

Summary Of Lease deed of Jaypee Greens & Sale Agreement from HDFC to Golf Lke LLP					
Sr. No.	Category	Page No.	From To	Date of Execution	Break-up
1	Lease deed- Part-1	1 to 25	Greater Noida Industrial development Authority to Mussorie Hotels LTD.	Thursday, June 8, 2000	Part-1
2	Fresh Certificate of Incorporation consequent upon change of name	26	Mussorie Hotels LTD. To Jaypee Greens LTD.	Thursday, September 14, 2000	
3	Lease deed- Part-2	27 to 42	Greater Noida Industrial development Authority to Mussorie Hotels LTD.	Friday, May 18, 2001	
4	Scheme of Amalgamation	43 to 46	Scheme of Amalgamation of Jaypee Greens Limited With Jaiprakash Associates Limited	Thursday, March 11, 2004	
5	Demand Notice to Jaypee	47 to 49	Demand notice to Jaypee	2nd March 2019	Part-2
6	Private treaty documents	50 to 62	HDFC to Golf Lake LLP	23rd March 2019	
7	Letter for sale of Assets	63 to 65	Sale of assets to Golf Lake LLP by HDFC	25th March 2019	
8	Letter from Jaypee	66	Responsibility letter	10th August 2023	Part-3
9	Deed of Certificate of sale	67 to 85	From HDFC bank to Golf Lake LLP	10th August 2023	



Stamp Duty Paid in Cash Certificate in favour of  
Mussoorie Hotels Limited, New Delhi  
in pursuance of the order of the Collector No.

153 dated 03-02-98 passed under section

10-A of the Stamp Act. It is certified that on  
amount of ₹ 742,337.00/-, which is Two Crore, Forty two Lacs, thirty three thousand =

Seven hundred only, the sum of ₹ 1,000/- as stamp  
duty is chargeable on the Greater Noida State  
Bank of India, S. No. 16..... Date 07-6-2000 Case  
No. 07-6-2000

Officer In Charge  
Chief Treasury Officer  
Greater Noida Nagar

Leave Deed



  
ARVIND MOHAN SINGH  
Deputy Manager (Property)  
Greater Noida Industrial  
Development Authority.

For MUSSOORIE HOTELS LIMITED

  
Authorised Signatory

- 7 JUN 2010

स्टारमिंग रेस्टरेंट  
हिना गढ़ा  
कीमत रुपया/प्रति वर्ष रुपया

740.00/-

2.0. 23750500/-  
2.59 39625/-

10000+10+60=10160 4000  
10000 रुपया 4000  
उपर्युक्त राशि का विवर  
कृपया संक्षेप से दर्शायें। *Jalil*  
विवर  
3.6.2010 1000/-

*Jalil*

संविद 3-6-2010

मिस्टर का निम्नलिखित राशि गामी वर्ष चालाक  
मंजरी नं. 23750500/- का प्रतीक्षा करा रहा है  
कृपया उपर्युक्त राशि का विवर  
विवर में दर्शायित किया जाए। दर्शायें का विवर  
ग्राह्य करना।

मिस्टर का विवर

पूरा नाम जयपुर चाहरा

विवर A-9127 वाराणसी रोड

श्री हाईकोर्ट कैरोलिना कॉम्पोनेंट्स

गोपनीय विवर

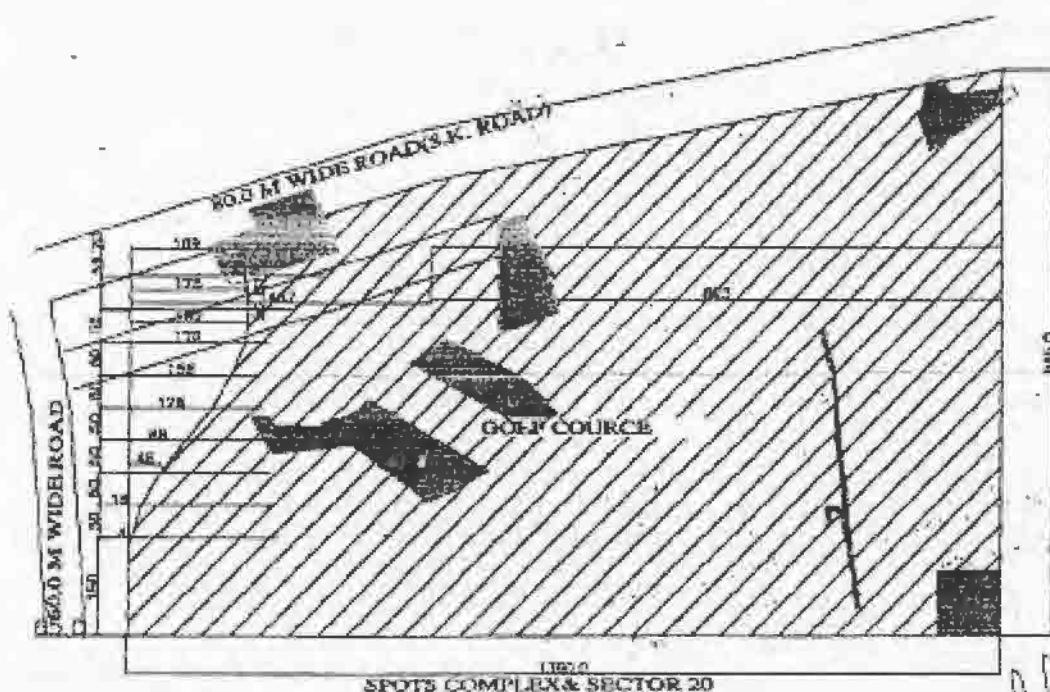
*Jalil*

*Kita*

23750500/- HOTELS INN  
1000/-

**LAND NOT INCLUDED  
IN THE LEASE DEED - 15.0665 AC.  
TOTAL AREA OF LAND (237.4865 ACRE)**

LEASE DEED AREA TO BE CARRIED OUT -223.42 AC.



## LEGEND

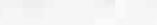
## GOLF COURSE

FOR MUSSOQRIE HOTELS LIMITED

USSOORIE HOTELS LTD  
*Joe Smith*  
Authorized Signatory

ARVIND MOHAN SINGH  
Deputy Inspector (Property)  
1111 Sector 100 T-10  
Development Authority

LEASE DEED AREA TO BE CARRIED OUT=222.42 AC

SIGN POSSESSION TAKEN OVER ALLOTEE	SIGN POSSESSION HANDED OVER GNIDA	N
LEASE PLAN GOLF COURSE GREATER NOIDA	DIMENSIONS VERIFIED	
GREATER NOIDA	 ASST. MANAGER	 MANAGER

ବ୍ୟାପକ ଦେଇ କରିବାର ବିଷୟ

୨୭/୨୬

୨୭/୨୬/୨୦୧୨ ମୁହଁରା ମୁହଁରା

ଶ୍ରୀ କର୍ମଚାରୀ ପାତ୍ର ପାତ୍ର

SECTOR-1A  
ALPHA

NOTE: DIMENSION AS PER SITE SURVEY  
FROM ENGINEERING DEPTT. ON  
LAND NOT INCLUDED IN  
LEASE DEED 221/164/1  
TOTAL AREA 1225400  
AREA TRANSFERRED UNDER THE  
PRESENT LEASE DEED 1221/124/2

PROPOSED SITE  
GOLF COURSE

SCALE 1:400	2400
N	DEALT BY RAJESH SHARMA

LEENU SEHGAL  
MANAGER (P&NG)

SHARAT BHUSHAN  
GENERAL MANAGER

GREATER NOIDA  
INDUSTRIAL DEVELOPMENT  
AUTHORITY

Document handled over by

Document taken over by  
Rajesh Sharma  
Senior Manager - Legal  
Reliance Industries Limited  
Reliance Industries Limited

23/2/95

11

NOTE : DIMENSION AS PER SITE SURVEY  
FROM ENGINEERING DEPT.

LAND NOTE INCLUDED IN  
LEASE DEED.

TOTAL AREA 023.00 Sq.  
METERS  
AREA TRANSFERRED UNDER  
PRESENT LEASE DEED 0122.40

PROJECT 2 SITE  
GOLF COURSE

SCALE 1:4000	DATE 24/5/2008
N	DEALT BY RAJESH SHARMA

LEENU SINGH  
MANIKER (FINGER)

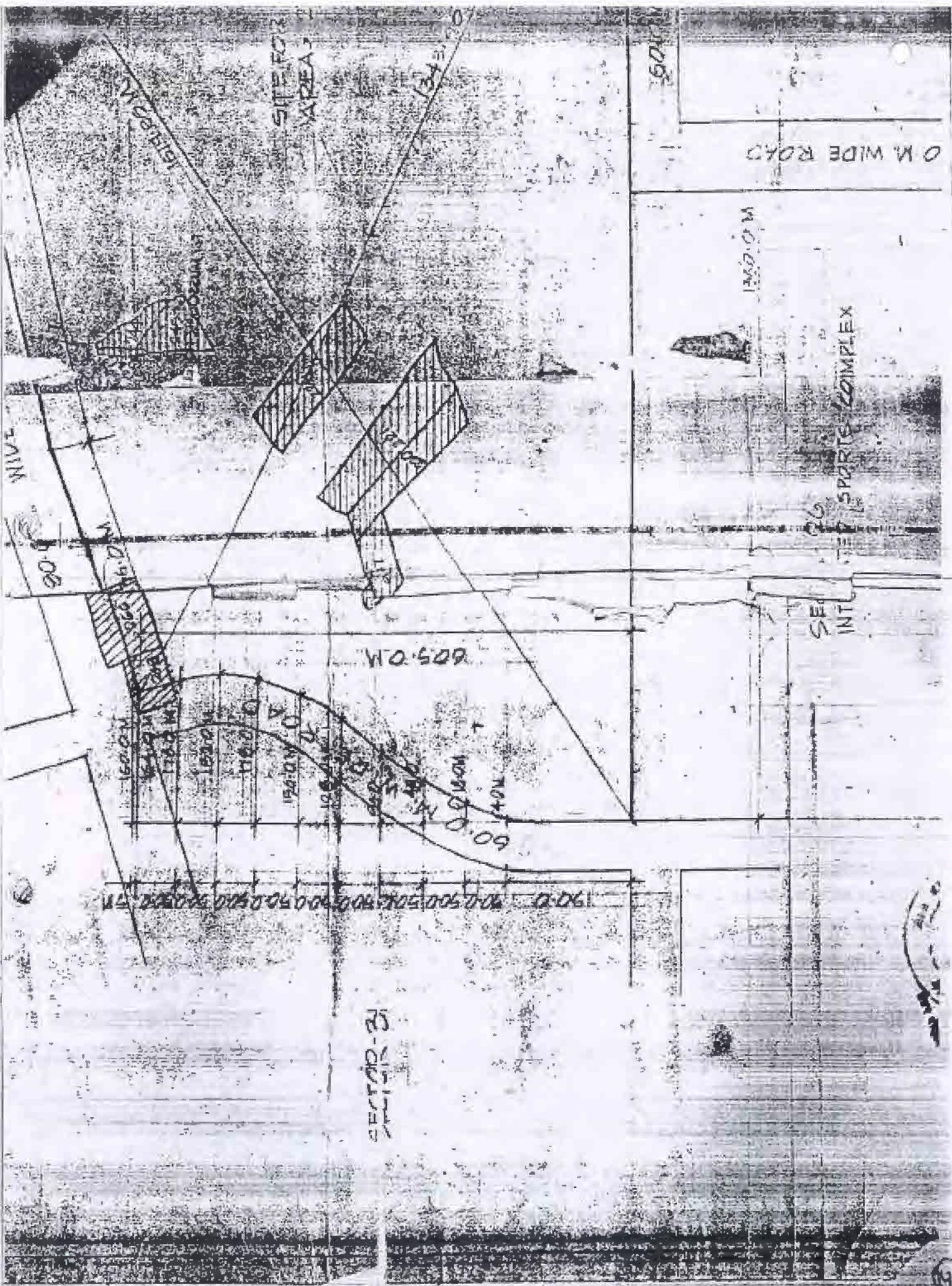
BHARAT  
GM (PLNG)

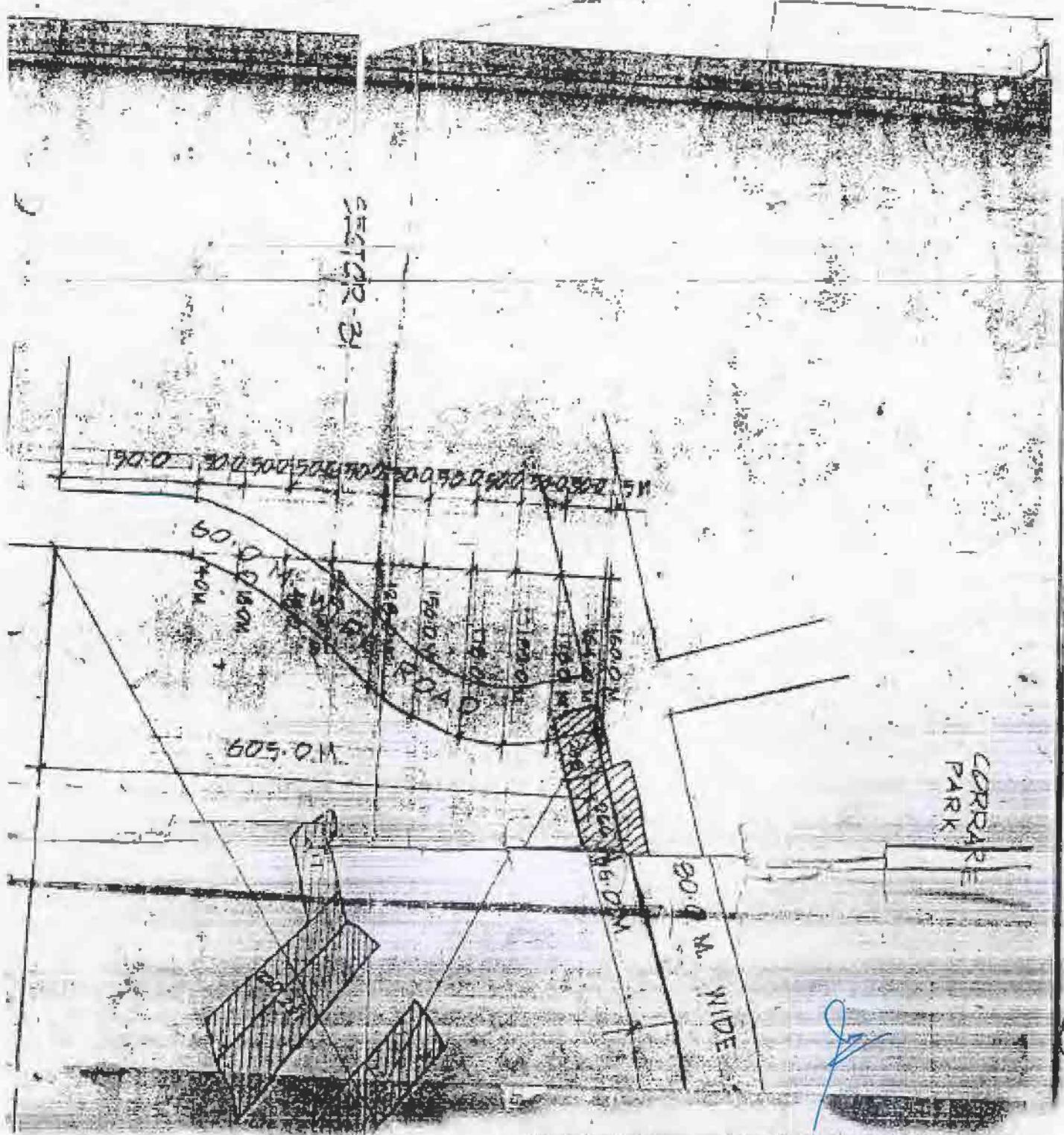
GREATER NOIDA  
INDUSTRIAL  
DEVELOPMENT  
COMMISSION

Survey taken over by  
Bharat Bhawan  
Surveyor  
dated 24/5/2008  
for a site transfer  
under lease deed  
dated 122.40 Sq.  
Meters

Surveyor handled over by  
Bharat Bhawan







Presented with love  
1936  
2005



USE  
RES

WAT  
WORK  
2000

*[Signature]*  
ALVIND MOHAN SINGH  
Deputy Manager (Property)  
Uttar Khasi Industrial  
Development Authority.

For MUSSOORIE HOTELS LIMITED  
*[Signature]*  
Authorized Signatories

LEASE DEED

THIS LEASE DEED MADE ON THE 8<sup>th</sup> day of june in the year 2000 between the Greater Noida Industrial Development Authority, a body corporate constituted under section 3 of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) (hereinafter called the "Lessor" which expression shall, unless the context does not so admit include its successors, assigns) of the one part and M/s Mussoorie Hotels Ltd. a Company incorporated under the Companies Act, 1956, having its registered office at 'JA Annexe' 54 Basant Lok, Vasant Vihar New Delhi pin-110057 represented hereby through its Chairman, Mr. Jai Prakash Gaur, hereinafter called the "Lessee" (which term shall, unless, repugnant to or inconsistent with the context mean and include its successors in interest and assings) of the other part.

WHEREAS the land broadly known as Golf Course measuring 222.42 acres forming part of Block Surajpur Kasana Road at Sector-19 and 25 in Greater Noida Industrial Development Authority Distt.-Gautam Budh Nagar was earlier leased to M/s. Sterling Holiday Resorts (I) Ltd. but they failed to adhere to the terms of lease, due to which the lease was terminated and determined. The establishment of Golf Course of PGA Icvcl, which can give boost to the development of Greater Noida Industrial Development Authority, is also delayed.

AND WHEREAS the aforesaid land was leased to the previous lessee at consideration of Rs. 23,75,85,001.00 in respect of 222.42 acres of land which they failed to pay as per payment schedule, resulting into cancellation of lease deed as stated above. The lessor entered into the premises and took its possession.

I) NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

That the lessee has proposed that towards consideration of rights governed under the present lease deed and granted to lessee, they be permitted to pay the interest and the balance amount, which the lessor would have received from the previous lessee as premium. This proposal is found feasible to the lessor. Thus the lessee has agreed to pay Rs. 14,46,08,319.00 as premium and Rs. 23,51,74,240.00 as interest and other dues to the Lessor. The said amount is checked and verified by the lessee and is acceptable to them. The lessee as such have agreed to pay the above amount in the manner hereinafter provided:-

1. Towards premium amount, Rs.6,42,70,364.00 is to be paid up front and the same is being received vide Bank Draft No. 006534 of ICICI Bank Ltd. Dated 03.06.2000.
2. Towards balance premium of Rs. 8,03,37,955.00 is to be paid in the ten equal instalments on dates specified below:

1.	Rs. 80,33,795.50	on or before	06.06.2001
2.	Rs. 80,33,795.50	on or before	06.06.2002

For MUSSOORIE HOTELS LIMITED

ARVIND SINGH  
Deputy Director (Property)  
Greater Noida Industrial  
Development Authority

3.	Rs. 80,33,795.50	on or before	06.06.2003
4.	Rs. 80,33,795.50	on or before	06.06.2004
5.	Rs. 80,33,795.50	on or before	06.06.2005
6.	Rs. 80,33,795.50	on or before	06.06.2006
7.	Rs. 80,33,795.50	on or before	06.06.2007
8.	Rs. 80,33,795.50	on or before	06.06.2008
9.	Rs. 80,33,795.50	on or before	06.06.2009
10.	Rs. 80,33,795.50	on or before	06.06.2010

3. The amount of Rs. 23,51,74,240.00 which the lessor has agreed to pay and which is due from the previous lessee is as per the break up given below:

- a) The overdue interest including compound interest amount to Rs. 17,26,16,530.00.
- b) The over due lease rent amounting to Rs. 2,37,58,500.00
- c) The overdue penal interest amounting to Rs. 2,86,17,200.00
- d) The over due interest on premium amounting to Rs. 1,01,82,010.00

The above interest amount shall be paid by the lessee in the following manner:

- i) An amount of Rs. 8,63,08,265.00 i.e. 50% of the over due interest shall be converted by the lessee into the equity of the lessor at par in the lessee's company M/s. Mussoorie Hotels Ltd. and lessee shall issue share certificates of the above sum in favour of the lessor.
- ii) Balance 50% amounting to Rs. 8,63,08,265.00 shall be converted into Non-convertible Redeemable Cumulative Debenture (NCD's) in favour of the lessor and carrying coupon rate of 15% as cap, but allowed to float at the same rate as Authorities general rate of interest of instalment payment. The NCD's of the lessor would be redeemed in the 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> year of issue of the NCD's.
- iii) That the penal interest amounting to Rs. 2,86,17,200.00 shall be set off as an incentive, in case the allottee/lessee completes the 18 hole PGA level Golf Course functional to the satisfaction of the Authority and Indian Golf Association by 31<sup>st</sup> March, 2001. In the event of non completion of same, the penal interest due amounting to

For MUSSOORIE HOTELS LIMITED

Authorised Signatories

ARVIND CHANANA  
Deputy Manager (P&O-1)  
Greater Noida  
Development Authority

Rs.2,86,17,200.00 along with interest thereon @15% p.a. upto 31.03.2001, shall be converted into NCD's Carrying coupon rate of interest of 15% as cap. But allowed to float at the same rate as Authorities general rate of interest of instalment payment. The NCD's of the lessor would be redeemed in the 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> year of issue of NCD's.

iv) The amount due as overdue lease rent amounting to Rs. 2,37,58,500.00 has been paid vide Bank Draft No. DD6535 of ICICI Ltd. Dated 3.6.2000.

v) The overdue interest on premium amounting to Rs. 1,01,82,010.00 shall be paid in ten equal yearly instalments with interest @ 15% p.a. on the outstanding balance on the dates specified below:

1.	Rs. 10,18,201.00	on or before	06.06.2001
2.	Rs. 10,18,201.00	on or before	06.06.2002
3.	Rs. 10,18,201.00	on or before	06.06.2003
4.	Rs. 10,18,201.00	on or before	06.06.2004
5.	Rs. 10,18,201.00	on or before	06.06.2005
6.	Rs. 10,18,201.00	on or before	06.06.2006
7.	Rs. 10,18,201.00	on or before	06.06.2007
8.	Rs. 10,18,201.00	on or before	06.06.2008
9.	Rs. 10,18,201.00	on or before	06.06.2009
10.	Rs. 10,18,201.00	on or before	06.06.2010

And the lessee has also further agreed to pay Rs. 59,39,625.00 as per year lease rent determinable @ 2.5% of Rs. 23,75,85,001.00, the total premium of the plot, which the previous allottee had to pay for 222.42 acres of land. This will be the annual lease rent which the lessee shall pay every year in advance to the lessor.

