

IN 23980 / 2012

भारतीय गैर न्यायिक

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Rs. 20

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INDIA

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Stamp Duty Paid in Cash as shown by Receipt
 of the Government of India
 Section 10-B of the Stamp Act, 1899 is certified that
 an amount of Rs. 20,00,000/- has been paid in cash as shown by Receipt
 of this instrument in the State Bank of India
 Branch at NOIDA
 on 18-12-12
 a Copy of Receipt is attached herewith.

11 Dec 2012 *[Signature]*

[Signature]
11/12/12

Sub Lease Deed

This Stamp Paper is attached with and part of Sub Lease Deed of GH-F at Jaypee Greens Sports City, SDZ, Sector - 25, YEIDA Area, District - Gautam Budh Nagar (U.P.).



PRESIDENCY INFRAHEIGHTS PVT. LTD.

[Signature]

Director

SUB – LEASE DEED

Sale Consideration	- Rs.34,00,00,000/-
Stamp Duty	- Rs. 1,70,00,000/-

THIS SUB – LEASE DEED (the "Sub – lease Deed") is made and entered on this 12th day of December, 2012 at Greater Noida in Dist.- Gautam Budh Nagar.

BY AND BETWEEN

M/S. JAYPEE SPORTS INTERNATIONAL LIMITED (JSIL), a company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at Sector – 128, Noida – 201304, U.P through its Company Secretary, Mr. P.N.Kumar as Authorized Signatory (hereinafter referred to as the "Sub-Lessor", which expression or term shall unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors, legal representatives and permitted assigns) of the **FIRST PART**,

AND

M/S. Presidency Infraheights Pvt. Ltd., a company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at E-38, GTB Nagar, Kirti, Allahabad – 211016 (U.P.) and Corporate Office at GF-72 World Trade Centre, Babar Avenue, Connaught Place New Delhi – 110021 through its authorized Director **Mr. Owais Usmani** (hereinafter referred to as the "Sub-Lessee", which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors, legal representatives and permitted assigns) of the **SECOND PART**.

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



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(Signature)
Director

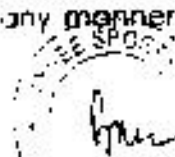
WHEREAS

The Government of U.P. constituted the Taj Expressway Industrial Development Authority, vide GoUP Notification No. 697 / 77 - 04 - 2001 - 3 (N) / 2001 dated 24th April, 2001 (name changed to Yamuna Expressway Industrial Development Authority (YEA) vide GoUP Notification No. 1165 / 77 - 04 - 08 - 65N / 08 dated 11th July, 2008) under the U.P. Industrial Area Development Act 1976, presently having its principal office at 1st Floor, Commercial Complex, Block-P-2, Sector-Omega-1, Greater Noida, District Gautam Budh Nagar-201308, U.P., which formulated a scheme to develop Mega Projects in Special Development Zones (SDZs) along the Taj Expressway (renamed as Yamuna Expressway vide GoUP Notification No. 1165 / 77 - 04 - 08 - 65N / 08 dated 11th July, 2008) between Greater Noida and Agra and invited applications for allotment of SDZs.

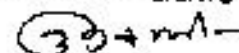
Jaypee Sports Private Limited was incorporated under the Companies Act, 1956 on 20.08.2007 and it applied to YEA for allotment of one SDZ of 1000 hectares area for development with sports as core activity. It subsequently changed its name to Jaypee Sports International Private Limited and then changed from Private Limited to Public Limited Company and a fresh Certificate of Incorporation in the name of Jaypee Sports International Limited was issued by the Registrar of Companies of Uttar Pradesh and Uttarakhand on 28.07.2010.

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

The **Sub-Lessor** has been granted unfettered right to sub-lease the whole or any part of the Non Core Area (**Subject Land**), whether developed or undeveloped, and whether by way of plots or constructed properties or give on leave and license or otherwise dispose of its interest in the **Subject Land** or part thereof/permit any person in any manner whatsoever, without requiring any consent or approval of YEA or of



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Director

any other relevant authority.

Sub-Lessor prepared land use plan, the layout plan and other relevant plans for the development of the Leased Land named as Jaypee Greens Sports City and submitted the same to YEA which were duly approved by YEA (hereinafter be referred to as the **Approved Plans**).

