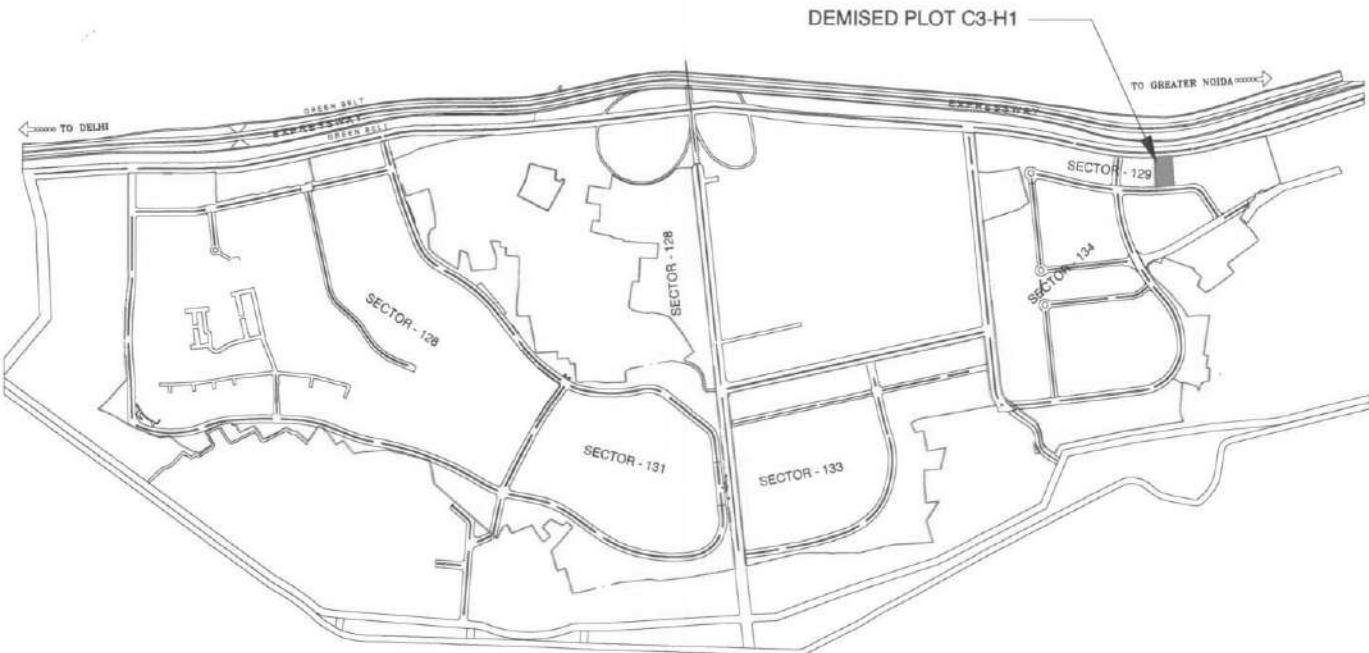
or thereabout at Sector 129, Jaypee Greens Wish Town, Noida, Distt. G.B. Nagar (UP)  
and as demarcated on the Location Plan and bound as under:

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



## LOCATION OF DEMISED PLOT IN THE SUBJECT LAND

### SECTOR - 129, WISH TOWN, JAYPEE GREENS, NOIDA



### DETAILS OF DEMISED PLOT

EXPRESSWAY

45 M WIDE SECTOR ROAD

S ECTOR

C3-H1

8240 Sqm  
(2.04 acre)JAYPEE  
INFRATECH LAND  
BOUNDARY

1 2 9

OTHER  
DEVELOPMENTOTHER  
DEVELOPMENT

ROAD



Note : - All dimensions are in meter



#### LEGEND

BOUNDARY OF SUBJECT LAND  
DEMISED PLOT



DEALT BY :-  
Banasree Mandal

SCALE :-  
N.T.S

CHECKED BY :-  
Raina Dora

DATE :-  
28.11.2016

47. The local Court of Gautam Budh Nagar, Uttar Pradesh and Hon'ble High Court of Judicature at Allahabad shall have exclusive jurisdiction over all matters arising out of or relating to this **Sub-Lease Deed**.