AND in consideration to payment made and/or agreed to pay by the lessee to the lessor, the lessor doth hereby demise and lease to the lessee, all the plot of land situated in Block Surajpur Kasna Road at Sector No. 19 and 25 in Greater Noida Industrial Development Area, District Gautam Budh Nagar admeasuring 222.42 acres and bounded as follows:

ON THE NORTH - WEST BY - Sector-26, Sector-20, 60m wide road.

ON THE EAST - EAST BY - Sector-31, 60m wide road

ON THE WEST BY - Sector-Alpha, 105 mtr wide city arterial road

For MUSSOORIE HOTELS LIMITED

*[Signature]*  
Authorised Signatory

*[Signature]*  
ARVIND MOHAN SINGH  
Deputy Manager (Property)  
Greater Noida Industrial

Except Khasra nos. 217, 220, 221, 224, 264, 102, 103, 104, 45, 244, 245, 246, 266, 268 of village Haldona, District Gautam Budh Nagar.

And which said plot is more clearly delineated and shown in the attached Lease/sizra plan and therein marked red.

TO HOLD the said plot (hereinafter referred to as "the demised premises") with their appurtenances unto the Lessee to the term of Ninety Four Years Commencing from (the execution of the lease deed) 1.6.2000, except and always reserving to the Lessor,

- a) A right to lay water mains, drains, sewers or electric wires and such other services necessary for the township under, above or through the demised premises, if deemed necessary by the Lessor in developing the area.
- b) Full rights and title to all mines and minerals in and under the demised premises or any part thereof.

II) AND THE LESSEE DOETH HEREBY DECLARE AND COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING:

- a) That the lessee shall pay to the lessor :
  - i) the balance premium in the instalments,
  - ii) the balance overdue interest on premium in instalments.

Both with interest @ 15% p.a. on the balance premium and the balance over due interest as mentioned in Clause I above by the dates mentioned therein. The lessee shall also pay regularly in advance, the lease rent and shall also take steps for redemption of the amount covered under the Non Convertible Redemable Commulative Denatures on 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup> and 10<sup>th</sup> year of the lease as mentioned above. In case the lessee fails to pay any instalments of premium and/or over due interest (with interest) and/or the lease rent by the due date, he shall thereafter pay the same with interest @ 20% p.a. on such amount in arrears from the due date till the date of payment, provided that further failure to pay instalment amount and/or lease rent / payment mentioned in Clause I above, continuously for six months, the lessee may determine the lease with penalties and consequences given in Clause III below.

- b) That the Lessee will bear, pay and discharge all rates assessments of every description including beneficition levy which during the said term be assessed, charged or imposed upon either on the landlord or the tenant or the occupier in respect of demised premises or the buildings to be erected thereupon.

For MUSSOORIE HOTELS LIMITED

ARVIND MOHAN SINGH  
Deputy Manager (Property)  
Lease Department

- c) That the lessee will obey and submit to all directions issued or regulations made by the Lessor now existing or hereafter to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the place.
- d) That the Lessee will at his own cost develop and erect on the demised premises in accordance with the plan, elevation, and design to be approved by the Lessor or any officer authorised by the Lessor in that behalf in writing and in a substantial workman like manner, building only with all necessary sewers, drains and other appurtenances according to the directions issued or regulations made in respect of building, drains, latrines and connection with sewers.
- e) That the lessee will keep the demised premises and the buildings:
  - i) at all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor;
  - ii) and the available facilities as well as the surroundings neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.
- f) That the lessee shall abide by all Regulations, by-laws, Directions and Guidelines of the Authority framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and rules made therein.
- g) In case of non-compliance of terms and directions of lessor, the lessor shall have the right to impose such penalty as the lessor may consider just and/or expedient.
- h) If the maintenance work of any area is not found satisfactory as per the lessor's guidelines, then the required maintenance work will be carried out by the lessor and the expenses incurred in carrying out such works will be borne by the lessee. The decision of the lessor will be final as to the expenses incurred in the maintenance work.
- i) That the lessee will not make, or permit to be made, any alteration in or additions to the layout of the course and said buildings or other erections for the time being on the demised premises, erect or permit to be erected any new building on the demised premises without the previous permission in writing of the lessor and except in accordance with the terms of such permission in writing of the plan if any, approved by the Lessor or any officer authorised by Lessor in that behalf and in case of any deviation from such terms of plan, lessee will immediately upon receipt of notice from the lessor or such officer requiring him so to do, correct such deviation as aforesaid and if the lessee shall neglect to correct such deviation for the space of one calendar month after the receipt of such notice then it shall be lawful for the lessor to cause such deviation to be corrected at the expenses of the lessee which expenses of the lessor the lessee

For MUSSOORIE HOTELS LIMITED

6  
ARVIND MORTAN SINGH  
Deputy Manager (Property)

hereby agrees to reimburse by paying to the lessor such amount as the lessor (whose decision shall be final) shall fix in that behalf.

- j) That the lessee shall use minimum 182 acres of land for construction of Golf Course include club house facilities and remaining 40.42 acres for the purpose of constructing villas, condominiums and houses for residential purpose and hotel, tennis academy and other commercial/ institutional use and no other purpose without the consent of the lessor and subject to such terms and conditions as lessor may impose and will not do or suffer to be done on demised premises or any part thereof, any act or thing which may be or grow to be a nuisance, damage, annoyance or inconvenience to the lessor or the owners, occupier of other premises in the neighbourhood.
- k) That the lessee will in no case assign, relinquish (except in favour of the Lessor) sublet, transfer or part with possession of the Golf Course and the hotel without prior permission of the Lessor. The transfer of plot to lessee's legal heir will be allowed with prior permission of the Lessor or an officer authorised by him/her in this regard.

The lessee is entitled to grant license to its customers on time-share basis for the lease period or such other basis in respect of resorts and hotels and other amenities put up in the demised premises.

Transfer permission may be given at the discretion of the lessor or an officer authorised by them in accordance with the policy prevailing at that time. The discretion of the lessor in the matter shall be conclusive, binding and final.

The lessee may, however, with the prior permission of the lessor and subject to such conditions as it may impose, mortgage the demised premises to any Government/Semi Government organisation /Financial Institution/ Individuals /Firms/ Body Corporate /Banks for the purpose of securing loan for acquiring the plot/ construction.

In case of transfer, transfer charges as fixed by the lessor shall be payable by the lessee at the time of transfer.

- l) That the lessor shall have first charge upon demised premises for the amount of unpaid balance and charges, interest and other dues of the lessor.
- m) That the lease will not assign, relinquish, mortgage, sublet, transfer, part with possession of any portion less than the whole or the Golf Course and Hotel building thereon nor cause any sub-division thereof by metes and bounds or otherwise.
- n) That every transfer, assignment, relinquishment, mortgage, subletting of the whole of the course or building or both shall be subject to and the transferee,

For MUSSOORIE HOTELS LIMITED

*John G.*  
Authorised

ARMED FOR PEACE

assignee or sub-lessee shall be bound by all covenants and conditions herein contained and be answerable to the lessor in all respect therefor.

o) That no transfer charges shall be levied by the lessor for the first sale of residential and commercial area. However, for the subsequent sales, transfer charges would be leviable as per the rates prevalent at the time of such transfer.

PROVIDED always that if the lessee or his/her/their/its transferee or permitted assignees as the case may be, will assign, relinquish, mortgage, sub-let or transfer the course, demised premises and building thereon as a whole or residue on the said terms he/she/its will deliver at his/her/its/their own expense to the lessor at its office attested copy of the assignment, relinquishment, mortgage or transfer deed together with a notice thereof within a month after the same shall have been duly registered under the Indian Registration Act or any other amending statute.

p) That the lessee will permit the members, officers and subordinates of the lessor and workmen and other employed by the lessor from time to time and at all reasonable time of the day, during the said terms after three-days previous notice to enter into and upon the demised premises and building to be erected thereupon in order to inspect the same and carry on necessary works mentioned before and the lessee will give notice of the provisions of this sub-clause to his/her/their/its tenants.

q) That the lessee will develop the course and construct all the buildings according to the layout, architectural and elevation control as prescribed by the lessor/competent authority.

r) That the lessee will not erect or permit to be erected on any part of the demised premises any stable, sheds or other structures of description whatsoever for keeping horse, cattle, poultry or other animals except and in so far as may be allowed by the lessor in writing.

s) That the lessee shall not exercise his/her/their/its option of determining the lease nor hold the lessor responsible to make good the damage if, by fire, tempest, flood or violence of army or of a mob or other irresistible force, any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

t) That the lessee shall develop 18 hole Golf Course and construct club house and attendant facilities upon the leased land within a period of three-years from the date of execution of lease deed unless extension is allowed by the Lessor in exceptional circumstances and on such conditions as it may impose. Extension may be granted in development on the following charges:

i) 1<sup>st</sup> year after the stipulated period on payment of 1% of Rs. 23,75,85,001.00 as extension charges.

For MUSSOORIE HOTELS LIMITED

KRIVING  
Deputy Manager (P.)

- ii) 2<sup>nd</sup> year after the lapse of above stipulated period on payment of 2% of Rs. 23,75,85,001.00 as extension charges.
- iii) 3<sup>rd</sup> year after the lapse of above stipulated period on payment of 3% of Rs. 23,75,85,001.00 as extension charges
- iv) 4<sup>th</sup> year after the lapse of above stipulated period on payment of 4% of Rs. 23,75,85,001.00 as extension charges.

No extension in any case be granted after four years from the period stipulated for development in sub-clause (t).

- u) That the lessor only in the exceptional circumstances shall give the extension. In case the lessee does not develop the course and construct building within the time provided for above, this deed of lease will be void and his interest in the property will be determined.
- v) The lessee shall obtain affiliation and rating (71 and 72) from Indian Golf Union within three years from the date of completion of the project and shall maintain this affiliation and rating in future. The course shall have minimum 6200 mts. Of total length of holes.
- w) The annual lease rent mentioned in clause I above may be enhanced on the expiry of every 15 years. However, the amount of lease rent so enhanced shall not be more than 50% of the amount last fixed. In such case supplementary deed shall be executed.

The lessee can also pay entire lease rent for 94 years in lump sum by paying eleven times the amount of one years lease rent.

- x) The lessee shall maintain hygienic standards in the health club, kitchens and hotel as per norms of Indian Tourism Development Corporation.

**III) AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWING;**

- A. Notwithstanding anything hereinbefore contained if there shall have been in the opinion of the lessor (whose decision shall be final and binding) any breach by the lessee or any person claiming through or under him/her/their/its of any of the covenants or conditions hereinbefore contained and on his/her/their/its part to be observed and performed and in particular and without prejudice to the generality of the sub-clause, if the lessee transfers, relinquishes, mortgages or assigns the whole or part of the demised promises before constructing a building on it as hereinbefore provided within the period mentioned in clause II (t) it shall be lawful for the lessor, without prejudice to any other right of the lessor in

For MUSSOORIE HOTELS LIMITED

*[Signature]*  
Authorised Signatories

*[Signature]*  
ARVIND S. S.  
I. Deputy Manager (T-705)  
Estate Agents Inc.

respect of any breach of agreement, to re-enter the demised premises or any part thereof and determine this lease and thereupon if:

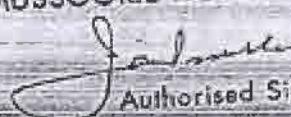
- i) At the time of re-entry, if the demised premises has not been occupied by the lessee by way of constructing a building or development of course thereon the lessor may re-allot the demised premises and entire deposited amount shall stand forfeited in favour of the lessor.
- ii) At the time of re-entry :
  - a) If the demised premises are occupied by any building constructed by the Lessee thereon the lessee shall within a period of three months from the date of re-entry remove from the demised premises all erections or buildings, fixtures and things which at any time and during the terms shall be affixed or set up within or upon the said premises and leave the said premises in as good a condition as it was on the date of demise, in default whereof the same shall become the property of the lessor without payment of any compensation to the lessee for the land and the buildings, fixture and things thereon.
  - b) After the re-entry, the lessor shall be entitled to re-allot the land within the time stipulated above. However, provisions will be made to provide reasonable security at the cost of lessee for the building, fixture and fitting of lessee till time period of three months mentioned above is lapsed.
  - c) The lessor may at its option agree to purchase the said erection, buildings and fixtures upon payment to the lessee of the price therefor and for his interest in the premises as may be mutually agreed upon.

B. If lessee is found to have obtained the allotment and the lease of the demised premises by any misrepresentation and misstatement or fraud the lease may be cancelled and the possession of the demised premises may be taken over by the lessor alongwith forfeiture of total deposits and the lessee in such an event will not be entitled to claim any compensation in respect thereof.

C. If the lessee commits any act or omission on the demised premises resulting in nuisance, it shall be lawful for the lessor to ask the lessee to remove the nuisance within a reasonable period failing which the lessor shall itself get the nuisance removed at lessee's cost and charge damages from the lessee during the period of subsistence of nuisance.

D. Any losses suffered by the lessor on a fresh grant of demised premises for breaches of condition aforesaid on the part of the lessee or any persons claiming through or under him shall be recoverable by the Lessor.

For MUSSOORIE HOTELS LIMITED

  
Authorised Signatories

  
ARVIND M. SINGH  
Deputy Manager (Accounts)  
(Circular Stamp)

②

- E. All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976) or any rules or regulations made thereunder shall be deemed to be duly served as provided u/s 43 of the U.P. Urban Planning and Development Act, 1973 as re-annexed and modified by the Uttar Pradesh President's Act (Re-enactment with modifications) Act, 1974 (U.P. Act. No.30 of 1974).
- F. All powers exercised by the Lessor under this lease may be exercised by the Chief Executive Officer of the Lessor. The lessor may also authorise any of its other officers to exercise all or any of the powers exercisable by it under this lease.

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

- G. The entire legal expenses of execution of the Lease Deed including stamp duty and registration charges shall be born by the lessee.
- H. Any relaxation, concession or indulgence granted by the lessor to the lessee shall not in any way prejudice the legal right of the lessor.
- I. All arrears payable to lessor shall be recoverable as arrears of land revenue.
- J. The Chief Executive Officer of the Lessor reserves the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and/or expedient.
- K. In the event of any dispute with regard to the terms and conditions of the lease deed, same shall be subject to the jurisdiction of District Court at Gautam Budh Nagar (where the property is situated) or the High Court of judicature at Allahabad.

IN WITNESS WHEREOF THE parties hereto have set their hands on the day and in the year hereinfirst above written.

In the presence:

1. Witness *Rita*  
RITA DIXIT

3/0 SH. JAI PRAKASH GAUR  
A-9/27, VASANT VIHAR  
N. DELHI-57.

For MUSSOORIE HOTELS LIMITED

2. Witness

*Harish K. Vaid*  
96/200

96/200  
C-1/1172, VASANT KUNJ  
NEW DELHI-110017.

Authorised Signatories

For & on behalf of the Lessee

For & on behalf of Lessor  
ARVIND MOHAN SINGH  
Deputy Manager (Property)  
Greater Noida Industrial  
Development Authority.

ARVIND MOHAN SINGH

96/200

For MUSSOORIE HOTELS LIMITED

Authorised Signatories

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY  
H-169, SECTOR GAMA, GREATER NOIDA CITY  
GREATER NOIDA, DISTT. GAUTAM BUDDH NAGAR

COMMERCIAL PROPERTY SECTION

NO : C. PROP./G. COURSE/2000/274.

DATE : 8/6/2000.....

To.

M/s Mussorie Hotels Ltd.,  
JA Annexe, 54,  
Basant Lok, Vasant Vihar,  
NEW DELHI - 110057

Plot No. Golf course - Sector - 19 & 25  
Block Surya Dev Kshetra Road.  
Sector 19 & 25  
Area : 222.42 Acres.

SUB : POSSESSION OF GOLF COURSE

Dear Sir,

A lease deed in respect of plot mentioned above has been executed by you on 8/6/2000 and the document has been presented before sub-registrar for Registration. You are now requested to contact Senior Manager (Construction), at Gamma site office Greater Noida for the possession as mentioned in the lease deed.

*624*  
(G.S. TRIPATHI)  
Ganesh Shankar Tripathi  
Secretary  
Secretary  
Greater NOIDA



**G.S. TRIPATHI**  
P.C.S.  
Secretary

PHONE : 91-11-91-4566135  
P.B.X. 91-11-91-45666150-151  
FAX 91-11-91-4566334  
91-11-91-4566145

No. Seey/2000/242

Date: 6/6/2000

**ALLOTMENT LETTER**

TO  
Mussoorie Hotels Limited  
J.A. Annexe, 34 Basant Lok  
Vasant Vihar  
New Delhi-110057

Kind Attention: Sri Jayaprakash Gaur, Chairman, Mussoorie Hotels Ltd.

**Subject** Allotment of 222.42 Acres of land for establishment of 18-hole PGA level  
Golf Course at Sector 19 and 25 in Greater Noida,

RE:

Kindly refer to your letter dated 3/5/06/2000. Since you have agreed to the terms and conditions mentioned in the Demand-Cum-Acceptance Letter No. Seey/2000/241 dated 02/05/2000, and have deposited the up front payment of Rs.8,80,28,864.00 vide Bank Draft 006534 & 006535 of ICICI Bank Limited, dated 03/06/2000, Greater Noida has agreed to allot you the land of Sector 19 and 25 as indicated in the enclosed lay-out plan on 94 years lease hold basis for establishment of PGA level Golf Course etc.

Please note that you have to comply with the terms and conditions mentioned in the Demand-cum-Acceptance-letter as well as terms and conditions attached herewith strictly, and same are binding upon you. In case you fail to comply with the same, GNIDA shall be at liberty to take action as mentioned therein.

It is further to inform you that before execution of lease deed you have to fulfill following conditions:-

द्वातार बड़ी अंदाजीक मिलारा एरियल, पर्स-152, नियंत्रित क्षेत्र, ग्रेटर नोडा, नगर, दिल्ली शहर तक-201 306  
Greater Noida Industrial Development Authority, H-169, Sector 6, Greater Noida City, Distt. G.B. Nagar-201 306



**G.S. TRIPATHI**  
P.C.S.  
Secretary

PHONE : 91-11-91-4566135  
P.B.X. : 91-11-91-45666150-151  
FAX : 91-11-91-4566334  
91-11-91-4566145

No.

Date

- i) To create equity of Rs.8,63,08,265.00 by allotting shares at par in favour of GNIDA.
- ii) To issue NCD's for Rs.8,63,08,265.00 in favour of GNIDA as mentioned in Demand-Cum-Acceptance Letter.
- iii) To introduce a minimum of Rs.12.00 crores in shape of equity as promoter's contribution in the of allottee company. (Already complied with)
- iv) A letter from ICICI that they are financially backing the project as mentioned in Demand-Cum-Acceptance Letter. (Already complied with)

You have also to comply with all necessary formalities as per the provisions of the Indian Companies Act and other allied provisions of law and to submit the supporting documents.