Sub-Lessee approached JSIL/Sub-Lessor for sub lease of a plot of land in the **Subject Land** and JSIL agreed to sub lease a plot of land admeasuring 22258 Sq. Mtr. (5.50 acres) (hereinafter referred to as the **Demised Plot**) being a part of residential pocket **GH-F** of the **Approved Plans** of the leased land to the **Sub Lessee** for the least remaining period of the **Lease Deeds** for a Consideration of Premium of Rs. 34,00,00,000/- (Rupees thirty four crores only) on the mutually agreed terms and conditions. The **Demised Plot** consists of land admeasuring 20235 Sq. metre (5.00 acres) for group housing development and land admeasuring 2023 Sq. Metre (0.50 acres) for recreational green (parks and play grounds) as described in the Schedule of Property attached heroinafter as **Annexure I** and located as per Location Plan attached as **Annexure II**

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

1. Based on the facts and circumstances stated above, the **Sub-Lessor** being the lawful lease holder of the **Demised Plot**, is competent to sub-lease the same to the **Sub-Lessee**. Detailed description and location of the **Demised Plot** is attached as Schedule of Property **Annexure - I** & as Location Plan **Annexure - II**.
2. In consideration of the payment of premium of Rs. 34,00,00,000/- (Rupees thirty four crores) which has already been paid by the Sub-Lessee to the Sub-Lessor as per following details.

(i)	Cheque No. 126780 dated 28.09.2012 drawn on ICICI Bank.	Rs. 3,00,00,000/-
(ii)	Pay Order No. 520058 dated 10.12.2012 drawn on Katak Mahindra Bank, New Delhi	Rs. 31,00,00,000/-
	Total	Rs. 34,00,00,000/-



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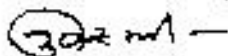
Director

The receipt of which the **Sub-Lessor** admits and acknowledges hereby. The **Sub-Lessor** have delivered the actual, physical vacant possession of the **Demised Plot** to the **Sub-Lessee** at the spot and the **Sub-Lessee** has taken the possession of the same, and subject to the covenants and conditions on the part of the **Sub-Lessee** as contained herein, the **Sub-Lessor** doth hereby **sub-lease** unto the **Sub-Lessee** the **Demised Plot** more particularly described in Location Plan attached as **Annexure - II**, together with privileges, rights, easements and appurtenances for the period expiring on 23.09.2099

- 3 the **Sub-Lessee** shall have right to Sub-Lease the whole or any part of the **Demised Plot** whether developed or undeveloped, and whether by way of plots or constructed properties, to give on leave and license or otherwise dispose off its interest in the **Demised Plot** or part thereof, to any person as per rules and regulations of **YEA**, without requiring any consent or approval of the **Sub-Lessor**.
- 4 **Sub-Lessee** shall be entitled to transfer the **Demised Plot** in full or in parts on further sub-lease[s] within the terms of this **Sub-Lease Deed** and on payment of transfer charges to **YEA** as may be applicable. **Sub-Lessee** for all such transfers shall follow the procedure, as may be specified by **YEA**, before executing any subsequent Sub lease deeds. **Sub-Lessee** shall however notify to **JSIL/YEA** the details of such sub-leases and provide copies of such transfer/sub-lease deeds to **JSIL/YEA** or any other authority as may be specified by **YEA/JSIL**.
- 5 **Sub-Lessee** may be permitted by **YEA** at their sole discretion to mortgage the **Demised Plot** in favour of banks/financial institutions on such terms and conditions as may be specified by **YEA**.
- 6 Multiple renting of the buildings constructed on **Demised Plot** shall be permissible to **Sub-Lessee**.