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

**SIGNED AND DELIVERED BY**  
the within named Sub-Lessor/ First Party  
Jaypee Infratech Ltd.

For Jaypee Infratech Limited  
Authorized Signatory   
*Authorised Signatory*

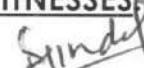
**SIGNED AND DELIVERED BY**  
the within named  
Jaiprakash Associates Limited/ Second Party

For Jaiprakash Associates Limited  
Authorized Signatory   
*Authorised Signatory*

**SIGNED AND DELIVERED BY**  
the within named  
The South Indian Bank Limited/ Third Party

For The South Indian Bank Limited  
Authorized Signatory   
*Asst. General Manager  
Corporate Br. Hyderabad*

**WITNESSES:**

1.  Shobhit Jindal S/o Omprakash Jindal - 63 Plot No - 577  
NK-1 Industrial Area, Ghaziabad

2.  Rakesh Dubey S/o R.B. Dubey, H48, Sector 12, Pratap Vihar, Ghaziabad

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

आज दिनांक 25/03/2017 को

वही सं. 1 जिल्द सं. 8565

पृष्ठ सं. 171 से 244 पर कमांक 1873

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

( एस० क० सिंह )

उप-निबन्धक द्वितीय

नोएडा

25/3/2017



भाग 1

पुनरुत्तर्ता अथवा प्रार्थी द्वारा रखा जाने वाला ।

उप-नेइन्स्प्रेक्ट हिन्दीय

कम सं0 5463

नोएडा

लेख या प्रार्थी पत्र प्रस्तुत करने का दिनांक

25-Mar-2017

प्रस्तुतकर्ता या प्रार्थी का नाम The South Indian Bank Ltdद्वारा रागेश कु

लेख का प्रकार उप पट्टा विलेख

प्रतिफल की धनराशि 1,020,000, / 0.00

1. रजिस्ट्रीकरण शुल्क 20,000.0

2. प्रतिलिपिकरण शुल्क 180

3. निरीक्षण या तलाश शुल्क

4. मुख्यारनामा के अधिप्रमाणी करण के लिए शुल्क

5. दर्पण शुल्क

6. विविध

7. यात्रिक भत्ता

1 से 6 तक का योग 20,180.0

शुल्क वसूल करने का दिनांक 25-Mar-2017

दिनांक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र

वापस करने के लिए तैयार किया 25-Mar-2017

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

SUB-REGISTRAR-II  
N.G.DAIS.B. Nagar

YAMUNA EXPRESSWAY PROJECT

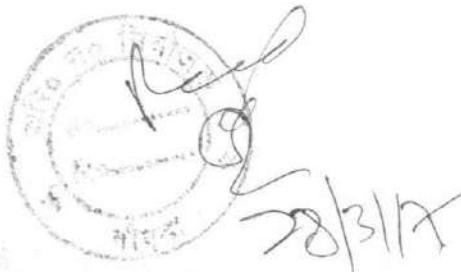
**JAYPEE  
INFRATECH**

165 km expressway with 5 integrated townships  
INDIAN MILESTONE IN INFRASTRUCTURE

Ref: JIL/NOIDA/2017/1263

Date: 28 March, 2017

The Addl. Chief Executive Officer (S) / C.A.P.,  
New Okhla Industrial Development Authority,  
Sector - 6,  
Noida.  
Distt. Gautam Budh Nagar (U.P.)



**Sub: Concession Agreement dated 07/02/2003 for Yamuna Expressway Project.**  
- Development of land in Sectors 128, 129, 131, 133 & 134, Noida.

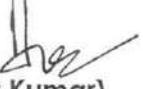
Sir,

Please find enclosed herewith copy of the Sub-Lease Deed executed by us in respect of Commercial Plot No. C3-H1 in Sector 129, Noida, in favour of the following Sub Lessee for your records:

S. No.	Area (in Sqm.)	Plot No.	Name of Sub Lessee	Details of Registration of Sub-Lease Deed
1)	8240 (2.04 Acres)	C3-H1	The South Indian Bank Ltd.	Book no. 1, Volume No. 8565 from page No. 171 to 244 Sl. No. 1873 dated 25.03.2017 with Sub-Registrar II Distt. - G.B. Nagar (U.P.)