Thanking you.

Yours sincerely,

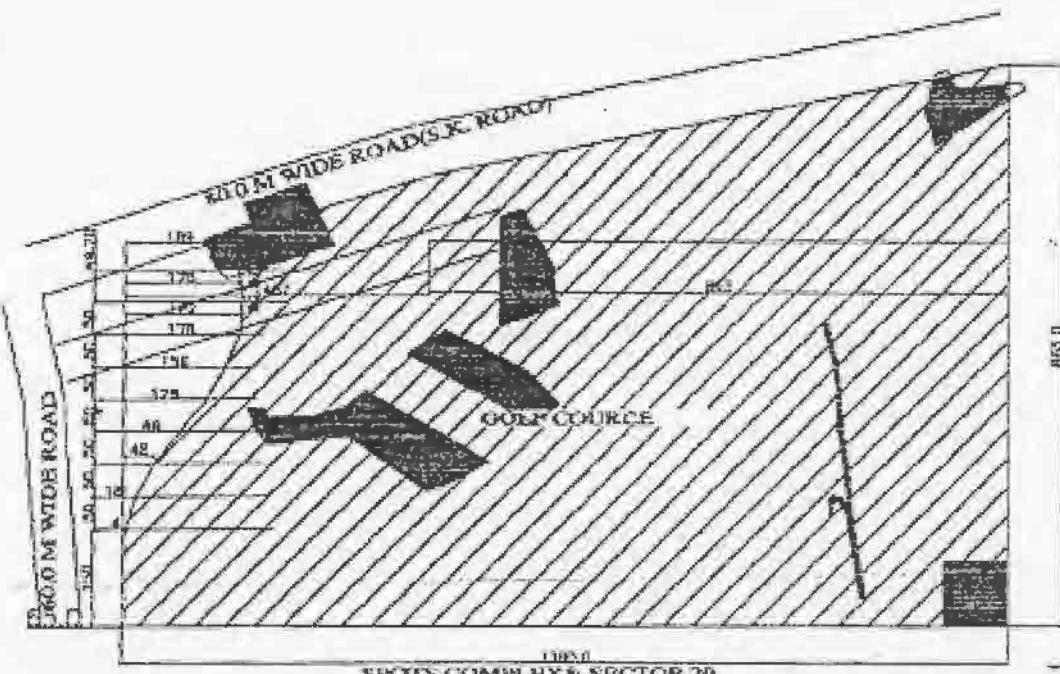
Encl: as above

(G.S. Tripathi)  
Secretary

LAND NOT INCLUDED  
IN THE LEASE DEED = 15.065 AC.  
TOTAL AREA OF LAND (237.485 ACRE)



LEASE DEED AREA TO BE CARRIED OUT = 222.42 AC.



LEGEND

GOLF COURSE

For MUSSOORIE HOTELS LIMITED

LEASE DEED AREA TO BE CARRIED OUT = 222.42 AC.

Authorised Signatories

SIGN POSSESSION TAKEN OVER ALLOTEE	SIGN POSSESSION HANDED OVER GNIDA	DIMENSIONS VERIFIED	
LEASE PLAN GOLF COURSE GREATER NOIDA		Asst. Manager	Manager
GREATER NOIDA		Asst. Manager	Manager

COMPANY NO. 55-73845

*FRESH CERTIFICATE OF INCORPORATION  
CONSEQUENT UPON CHANGE OF NAME*

In the office of the Registrar of Companies, NCT of Delhi  
& Haryana [under the Companies Act, 1956 (1 of 1956)]

IN THE MATTER OF M/s MUSSOORIE HOTELS LTD.

I hereby certify that MUSSOORIE HOTELS LTD.

which was originally incorporated on Fifteenth November of one thousand nine hundred  
and ninety five

under the Companies Act, 1956 (Act 1 of 1956) Under the name

MUSSOORIE HOTELS LTD.

having duly passed the necessary resolution in terms of Section 21 of the  
Companies Act, 1956 and the approval of the Central Government  
signified in writing having been accorded thereto under Section 21  
read with Government of India, Department of Company Affairs,  
Notification No. G.S.R. 507 (E) dated 24-06-1985 by Registrar of  
Companies, NCT of Delhi & Haryana, New Delhi vide  
letter No. ROC/21/73845/631 dated 14/09/2000 the name of the said company  
is this day changed to

JAYPEE GREENS LIMITED

and this Certificate is issued pursuant to Section 23 (1) of the said Act.

Given under my hand at New Delhi this Fourteenth September of Two Thousand.



(Rakesh Chahal)  
REGISTRAR OF COMPANIES,  
N.C.T. OF DELHI & HARYANA



13 FEB 2001 द्वारा त्रिवेंद्रनाथ द्वारा दिल्ली

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दिल्ली

कृष्ण निधि

कृष्ण निधि

विजय

मम विक्रेता

लो. नं. 14, लोडो, गोतम बुद्ध नगर

क्र. 339331657

लो. नं. 14, 3307

गोतम बुद्ध नगर

लो. नं. 14, 3307

लो. नं. 14, 3307

लो. नं. 14, 3307

लो. नं. 14, 3307

10.5.2001

खा

लो. नं. 14, 3307

क्र. 339331657

लो. नं. 14, 3307

ARVIND MOHAN SINGH

Manager (Property)

Greater Noida Industrial

Development Authority.

लो. नं. 14, 3307

10.5.2001

खाना

लो. नं. 14, 3307

3

LEASE DEED

THIS LEASE DEED MADE ON THE 18<sup>th</sup> day of May in the year 2001 between the Greater Noida Industrial Development Authority, a body corporate constituted under section 3 of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) (hereinafter called the "Lessor" which expression shall, unless the context does not so admit include its successors, assigns) of the one part and Jay Pee Greens Limited (earlier known as M/s Mussoorie Hotels Ltd.) a Company incorporated under the Companies Act, 1956, having its registered office at "JA Annex" 54 Basant Lok, Vasant Vihar New Delhi pin-110057 represented hereby through its Director, Mrs. Rita Dixit, hereinafter called the "Lessee" (which term shall, unless, repugnant to or inconsistent with the context mean and include its successors in interest and assigns) of the other part.

WILL REAS by a Deed of Lease made on the 8th day of June, 2000 between the Lessor and Lessee and registered under Book No.1 volume No.246 page No.1019/1052 at the office of sub Registrar at Gautam Budh Nagar, the Lessor has demised the land 322.42 Acres situated at Greater Noida and more particularly described in the said Lease Deed for a period of 94 years.

And whereas no Lease Deed was executed in respect of khasra No. 217,220, 221,224,264,102,103,104,45,244,245,246,266,268 of village-Haldona , Distt.-Gautam Budh Nagar the land covered therein is also part of the proposed Golf Course. The lessor now intends to execute the same except khasra No. 102, 103 & 104 of village Haldona and as such hereby execute the present lease deed on the following terms & conditions.

For Jaypee Greens Limited

R.G.  
Director

ARVIND MOHAN SINGH

Manager (I. part)  
Greater Noida Indl.  
Development Authority.

I. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

That in consideration of the premium of Rs. 3,39,33,165.00 (Rupees three crores thirty nine lacs thirty three thousand one hundred sixty five only) out of which Rs. 1,01,79,950.00 (Rupees One crore one lacs seventy nine thousand nine hundred fifty only) have been paid by the lessee to the Lessor (the receipt whereof the Lessor doth hereby acknowledge) and the balance of which is to be paid by the lessee in the manner hereinafter provided in installments on dates specified below:

1. 23,75,321.00	4.12.2001
2. 23,75,321.00	4.12.2002
3. 23,75,321.00	4.12.2003
4. 23,75,321.00	4.12.2004
5. 23,75,321.00	4.12.2005
6. 23,75,321.00	4.12.2006
7. 23,75,321.00	4.12.2007
8. 23,75,321.00	4.12.2008
9. 23,75,321.00	4.12.2009
10. 23,75,326.00	4.12.2010

And the lessee has also further agreed to pay Rs. 8,48,330.00 as per year lease rent determinable (@ 2.5% of Rs. 3,39,33,165.00) the total premium of the plot. This will be the annual lease rent which the lessee shall pay every year in advance to the lessor.

AND in consideration to payment made and/or agreed to pay by the lessee to the lessor, the lessor doth hereby demise and lease to the lessee, the plot of land situated in Block Surajpur Kasun Road at Sector No. 19 and 25 in Greater Noida Industrial Development Area, District Gantam Budh Nagar admeasuring 14.4565 acres following part of khasra

The Surveyor General's Land



Constituted

ARVIND MOHAN SINGH

Manager (2<sup>nd</sup> party)

Greater Noida Industrial

Development Authority

No.217,220, 221,224,264,45,244,245,246,266,268 of village-Halduna, Distt.-Gautam Budh Nagar and bounded as follows :-

ON THE NORTH - WEST BY -

ON THE EAST - EAST BY - As per lease plan enclosed.

ON THE WEST BY -

And that the said plot is more clearly delineated and shown in the attached Lease/sizra plan and therein marked green.

TO HOLD the said plot (hereinafter referred to as "the demised premises") with their appurtenances unto the Lessee to the term of Ninety Four Years Commencing from (the executed lease deed dated 8.6.2000 for 222.42 acres of land) 8.6.2000, except and always reserving to the Lessor,

- a) A right to lay water mains, drains, sewers or electric wires and such other services necessary for the township under, above or through the demised premises, if deemed necessary by the Lessor in developing the area.
- b) Full rights and title to all mines and minerals in and under the demised premises or any part thereof.

Mr. Jaypee Groves Limited  
  
Deputy

  
ARVIND MOHAN SINGH  
Nagar (2<sup>nd</sup> party)  
Fertilizer & Chemical  
Development Authority.

ii) AND THE LESSEE DOTH HEREBY DECLARE AND COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING:

- a) That the lessee will pay to the lessor the balance premium in the installments mentioned in clause i above alongwith interest @ 15% P.A. on the outstanding balance premium by the dates mentioned therein. If the lessee fail to pay any installment alongwith interest by the due date , he shall thereafter pay the same with interest @ 20% p.a. on such amounts in arrears from the due date till the date of payment provided that for failure to pay three consecutive installments or any installment/amount continuously for six months, whichever is earlier, the lessor may determine the lease with penalties and consequences given in clause III hereinafter.
- b) That the Lessee will bear, pay and discharge all rates assessments of every description including beneficitation levy which during the said term be assessed, charged or imposed upon either on the landlord or the tenant or the occupier in respect of demised premises or the buildings to be erected thereupon.
- c) That the lessee will obey and submit to all directions issued or regulations made by the Lessor now existing or hereafter to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the place.
- d) That the Lessee will at his own cost develop and erect on the demised premises in accordance with the plan, elevation, and design to be approved by the Lessor or any officer authorized by the Lessor in that behalf in writing and in a substantial workman like manner, building only with all necessary sewers, drains

999 Shoppers Stop Limited  
R. a.  
Shopper

  
ARVIND MOHAN SINGH  
N. Nager ( - party )  
Bharti Tech Solutions  
Development Authority.

and other appurtenances according to the directions issued or regulations made in respect of building, drains, latrines and connection with sewers.

- c) That the lessee will keep the demised premises and the buildings:
  - i) at all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor;
  - ii) and the available facilities as well as the surroundings neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place;
- f) That the lessee shall abide by all Regulations, by-laws, Directions and Guidelines of the Authority framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and rules made therein.
- g) In case of non-compliance of terms and directions of lessor, the lessor shall have the right to impose such penalty as the lessor may consider just and/ or expedient.
- h) If the maintenance work of any area is not found satisfactory as per the lessor's guidelines, then the required maintenance work will be carried out by the lessor and the expenses incurred in carrying out such works will be borne by the lessee. The decision of the lessor will be final as to the expenses incurred in the maintenance work.
- i) That the lessee will not make, or permit to be made, any alteration in or additions to the layout of the course and said buildings or other erections for the time being on the demised premises, erect or permit to be erected any new building.

MS. DIVYENDU SINGH  
X/A

  
ARVIND MOHAN SINGH  
Manager (Property)  
B.O.T. Industrial Area  
Development Authority

on the demised premises without the previous permission in writing of the lessor and except in accordance with the terms of such permission in writing of the plan if any, approved by the Lessor or any officer authorised by Lessor in that behalf and in case of any deviation from such terms of plan, lessee will immediately upon receipt of notice from the lessor or such officer requiring him so to do, correct such deviation as aforesaid and if the lessee shall neglect to correct such deviation for the space of one calendar month after the receipt of such notice then it shall be lawful for the lessor to cause such deviation to be corrected at the expenses of the lessee which expenses of the lessor the lessee hereby agrees to reimburse by paying to the lessor such amount as the lessor (whose decision shall be final) shall fix in that behalf.

j) That in the previous lease deed dated 8.6.2000 land equivalent to 222.42 acres was leased out to the lessee with a stipulation to use a minimum 182 acres land for construction of Golf Course including club house facility and remaining 40.42 acres for the purpose of constructing villas, condominiums and houses for residential purpose and hotel, tennis academy and other commercial/institutional use. The land covered in the present lease deed is 14.4565 acres and the same shall be the part of Golf Course & shall used in the similar proportion - 11.85433 acre shall be used for construction of Golf Course, club house facilities etc. This is the purpose for which the 182 acres of land is to be used in the previous lease deed and 2.60217 acres shall be used for constructing villas, condominiums and houses for residential purpose and hotel, tennis academy and other commercial/institutional used and the purpose for which 40.42 acres of land was permitted to be use in the previous lease deed dated 8.6.2000. The lessee may make the planning for development of Golf Course taking in consideration jointly the land covered in the lease deed dated 8.6.2000 and the present lease deed. The total land which lessee may use for construction of villas etc. as mentioned above shall be 43.02217 acre.

MR. INVERSE GREENS LIMITED  
  
Director

  
ARVIND MOHAN SINGH  
NOMINEE (Deputy)  
E-mail: [arvind.m.singh@inverseltd.com](mailto:arvind.m.singh@inverseltd.com)

ii) That the lessee will in no case assign, relinquish( except in favour of the Lessor) sublet, transfer or part with possession of the Golf Course and the hotel without prior permission of the Lessor. The transfer of plot to lessee's legal heir will be allowed with prior permission of the Lessor or an officer authorised by him/her in this regard.

The lessee is entitled to grant license to its customers on time-share basis for the lease period or such other basis in respect of resorts and hotels and other amenities put up in the demised premises.

Transfer permission may be given at the discretion of the lessor or an officer authorised by them in accordance with the policy prevailing at that time. The discretion of the lessor in the matter shall be conclusive, binding and final.

The lessee may, however, with the prior permission of the lessor and subject to such conditions as it may impose, mortgage the demised premises to any Government/Semi Government organization /Financial Institution/ Individuals /Firms/ Body Corporate /Banks for the purpose of securing loan for acquiring the plot/ construction.

In case of transfer, transfer charges as fixed by the lessor shall be payable by the lessee at the time of transfer.

iii) That the lessor shall have first charge upon demised premises for the amount of unpaid balance and charges, interest and other dues of the lessor.

For Arvind Mohan Singh



ARVIND MOHAN SINGH  
Proprietor  
Eagle Eye Hotel  
Development Pvt. Ltd.

- m) That the lessee will not assign, relinquish, mortgage, sublet, transfer, part with possession of any portion less than the whole of the Golf Course and Hotel building thereon nor cause any sub-division thereof by metes and bounds or otherwise.
- n) That every transfer, assignment, relinquishment, mortgage, subletting of the whole of the course or building or both shall be subject to and the transferee, assignee or sub-lessee shall be bound by all covenants and conditions herein contained and be answerable to the lessor in all respect therefor.
- o) That no transfer charges shall be levied by the lessor for the first sale of residential and commercial area. However, for the subsequent sales, transfer charges would be payable as per the rates prevalent at the time of such transfer.

PROVIDED always that if the lessee or his/her/their/its transferee or permitted assignees as the case may be, will assign, relinquish, mortgage, sub-let or transfer the course, demised premises and building thereon as a whole or residue on the said terms he/she/its will deliver at his/her/its/their own expense to the lessor at its office attested copy of the assignment, relinquishment, mortgage or transfer deed together with a notice thereof within a month after the same shall have been duly registered under the Indian Registration Act or any other amending statute.

- p) That the lessee will permit the members, officers and subordinates of the lessor and workmen and other employed by the lessor from time to time and at all reasonable time of the day, during the said terms after three days previous notice to enter into and upon the demised premises and building to be erected thereupon in order to inspect the same and carry on necessary works mentioned before and the lessee will give notice of the provisions of this sub-clause to his/her/their/its tenants.

  
ARVIND MOHAN SINGH  
Manager (P. L. M.)  
P. L. M. Holdings Ltd.  
Levvelupments Pvt. Ltd.

q) That the lessee will develop the course and construct all the buildings according to the layout, architectural and elevation control as prescribed by the lessor/competent authority.

r) That the lessee will not erect or permit to be erected on any part of the demised premises any stable, sheds or other structures of description whatsoever for keeping horse, cattle, poultry or other animals except and in so far as may be allowed by the lessor in writing.

s) That the lessee shall not exercise his/her/their/its option of determining the lease nor hold the lessor responsible to make good the damage if, by fire, tempest, flood or violence of army or of a mob or other irresistible force, any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

t) That the lessee shall develop 18 hole Golf Course and construct club house and attendant facilities upon the leased land within a period of three years from the date of execution of lease deed, unless extension is allowed by the Lessor in exceptional circumstances and on such conditions as it may impose. Extension may be granted in development on the following charges:

- 1<sup>st</sup> year after the stipulated period on payment of 1% of premium as extension charges.
- 2<sup>nd</sup> year after the lapse of above stipulated period on payment of 2% of premium as extension charges.
- 3<sup>rd</sup> year after the lapse of above stipulated period on payment of 3% of premium as extension charges.

Finlaysspe Greens Limited



  
ARVIND MOHAN SINGH  
Managing Director  
Finlayspe Greens Limited

(iv) 4<sup>th</sup> year after the lapse of above stipulated period on payment of 4% of premium as extension charges.

No extension in any case be granted after four years from the period stipulated for development in sub-clause (i).

(v) That the lessor only in the exceptional circumstances shall give the extension. In case the lessee does not develop the course and construct building within the time provided for above, this deed of lease will be void and his interest in the property will be determined.

(vi) The lessee shall obtain affiliation and rating (71 and 72) from Indian Golf Union within three years from the date of completion of the project and shall maintain this affiliation and rating in future. The course shall have minimum 6200 mts. of total length of holes.

(vii) The annual lease rent mentioned in clause I above may be enhanced on the expiry of every 15 years. However, the amount of lease rent so enhanced shall not be more than 50% of the amount last fixed. In such case supplementary deed shall be executed.

The lessee can also pay entire lease rent for 94 years in lump sum by paying eleven times the amount of one years lease rent.

(viii) The lessee shall maintain hygienic standards in the health club, kitchens and hotel as per norms of Indian Tourism Development Corporation.

Hot. Jyoti Golf Course, Jalandhar

  
Arvind Mohan Singh  
Director

  
ARVIND MOHAN SINGH  
Name (in Devanagari)  
Arvind Mohan Singh  
Signature

III AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWING:

A) Notwithstanding anything hereinbefore contained if there shall have been in the opinion of the lessor (whose decision shall be final and binding) any breach by the lessee or any person claiming through or under him/her/them/its of any of the covenants or conditions hereinbefore contained and on his/her/their/its part to be observed and performed and in particular and without prejudice to the generality of the sub-clause, if the lessee transfers, relinquishes, mortgages or assigns the whole or part of the demised premises before constructing a building on it as hereinbefore provided within the period mentioned in clause II (i) it shall be lawful for the lessor, without prejudice to any other right of the lessor in respect of any breach of agreement, to re-enter the demised premises or any part thereof and determine this lease and thereupon if:

i) At the time of re-entry, if the demised premises has not been occupied by the lessee by way of constructing a building or development of course thereon the lessor may re-allot the demised premises and entire deposited amount shall stand forfeited in favour of the lessor.

ii) At the time of re-entry :-

a) If the demised premises are occupied by any building constructed by the Lessee thereon the lessee shall within a period of three months from the date of re-entry remove from the demised premises all erections or buildings, fixtures and things which at any time and during the term shall be affixed or set up within or upon the said premises and leave the said premises in as good a condition as it was on the date of demise, in default whereof the same shall become the property of the lessor without payment

ARVIND MOHAN SINGH  
M. EAGE (P. party)  
F.I.D. 10000000  
M.R. 10000000

15

of any compensation to the lessee for the land and the buildings, fixtures and things thereon.

b) After the re-entry, the lessor shall be entitled to re-allot the land within the time stipulated above. However, provisions will be made to provide reasonable security at the cost of lessee for the building, fixture and fitting of lessee till time period of three months mentioned above is lapsed.

c) The lessor may at its option agree to purchase the said erection, buildings and fixtures upon payment to the lessee of the price therefor and for his interest in the premises as may be mutually agreed upon.