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Director

7. The **Sub-Lessee** shall have a right of way to the roads adjoining the **Demised Plot** and shall be entitled to enter upon such roads for the purpose of accessing the **Demised Plot** without detriment to the **Sub-Lessor** or YEA or public interest.
8. **Sub-Lessee** shall pay all taxes, charges and rates levied or to be levied in future by YEA or any local or other authority of Central or State Govt in respect of the **Demised Plot** and construction thereon.
9. The land use of the **Demised Plot** shall be as per the Land Use Plan / Layout Plan approved by YEA and **Sub-Lessee** shall adhere to the same. Further, **Sub-Lessee** shall carry out the entire development on the **Demised Plot** adhering to:-
- (i) Standards and Specifications laid down in the Building and other Regulations of YEA /relevant Indian Standards/National Code etc.
 - (ii) Master Plans and Rules & Regulations of YEA and other relevant authorities.
 - (iii) Government policies and relevant Codes of BIS/IS relating to disaster management in land use planning and construction work.
10. The Ground coverage, Height and Setbacks etc. in respect of the **Demised Plot** shall be governed by the applicable YEA Building Regulations. As regards Floor Area Ratio (FAR), the **Sub-Lessee** shall be entitled to a maximum FAR of 3.0 in respect of land measuring 20235 sq. metre. (5.00 acres) for group housing development subject to admissibility under the applicable Yamuna Expressway Industrial Development Area Building Regulations.
11. The Building drawings and relevant details for construction on the **Demised Plot** shall be subject to the approval by YEA for which **Sub-Lessee** shall follow the procedure as may be prescribed by YEA from time to time. However, if necessary, the **Sub-Lessor** may, at request of the **Sub-Lessee**, endeavor to help the **Sub-Lessee** in obtaining applicable permits, sanctions, approvals, clearances, etc., from YEA for effective enjoyment and construction on the



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Director

Demised Plot, without being responsible and/or liable for the same in any manner.

12. **Sub-Lessee** shall observe, perform and abide by all the rules and regulations as may be specified, from time to time, by YEA in relation to the **Subject Land** in general and the **Demised Plot** in particular.
13. **Sub-Lessee** shall accept variations, deletions, additions, alterations, modifications in the **Approved Plans** made either by JSIL as it deems fit and proper or by or pursuant to requirement of YEA without effecting any change in the location and periphery of the **Demised Plot**.
14. **Sub-Lessee** shall follow all laws and bye-laws, rules, building regulation and direction of YEA and the local municipal or other authority now existing or hereinafter to exist so far as the same relate to the immovable property and so far as they affect the health, safety and convenience of other inhabitants of the **Demised Plot**.
15. **Sub-Lessee** shall obtain all necessary sanctions / permits / approvals etc. from relevant authorities with regard to the **Demised Plot** and all activities thereon.
16. **Sub-Lessee** shall, at its own cost, keep the **Demised Plot**, the construction raised thereon, partitions, pipes and appurtenances thereto or belonging thereto, in good state and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the constructed property on or pertaining to the **Demised Plot** are not damaged or jeopardized in any manner whatsoever.
17. **Sub-Lessee** has inspected and satisfied himself regarding the site, the layout plans, ownership records as provided by the **Sub-Lessor**, the **Lease Deeds** and other documents relating to the title and all other details of the **Demised Plot** that **Sub-Lessee** considers relevant for the transaction contemplated herein.



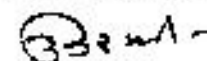
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Director

18. **Sub-Lessee** has satisfied himself about the right, title and capacity of **JSIL** to deal with the **Demised Plot** and the **Subject Land** and has understood all the limitations and obligations thereof.
19. i) **Sub-Lessor** shall provide approach road, external services such as drainage, sewerage, electric and water supply lines, street lights at a single point near the edge of the **Demised Plot** and the **Sub-Lessee** shall pay the external maintenance charges including replacement, if any on pro-rata basis as may be decided by **JSIL/Designated Maintenance Agency** from time to time. The external maintenance charges shall commence with effect from 01.04.2016.
- ii) The **Sub-Lessor** or the **Designated Maintenance Agency** shall be entitled to collect the taxes, dues, demands, charges, duties etc. on pro-rata basis from the **Sub-Lessee** so long each unit within **Jaypee Greens Sports City** is not separately assessed for such purposes and the taxes, dues, demands, charges, duties etc are collectively levied for the **Jaypee Greens Sports City** or part thereof by **YEA** or any other statutory body. In addition, the **Sub-Lessee** shall pay proportionate share of the taxes, dues, demands, charges, duties etc. In respect of the common areas and other facilities, as may be assessed and claimed by the **Sub-Lessor** or the **Designated Maintenance Agency**.
20. i) **Sub-Lessee** shall make its own arrangements for all civil amenities such as electric supply, water supply, sewerage, drainage, internal roads, etc. within the **Demised Plot** and maintain the same at its own cost.
- ii) **Sub-Lessee/its** subsequent **Sub-Lessees** shall be charged for running services like electricity and water supply etc. to the **Demised Plot** at prevailing rate of supply by relevant authorities as applicable for other inhabitants as per the guidelines by **JSIL/ Designated Maintenance Agency**. However, **Sub-Lessor** shall not be responsible for any interruption in water supply / electric supply and/or its quality. **Sub-Lessee** may make its own arrangements for alternative source in case of any break down/interruption in water supply / electric supply.