0/6  
Thanking you,

Yours faithfully,  
For Jaypee Infratech Ltd.

  
(Ajit Kumar)  
Authorized Signatory

Encl: As above

Copy to: The Addl. Chief Executive Officer  
Yamuna Expressway Industrial Development Authority  
1<sup>st</sup> Floor, Commercial Complex, Block - P2,  
Sector - Omega-1, Greater Noida,  
Pin Code - 201308.  
Distt. Gautam Budh Nagar (U.P.)

**JAYPEE INFRATECH LIMITED**  
CIN : L45203UP2007PLC033119

Regd. Office : Sector - 128, Noida - 201304, Uttar Pradesh (INDIA)  
Ph.: +91 (120) 4609000, 2470800 Fax: +91 (120) 4609464 Website: www.jaypeeinfratech.com

YAMUNA EXPRESSWAY PROJECT

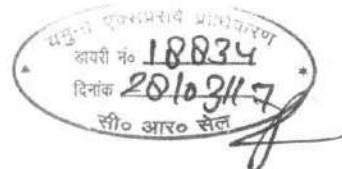
**JAYPEE**  
**INFRATECH**

165 km expressway with 5 integrated townships  
INDIAN MILESTONE IN INFRASTRUCTURE

Ref: JIL/NOIDA/2017/1263

Date: 28 March, 2017

The Addl. Chief Executive Officer (S) / C.A.P.,  
New Okhla Industrial Development Authority,  
Sector - 6,  
Noida.  
Distt. Gautam Budh Nagar (U.P.)



**Sub: Concession Agreement dated 07/02/2003 for Yamuna Expressway Project.**

- Development of land in Sectors 128, 129, 131, 133 & 134, Noida.

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Yours faithfully,  
For Jaypee Infratech Ltd.

(Ajit Kumar)  
Authorized Signatory

Encl: As above

Copy to: The Addl. Chief Executive Officer  
Yamuna Expressway Industrial Development Authority  
1st Floor, Commercial Complex, Block - P2,  
Sector - Omega-1, Greater Noida,  
Pin Code - 201308.  
Distt. Gautam Budh Nagar (U.P.)



उत्तर प्रदेश UTTAR PRADESH

DL 276080

### SUB LEASE DEED AMENDMENT

To the Sub-Lease Deed dated 25th March, 2017 between Jaypee Infratech Ltd., Jaiprakash Associates Limited and South Indian Bank

This **Sub Lease Deed Amendment** is made and entered on this 8<sup>th</sup> May day of 2017, 2017 at Noida, District- Gautam Budh Nagar, U.P.

JAYPEE INFRATECH LIMITED(having PAN AABCJ9042R), a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at Sector – 128, Noida – 201304, U.P. (hereinafter referred to as the “**Sub-Lessor**” or the “**First Party**”), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives, acting through its authorized Signatory Mr. Ajit Kumar, duly authorized vide power of attorney executed by JIL dated September 09, 2016 duly authorized to execute this **Sub Lease Deed Amendment** on behalf of the “**Sub Lessor**”.



F-6 APR 2017

स्टाम्प विक्रेता की विवेदी

स्टाम्प लेने का प्रश्नोजन

स्टाम्प लेने का नम्बर व पृष्ठा

स्टाम्प की दराएँ

स्टाम्प लेने का स्टाम्प विक्रेता

स्टाम्प लेने की तिथि 31-03-2017

स्टाम्प लेने का विक्रेता

स्टाम्प लेने का विक्रेता

51.00 125

autm

तितमा

100.00

फीस गजिस्ट्री

80

नकल व प्रति शुल्क

180.00

योग पृष्ठों की संख्या

24

श्री

पुत्र श्री

THE SOUTH INDIAN BANK LTD द्वारा रामेश कुमार

रामाचन्द्रन

व्यवसाय अन्य

निवासी व्याची

साउथ इंडियन बैंक हैदराबाद

आधारी पता

ने यह लेखपत्र इस कार्यालय में दिनांक

8/5/2017

समय 1:36PM

परं निवन्धन हेतु पेश किया।





रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

( एस० क० सिंह )