B) If lessee is found to have obtained the allotment and the lease of the demised premises by any misrepresentation and misstatement or fraud the lease may be cancelled and the possession of the demised premises may be taken over by the lessor alongwith forfeiture of total deposits and the lessee in such an event will not be entitled to claim any compensation in respect thereof.

C) If the lessee commits any act or omission on the demised premises resulting in nuisance, it shall be lawful for the lessor to ask the lessee to remove the nuisance within a reasonable period failing which the lessor shall itself get the nuisance removed at lessee's cost and charge damages from the lessee during the period of subsistence of nuisance.

D) Any losses suffered by the lessor on a fresh grant of demised premises for breaches of condition aforesaid on the part of the lessee or any persons claiming through or under him shall be recoverable by the Lessor.

E) All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act)

For Jyoti Grease Limited  
  
Director

  
ARVIND MOHAN SINGH  
Manager (Property)  
Uttar Pradesh Industrial  
Development Authority

No.6 of 1976) or any rules or regulations made thereunder shall be deemed to be duly served as provided u/s 43 of the U.P. Urban Planning and Development Act, 1973 as re-annexed and modified by the Uttar Pradesh President's Act ( Re-enactment with modifications) Act, 1974 ( U.P. Act.No.30 of 1974).

E) All powers exercised by the Lessor under this lease may be exercised by the Chief Executive Officer of the Lessor. The lessor may also authorise any of its other officers to exercise all or any of the powers exercisable by it under this lease.

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

G) The entire legal expenses of execution of the Lease Deed including stamp duty and registration charges shall be born by the lessee.

H) Any relaxation, concession or indulgence granted by the lessor to the lessee shall not in any way prejudice the legal right of the lessor.

I) All arrears payable to lessor shall be recoverable as arrears of land revenue.

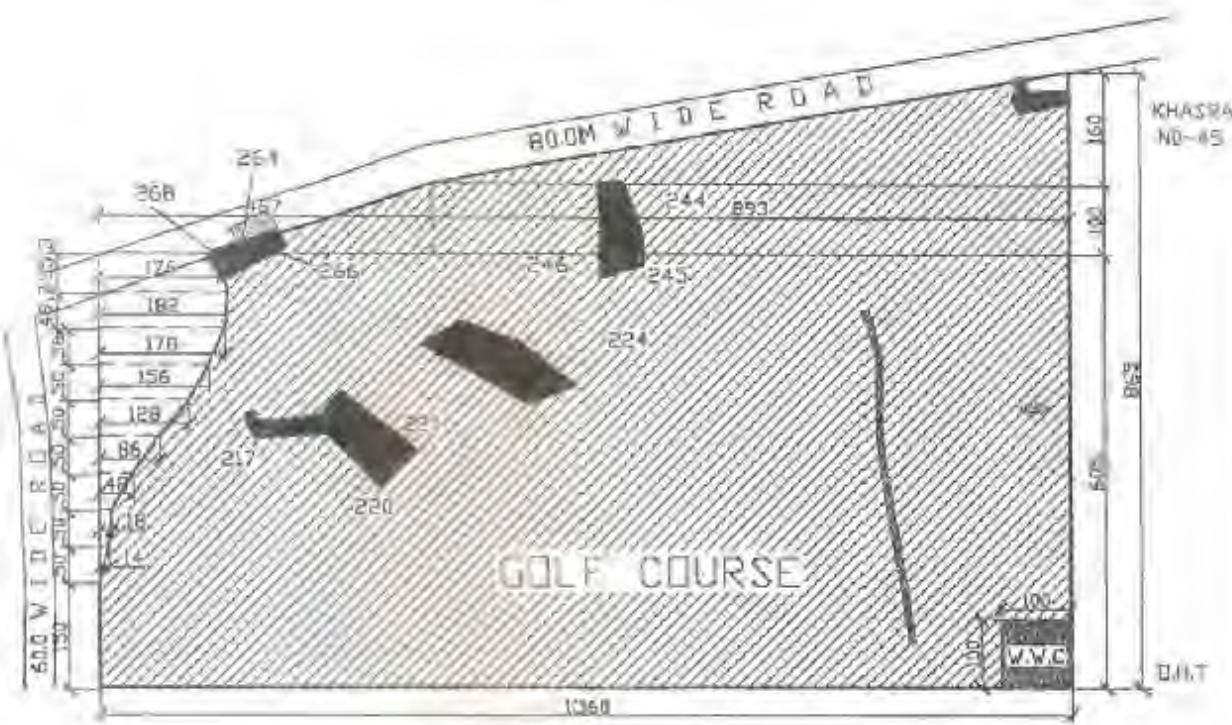
J) The Chief Executive Officer of the Lessor reserves the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and/or expedient.

K) In the event of any dispute with regard to the terms and conditions of the lease deed, same shall be subject to the jurisdiction of District Court at Gauhati Budh Nagar (where the property is situated) or the High Court of judicature at Allahabad.

  
ARVIND MOHAN SINGH  
A. (Signature)  
E-17, F-16A Industrial  
Development Authority

For Lessor: Gauhati Limited  
G. M. S.  
G. M. S.

LEASE DEED AREA TO BE CARRIED OUT = 14,4565 AC.



SPORTS COMPLEX & SECTOR-20

#### LEGEND

## GOLF COURSE

LEASE DEED AREA TO BE CARRIED OUT = 14.4565 AC.

See Learner Graphic Limited

SIGN—  
POSSESSION TAKEN OVER  
ALLOTEE

ARVIND MOHAN SINGH  
SIGN— Member (Property)  
POSSESSION, HANDED OVER  
ALLOTEE State PLATE MESSA  
Development Authority.

## LEASE PLAN GOLF COURSE GREATER NOIDA

ASST. MFG/ENGG

MRG(ENGG)

## GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY

2nd year  
SM(ENGG)

**DRAFTSMAN**

**SCHEME OF AMALGAMATION**  
**OF**  
**JAYPEE GREENS LIMITED**  
**[TRANSFEROR COMPANY]**  
**WITH**  
**JAIPRAKASH ASSOCIATES LIMITED**  
**[TRANSFeree COMPANY]**

**PART- I-DEFINITIONS**

1.0 In this Scheme, unless repugnant to the meaning or context thereof, the under-mentioned expressions shall have the following meaning:

1.01 "Act" means the Companies Act, 1956 and shall include any statutory modifications, re-enactment or amendment thereof for the time being in force.

1.02 "Appointed Date" shall mean 1st of April 2005.

1.03 "Court" means the Hon'ble High Court of Judicature at Allahabad.

1.04 "Effective Date" or "coming into effect of this Scheme" or "effectiveness of this Scheme" or the like terms used in the Scheme means the date on which the certified copy of the order of the Hon'ble High Court of Judicature at Allahabad sanctioning the Scheme is filed with the Registrar of Companies, U.P.

1.05 "Record Date" means the date to be fixed by the Board of Directors of the Transferee Company after the Effective Date with reference to which the eligibility of the Shareholders of the Transferor Company for allotment of shares in the Transferee Company in terms of this Scheme shall be determined.

1.06 "Scheme" means this Scheme in its present form as submitted to the Court or this Scheme with such modification(s), if any, as may be made by the shareholders and the Creditors of the Transferor and the Transferee Companies in their meetings to be held as per the directions of the Court or such modification(s) as may be imposed by any competent authority and accepted by the respective Board of Directors of the two Companies and directed to be made by the Court while sanctioning the Scheme.

1.07 "Shareholders" with reference to the Transferor Company means persons holding Equity or Preference shares in the said Company in physical form or in electronic form and whose names are entered and registered as members in the Register of Members of the said Company or whose names appear as the beneficial owners of the equity shares of the Transferee Company in the records of the Depositories as on the Record Date.  
AND with reference to the Transferee Company means persons holding equity shares in the said Company in physical form or in electronic form and whose names are entered and registered as members in the Register of Members of the said Company or whose names appear as the beneficial owners of the equity shares of the Transferee Company in the records of the Depositories as on the Record Date.

1.08 "Transferee Company" or "JAL" means JAIPRAKASH ASSOCIATES LIMITED having its registered office at G Block, Surajpur Kasna Road, Greater Noida City, Uttar Pradesh 201306.

1.09 "Transferor Company" or "JGL" means JAYPEE GREENS LIMITED, having its registered office at G Block, Surajpur Kasna Road, Greater Noida City, Uttar Pradesh-201306

**PART-II-INTRODUCTION**

2.01 The Transferee Company was incorporated on 15-11-1995 in the State of Uttar Pradesh under the Companies Act, 1956 under the name of 'Bela Cement Limited'. Its name was changed to 'Jaypee Rewa Cement Limited' with effect from 30-8-2000. The name was again changed to 'Jaypee Cement Limited' with effect from 3-1-2002 and then to its present name 'Jaiprakash Associates Limited' with effect from 11-3-2004. The Transferee Company commenced its business on 29-1-1996.

The Transferor Company was incorporated on 21-12-1995 in the National Capital Territory (NCT) of Delhi under the name of 'Mussorie Hotels Limited'. The registered office of the company was shifted from NCT of Delhi to the State of Uttar Pradesh and this alteration was confirmed by the Company Law Board vide its order dated 1-2-2005. The order of the Company Law Board was duly registered with the Registrar of Companies, UP and Uttarakhand on 17-3-2005. The name of the Transferor Company was changed to its present name 'Jaypee Greens Limited' with effect from 14-9-2000. The Transferor Company commenced its business on 21-12-1995.

2.02 The authorized, issued, subscribed and paid up capital of the two Companies as per their respective last available Balance Sheets as at 31st March, 2005 are as under -

TRANSFeree COMPANY:

AUTHORISED CAPITAL:

98,00,00,000 Equity Shares of Rs. 10 each	Rs. 980,00,00,000
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ISSUED, SUBSCRIBED AND PAID UP CAPITAL:

17,62,16,981 Equity Shares of Rs. 10 each fully paid up	Rs. 176,21,69,810
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TRANSFEROR COMPANY:

AUTHORISED CAPITAL:

5,00,00,000 Equity Shares of Rs. 10 each	Rs. 50,00,00,000
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30,00,000 Preference Shares of Rs. 100 each	<u>Rs. 30,00,00,000</u>
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<b>TOTAL:</b>	<b><u>Rs. 80,00,00,000</u></b>
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ISSUED, SUBSCRIBED AND PAID UP CAPITAL:

4,97,51,530 Equity Shares of Rs. 10 each fully paid up	Rs. 49,75,15,300
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27,30,001 Cum. Redeemable Preference	
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Shares of Rs. 100 each fully paid up	<u>Rs. 27,30,00,100</u>
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<b>TOTAL</b>	<b><u>Rs. 77,05,15,400</u></b>
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The Transferee Company is a widely held company and its shares are presently listed on National Stock Exchange and the Stock Exchanges at Ahmedabad, Mumbai, Calcutta, Delhi and Kanpur. The shareholders of the Transferee Company have already approved delisting of its shares from the Stock Exchanges at Ahmedabad, Calcutta, Delhi and Kanpur for which necessary action has been initiated.

The shares of the Transferor Company are not listed on any stock exchange.

2.03 LATEST FINANCIAL POSITION:

The audited accounts of the two Companies have been presented to their respective shareholders up to the financial year ended on 31-3-2005. The summarized financial position of the two companies as per the above latest Audited Accounts is as under :

<u>TRANSFeree COMPANY:</u>	( Rs. in lakhs)
	<u>As at 31-3-2005</u>

ASSETS:

Fixed Assets (WDV)	244,855
Investments	119,198
Deferred Tax Assets	546
Current Assets, Loans & Advances:	250,567
Less Current Liabilities & Provisions	<u>123,242</u>
Misc. Expenditure not w/ off	<u>246</u>
<b>TOTAL</b>	<b><u>492,170</u></b>

LIABILITIES:

Share Capital	17,622
Reserves and Surplus	105,853
Loans -	
Secured	253,952
Unsecured	65,933
Deferred Tax Liability	<u>48,810</u>
<b>TOTAL</b>	<b><u>492,170</u></b>

TRANSFEROR COMPANY:

ASSETS:

Fixed Assets (WDV)	71,340
Current Assets , Loans & Advances	13,628
Less Current Liabilities & Provisions	<u>13,387</u>
Misc. Exp. Not W/off	22
Profit & Loss Account	<u>3,292</u>
<b>TOTAL</b>	<b><u>74,895</u></b>

LIABILITIES:

Share Capital	7,705
Reserves and Surplus	52,769
Loans -	
Secured	11,888
Unsecured	863
Other Liabilities	<u>1,670</u>
<b>TOTAL</b>	<b><u>74,895</u></b>

Full details of the financial position are given in the published Accounts of the two Companies.

### **PART-III -TRANSFER AND VESTING**

3.01 With effect from the Appointed Date, all the undertakings, the entire business, all the properties (whether movable or immovable, tangible or intangible), plant and machinery, buildings and structures, offices, residential and other premises, capital work in progress, furniture, fixture, office equipment, appliances, accessories, power lines, deposits, stocks, assets, investments of all kinds and in all forms, cash balances with banks, loans, advances, contingent rights or benefits, receivables, benefit of any deposits, financial assets, leases, hire purchase contracts and assets, lending contracts, benefit of any security arrangements, reversions, powers, authorities, allotments, approvals, permissions, permits, quotas, rights, entitlements, authorisations, approvals, contracts, licenses, registrations, tenancies, benefits of assets or properties or other interest held in trust, engagements, arrangements of all kinds, exemptions, benefits, privileges and rights under various laws, loan agreements, titles, interests, trade and service names and marks, patents, copyrights, and other intellectual property rights, rights to use and avail of telephones, telexes, facsimile, email, internet, leased line connections and installations, utilities, electricity and other services, reserves, provisions, funds, benefits of all agreements, all records, files, papers, computer programmes, manuals, data, catalogues, sales and advertising materials, lists and other details of present and former customers and suppliers, customer credit information, customer and supplier pricing information and other records, and all other interests of whatsoever nature belonging to or in the ownership, power, possession or the control of or vested in or granted in favour of or held for the benefit of or enjoyed by the Transferor Company or which have accrued to the Transferor Company as on the Appointed Date, whether in India or abroad, of whatsoever nature and where-ever situated, shall, pursuant to Section 394(2) of the Act, without any further act, instrument or deed, be and stand transferred to and vested in the Transferee Company as a going concern so as to become, as and from the Appointed Date, the property, estate, assets, rights, title, interest and authorities etc. of the Transferee Company.

3.02 Without prejudice to Clause 3.01 above, in respect of such of the assets of the Transferor Company as are movable in nature or are otherwise capable of transfer by manual delivery or by enforcement and/or delivery, the same may be so transferred by the Transferor Company, and shall, upon such transfer, become the property, estate, assets, rights, title, interest and authorities etc. of the Transferee Company.

3.03 With effect from the Appointed Date and pursuant to the provisions of Section 394 of the Act and without any further act, instrument or deed :

(i) All secured and unsecured debts, (whether in rupees or in foreign currency), all liabilities, duties and obligations of the Transferor Company along with any charge, encumbrance, lien or security thereon (hereinafter referred to as the "said Liabilities") shall be and stand transferred to and vested in or deemed to have been transferred to and vested in, so as to become the debts, liabilities, duties and obligations of the Transferee Company, and further that it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities, duties and obligations have arisen in order to give effect to the provisions of this Clause. It is clarified that in so far as the assets of the Transferor Company are concerned, the security or charge over such assets or any part thereof, relating to any loans, debentures or borrowing of the

Transferor Company, shall, without any further act or deed continue to relate to such assets or any part thereof, after the Effective Date and shall not relate to or be available as security in relation to any or any part of the assets of the Transferee Company, save to the extent warranted by the terms of the existing security arrangements to which the Transferor and the Transferee Companies are parties, and consistent with the joint obligations assumed by them under such arrangement.

- (ii) All debentures, bonds, notes or other debt securities of the Transferor Company, whether convertible into equity or otherwise, (the "JGL's Securities"), be and shall become securities of the Transferee Company and all rights, powers, duties and obligations in relation thereto shall be and stand transferred to and vested in or deemed to have been transferred to and vested in and shall be exercised by or against the Transferee Company as if it were the Transferor Company in respect of JGL's Securities so transferred. If JGL's Securities are listed on any stock exchange, the same shall, subject to applicable regulations, be listed on the relevant stock exchange/s, where JGL's Securities were listed on the same terms and conditions unless otherwise modified in accordance with the provisions hereof.
- (iii) Loans, advances and other obligations (including any guarantees, letters of credit, letters of comfort or any other instrument or arrangement which may give rise to a contingent liability in whatever form), if any, due or which may at any time in future become due between the Transferor Company and the Transferee Company shall be and stand discharged and there shall be no liability in that behalf on either party.

3.04 All the properties, leases, estates, assets, rights, titles, interests, licenses, approvals, permissions and authorities etc. as described in Clause 3.01 accrued to and/or acquired by the Transferor Company after the Appointed Date, shall have been and deemed to have accrued to and/ or acquired for and on behalf of the Transferee Company and shall, upon the coming into effect of the Scheme, pursuant to the provisions of Section 394(2) of the Act and without any further act, instrument or deed, be and stand transferred to or vested in or be deemed to have been transferred to or vested in the Transferee Company to that extent and shall become the properties, leases, estates, assets, right, title, interests, licenses, approvals, permissions and authorities etc. of the Transferee Company.

3.05 All loans raised and utilised and all debts, duties, undertakings, liabilities and obligations incurred or undertaken by the Transferor Company after the Appointed Date, shall be deemed to have been raised, used, incurred or undertaken for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall, upon the coming into effect of the Scheme shall be and stand transferred to or vested in or be deemed to have been transferred to and vested in the Transferee Company pursuant to the provisions of Section 394 of the Act and without any further act, instrument or deed, and shall become the debt, duties, undertakings, liabilities and obligations of the Transferee Company which shall meet, discharge and satisfy the same.

3.06 Where any of the liabilities and obligations of the Transferor Company as on the Appointed Date transferred to the Transferee Company have been discharged by the Transferor Company after the Appointed Date, such discharge shall be deemed to have been for and on account of the Transferee Company.

3.07 Upon the coming into effect of the Scheme, all suits, actions and proceedings by or against the Transferor Company pending and/or arising on or before the Effective Date shall be continued and be enforced by or against the Transferee Company pursuant to the provisions of Section 394 of the Act and without any further act, instrument or deed, as effectually and in the same manner and to the same extent as if the same had been pending and/or arising by or against the Transferee Company.

3.08 Upon the coming into effect of the Scheme and subject to the provisions of the Scheme, all contracts, deeds, bonds, agreements, arrangements and other instruments (including all tenancies, leases, licenses and other assurances in favour of the Transferor Company or powers or authorities granted by or to it) of whatsoever nature, to which the Transferor Company is a party or to the benefit of which the Transferor Company may be eligible, and which are subsisting or having effect immediately before the Effective Date, shall, pursuant to the provisions of Section 394 of the Act and without any further act, instrument or deed, be in full force and effect against or in favour of the Transferee Company, as the case may be, and may be enforced as fully and effectually as if, instead of the Transferor Company the Transferee Company had been a party or beneficiary or obligee thereto.

3.09 The transfer and vesting of the assets and the liabilities of the Transferor Company in the Transferee Company and the continuance of all contracts or proceedings by or against the Transferee Company in terms of the Scheme shall not affect any contracts or proceedings relating thereto already concluded on or after the Appointed Date.

3.10 The Transferee Company may, at any time after the coming into effect of the Scheme, if so required, under any law or otherwise, enter into, or issue or execute deeds, writings, confirmations, novations, declarations, or other documents with, or in favour of any party to any contract or arrangement to which the Transferor Company is a party or any writings as may be necessary to be executed in order to give formal effect to the above provisions.

**REGD. A.D. & SPEED POST/E-MAIL/HAND DELIVERY**

**Jaiprakash Associates Ltd.,**

**Registered office at  
Sector-128, Noida-201304,  
Uttar Pradesh,**

**Also At:**

**Delhi Office at  
“JA House”, 63 Basant Lok,  
Vasant Vihar, New Delhi-110057**

02-March-2019

**Ref : Loan Account No. 6380193825**

**Sub: Notice of 15 days under Rule 8(6) of the Security Interest (Enforcement) Rules, 2002**

This is in furtherance to our earlier notice dated 24-SEPT-2018 issued under Rule 8(6) of the Security Interest (Enforcement) Rules, 2002.