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Director



- iii) **Sub-Lessee** may construct boundary wall around the **Demised Plot** excluding the land admeasuring 2023 Sq. Mtrs. (0.50 acres) for recreational green after the execution and registration of **Sub Lease Deed** in favour of Sub-Lessee. However the title and ownership of 0.5 Acres land left for green area shall always vest with the **Sub-Lessee**, but the usages of the same shall be for the designated purpose (recreational green).
21. **The Sub-Lessee** or its subsequent Sub-Lessees may be provided membership of various clubs and shall be permitted to avail other facilities at **Jaypee Greens Sports City** by the **Sub-Lessor** on the same terms and conditions as to other sub-lessees of **Sub-Lessor**.
22. **The Sub-Lessee** covenants and warrants that
- (i) **The Sub-Lessee** shall follow all laws and bye-laws, rules, building regulations and directions of **YEA** and the local municipal or other authority now existing or hereinafter to exist so far as the same relate to the immovable property and so far as they affect the health, safety and convenience of other inhabitants of the place.
 - (ii) **The Sub-Lessee** shall bear the stamp duty charges and legal expenses of execution of this **Sub-Lease Deed** including the registration charges as may be applicable.
 - (iii) **Sub-Lessee** shall permit the members, officers and subordinates of **YEA** and workmen and other persons employed by **YEA** at all reasonable time of the day with prior notice to enter into and upon the **Demised Plot** and buildings to be erected thereupon in order to inspect the **Demised Plot** and buildings erected thereupon.
23. **The Sub-Lessor** covenants and warrants that:
- (i) **The Sub-Lessor** has the full right and authority to execute this **Sub- Lease Deed** and to grant the lease of the **Demised Plot**, and that the **Sub-Lessee**, upon performance of the covenants herein contained, shall peaceably and quietly hold, possess and enjoy the **Demised Plot** during the term of this **Sub-Lease Deed** without any interruption, disturbance, claims or demands by the **Sub-Lessor** or by any person/s



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Director

claiming for and on behalf of the **Sub-Lessor** except as per the covenants and provisions of this **Sub-Lease Deed**.

- (ii) The **Sub-Lessor** shall grant, transfer, convey and assure, from time to time, all its reversionary rights and interests in respect of the **Demised Plot** as may be required by the **Sub-Lessee** for construction thereon as per applicable Master Plan and other regulations of **YEA**.
- (iii) The **Demised Plot** is free from all encumbrances, claims, disputes, encroachments, occupations, litigations, injunctions, mortgages, charges, pledges, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations.
- (iv) The payment of installments of the premium amount of the **Subject Land** and its annual lease rent to **YEA** is the obligation of the **Sub-Lessor** and the **Sub-Lessee** shall not be liable for the same. However in case any loss, damages is caused to the **Sub-Lessee** due the default in the payment of installments of premium amount to **YEA**, the **Sub-Lessor** shall be liable to indemnify the **Sub-Lessee** for all the losses, damages occurred.
24. **YEA** shall have full right and title to all mines and minerals, coals, gold washing, earth oils and quarries in and under the **Demised Plot** or any part thereof and to do all acts and things, which may be reasonably necessary or expedient for the purpose of searching removing and enjoying the same, without affecting **Sub-Lessee's** right to peaceful possession and enjoyment.
25. **Sub-Lessee** shall not display or exhibit on the **Demised Plot** any picture posters, statues, other articles which are repugnant to the morals or are indecent or immoral.
26. **Sub-Lessee** specifically understands that the **Demised Plot** is being conveyed to him on the terms and conditions stated herein subject to the provisions of the **Lease Deeds**.