उप-निबन्धक द्वितीय

नोएडा

8/5/2017

निवासी लेखपत्र वाद मुनावे व समझने मजमून

प्रथम पक्ष

श्री JAYPEE INFRATECH LTD द्वारा अजीत  
कुमार

पुत्र श्री जगदीश कुमार

पेशा अन्य

निवासी रैक्टर 128 नोएडा





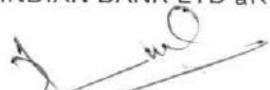
श्री THE SOUTH INDIAN BANK LTD द्वारा

रामेश कुमार

पुत्र श्री रामाचन्द्रन

पेशा अन्य

निवासी साउथ इंडियन बैंक हैदराबाद





श्री JAIPRAKASH ASSOCIATES LTD

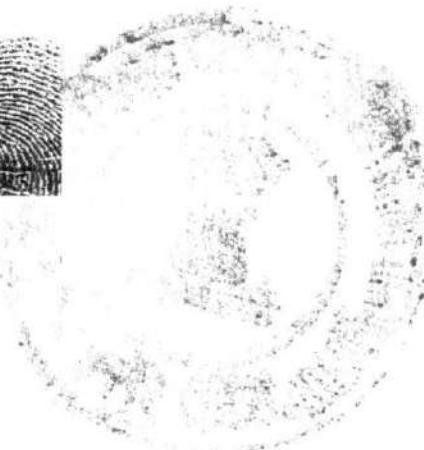
द्वारा मनोज डेमला

पुत्र श्री जगतश्चाथ डेमला

पेशा अन्य

निवासी सैक्टर 128 नोएडा



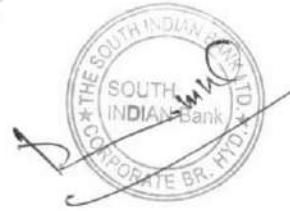


AND

JAIPRAKASH ASSOCIATES LIMITED(having PAN AABCB1562A), 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 “JAL” or the “Second Party”), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives, acting through its authorized Signatory Mr. Manoj Dembla, duly authorized vide power of attorney executed by JAL dated August 31, 2016 duly authorized to execute this **Sub Lease Deed Amendment** on behalf of the “Second Party”.

AND

THE SOUTH INDIAN BANK LIMITED having PAN: AABCT0022F, a banking Company duly incorporated and validly existing under the provisions of the Companies Act, 1913 as amended from time to time bearing corporate identity number [L65191KL1929PLC001017] and having its head office at SIB House, T.B. Road, Thrissur- 580 001, Kerala and having one of its offices at Corporate Branch, Hyderabad, 6-3-1085/D/G1, Dega Towers, Somajiguda, Hyderabad, Telengana – 500 082 India (hereinafter referred to as the “Sub-Lessee” or the “Third Party”), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives acting through its authorized Signatory/ Director Mr. Ragesh Kumar R S, Assistant General Manager duly authorized by a Board resolution dated 28.10.2016 to execute this **Sub Lease Deed Amendment** on behalf of the “Sub Lessee”.



ने निष्पादन स्वीकार किया।

मिनकी पहचान

राहुल दुबे

आर बी दुबे

पेशा अन्य

निवासी एच-48 सैक्टर 12 प्रताप विहार विजय नगर गाजियाबाद

व एम आर बडोनी  
जी आर बडोनी

पेशा अन्य

निवासी सैक्टर 128 नोएडा

ने की।

पत्वक्षण भाइ साक्षियों के निगान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

( एस० क० सिंह )  
उप-निबन्धक द्वितीय  
नोएडा

8/5/2017



The **Sub-Lessor** had executed a **Sub-Lease Deed** in favour of the **Sub-Lessee** for Plot No. C3-H1 situated in Jaypee Greens Wish Town, Sector-129, Noida Distt. Gautam Budh Nagar, Uttar Pradesh admeasuring 8240 Sq.mtr. (2.04 acres approximately) (herein referred to as the **Demised Plot**) on 25<sup>th</sup> March, 2017 that was duly registered vide Book no. 1, Volume No. 8565 from pages 171 to 244 Sl. No. 1873 with Sub-Registrar-II Noida Distt. – G.B. Nagar (U.P.)