The Authorized Officer of Housing Development Finance Corporation Limited (hereinafter referred to as “HDFC Ltd”), the Secured Creditor, had issued Demand Notice dated 25-JUN-18 to you under Section 13 (2) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (the “Act”), calling upon you to repay the entire dues / discharge the loan liability in full within the period stipulated therein. As your liabilities are outstanding and have not been satisfied in full, within the period stipulated in the demand notice, the Authorized Officer took over the Physical possession of the mortgaged property / secured asset as mentioned in the *Schedule below* under Section 13 (4) of the Act read with Rule 8 of Security Interest (Enforcement) Rules, 2002, on 07-SEPT-18.

You are hereby once again called upon to pay within 15 days, **Rs. 298,43,42,252/-** outstanding as on 25-JUN-18, together with further interest @ 18% p.a on the outstanding principal amount and outstanding interest, along with incidental charges, costs, charges, expenses etc. incurred / that may be incurred till payment and/or realization thereof from 26-JUN-18 till payment and redeem the mortgage within the time limit specified hereinabove in which event, possession of the mortgaged property / secured asset in question shall be restored to you.



Regional Office: The Capital Court, Munirka, Outer Ring Road, Olof Palme Marg, New Delhi 110067. 1 of 3  
Tel.: 41115111, Fax: 011-26194617, 26171817. Corporate Identity Number: L70103MH1197-PI C019915  
Regd. Office: Runmo House, H T Porekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400023.

We would also like to invite your attention to the provisions of sub-section (8) of section 13 of the Act, in respect of time available to redeem the secured assets.

In the event the entire amount as mentioned above is not paid in full, within 15 days from the date of this notice, the Authorized Officer of HDFC Ltd. shall proceed to sell the Mortgaged Property / Secured Asset in whole or in part by adopting any of the following methods mentioned in Rule 8 (5) of the Security Interest (Enforcement) Rules, 2002 ("Rules") namely:-

- (a) By obtaining quotations from the persons dealing with similar secured assets or otherwise Interested in buying such assets,  
OR
- (b) By inviting tenders from the public;  
OR
- (c) By holding public auction including through e-auction;  
OR
- (d) By private treaty.

It is understood that all such payments shall be received by HDFC LTD. without prejudice to its rights and remedies as stated in the Demand Notice dated 25-JUN-18.

The Authorized Officer in consultation with the Secured Creditor i.e. HDFC Ltd has revised the Reserve Price of the Secured asset/mortgaged property more particularly specified in the Schedule below.

HDFC Ltd. shall finalize the sale of the mortgaged property / secured asset more particularly specified in the Schedule below, to the prospective buyer as per the provisions of the Act and the Rules framed there under, without any further intimation / notice to you, to recover outstanding dues.

In event, the proceeds of such sale do not cover the entire outstanding dues of HDFC Ltd. together with further interest thereon, cost, charges, expenses, etc incurred on that account till the date of payment and/or realization thereof, then, you shall be liable to pay the amount that falls short of the total dues as and when demanded by HDFC Ltd and/or HDFC Ltd may further proceed in accordance with Section 13 (4) of the Act read with Rule 8 of Security Interest (Enforcement) Rules, 2002, against the mortgaged property / secured asset as more particularly mentioned in the aforementioned Demand Notice dated 25-JUN-18, in respect of the remaining mortgaged property / secured asset.

Please further note that in the event of your failure to pay the shortfall, HDFC Ltd. reserves its right to proceed against you for recovery of the shortfall as per law.

This Notice is issued to you in terms of the provisions of Sub Rule 6 of Rule 8 of the above Rules.



Regional Office: The Capital Court, Munirka, Outer Ring Road, Old Palme Marg, New Delhi 110067-2 of 3  
Tel: 41115111, Fax: 011-26194617, 26171817. Corporate Identity Number: L30100MH11977PLC015916  
Reyd. Office: Ramon House, H T Parikh Marg, 169, Basciday Reclamation, Churchgate, Mumbai 400001.

SCHEDULE

<u>S. No</u>	<u>Secured Asset/Mortgaged Property</u>	<u>Reserve Price</u>
1	Land by the name and style of "B-10", having ground coverage area of 6500 sq. mtrs., forming part of Land admeasuring 8.28 acres as mentioned under the category "Residential/ Commercial" (B type building) under the heading "Abstract-Land-1" in the approved revised lay out plan sanctioned by Greater Noida Industrial Development Authority vide Letter No. BP-907(S)/Rec/OPA-5578 dated 14/08/2012, out of mortgaged land admeasuring 17.20 acres in the project by name and style of "Jaypee Greens" at Greater Noida, with all the construction thereon both present and future, along with FAR being 778380 sq. ft. and all the rights, estate, interest, benefits and receivables, arising therefrom."	Rs.140,00,00,000/- (Rupees One hundred and Forty crores Only)
2	Building /Project by the name and style of "Suncourt Tower -A " in the building type "B-6" forming part of Land admeasuring 8.28 acres as mentioned under the category "Residential/ Commercial" (B type building) under the heading "Abstrat-Land-1" in the approved revised lay out plan sanctioned by Greater Noida Industrial Development Authority vide Letter No. BP-907(S)/Rec/OPA-5578 dated 14/08/2012 , out of mortgaged land admeasuring 17.20 acres in the project by name and style of "Jaypee Greens" at Greater Noida, with all the construction thereon both present and future along with all the rights , estate, interest, benefits and receivables ,arising therefrom and the land underneath .	Rs.30,54,00,000/- (Rupees Thirty Crores Fifty Four Lacs Only)



Achint Kapoor  
General Manager and Authorized Officer under SARFAESI Act, 2002

Regional Office: The Capital Court, Munirka, Outer Ring Road, Olof Palme Marg, New Delhi 110 067  
Tel.: 41115111. Fax: 011-26194617, 26171817. Corporate Identity Number: L70100MH1977PLC019916  
Regd. Office: Ramon House, H T Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400 020.

PRIVATE TREATY

**HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED (HDFC Ltd)**

**Branch: The Capital Court, Munirka, Outer Ring Road, Olof Palme Marg, New Delhi-110067**

**Tel : 011-41115111**

**Regd. Office: Ramon House, H.T. Parekh Marg, 169, Backbay Reclamation, Mumbai – 400020.**

**CIN : L70100MH1977PLC019916. Website: www.hdfc.com**

**Immovable Properties / Secured Asset taken over under the Securitisation And Reconstruction Of Financial Assets And Enforcement Of Security Interest Act, 2002,  
Put up for Sale On “as is where is” & “as is what is” basis.**

**(Read carefully the terms and conditions of sale before filling-up and submitting the Offer)**

I/We GOLF LAKE LLP express my/our willingness submit the offer for the property described as mentioned below and as further demarcated in (red) in the layout attached herewith as Annexure -1

**Property Address:**

Building /Project by the name and style of “Suncourt Tower -A ” in the building type “B-6” forming part of Land admeasuring 8.28 acres as mentioned under the category “Residential/ Commercial” (B type building) under the heading “Abstrat-Land-1” in the approved revised lay out plan sanctioned by Greater Noida Industrial Development Authority vide Letter No. BP-907(S)/Rec/OPA-5578 dated 14/08/2012, out of mortgaged land admeasuring 17.20 acres in the project by name and style of “Jaypee Greens” at Greater Noida, with all the construction thereon both present and future along with all the rights , estate, interest, benefits and receivables ,arising therefrom and the land underneath

1	Name of the Offerer / Purchaser	<u>GOLF LAKE LLP</u>
2	Constitution (Please tick the one applicable)	Individual <input checked="" type="checkbox"/> Proprietary Concern/Partnership Firm/Private Ltd. <input type="checkbox"/> HUF/ /Public Ltd. <u>(LLP)</u>
3	Address & Telephone No. for	<u>Flat No. 502, 502-A, 5<sup>th</sup> floor, Narayan Manzil, 23 Balakhambha Road, Connaught Place</u>

**For GOLF LAKE LLP**

**Designated Partner** Page 50

	Communication*	New Delhi -110001 Ph No. 9871295830
4	E mail id**	
5	Name, address and telephone number of contact person	Mr. Vijay Kumar, Flat No. 502, 502A, 5 <sup>th</sup> Floor, "Saiyan Manzil, 23 Barakhranba Road, Connaught Place, New Delhi -110001. Ph. 9871295830, 0120-4186300
6	Offer Price	Rs. 31,00,00,000/- (In Words) Rupees <i>Thirty One Crore Only</i>
7	Details of Payment	Demand Draft / Pay Order No., Account Payee Cheque <u>000217</u> , dated <u>23.03.2019</u> Drawn on <u>HDFC Bank Ltd</u> in the name of HDFC Limited payable at par
8	Proof of Identification and address *	

\*Please refer to the Instructions for Filling offer Document.

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#### DISCLOSURES, TERMS & CONDITIONS OF OFFER UNDER PRIVATE TREATY

Unless the context otherwise requires under the terms and conditions of the sale:

- i. **“Offerer(s)” and “Purchaser(s)”** while being used interchangeably, shall be, unless it be repugnant to the context or meaning thereof, be deemed to include its successors and assigns.
- ii. **“Borrower(s)”** shall include **“third party mortgagor(s) and Owner(s)”**.
- iii. **“Offer under Private Treaty”** shall mean the offer received for sale of immovable properties / secured assets as envisaged under Rule 8(5)(d) of the Rules.
- iv. **“Terms and conditions of sale”** shall include without limitation the terms, conditions and disclaimers stipulated / embodied whether in this Offer Document, Declaration, Offer Acceptance Letter, Affidavits, undertaking etc. as amended from time to time and every other document and writing as may be executed or

For GOLF LAKE LLP

Designated Partner

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Designated Partner

caused to be executed by the offerer(s) / purchaser(s) forming an integral part of the Offer Document.

**1.** The Offer Document duly filled up and signed should be submitted alongwith Pay Order/ Demand Draft/Account Payee Cheque for the entire offer amount or The Pay /Account Payee Cheque / Demand Draft should be drawn on a Scheduled Bank favouring **Housing Development Finance Corporation Ltd.** payable at **par**, Pay Orders / Demand Drafts/Account Payee Cheque should be purchased by or issued from the bank account of the Offerer only.

2. The offer shall be in the prescribed Offer Document only. If the sale is not completed by reason of default on the part of the Offerer / Purchaser in complying with terms and conditions of sale within the period allowed by the Authorised Officer or for any other reason whatsoever, HDFC / the Authorised Officer of HDFC shall be entitled to forfeit 25% of the total sale consideration / sale price and put up the Secured Asset(s) / Immovable Property(ies) in question for sale/disposal again in its absolute discretion. In that event, the defaulting purchaser shall forfeit all claims to the Secured Asset(s) / Immovable Property(ies). Further, all costs, charges and expenses incurred by HDFC on account of such resale shall be borne and paid by such defaulting offerers/purchasers who shall also be bound to make good any deficiency / shortfall arising out of such resale and he/she/they/it shall not be entitled to make any claim against HDFC / Authorised Officer of HDFC in the event of the secured assets / immovable properties realising higher value on such resale.
3. The offer amount shall not be below the Reserve Price fixed by HDFC / the Authorised Officer of HDFC. The Offerers / Purchasers shall establish his/her/their/its identity to the satisfaction of the Authorised Officer.
4. The Immovable Properties / Secured Assets are offered for sale is on '**as is where is**' & '**as is what is**' basis, the layout plans for which may have been updated from time to time in accordance with applicable law. HDFC / the Authorised Officer of HDFC shall not be responsible and does not warrant the area, size, construction thereon ,if any and any compliance with respect to constructions, area, if any, which might have been carried out in deviation to the approved FAR/approved maps/approved layouts/ local rules/regulations and it shall be the duty/responsibility of the Offerer/Purchaser to satisfy himself/herself/themselves correctness of other details pertaining to the immovable properties / secured assets including the size/area of the Immovable properties / Secured Assets in question which is being offered for sale on '**as is where is**' & '**as is what is**' basis. HDFC / the Authorised Officer of HDFC shall not be liable for any for any dues/charges including outstanding water/service charges, transfer fees/charges/cost, contribution to the building repair fund, electricity dues, dues or arrears of taxes payable to the Municipal Corporation / local authority / Society / Builder/ / Association / Condominium / Development Authority / Gram Panchayat, taxes and / or dues/charges/claims of any other nature or character whatsoever, if any, in respect of the said Immovable Properties / Secured Assets and/or transfer of the said Immovable Properties / Secured Assets. HDFC / the Authorised Officer of HDFC does not undertake any responsibility to procure any permission / consent / approval / license / sanad/sanction maps/revised development plans/transfer permissions/transfer memorandums etc., whether for transfer of the Immovable Property(ies) /FAR/Development Rights/ Secured Asset(s) in question offered for sale or otherwise or for carrying out the construction and development of a residential group housing project.
5. Offerer/Purchaser shall be solely liable for any charges, taxes and **other liabilities including civil or criminal liabilities** of whatsoever nature or any other payment in

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relation to the building structure identified as Suncourt Tower -A, including any penalty or other monies

6. Wherever applicable, it is the responsibility of the Offerer/Purchaser of Secured Assets to deduct tax at source (TDS) @ of 1% of the total sell consideration on behalf of the resident owner (seller) on the transfer of immovable property having consideration equal to Rs.50 Lacs and above and deposit the same with appropriate authority u/s 194 I/A of Income Tax Act.
7. Offers which are conditional and/or which are not accompanied by Pay /Account Payee Cheque / Demand Drafts shall not be considered or entertained.
8. HDFC reserves its right to accept or to reject the offer **without assigning any reason whatsoever** and in case all the offer is rejected, either to hold negotiations with and/ or sell the Secured Asset(s) / Immovable Property(ies) whether by private treaty or otherwise to any other party / parties. The decision of HDFC in this regard shall be final and binding on the offerers.
9. The Authorised Officer exercising the power of sale shall issue Sale Certificate for the Immovable properties / Secured Assets in favour of the purchaser in the form given in **Appendix V** of the Security Interest (Enforcement) Rules, 2002 only after all dues/charges/arrears including outstanding water/service charges, transfer fees, electricity dues, dues, taxes, penalty payable to the Municipal Corporation / local authority / development authority, amounts due to the society / association / company / condominium / Builder, taxes, cess and /or dues of any other nature, if any, in respect of the said Immovable Properties/ Secured Assets are cleared / paid in full by the Offerers / Purchasers and on production of necessary receipts in support thereof to the satisfaction of the Authorised Officer or on the basis of an undertaking to make the payments as may be acceptable to the Authorised Officer.
10. The particulars of Secured Assets / Immovable Properties in question have been stated to the best of the information and knowledge of the Authorised Officer. HDFC / the Authorised Officer of HDFC does not warrant the accuracy of the information / details provided or description of the immovable properties / secured assets put up for sale. The Authorised Officer / HDFC shall not be answerable or liable for any error, mis-statement or omission with regard to the same.
11. Neither HDFC nor the Authorised Officer(s) of HDFC shall incur any liability in any manner whatsoever for any loss or injury caused to the Offerers / Purchasers resulting directly or indirectly from the use of the Information by the Offerers / Purchasers including, but not limited to, any consequential, incidental, indirect, special, or punitive damages.
12. All Information whether published or furnished to Offerers / Purchasers in whatever form is provided **“As Is Where Is and As is What is”** basis which is derived directly from its records maintained by HDFC and/or based on information derived from third parties.
13. HDFC / the Authorised Officer of HDFC does not warrant the accuracy or completeness of the information contained herein or as to the existence of other facts which might be significant / material and shall not accept any responsibility or liability whatsoever for use of or placing reliance upon the publication or any of the contents

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hereof. Neither any information made available to the Offerer / Purchaser directly by HDFC nor indirectly through its agents, constitutes, should be construed as any recommendation, expression of opinion or advice.

14. Offerers are bound by the principle of caveat emptor (Buyer Beware).
15. The Offerer(s) / Purchaser(s) is/are advised in his/her/their/its own interest to satisfy himself/herself/themselves/itself with regard to the title and correctness of other details pertaining to the immovable properties / secured assets including the size/area of the immovable properties / secured assets in question as also ascertain any other dues / liabilities / encumbrances to which it is subject from the concerned authorities / body / person etc. to his/her/its/their satisfaction before submitting the offer. The offerers / purchasers whose offer is accepted by HDFC / the Authorised Officer of HDFC shall not raise any grievance / complaint and shall not be permitted to withdraw the offer after his/her/their/its offer is accepted by HDFC / the Authorised Officer of HDFC, either on the ground of discrepancy in size/area, defect in title or on any other ground whatsoever. After the offer of the offerers / purchasers is accepted by HDFC / the Authorised Officer of HDFC, the offerers / purchasers shall be deemed to have unconditionally accepted all the terms and conditions of sale of the Immovable Properties / Secured Assets and further shall be deemed to have waived all objections as to the title, description, measurements etc. in respect of such Immovable Properties / Secured Assets.
16. Any error, mis-statement or omission shall not be a ground for annulment of the sale and shall neither discharge the Offerer(s) / Purchaser(s) of his/her/their/its obligations nor entitle such successful Offerers / Purchasers to claim any compensation.
17. The Offerers / Purchasers shall be bound by the regulations of the local / any other authority, body, person etc. whether statutory or otherwise as may be applicable with regard to the use, occupation and disposal of the Secured Assets / Immovable Properties in question.
18. The Offerers / Purchasers shall be required to bear / pay all expenses including but without limitation stamp duty, registration charges, society dues, municipal taxes, cess, transfer fee, premium and /or other expenses / charges incidental thereto in connection with transfer / sale of the Secured Assets / Immovable Properties in his / her / their / its name(s).
19. After acceptance of the offer by HDFC / the Authorised Officer of HDFC, the Immovable Properties / Secured Assets shall remain and be at the sole risk of the Offerers / Purchasers in all respects including but not limited to loss or damage caused by fire, theft, force majeure or other risks from the date of acceptance of the offer by HDFC / the Authorised Officer of HDFC.
20. The movable properties / items / goods / personal effects etc. in the Immovable Properties / Secured Assets, if any, are not offered for sale and the Offerer(s) / purchaser(s) shall, at the request of HDFC / the Authorised Officer of HDFC, hold it in trust and/or as agent of HDFC / the Authorised Officer of HDFC / Borrower(s) / mortgagor(s) upon being called upon to do so and shall strictly act in accordance with or abide by the instructions / directions of HDFC / Authorised Officer of HDFC with regard to its disposal.

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21. The Offeror(s) / Purchaser(s) may, if they so desire, inspect the relevant documents of title and papers pertaining to the immovable properties / secured assets in question available on HDFC's record. In the event the Offerers / Purchasers fail or choose not to inspect / scrutinize / verify the right, title, interest of or otherwise the entitlement, authenticity, genuineness or marketability of title of the borrower(s) / mortgagor(s) / owner(s) or their predecessor(s) in title to the immovable properties / secured assets offered for sale, it shall be presumed / deemed that the offerers / purchasers have inspected / scrutinized / verified the documents of title and/or other papers pertaining thereto and further shall be imputed to have constructive notice of the contents thereof as also deemed to have waived all objections with regard to the title of such Immovable Properties / Secured Assets.
22. HDFC shall be at liberty to amend/modify/delete any of the terms and conditions at its sole discretion as may be deemed necessary or warranted in the light of the facts and circumstances of the case without giving any further notice to the Offerers / Purchasers and the Offerers / Purchasers shall be deemed to have accepted such revised terms and shall accordingly be bound by them.
23. Where the Immovable Properties / Secured Assets are subject matter of any suit, application, proceedings or litigation (lis pendens) before any court, tribunal, forum or any other authority, the Offerers / Purchasers shall not claim any compensation, damages, interest, penalties etc. from HDFC / the Authorised Officer of HDFC in the event such court, tribunal, forum or any other authority annuls the sale or holds / declares the action initiated by the Authorised Officer of HDFC under the SARFAESI Act as illegal / irregular/ preferential /undervalued or for that matter upsets any prior order / direction passed in favour of HDFC / the Authorised Officer of HDFC at a later date or where title of the Purchaser / Offerer is impeached on the ground that no case has arisen to initiate action and/or authorize sale or that due notice was not given or not received / served as contemplated or required under the provisions of the SARFAESI Act or that any one or more power was improperly / irregularly exercised by the Authorised Officer(s) of HDFC. The sale in such an eventuality shall be subject to the outcome of such suit, application, proceedings or litigation whether filed before or after acceptance of the offer by HDFC / the Authorised Officer of HDFC and the Offerers / Purchasers shall abide by the order(s) / direction(s) that may be passed therein.
24. Words and expressions used herein but not defined anywhere under the terms and conditions of sale shall have the same meaning respectively assigned to them in the Securitisation And Reconstruction Of Financial Assets And Enforcement Of Security Interest Act, 2002 and the Rules framed thereunder (" Collectively referred to as " SARAFESI Act"). In event such a word is not defined in herein or in SARFAESI Act, the same shall have the same meaning as ascribed to it in the Insolvency and Bankruptcy Code ,2016, and the Regulations framed thereunder.
25. The invalidity or unenforceability for any reason of any one or more term of the terms and conditions of sale shall not prejudice or affect the validity or enforceability of its other terms which shall continue in full force and effect.
26. The immovable properties / secured assets offered for sale will be available for inspection of the Offerers / Purchasers on request.
27. No failure or delay by HDFC / the Authorised Officer of HDFC in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder and/or under the SARFAESI Act.