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Director

27. Nothing herein shall be construed to provide **Sub-Lessee** with the right to prevent the **Sub-Lessor** from:
- (i) Constructing or continuing with the construction of the other building(s), independent houses, apartments or other structures and services in the areas adjoining the **Demised Plot**;
 - (ii) Putting up additional constructions, residential, commercial or of any other kind on the **Subject Land**; without effecting the F.A.R / building plans/green area and common roads of the **Sub-Lessee** in the immediate periphery of the **Demised Plot**.
 - (iii) Amending / altering the **Approved Plans**.
28. In case **Sub-Lessee** allows the use, occupation and construction on the **Demised Plot** to any person(s) other than **Sub-Lessee** himself, **Sub-Lessee** shall ensure that all obligations, liabilities and responsibilities devolving upon him under this **Sub-Lease Deed** shall be complied with by the user or occupier of the **Demised Plot** or part thereof and shall bring all obligations, liabilities and responsibilities to the notice of such user or occupier of the **Demised Plot** or part thereof as part and parcel of the terms and conditions of the agreement of **Sub-Lessee** with such user or occupier of the **Demised Plot**.
29. **Sub-Lessee** shall keep **JSIL** indemnified against any claims for damages which may be caused to any property belonging to **JSIL** or any third party resulting directly or indirectly from the execution of the works on the **Demised Plot** and also against claims for damages arising from the actions of **Sub-Lessee** or his workmen or representatives which :-
- a. Injures or destroys any building or part thereof or other structure contiguous or adjacent to the **Demised Plot**.
 - b. Keeps the foundation, tunnels or other pits on the **Demised Plot** open or exposed to weather causing any injury to contiguous or adjacent plot and/or building.
 - c. Digs any pit near the foundation of any contiguous or adjacent building causing any injury or damages to such building.



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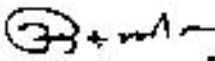
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Director

- 30 **Sub-Lessee** undertakes to comply with all the covenants, representations, warranties and undertakings contained herein, and keep **JSIL**, its employees, representatives, agents harmless and indemnified of all claims, actions, as may be brought by the co-inhabitants of **Sub-Lessee**, his guests or any person claiming through him, and all losses, damages, penalties, attorney fee, etc., as may be suffered by **JSIL** on account of any act or omission by **Sub-Lessee**. **Sub-Lessee** shall also indemnify **JSIL** against all actions, loss or damage on account of anything done or omitted to have been done towards the development of the **Damised Plot**.
- 31 In case of any breach or default of the terms and conditions of this **Sub- Lease Deed** by the **Sub-Lessee**, **YEA** and/or the **Sub-Lessor** may, at their sole discretion, issue a written notice calling upon the **Sub-Lessee** to rectify the breach or default within such period as may be specified under the said notice. The **Sub-Lessee**, immediately upon receipt of such notice of such breach or default, shall be under an obligation to rectify, remove the breach or default within the period specified under the notice and inform the **Sub-Lessor** and / or **YEA**, as the case may be, of such rectification or removal of breach or default by a written notice failing which **YEA** and / or **Sub-Lessor** shall have the right, at its sole discretion, to take such action as may be considered appropriate, including resumption of the plot with building thereon.
- 32 **Sub-Lessor** undertakes to comply with all the covenants, representations, warranties and undertakings contained herein, and keep **Sub-Lessee** its employees, representatives, agents harmless and indemnified of all claims, actions, as may be brought by the **Sub-Lessee**, or any person claiming through him, and all losses, damages, penalties, attorney fee, etc., as may be suffered by **Sub-Lessee** on account of any act or omission by **Sub-Lessor**.



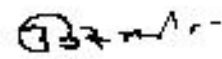
PRESIDENCY INFRAHEIGHTS PVT. LTD.


Director

- 33 **Sub-Lessee** shall not in any manner encroach upon the common land areas and facilities not handed over to the **Sub-Lessee**. Any unauthorised encroachment, in any manner whatsoever, made by **Sub-Lessee** shall be treated as default under clause 31 of this sub-lease deed.
- 34 **Sub-Lessor** shall not in any manner encroach upon the **Demised Plot** handed over to the **Sub-Lessee**. Any unauthorised encroachment, in any manner whatsoever, made by **Sub-Lessor** shall be treated as default by the **Sub-Lessor** and shall be rectified as per procedure stated under clause 31 of this **Sub-Lease Deed**.
- 35 That the **Sub-Lessee** has agreed to pay one time lease rent to the **Sub-Lessor** at rate as settled with **Sub-Lessor** and **Sub-Lessee** shall not be responsible to pay any lease rent after the payment of the same. The copy of the payment challans in respect of lease rent paid by the **Sub-Lessor** to YEA shall be provided by the **Sub-Lessor** to the **Sub-Lessee**, as may be required by him.
36. **Subsequent** sub-lessees shall obtain No Objection Certificate (NOC) from the **Sub-Lessor/Designated Maintenance Agency** for alienation, transfer or disposal of interest, rights of the subsequent sub-lessees to any other person, and such transfer shall always be subject to the laws applicable, including payment of the applicable charges, duty, taxes, levies etc as payable to any concerned authority/body/agency/ **Sub-Lessor**, as the case may be.