AND WHEREAS the **Sub-Lessee** by virtue of the **Sub-Lease Deed** is the absolute **Sub-Lessee** and in possession of the **Demised Plot**, and

AND WHEREAS, due to some minor inadvertent errors, the parties have now agreed to amend the said **Sub-Lease Deed** to correct the said errors by executing this **Sub Lease Deed Amendment**.



## प्रथम पक्ष

Registration No.: 2893

Year : 2,017

Book No. : 1

0101 JAYPEE INFRATECH LTD द्वारा अजीत कुमार

जगदीश कुमार  
सैकटर 128 नोएडा  
अन्य



0102 JAIPRAKASH ASSOCIATES LTD द्वारा मनोज डेमला

जगतनाथ डेमला  
सैकटर 128 नोएडा  
अन्य



NOW THEREFORE THIS SUB LEASE DEED AMENDMENT WITNESSTH AS FOLLOWS:

1. The date "February 29, 2016" occurring in the description of **Sub-Lessor** at page 1 is amended as "September 09, 2016".
2. The words "Andhra Pradesh" occurring in the description of **Sub-Lessee** at the end of the **Sub-Lessee's** address at page 2 is substituted by the word "Telangana".
3. Area mentioned as "8024" Sq Mtrs occurring in recital K at Page 5 is amended to "8240" Sq Mtrs. Where as the said extent has been correctly mentioned as 8240 Sq Mtrs in e-stamp, line 5 of Page No.1 and in line 2 of Annexure II of the said Original Sub Lease Deed.
4. Except the above amendments as stated in clause 1, 2 & 3 hereinabove, the contents of the **Sub-Lease Deed** remains unaltered and unchanged. This **Sub Lease Deed Amendment** shall always remain an integral part of the **Sub-Lease Deed** and shall be treated as part and parcel of the said **Sub-Lease Deed** as if the said amendments are incorporated therein from the date of execution of the said **Sub-Lease Deed**.
5. This **Sub Lease Deed Amendment** neither changes the transaction in the **Sub-Lease Deed** nor changes the character of the said transaction or the **Sub-Lease Deed**.



## द्वितीय पक्ष

Registration No. : 2893

Year : 2,017

Book No. :

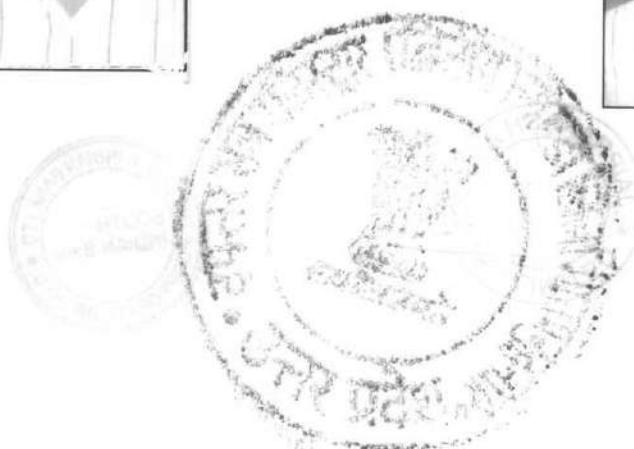
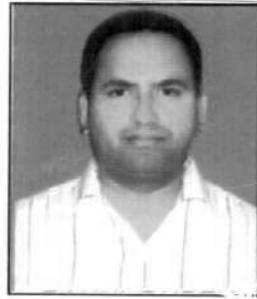
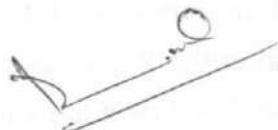
1