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28. Notwithstanding anything contained hereinafter, any claim, dispute or difference arising between the offerers / purchasers and HDFC / the Authorised Officer of HDFC in connection with the terms and conditions hereof or anything done or omitted to be done pursuant hereto shall be referred / submitted to the arbitration of a sole arbitrator to be appointed by HDFC. The Arbitration shall be held in New Delhi. The Arbitration shall be governed by the laws prevailing in India, more particularly, The Arbitration and Conciliation Act, 1996, or any modification or re-enactment in force at the relevant time. The Arbitration shall be conducted in English Language. Each party shall bear its respective cost / expenses of Arbitration.
29. Any dispute / difference arising out of sale of the immovable properties/secured assets or offered for sale or in respect of any of the terms hereof which cannot be submitted to arbitration under these presents for any reason or are outside the scope / purview of arbitration whether on account of a subsequent legislation, amendment, reenactment, development etc. or otherwise for seeking any directions / orders necessary for the successful resolution of dispute through or incidental to Arbitration (where such a need arises and if permissible under law), only the Courts in New Delhi shall have the exclusive jurisdiction to entertain, try and adjudicate such application / dispute to the exclusion of all other Courts.
30. Offerers / Purchasers are requested to deal only with HDFC / Authorised Officer(s) of HDFC and should not deal with and/or refrain from dealing with any other individuals / persons claiming to be agents of HDFC. HDFC / The Authorised Officer of HDFC shall not be liable in any manner if loss, damage or harm is caused or occasioned to the Offerer(s) / Purchaser(s) for having directly dealt with individuals or persons claiming to be the agents of HDFC. Under no circumstances should the offerers / purchasers pay cash or otherwise hand over cheques / pay orders / demand drafts or prepaid instruments favouring HDFC or payments in any other form (including electronic) or mode to any individual or third party otherwise than to HDFC / the Authorised Officer of HDFC and the offerers / purchasers shall be liable to indemnify and keep indemnified HDFC / the Authorised Officer of HDFC against all claims arising out of misuse of instruments (whether lost, stolen or otherwise) or third party claims against HDFC / the Authorised Officer of HDFC on account of HDFC having merely received any amounts or accepted / encashed / realized such instruments in good faith solely relying upon the representations of the offerers / purchasers. The liability of the offerers / purchasers to indemnify HDFC / Authorised Officer of HDFC shall continue notwithstanding conclusion of the sale and/or issuance of Sale Certificate in favour of the offerers / purchasers and HDFC / Authorised Officer of HDFC shall have the right and power to cancel / annul the sale or withdraw the sale certificate in the event the title of the Offerers / Purchasers to the instruments tendered for making payments or amounts paid to HDFC turns out to be defective at a later date.
31. If any provision / clause / term / condition of this document or any other document executed by the Offerer(s) / Purchaser(s) in this connection is held or declared to be invalid by a court of competent jurisdiction, all other provisions / clauses / terms / conditions hereof or such other document shall remain in full force and effect.
32. HDFC and the Offeree(s) / Purchaser(s) shall from time to time and at all times hereafter make, do, execute, or cause or procure to be made, done and executed such further acts, deeds, filings, conveyances, consents, documents and assurances without further consideration, which may be required to effect the transactions contemplated herein, as stipulated and required in accordance with the provisions of the Securitization

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and Reconstruction of Financial Assets and Security Interest Act, 2002 and the rules thereunder, each as amended.

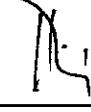
33. The Offerer(s) / Purchaser(s) is/are required to notify to HDFC his/her/their/its status whether resident or a Non-Resident / Person of Indian Origin or any subsequent change in such status. Where the offerer(s) / purchaser(s) or any of them is/are Non Resident Indian(s) or Person(s) of Indian Origin as per the provision of the Foreign Exchange Management Act, 2000, or any other law in force in India, such Offerer(s) / Purchaser(s) shall have obtained all permissions, authorizations, approvals, sanctions and fulfilled all conditions prescribed therein as may be required.

Sd/-

The Authorised Officer of HDFC Ltd.  
appointed under the Securitisation And  
Reconstruction  
Of Financial Assets And Enforcement of Security Interest Act,  
2002.

I / We have read and understood fully the terms and conditions for Sale of the above mentioned Immovable Property / Secured Asset and I/we unconditionally submit to the terms of sale, declaration and other documents.

For GOLF LAKE LLP

 Designated Partner (Signature of the Offerer(s))

/ Purchaser(s)

 GOLF LAKE LLP through Mr. Mohit Singh, Designated Partner  
(Full Name of the  
Offerer(s) / Purchaser(s))

Place: New Delhi

Date: 23.03.2019

 For GOLF LAKE LLP  
Designated Partner

## INSTRUCTIONS FOR FILLING UP THE OFFER DOCUMENT:

The Offer Document should be duly filled up and signed and should be accompanied by a copy of any of the following documents / Proof of Identity etc. of the Offerer(s) / Purchaser(s):

- In case of an **Individual**, self attested copies of:
  1. Passport
  2. PAN Card
  3. Driving License
  4. Voter's Identity Card
  5. Photo Ration Card
  6. Photo Debit / Credit Card issued by a Bank
  7. Any other identification with Photograph (subject to satisfaction of the Authorised Officer of HDFC)
- 1 In case of a **Sole Proprietorship Concern**, a Bank Confirmation should be furnished to the effect that the individual signing / executing the Offer Document is the sole proprietor thereof and further stating that the Account from which payments are made or pay orders / Demand Drafts/ Account Payee Cheque are issued is maintained / operated by and in the name of the Sole Proprietorship Concern. The Offer Document should be signed / executed by the Sole Proprietor and the seal / stamp of the Sole Proprietorship Concern should be affixed wherever required. In addition to the above, a PAN Card or any other document like Sales Tax / VAT / GST etc. registration certificate in the name of the sole proprietorship concern should also be furnished.
- 2 In case of a **Partnership Firm** (including a Limited Liability Partnership Firm i.e. LLP), a certified true copy of the Partnership Deed along with the proof of registration of the firm with the Registrar of Firms should be submitted. The Offer Document should be jointly signed / executed by all the partners of the firm or by such partner/s holding a valid and express authority from the other partners, duly empowering any such one or more partner/s to execute, submit offer(s) on behalf of the Partnership Firm and/or otherwise represent the Partnership Firm subject however to the provisions contained in the Indian Partnership Act / the Limited Liability Partnership Act, as the case may be. The seal / stamp of the Partnership Firm should be affixed wherever required.
- 3 In case of a **Company**, a certified true copy of the Certificate of Incorporation, Memorandum and Articles of Association along with necessary Resolutions of the Company should be submitted. The Offer Document should be signed / executed by the Director/s empowered to sign and represent the company as per the resolutions passed from time to time and/or as set out in the Memorandum and Articles of Association of the Company subject however to the provisions contained in the Companies Act, 1956. The Common Seal / stamp of the Company should be affixed wherever required. The main objects of the company and/or other objects incidental to the main objects as enshrined in the Memorandum and Articles of Association of the Company should clearly include and/or indicate the power/right/authority of the Company to buy, purchase, hold or acquire immovable properties.

For GOLF LAKE LLP



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4 In case of a **Trust**, a certified true copy of the Trust Deed clearly setting out the names of the beneficiaries along with the proof of registration of the Trust, if any, should be submitted. The Offer Document should be jointly signed / executed by all the Trustees or by such Trustee/s holding a valid and express authority from the other Trustees, empowering any such one or more Trustees/s to execute or submit offer(s) on behalf of the Trust and/or otherwise to represent the Beneficiaries of the Trust subject however to the provisions contained in the Indian Trusts Act or any other state or central legislation / enactment dealing with trusts. The seal / stamp of the Trust should be affixed wherever required. A Bank Confirmation should be furnished to the effect that the individual(s) signing / executing the Offer Document(s) is/are the Trustee(s) thereof and further stating that the Account from which payments are made or pay orders / demand drafts are issued is maintained / operated by and in the name of the Trustee(s) of the Trust on behalf of the individuals beneficially entitled to the amounts in the said account and the amounts form part of the Trust Property. The main objects of the Trust and/or objects incidental to the main objects as enshrined in the Trust Deed should clearly include and/or indicate the power/right/authority of the Trustees to buy, purchase, hold or acquire immovable properties. Whenever called upon by HDFC / the Authorised Officer of HDFC, the Trustees should obtain / procure a confirmation of all the beneficiaries of the trust.

5 In case of a **Hindu Undivided Family (HUF)**, a certified true copy of the HUF Declaration clearly setting out the names of all the members / co-parceners alongwith PAN Card in the name of the Karta of the HUF should be submitted. The Offer Document should be signed / executed by the Karta on behalf of the HUF or any other coparcener empowered to represent the HUF. The seal / stamp of the HUF should be affixed wherever required. A Bank Confirmation to the effect that the individual signing / executing the Offer Document, Declaration etc. is the Karta thereof and further stating that the Account from which payments are made or pay orders / Demand Drafts are issued is maintained / operated by and in the name of the HUF should be furnished. The Bank should also confirm the names of the members and/or coparceners of the HUF in writing.

6 Full signature of the offerers / purchasers along with stamp / seal wherever necessary is also required to be affixed on each page at the place marked [X] in token of acceptance of the terms and conditions of the sale.

For GOLF LAKE LLP

 1 Designated Partner 

**DECLARATION**

**The Authorised Officer  
Housing Development Finance Corporation Limited**

The Capital Court, Munirka, Outer Ring Road, Olof Palme Marg, New Delhi-110067

Dear Sir,

I/We, the offerer(s) / purchaser(s) aforesaid do hereby state that, I/we have read the terms and conditions for sale of immovable properties / secured assets mentioned in the Offer Document, Declaration etc. and understood them fully. I/We, hereby unconditionally agree to comply with and to be bound by the said terms and conditions.

I/We further declare that I/we intend to purchase the above referred immovable property / secured asset from HDFC for my/our own use and that the information furnished by me/us in the Offer Document is true and correct to the best of my/our knowledge and belief. I/We understand / agree that in the event any of the statement/information furnished by me/us is found to be incorrect and/or untrue and/or otherwise fail to comply with the terms and conditions of the Offer Document, my / our offer shall be treated as invalid and liable to be rejected and in such an eventuality 25% of the sale consideration / sale price deposited with HDFC shall stand forfeited and HDFC / the Authorised Officer of HDFC shall be at liberty to annul the sale / withdraw its acceptance to the offer made to me/us at any point of time. I/We also agree that after acceptance of my/our offer for purchase of the immovable property / secured asset by HDFC / the Authorised Officer of HDFC, if I/we fail to act upon the terms & conditions of the offer acceptance letter or am / are not able to complete / conclude / consummate the transaction within the time limit specified in the offer acceptance letter / Offer Document or the Act for any reason whatsoever and / or fail to fulfill or comply with any / all the terms & conditions of the Offer Document, Declaration, undertakings, Affidavits, Offer Acceptance Letter etc., 25% of the sale consideration / sale price deposited with HDFC by me / us shall be liable to be forfeited by HDFC.

Notwithstanding what is stated hereinabove and in the event HDFC decides not to cancel / annul the offer, I / we hereby declare and confirm that HDFC shall have the right to proceed against me / us for specific performance of the contract.

I / We hereby declare that the amount tendered / paid by me/us towards sale consideration and/or the amounts that will be tendered / paid by me/us or caused to be tendered / paid on my/our behalf in future towards sale consideration (in the event my/our offer is accepted by HDFC), is / shall be generated through legitimate sources and does not / shall not include directly or indirectly any proceeds derived/arising out of any scheduled offence committed/abetted by me/us and/or is not designed/intended for the purpose of contravention or evasion under the Prevention of Money Laundering Act, 2002, the Rules framed thereunder and guidelines issued by the National Housing Bank (NHB) on Anti Money Laundering, or under any other law for the time being in force.

I/We hereby covenant, agree and undertake to indemnify and keep indemnified, save harmless HDFC against any loss that may be caused or occasioned on account of breach of the terms and conditions of sale including but not limited to the Offer Document, Declarations, Undertakings, offer acceptance letter etc. or in the event any of my/our representations, statements, disclosures etc. whether under the Know Your Customer (KYC) Guidelines and/or the Prevention of Money Laundering Act, 2002, or otherwise turns out to be false or incorrect for any reason whatsoever or for that matter any material information is suppressed and also against all costs, losses, charges, expenses, damages or payments whatsoever that HDFC may make, be liable to pay, suffer or

For GOLF LAKE LLP

incur consequent upon any act, deed, matter or thing done or executed or omitted by me/us or my/our agent/s, substitute/s, assignee/s and/or nominee.

**I / We am / are aware that in the event HDFC / the Authorised Officer of HDFC perceives, construes or has reason to believe that any one or more transactions / payments made by me/us or by my/our assignees / nominees as dubious, suspicious or undesirable (which reasoning shall be final and binding upon the offerer / purchaser and shall not be open to challenge), HDFC / the Authorised Officer of HDFC reserves the right to unilaterally withdraw, cancel and/or annul the transaction / sale without assigning any reasons and inform / intimate such law enforcement agencies as it may be deemed fit and proper for investigation .**

I / We am / are aware that if, for any reason the amounts tendered by me / us towards sale consideration is attached and/or seized or rendered liable for attachment and/or seizure or any reason whatsoever in the hands of HDFC, the sale shall without any further act, deed or thing stand and/or be deemed to have been cancelled / annulled notwithstanding execution and/or registration of the Sale Certificate in my / our favour and I/we hereby agree and undertake to handover or cause to be handed over to HDFC / the Authorised Officer of HDFC, all the documents of title and other papers, sale certificate, possession receipts, letters etc. in my/our possession/custody/control immediately, without any demur or protest and render full co-operation to HDFC / the Authorised Officer of HDFC in every manner possible.

I/We hereby confirm that the entire / part of the sale consideration / sale price tendered rightfully belongs to me/us and has been paid and/or Payorders, Demand Drafts, Account Payee Cheque, Instruments purchased or issued from my/our account maintained with banks whether singly or jointly with others. I /We hereby confirm that the joint account holders have no objection to my/our making payment towards part / entire sale consideration to HDFC for purchasing / acquiring the Immovable Property / Secured Asset in question.

I/We are not disqualified in any manner and have full authority to submit offers and enter into binding obligations and I/we is/are not under any disability, restriction or prohibition that shall prevent me/us from performing or observing any of my/our obligations under the sale hereby contemplated.

I/We hereby unconditionally agree and undertake to abide by and / or comply with order(s) / direction(s), if any, passed or that may eventually / ultimately be passed in any suit, application, proceeding, litigation by a court, tribunal, forum or any other authority touching or concerning the immovable property / secured asset in question.

We am/are aware of the inherent risks of purchasing Immovable Properties / Secured Assets by Private Treaty under the SARFAESI Act. I/We confirm that I/we have been given / afforded an opportunity to ask questions and satisfy myself/ourselves before signing/submitting the Offer Document / Declaration, affidavit, undertakings etc. I/We also confirm having perused / scrutinized / inspected or caused to have perused / scrutinized / inspected all the documents pertaining to enforcement action and also documents of title pertaining to the Immovable Property / Secured Asset in question available with HDFC before submitting the Offer Document. I/We also confirm having physically inspected the Immovable Property/Secured Asset in question and made necessary enquiries with the society / condominium / association / company / builder / local authority / gram panchayat / statutory corporation / registration office etc. I/We also confirm having apprised myself / ourselves as regards the nature of proceedings/suit pending before the court/tribunal/authority wherever applicable, prior to submitting the Offer Document.

Notwithstanding the above and despite having been informed about the potential risks / hazards of purchasing an Immovable Property / Secured Asset by way of Private Treaty under the SARFAESI Act by the Authorised Officer of HDFC, I shall not hold HDFC / the Authorised

**For GOLF LAKE LLP**



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Officer of HDFC responsible for consequences arising out of accidental, honest and unintentional non-disclosure / erroneous disclosures or omissions of material facts. I exonerate HDFC / the Authorised Officer of HDFC from accidental, honest and unintentional non-disclosures / omissions including accidental, honest and unintentional non disclosures / omission between the date of submitting the offer and the date acceptance of offer by HDFC and/or any time thereafter.

I/We hereby undertake and assure that I/We shall not indulge in any anti-competitive and/or collusive activities and I/we have not done any act, deed or thing which could be regarded as anti-competitive.

I/We hereby certify that all averments and submissions made under the offer are true and correct and I/we am/are aware that making false statement is/will be a material breach of the contract.

Date: 23.03.2019

Yours faithfully,  
or **GOLF LAKE LLP**

Place: New Delhi

  
Designated Partner **For GOLF LAKE LLP**  
FULL NAME & SIGNATURE OF THE  
OFFERER (S)/ PURCHASER (S)

Address - Office

: 502, 502-A, 5<sup>th</sup> Floor,  
Narain Manzil  
23 Barakhamba Road, Connaught Place  
New Delhi - 110001

Designated Partner 

Residence

: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**For GOLF LAKE LLP**

Tel.No. Office: 0120-4186300 Residence: \_\_\_\_\_  
Mobile No. 9871295830 Fax No. \_\_\_\_\_

Designated Partner 

email address

\_\_\_\_\_



HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED

www.hdfc.com

By E-mail/ Courier/Hand Delivery

25<sup>th</sup> March 2019

To,

Shri. Manoj Gaur,  
Executive Chairman & CEO,  
Jaiprakash Associates Limited  
Sector 128, Noida 201 304  
Uttar Pradesh

*Also at:*

JA House, 63 Basant Lok  
Vasant Vihar, New Delhi 110 057

**Re: Sale of Assets on "as is where is" and "as is what is" basis, under the Securitization and Reconstruction of Financial Assets and Security Interest Act, 2002, as amended (the "SARFAESI Act") and the Security Interest (Enforcement) Rules, 2002, as amended (the "Rules")**

**Loan Account No. 6380193825**

Dear Sir/Madam,

We refer to our last notice dated March 02, 2019 issued under Rule 8(6) of the Rules intimating that in furtherance to the enforcement action of Housing Development Finance Corporation Limited's ("HDFC") under the SARFAESI Act and the Rules, the Authorized Officer has revised the Reserve Price of the Secured Asset(s) mentioned therein i.e "land in the name and style of B-10" and "Suncourt Tower-A" (the "Mortgaged Properties"), that has inter-alia been mortgaged in favour of HDFC by Jaiprakash Associates Limited.

We write to inform you that on March 23, 2019 we received an offer from the Purchaser(mentioned below) to purchase the Mortgaged Properties by way of private treaty at a below quoted price which is admittedly higher than the reserve price specified in the Notice dated March 02, 2019.

Sr. No.	Details of the Secured Asset	Fixed Reserve Price	Offered Sale Price by the Purchaser	Name of Purchaser
1.	Land by the name and style of "B-10", having ground coverage area of 6500 sq. meter, forming part of Land administered as 0.28 acres as mentioned under the category	Rs.140 crores	Rs.144 crores (inclusive of 1% TDS)	Golf Horizon LLP

	"Residential/ Commercial" (B type building)" under the heading "Abstract-Land-1" in the approved revised lay out plan sanctioned by Greater Noida Industrial Development Authority vide Letter No. GDI-907(S)/Rec/OPA-5578 dated 14/08/2012, out of mortgaged land measuring 17.20 acres in the project by name and style of "Jaypee Greens" at Greater Noida, with all the construction thereon both present and future, along with FAR being 778380 sq. ft. and all the rights, estates, interest, benefits and receivables, arising therefrom			
2.	Building Project by the name and style of "Tower A" in the building type "P-6" forming part of land measuring 8.28 acres as mentioned under the category "Residential/ Commercial" (B type building)" under the heading "Abstract-Land-1" in the approved revised lay out plan sanctioned by Greater Noida Industrial Development Authority vide Letter No. GDI-907(S)/Rec/OPA-5578 dated 14/08/2012, out of mortgaged land measuring 17.20 acres in the project by name and style of "Jaypee Greens" at Greater Noida, with all the construction thereon both present and future, along with all the rights, estates, interest, benefits and receivables arising therefrom and the land underneath.	Rs.30.54 crores	Rs.31 crores (inclusive of 1% TDS)	Golf Lake LLP

Accordingly, HDFC claims to exercise its statutory right under the SARFAESI and the Rules and sell the Mortgaged property to the highest bidder.