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Director

37. Notices by one Party to the other shall be deemed to have been served if delivered personally or sent by registered post to such Party at the respective addresses specified below:

(a) Notices to the **Sub-Lessor** to:

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

Attention: Shri Sameer Gaur (MD & CEO)
Telephone No.: 0120-4609000
Email: sameer.gaur@joiindia.co.in

(b) Notices to the **Sub-Lessee** to:

(i) Presidency Infraheights Pvt. Ltd.
E-38, GTB Nagar, Karoli,
Allahabad - 211016 (U.P.)

(ii) Presidency Infraheights Pvt. Ltd.
GF-72, World Trade Centre,
Babar Avenue, Connaught Place
New Delhi - 110001

Attention: Shri Owais Usmani (Director)
Telephone No.: 08800553096, 0096899851181
Email: . owais.arabian@gmail.com

38. It shall be the responsibility of **Sub-Lessee** and / or the subsequent sub-lessees, as the case may be, to inform YEA by Registered Post of all subsequent changes in their address, failing which all notices and other communications sent at their address shall be deemed to have been received by **Sub-Lessee** or the subsequent sub-lessees, as the case may be. JSIL shall notify any change in the registered office address to **Sub-Lessee** or the subsequent sub-lessees, as the case may be and till such time any change in the registered office is notified, all notices and other communications sent to JSIL at the registered office specified hereinabove shall be deemed to have been duly received by it.



PRESIDENCY INFRAHEIGHTS PVT. LTD.

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Director

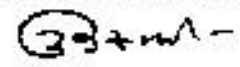
39. This **Sub-Lease Deed** constitutes the entire understanding of the terms and conditions between the **Parties** with respect to the sub lease of the **Demised Plot to Sub-Lessee** and supersedes and cancels any or all prior oral or written discussions, representation, understanding, arrangement, communication or expression of intent, if any, between the **Parties** relating to the **Demised Plot** and / or subject matter of this **Sub-Lease Deed**.
40. If any provision or a part of any provision hereof is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.
41. This **Sub-Lease Deed** shall be construed and interpreted in accordance with and governed by the laws of Union of India. The local Court of Gautam Budh Nagar (UP) and Hon'ble High Court of Judicature at Allahabad shall have exclusive jurisdiction over all matters arising out of or relating to this **Sub-Lease Deed**.

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

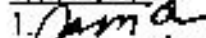

SIGNED AND DELIVERED BY
the within named
Jaypee Sports International Ltd.


Authorized Signatory

SIGNED AND DELIVERED BY
the within named
Presidency Infraheights Pvt. Ltd.
PRESIDENCY INFRAHEIGHTS PVT. LTD.


Authorized Signatory Director

WITNESSES:

1. 
TARIQ AZAM S/o MOHD AZAM
Ghausia Sarai Akil Kaurambi (U.P)
2. 
RAJESH PANDEY S/o DWARNA PANDEY
D. 22/2, RASPUK KHURD LOIDHY, NEW DELHI

Enclosures: Annexure-I : Schedule of Property
Annexure-II : Location Plan
Annexure III : Board Resolution letter JAYPEE Sports International Ltd
Annexure IV : Board Resolution letter Presidency Infraheights Pvt. Ltd

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

SCHEDULE OF PROPERTY

The Demised Plot having area as below:-

1) Group Housing	=	20235 Sqm. (5.00 Acres)
2) Recreational Green (Parks & Playground)	=	2023 Sqm. (0.50 Acres)
Total	=	22258 Sqm. (5.5 Acres)

Or thereabout at Sector 25, Jaypee Sports City, Yamuna Expressway Industrial Development Authority Area, UP and as demarcated on the Location Plan and bound as under:

At or towards The EAST :

At or towards The WEST :

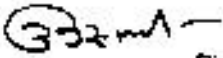
At or towards The NORTH :

At or towards The SOUTH :

} As per Location Plan attached as Annexure-II



PRESIDENCY INFRAHEIGHTS PVT. LTD.


Director