0201 THE SOUTH INDIAN BANK LTD द्वारा रागेश कुमार

रामाचन्द्रन

साउथ इंडियन बैंक हैदराबाद

अन्य



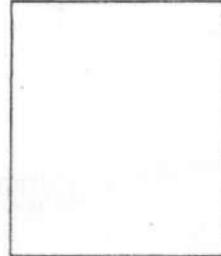
## फोटो पार्म

द्वितीय नौरा

कार्यालय उपनिवास, मावड़, गौतमबुद्धनगर।

लेखपत्र संख्या...../2023 जिल्द संख्या..... रजिस्ट्री तिथि.....

प्रथम पक्ष/क्लेतागण



नाम अधीत कुमार

नाम भनोचा अमला

नाम .....

नाम .....

द्वितीय पक्ष/क्लेतागण



नाम शंखराम कुमार

नाम .....

नाम .....

नाम .....

गवाह -१



नाम राहुल कुमे

गवाह -२



नाम मर्त्तदम बड़ौनी

गवाह

Registration No.: 2893

Year : 2017

Book No. : 1

W1 राहुल दुबे

आर ची दुबे



एच-48 सैक्टर 12 प्रताप विहार विजय नगर गाजियाबाद यूपी

अन्य



W2 एम आर बडोनी

जी आर बडोनी



सैक्टर 128 नोएडा

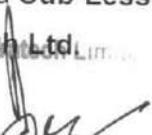
अन्य



In **WITNESS WHEREOF** both Parties have set their respective hands on this **Sub Lease Deed Amendment** on this day, month & year first above written in the presence of the following witnesses :-

SIGNED AND DELIVERED BY  
the within named **Sub-Lessor/ First Party**

**Jaypee Infratech Ltd.**

  
**Authorised Signatory**

Authorized Signatory

SIGNED AND DELIVERED BY  
the within named  
**Jaiprakash Associates Limited/ Second Party**



Authorized Signatory

SIGNED AND DELIVERED BY

the within named

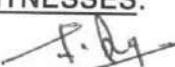
**Sub Lessee / Third Party**

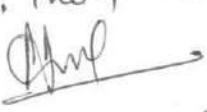
**The South Indian Bank Limited**  
For THE SOUTH INDIAN BANK LTD.

  
Authorized Signatory  
Asst. General Manager  
Corporate Br. Hyderabad



**WITNESSES:**

1.   
(Rahul Dubey S/o R. B. Dubey)  
H-48, Pratap Vihar, Sector-12, Gurgaon

2.   
M. R. Berduni  
S/o Shri G. R. Berduni  
Sector - 128 Model

आज दिनांक 08/05/2017 को  
वही सं. 1 जिल्द सं. 8654  
पृष्ठ सं. 21 से 44 पर क्रमांक 2893  
रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

( एस० क० सिंह )

उप-निबन्धक द्वितीय  
नोएडा

8/5/2017



मार्ग 1

दर्शन अथवा पार्श्व द्वारा देखा जाने वाला ।  
प्राप्ति दर्शक हितीय क्रम सं 8183

या पार्श्वा पर प्रत्युत करने का दिनांक 08-May-2017  
किसी या पार्श्व का नाम THE SOUTH INDIAN BANK LTD द्वारा र  
का वक्ता हितमा।

प्रत्युत की धनगति 0.00	/ 0.00
1 ग्रन्तीकरण शुल्क 100.00	
2 परिलिपिकरण शुल्क 80	
3 निरीक्षण या तलाश शुल्क	
4 मुख्यगनगा के अधिप्रमाणी करण के लिए शुल्क	
5 कमीशन शुल्क	
6 विविध	
7 चालिक भला	
8 नक्का का योग 180.00	

प्रत्युत करने का दिनांक 08-May-2017  
प्रत्युत के द्वारा परिलिपि या तलाश प्रमाण पत्र  
प्रत्युत के लिए देखा किया 08-May-2017

प्रत्युत करण अधिकारी के हस्ताक्षर