This letter does not in any way prejudice to any right and/or remedy and/or without impairing or affecting the legal position of HDFC and shall not be construed as a waiver of any rights, powers or remedies



available with the HDFC, now or in the future, under any applicable financing arrangement or agreement/letter/side letter executed pursuant thereto and/or under or in respect of any legal action that may have been filed or taken and/or would be filed or be taken by the HDFC.

The same is being issued for your information and records.

Yours faithfully,  
For Holiday Inn (Proprietary) Limited

*Sachin Kapoor*  
Authorised Signatory

Ref: JAL/Gr.Noida/RERA/2023  
Date: 10<sup>th</sup> August, 2023

To,

The Chairman,  
Uttar Pradesh Real Estate Regulatory Authority,  
Rajya Niyojan Sansthan, Naveen Bhavan,  
Kala Kankar Rd, Old Hyderabad,  
Lucknow, Uttar Pradesh 226007.

Sub: **RERA registration of project Suncourt Tower-A in the name of Golf Lake LLP located at Jaypee Greens, Greater Noida, Uttar Pradesh.**

Respected Sir,

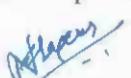
This letter is in reference to the request submitted by Golf Lake LLP for its RERA registration we want to hereby submit that:

1. The building Plans of the said Project are already sanctioned in the name of Jaypee Greens a division of Jaiprakash Associates Limited vide dated 18.07.2023 from the GNIDA. (Copy enclosed).
2. As Jaypee Greens is the integrated Township and maps of different projects are sanctioned in our name only and we do all the correspondence with the GNIDA.
3. Further we submit that so far as the request of Golf Lake LLP for RERA registration is concerned, all the responsibility towards the development and maintenance of the project, allottees, their allotments, receipts of money and execution and registration of Sub-Lease Deed shall be solely on this LLP.
4. We hereby submit that we have no objection in issuance of RERA registration in the name of Golf Lake LLP.

Kindly issue RERA registration to Golf Lake LLP.

Regards,

Yours faithfully,  
For Jaiprakash Associates Ltd.

  
(Authorized Signatory)

**INDIA NON JUDICIAL**

IN-UP84901137663042V

**Government of Uttar Pradesh****e-Stamp**

20/12/23

**SOMESH CHHOKAR  
ADVOCATE  
GREATER NOIDA**

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

: IN-UP84901137663042V  
: 10-Aug-2023 04:52 PM  
: NEWIMPACC (SV)/ up16051404/ GAUTAMBUDH NAGAR 1/ UP-GBN  
: SUBIN-UPUP1605140464048442758413V  
: GOLF LAKE LLP  
: Article 16 Certificate of Sale  
: SUNCOURT TOWER-A BUILDING TYPE B-S, SITUATED IN JAYPEE  
GREENS AT GREATER NOIDA, DISTT. G.B. NAGAR  
: 31,00,00,000  
(Thirty One Crore only)  
: HDFC BANK LIMITED  
: GOLF LAKE LLP  
: GOLF LAKE LLP  
: 2,07,40,000  
(Two Crore Seven Lakh Forty Thousand only)

**CERTIFICATE LOCKED**

10.07.2023



Please Write or Type below this line



For GOLF LAKE LLP  
  
Authorised Signatory

**PU 0003268582****Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at [www.stampcert.gov.in](http://www.stampcert.gov.in) or using e-Stamp Mobile App of State Noida.  
Any discrepancy in the details on this Certificate can be available on the website / Mobile App of State Noida.
2. The onus of checking the legitimacy is on the user of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



### DEED OF CERTIFICATE OF SALE

1. Sale Consideration : Rs. (31,00,00,000/-)
2. Value according to Circle Rate : Rs. 41,48,00,000/-
- Circle Rate of Group Housing Land : Rs. 33,000/- per Sq. mtrs.
- Circle Rate of Constructed Area : Rs. 15,000/- per Sq. Mtrs.
3. Stamp Duty paid on : Rs. 41,48,00,000/-
4. Total Stamp Duty : Rs. 2,07,40,000/-
5. Sold Property: Suncourt Tower-A in the building type B-6, situated in Jaypee Greens at Greater Noida, District Gautam Buddh Nagar, Uttar Pradesh.
6. Sale Area: land area 5128.97 Sq. Mtrs, Ground coverage area measuring 875.00 Sq. Mtrs. and approved FAR of 18801.62 Sq. Mtrs and carpet area of 16369.39 sq mts
7. Nature of Property: Group Housing (B type building)
8. Boundaries and measurement of the property:

This Deed of Certificate of Sale is executed at Greater Noida, District Gautam Buddh Nagar, Uttar Pradesh on this 11<sup>th</sup> Day of August, 2023, by:

**HDFC Bank LIMITED ["HDFC Bank"] (PAN No. AAACH2702H) having branch office- The Capital Court, Munirka, Outer Ring Road, Olef Palme Marg, New Delhi- 110067, through its Authorized Officer **Mr. Aju Ashok**, being the Authorized Officer of **HDFC Bank**, in accordance with the provisions of sub-section 12 Section 13 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (herein referred to as the 'Said Act'), hereinafter referred to as the 'First Party' / 'Seller' which expression shall include its successors, assigns, nominees, executors, legal representatives and administrators.**



For GOLF LAKE LLP  
  
Authorised Signatory

IN FAVOUR OF

**GOLF LAKE LLP (PAN No. (AATFG8106G))** having its registered office at Flat no. 502, 502-A, 5th Floor, Narain Manzil, 23 Barakhamba Road, Connaught Place, New Delhi-110001, through its authorized signatory **Veshesh Gaur** authorized vide board resolution dated 10th July 2023 hereinafter referred to as the '**Second Party**'/ '**Purchaser**' which expression shall include its successors, assigns, nominees, executors, legal representatives and administrators.

The First Party and the Second Party shall hereinafter be referred to as Parties collectively.

**WHEREAS:**

- A. That by and under an Order dated 17.03.2023 passed by the Hon'ble National Company Law Tribunal, Mumbai Bench in Company Scheme Petition No.243/2022 connected with Company Scheme Application No.200/2022, HDFC Ltd. has been amalgamated into 'HDFC Bank Limited', as a going concern and consequently all assets and liabilities of HDFC Ltd. now stand vested in 'HDFC Bank Limited'.
- B. M/s Jaiprakash Associates Limited (hereinafter referred to as the '**Said Borrower**') took a Construction Finance Loan of Rs. 450,00,00,000/- [Rupees Four Hundred and Fifty Crores] from erstwhile HDFC Ltd. branch office- The Capital Court, Munirka, Outer Ring Road, Old Palme Marg, New Delhi- 110067. The immovable property/ secured asset more particularly described in **Schedule-1** of this Deed (hereinafter referred to as the '**Said Property**') inter-alia forms part of the security interest that has been created in favour of the erstwhile HDFC Ltd. for partly securing the construction finance loan of Rs. 450,00,00,000/- [Rupees Four Hundred and Fifty Crores] granted to the Said Borrower.
- C. The Said Borrower was unable to return the loan of the erstwhile HDFC Ltd and on account of continued default on the part of the Said Borrower to repay



For GOLF LAKE LLP  
Veshesh Gaur  
Authorised Signatory

## विक्रय का प्रमाणपत्र

पर्य. 2023

वही सं.: 1

रजिस्ट्रेशन सं.: 20713

प्रांतिकर्ता: 31000000 स्टाम्प बुक्स, 20740001 बाजारी मूल्य - 4148000 प्रांतिकरण बुक्स - 60 यांत्र. 4

श्री गोपक लेक एलएसपी द्वारा  
केशव गोपक अधिकृत पदाधिकारी प्रतिवेदि.  
पुत्र श्री मनोज कुमार गोप  
व्यवसाय: व्यापार  
निवासी: पर्टेट नं. 502, 503-ए, 5वीं तल नारायण नगरी 13 बाटाखाना रोड कन्सर्ट एंसेस में  
दिल्ली

श्री. गोपक लेक एलएसपी द्वारा

केशव गोपक अधिकृत पदाधिकारी  
प्रतिवेदि:

ने यह हस्ताक्षर इस कार्यालय में दिनांक 11/08/2023 पर  
11:45:19 AM के  
निर्धारित हेतु देखा किया।



हस्ताक्षर करने वाले के हस्ताक्षर

प्रेम प्रकाश लिह  
उप निवासाल - तदार देवर नीराम  
गैराम बुक्स नगर  
11/08/2023

भारत बीम नियोक्ता  
नियोगीकरण लिपिक  
11/08/2023

[संकेत]



the loan facilities, the erstwhile HDFC Ltd. issued a Demand Notice dated 25.06.2018 under Sub-Section(2) of Section 13 of the Said Act and called upon the Borrower to discharge its liabilities towards erstwhile HDFC Ltd.

- D. On account of failure of the Said Borrower to repay the amount as demanded by the Demand Notice dated 25.06.2018, the erstwhile HDFC Ltd through its authorized officer, took over physical possession of the Said Property on 07.09.2018.
- E. The authorized officer of the First Party/ Seller (erstwhile HDFC Ltd), being the Secured Creditor under the Said Act and in exercise of its powers as the Secured Creditor for partly securing the Construction Finance Loan of the Said Borrower, sold the Said Property to the Second Party/ Purchaser and the First Party/ Seller (erstwhile HDFC Ltd) issued the Sale Certificate dated 29.03.2019 (annexed herewith this Deed as 'ANNEXURE-A'), which specific Sale Certificate remains valid and effective as on present date AND the parties herein are entering into this Deed of Certificate of Sale to records the said position on the following terms and conditions.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOW:**

1. That on account of failure of the Said Borrower (as defined within the Recitals) to repay the loan to the erstwhile HDFC Ltd exercised its rights under the Said Act and consequently sold the Said Property to the Second Party/ Purchaser vide the Sale Certificate dated 29.03.2019. That the sale certificate dated 29.03.2019 shall form an integral part of this DEED OF CERTIFICATE OF SALE. The sale certificate dated 29.03.2019 is annexure herewith as Annexure -A.
2. That the Second Party/ Purchaser has already paid a sale consideration of Rs. 31,00,00,000/- [Rupees Thirty -One Crores] for the Said Property and the receipt



A handwritten signature in blue ink, appearing to read "Dinesh".

For GOLF LAKE LLP  
A handwritten signature in blue ink, appearing to read "Vishal".  
Authorised Signatory

वाई सं.: 1

रजिस्ट्रेशन सं.: 20712

वर्ष: 2023

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रतेखानुसार उक्ता

प्रधम पक्ष: 1

श्री एचडीएफसी बैंक लिपिटेक के द्वारा अजू अशोक, पुत्र श्री एस  
अशोक कुमार  
निवासी: ए कैपिटल कोर्ट कोर्ट मुनिका आउटर रिंग रोड,  
ओलोक पाली मार्ग नं. ११०६७

ज्वलसाय: नौकरी

प्रितीय पक्ष: 1

श्री गोलम लोक एलेलपी के द्वारा वेश्य गोर, पुत्र श्री मनोज कुमार  
गोर

निवासी: प्लैट नं. ५०२, ५०२-ए, ५वां तल मारायण भजिल २३  
वाराणसी रोड कनॉट प्लैस नई दिल्ली  
ज्वलसाय: व्यापार

ने निष्पादन स्वीकार किया। जिनकी पहचान  
पहचानकर्ता: १

श्री अंकुर भाटी, पुत्र श्री मान सिंह भाटी

निवासी: काजायलपुर जीवी नगर

ज्वलसाय: नौकरी

पहचानकर्ता: २

श्री जगदीश धौहान, पुत्र श्री गणेश राज धौहान

निवासी: ए-२/२५। हर्ष विहार दिल्ली-११००९३

ज्वलसाय: नौकरी



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रियं प्रकाश सिंह  
उप निवायक - सदर बैंक नौकरी  
गोलम बुद्ध नगर  
११/०८/२०२३

आर० बी० दिवाकर  
निवायक लिपिक गोलम बुद्ध नगर  
११/०८/२०२३



of the same has been acknowledged by the erstwhile HDFC Ltd in the said Sale Certificate.

3. That the erstwhile HDFC Ltd has already handed over the possession of the Said Property on 29.03.2019 on an "as is where is" and "as is what is" condition to the Second Party/ Purchaser and subsequently issued the Possession Receipt to the Second Party/ Purchaser (attached herein with the said Sale Certificate).
4. That the sale of the Said Property was made through the Sale Certificate free from all encumbrances known to the First Party/ Seller / erstwhile HDFC Ltd except those applicable under the terms of sale as mentioned in the Private Treaty Offer dated 23.03.2019 form read with Offer Acceptance Letter dated 28.03.2019 and possession of the Said Property.
5. That the Parties herein agree, accept and acknowledge that the said Sale Certificate is legally valid, effective and binding as on current date and will remain effective in the future as well.
6. That the purpose of this Deed of Certificate of Sale is entirely to record, confirm and show effectiveness of the conveyance of the Said Property onto the Second Party/ Purchaser, which stands concluded previously.
7. The Purchaser agrees to indemnify and keep indemnified the Seller, its directors, officers, employees and other representatives, free and harmless from any loss, damage, or cost, including any claim from any third party, court or authority, that Seller becomes liable for by reason of execution of this Deed of Certificate of Sale or act of the Purchaser, including but not limited to misrepresentations by the Purchaser. The Seller shall immediately notify the Purchaser in writing of any claim, threatened claim, suit or other action which may arise, to enable the Purchaser to defend such claim. Such obligations of the Purchaser shall be continued in perpetuity.
8. The Purchaser agree/s to pay all expenses including but not limited to stamp duty, registration charges, municipal taxes, cess, transfer fee, premium and/or other



A handwritten signature in blue ink, appearing to read "Munirka".

For GOLF LAKE LLP  
A handwritten signature in blue ink, appearing to read "Authorised Signatory".

## SCHEDULE-I

### Detailed Description of the Said Property

Semi-finished structure / Building/Project by the name and style of "Suncourt Tower - A" with proportionate land area measuring 5128.97 sq. mtrs., Ground Coverage Area measuring 875.00 sq. mtrs. and approved FAR of 18801.62 sq. mtrs. and carpet area of 16369.39 sq mts, demarcated in Yellow in map attached herewith with Annexure -A, in the building type "B-6" forming part of Land admeasuring 8.28 acres, as mentioned under the category 'Group Housing" (B type building)" under the heading "Abstrat-Land-1" in the approved revised lay out plan sanctioned by Greater Noida Industrial Development Authority vide Letter No.BP-907(S)/Rec/OPA-5578 dated 14.08.2012, out of mortgaged land admeasuring 17.20 acres in the project by name and style of "Jaypee Greens" at Greater Noida, with all the construction thereon both present and future along with all the rights, estate, interest, benefits and receivables ,arising therefrom and the land underneath.

For GOLF LAKE LLP  
*Vishay*  
Authorised Signatory



Annexure -A

( Sale Certificate dated 29.03.2019)



For GOLF LAKE LLP  
*Neelam Singh*  
Authorised Signatory

SALE CERTIFICATE  
For immovable property  
(Rule 9(6))

Whereas the undersigned being the Authorized Officer of Housing Development Finance Corporation Limited having its Registered Office at Ramon House, H T Parekh Marg, Backbay Reclamation, Churchgate, Mumbai - 400 020, having branch office at The Capital Court, Munirka, Outer Ring Road, Olof Palme Marg, New Delhi-110067 being the secured creditor under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 and in exercise of powers conferred by Section 13 read with Rules 8 & 9 of the Security Interest (Enforcement) Rules, 2002, has sold the immovable property / secured asset on an "as is where is" basis & "as is what is" basis, more particularly described in the Schedule written hereunder and as further demarcated in [red] in the layout plan, attached herewith as Annexure 1, to **GOLF LAKE LLP** (hereinafter referred to as the "said Purchaser") having its registered office at Flat No- 502,502-A, 5<sup>th</sup> Floor, Narain Manzil ,23 Barakhamba Road, Connaught Place , New Delhi-110001 , whose offer has been accepted by Housing Development Finance Corporation Limited. The said immovable property / secured asset forms a part of the security interest that has been created in favour of Housing Development Finance Corporation Limited for partly securing the Construction Finance Loan of Rs. 450,00,00,000/- (Rupees Four Hundred and Fifty Crores Only) granted to **M/s. Jaiprakash Associates Limited** (hereinafter referred to as the "said Borrower")

The total sale consideration of the said Secured Asset is **Rs.31,00,00,000/-** (Rupees Thirty One Crore only).

All payments relating to sale consideration are subject to TDS @1% u/s 194 -IA of the Income Tax Act 1961. It is the purchaser's responsibility to remit the amount deducted into the account of appropriate Authority and to issue the TDS certificate within the prescribed time limits.



For **GOLF LAKE LLP**  
Vikas  
Authorised Signatory

The undersigned acknowledges the receipt of sale consideration after deduction of 1% TDS u/s 194 -IA of the Income Tax Act, 1961 from total sale consideration and possession of the Scheduled Property has been delivered to the Purchaser mentioned hereinabove.

The details of the payments received from the Purchaser by Housing Development Finance Corporation Ltd towards sale consideration/ sale price are as under

Sr. No	RTGS No/UTR No.	Date	Amount	Name Of the Bank
1	Fund transfer through cheque no. 000220	29.03.2019	Rs 30,69,00,000/-	HDFC Bank Ltd
		Total	Rs 30,69,00,000/-	

The sale of the Scheduled Property has been made free from all encumbrances known to the Secured Creditor viz. Housing Development Finance Corporation Limited except those applicable under the terms of sale as mentioned in the Private Treaty Offer dated 23.03.2019 Form read with Offer Acceptance Letter dated 28.03.2019 and possession of the Scheduled Property.

The taxes, stamp duty, transfer charges, registration fee, etc, payable on this certificate of sale and this transaction of sale, is and shall be the liability and responsibility solely of the Purchaser and shall be entirely payable by the Purchaser and HDFC shall not be liable therefore or thereto in any manner whatsoever.

The Purchaser shall be entirely and fully liable and responsible for getting this Sale Certificate duly and fully registered with the office of concerned Sub-Registrar of Assurances, as required in accordance with law.



For GOLF LAKE LLP  
Vikram Singh  
Authorised Signatory

SCHEDULE HEREIN ABOVE REFERRED

**DESCRIPTION OF THE IMMOVABLE PROPERTY / SECURED ASSET**

Semi finished structure / Building /Project by the name and style of "Suncourt Tower -A" with proportionate land area measuring 5128.97 sq. mtrs, Ground Coverage Area measuring 875.00 sq. mtrs, and approved FAR of 18801.62 sq. mtrs, demarcated in Yellow in map attached herewith, in the building type "B-6" forming part of Land admeasuring 8.28 acres as mentioned under the category "Residential/ Commercial" (B type building) under the heading "Abstrat-Land-1" in the approved revised lay out plan sanctioned by Greater Noida Industrial Development Authority vide Letter No. BP-907(S)/Rec/OPA-5578 dated 14/08/2012, out of mortgaged land admeasuring 17.20 acres in the project by name and style of "Jaypee Greens" at Greater Noida, with all the construction thereon both present and future along with all the rights, estate, interest, benefits and receivables arising therefrom and the land underneath.



Authorized Officer

Housing Development Finance Corporation Limited  
Branch Address: The Capital Court, Munirka, Outer Ring Road, Olof Palme Marg,  
New Delhi - 67

Place : New Delhi  
Date : 29/march/2019

For GOVT OF N.P  
Vidhu  
Authorised Signatory



## POSSESSION RECEIPT

Received on "as is where is" and "as is what is" condition the following property:

### DESCRIPTION OF THE IMMOVABLE PROPERTY / SECURED ASSET

Semi finished structure / Building /Project by the name and style of "Suncourt Tower -A" with proportionate land area measuring 5128.97 sq. mtrs, Ground Coverage Area measuring 575.00 sq. mtrs. and approved FAR of 18801.62 sq. mtrs., demarcated in Yellow in map attached herewith, in the building type "B-6" forming part of Land admeasuring 8.28 acres as mentioned under the category "Residential/ Commercial" (B type building)" under the heading "Abstrai-Land-1" in the approved revised lay out plan sanctioned by Greater Noida Industrial Development Authority vide Letter No. BP-907(S)/Rec/OPA-5578 dated 14/08/2012, out of mortgaged land admeasuring 17.20 acres. in the project by name and style of "Jaypee Greens" at Greater Noida, with all the construction thereon both present and future along with all the rights , estate, interest, benefits and receivables arising therefrom and the land underneath.

We have no claim of any nature whatsoever against Housing Development Finance Corporation Ltd in respect of aforesaid property.

Possession of the secured asset  
handed over to the Purchaser



(SACHIN KAPOOR)

Date: 29 /march /2019

Possession received  
FOR GOLF LAKE LLP

  
Designated Partner

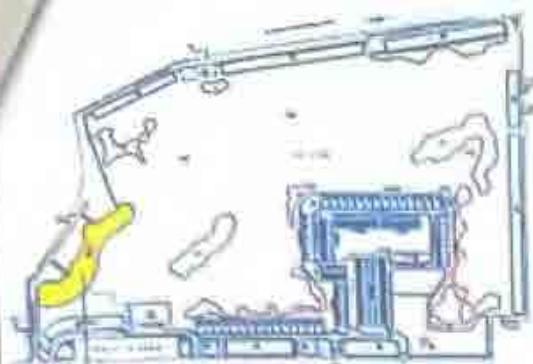
(Mohit Singh)

Date: 29.03.19

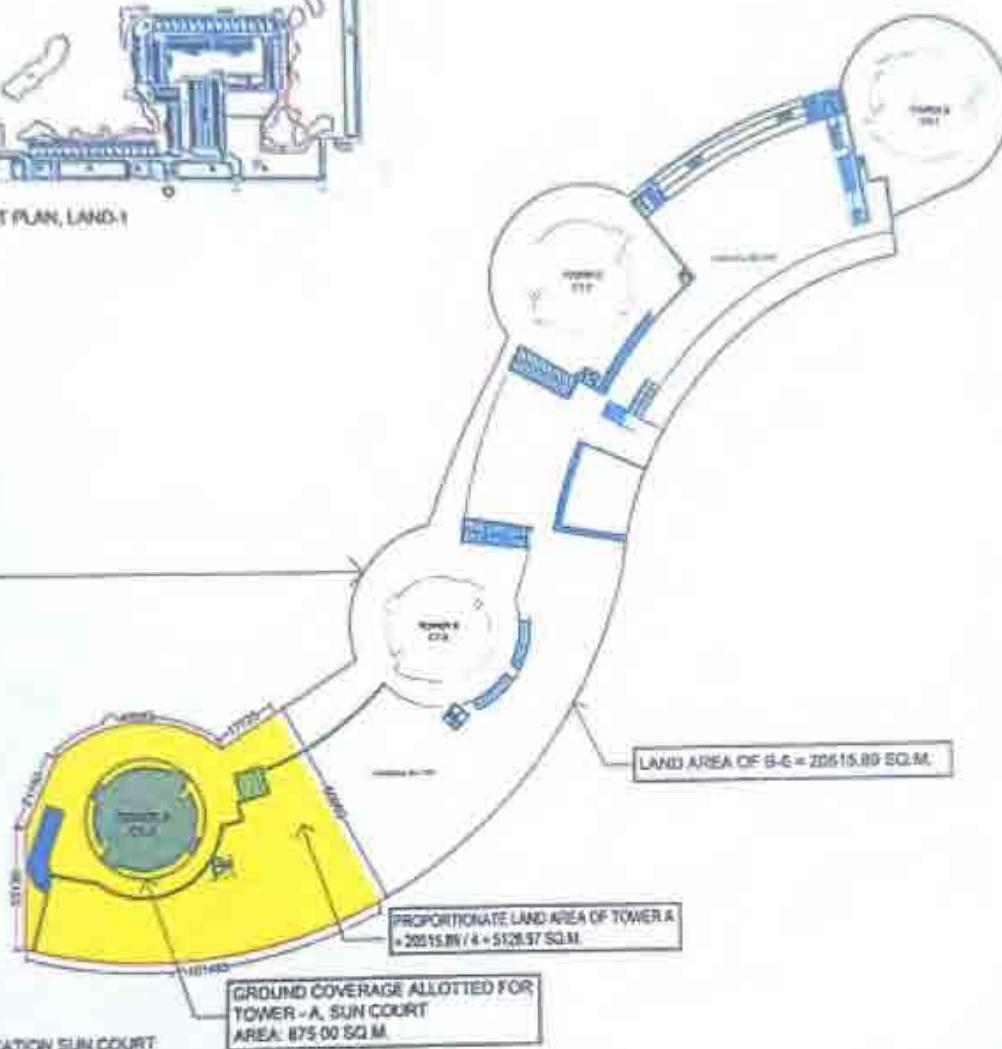
Authorized Officer  
Housing Development Finance Corporation Ltd  
Branch Address: The Capital Court, Munirka, Outer Ring Road, Olof Palme Marge, New Delhi - 67



For GOLF LAKE LLP  
Authorised Signatory



AYOUT PLAN, LAND-1



LAND AREA OF B-C = 20515.89 SQ.M.

PROPORTIONATE LAND AREA OF TOWER A  
= 20515.89 / 4 = 5128.97 SQ.M.

GROUND COVERAGE ALLOTTED FOR  
TOWER - A, SUN COURT  
AREA: 875.00 SQ.M.

NOTES:

1. ALLOTTED FAR OF TOWER - A AS PER APPROVED LAYOUT PLAN = 84000.00 / 4 = 21000.00 SQ.M.
2. FAR OF TOWER - A AS PER SANCTION BUILDING DRAWINGS APPROVAL = 18881.82 SQ.M.
3. SUPER AREA OF TOWER - A AS PER DECLARATION UNDER U.P. APARTMENT ACT = 22479.27 SQ.M.
4. PARKING SLOTS ALLOCATED FOR TOWER - A:
  - 4.1 LOWER BASEMENT - 87 NO'S.
  - 4.2 UPPER BASEMENT - 69 NO'S.
 TOTAL PARKING SLOTS - 156 NO'S.



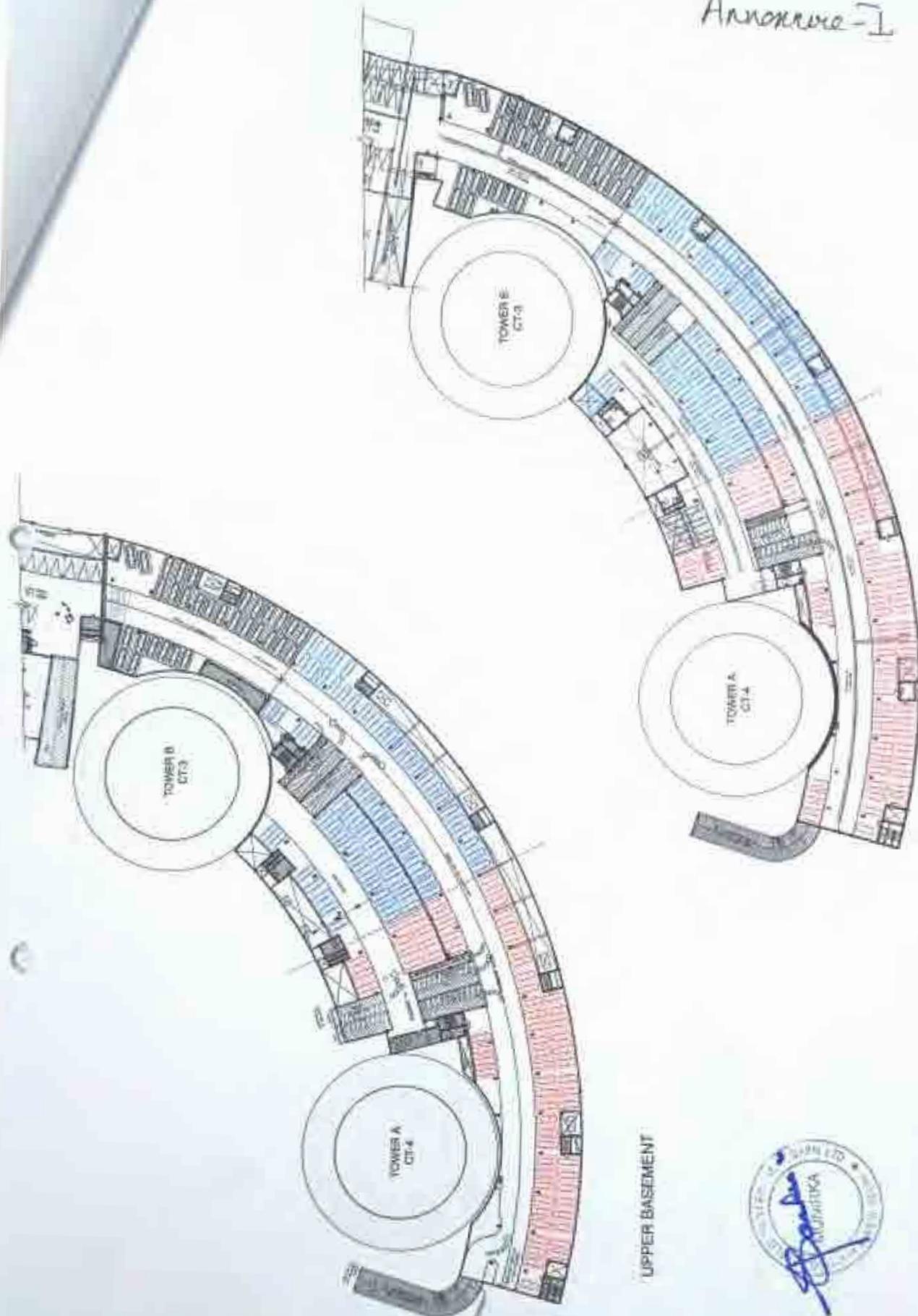
 <b>JAIPEE GREENS</b> Sector 100, Noida, U.P. SUN COURT (B-C)	PROJECT: <b>JAIPEE GREENS, GREATER NOIDA</b>	ARCHITECTURE & PLANNING DEPT:	NAME: <b>NTS</b>
	DEPARTMENT: <b>LOCATION PLAN OF TOWER A</b>	DATE: <b>11.03.2012</b>	DESIGN NO: <b>JPGB/2012/103</b>



For GOLF LAKE LLP  
Amitabh Chaturvedi

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Annexure - I



LOWER BASEMENT

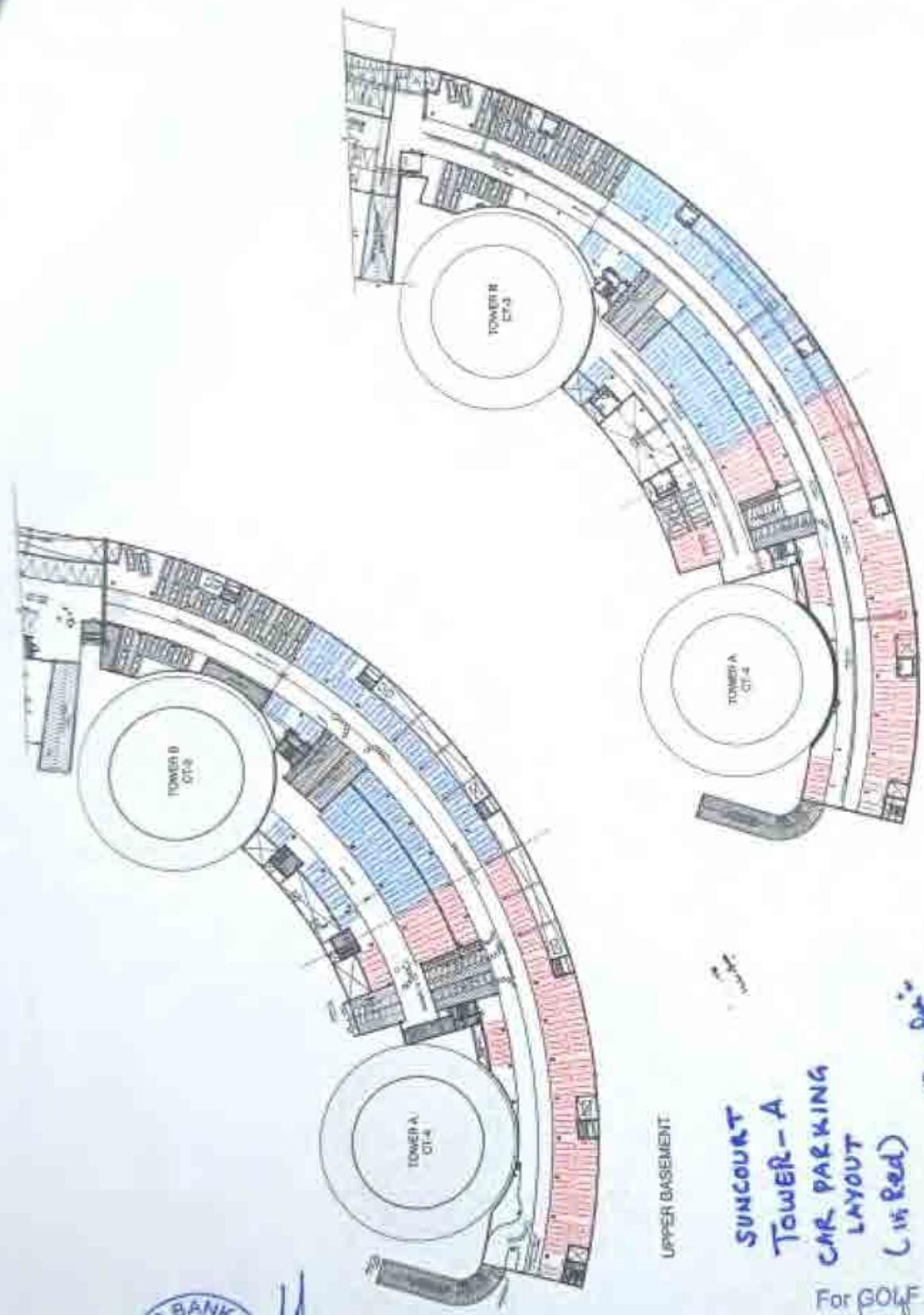
UPPER BASEMENT



For GOLF BOXE LLP

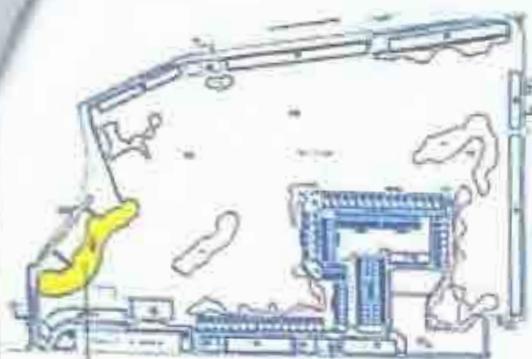
Authorised Signatory

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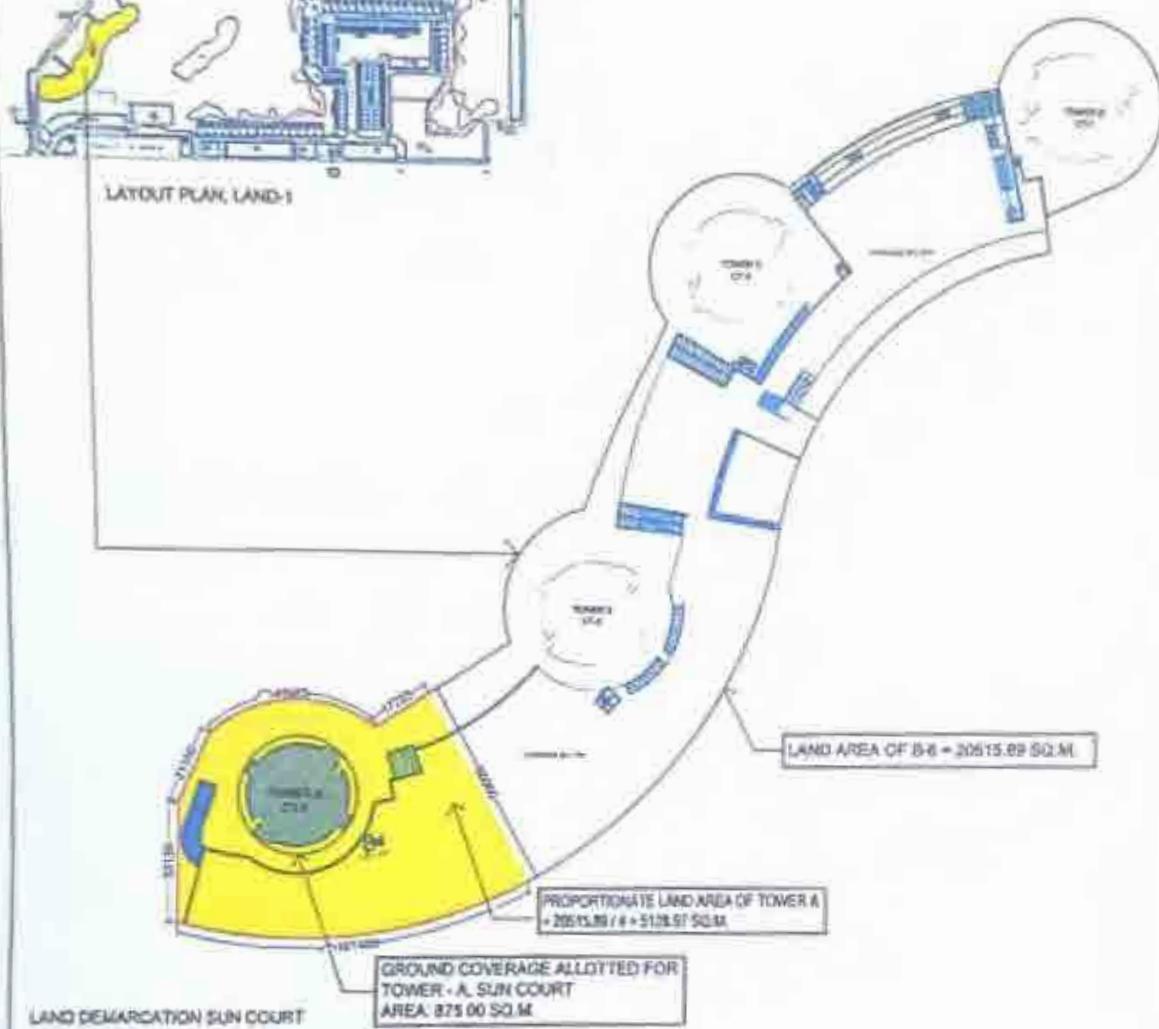


**SUNCOURT  
TOWER - A  
CAR PARKING  
LAYOUT  
(1st Red)**

For GOLF LANE LLP  
Architectural Consultancy



LAYOUT PLAN, LAND-1



LAND DEMARCTION SUN COURT

NOTES:

1. ALLOTTED FAR OF TOWER - A AS PER APPROVED LAYOUT PLAN = 8400.00 / 4 = 21000.00 SQ.M.
2. F.A.R. OF TOWER - A AS PER SANCTION BUILDING DRAWINGS APPROVAL = 18801.62 SQ.M.
3. SUPER AREA OF TOWER - A AS PER DECLARATION UNDER U.P. APARTMENT ACT = 22479.27 SQ.M.
4. PARKING SLOTS ALLOCATED FOR TOWER - A.
  - 4a. LOWER BASEMENT - 87 No's.
  - 4b. UPPER BASEMENT - 89 No's.

TOTAL PARKING SLOTS - 156 No's.



PROJECT	JAYPEE GREENS, GREATER NOIDA		ARCHITECTURE & PLANNING DEPT.	NAME	REMARKS
DOCUMENT	LOCATION PLAN OF TOWER A SUN COURT (86)		DEALER	MR. S. K. SINGH	N.T.S.
			VC	DATE	APPROVED
			ORIGIN	12.05.2010	PPW
			PPW		



For GOLF LANE P.L.P.  
Ved  
Authorized Signatory

Scanned with CamScanner

expenses /charges incidental thereto in connection with transfer /sale of scheduled property in the name of the Purchaser.

9. That this Deed of Certificate of Sale shall be governed by and construed in accordance with the laws of Republic of India. The Parties agree that the courts at Gautam Budh Nagar, Uttar Pradesh shall have exclusive jurisdiction to resolve any disputes or claims arising under or in connection with this Deed of Certificate of Sale.

**IN WITNESS WHEREOF** the First Party/ Seller and the Second Party/ Purchaser have set their hands to this Deed on the day, month and year herein above mentioned in presence of the following witnesses.



FIRST PARTY / SELLER

Through its Authorized Officer

For GOLF LAKE LLP  
Authorized Signatory

SECOND PARTY / PURCHASER

Through its Authorized Signatory

**Witnesses:**

1. Ankur Bhati & Sh. Manoj Singh Bhati  
R/o Fazilpur G.B. Nagar.

2. Jagdish Chakar D/o Sh. Manik Ray Chakar  
A/c A2/251, Cross Rd 13, Hosh Vihar Delhi 93

आवेदन सं०: 202300743052174

बही संख्या । जिल्ह संख्या 43274 के पृष्ठ 31 से 46 तक क्रमांक 20712 पर  
दिनांक 11/08/2023 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रेम प्रकाश सिंह  
उप निदेशक, सदर ग्रेटर नोएडा  
गौतम बुद्ध नगर  
11/08/2023

