

Government of Uttar Pradesh

e-Stamp



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.)

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IMPERIA STRUCTURES LTD

Article 35 Lease

: PLOT NO. GH-A5, JAYPEE GREENS SPORTS CITY, SDZ, SECTOR-

25, YEIDA AREA, DISTT-GAUTAM BUDH NAGAR (U.P.)

(Forty Crore Sixty Five Lakh Thirty Two Thousand Three Hundred

And Thirty One only)

JAYPEE SPORTS INTERNATIONAL LIMITED

IMPERIA STRUCTURES LTD

: IMPERIA STRUCTURES LTD

: 2,03,26,650

(Two Crore Three Lakh Twenty Six Thousand Six Hundred And Fifty

only)



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- The authenticity of this Stamp Certificate should be verified at "wew sholloclamp som". Any discrepancy in the details on the Certificate and as available on the website renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
 In case of any discrepancy please inform the Compatent Authority.





Consideration

SUB-LEASE DEED

- Rs. 40,65,32,331/-

Stamp Duty - Rs.2,03,26,650/-

Plot No - GH-A5

Area (in Sq. mtrs.) - 15926 Sq. mtrs.



THIS SUB - LEASE DEED (hereinafter referred to as the "Sub - Lease Deed") is made and entered on this 12th day of November, 2014 at Greater Noida in District- Gautam Budh Nagar.

BY AND BETWEEN

Jaypee Sports International Limited, a company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at Sector—128. Noida — 201304. U.P. [PAN No. AABCJ9037E] through Mr. Ravinder Lal Batta, S/o. Mr. Mohinder Lal Batta 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 and legal representatives) of the FIRST PART and the Sub Lease Deed is presented before the Registrar, Greater Noida by Mr. Sandeep Puri, S/o. Mr. R.L.Puri as Authenticated Attorney on behalf of "Sub Lessor". The Authenticated Attorney is registered vide Bohi No-06, Jild No-02, Pages-245 to 246, Document No-16, Dated 30.10.2014 with Sub-Registrar's Office, Gautam Budh Nagar (U.P).

AND







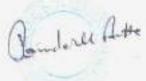
Imperia Structures Limited, a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at A-25. Mohan Cooperative Industrial Estate, Mathura Road, New Delhi-110044 [PAN No.AACC12321R], through its authorized representative/ authorised Signatory Mr. Praveen Kumar Jain, S/o. Mr. Hans Raj Jain [PAN NO.AAIPJ9814B] duly authorised by Board of Directors vide Board resolution dated 17.06.2014 held at the registered office (hereinafter referred to as the "Sub-Lessee"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives) of the SECOND PART.

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

WHEREAS

The Government of Uttar Pradesh 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 (hereinafter referred to as the "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.

AND YEA formulated a scheme to develop Mega Projects in Special Development Zones (hereinafter referred to as "SDZs") along the Taj Expressway (renamed as Yamuna Expressway vide GoUP Notification No.







1165 / 77 - 04 - 08 - 65N / 08 dated 11^{th} July, 2008) between Greater Noida and Agra and invited applications for allotment of SDZs.

AND JPSK Sports Private Limited (hereinafter referred to as "JPSK") was incorporated under the Companies Act, 1956 on 20.10.2007 and applied to YEA for allotment of one SDZ admeasuring 1000 hectares for development of the area with sports as its core activity (hereinafter referred to as the "Core Activity"). JPSK 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 (JSIL) was issued by the Registrar of Companies of Uttar Pradesh and Uttarakhand on 28.07.2010.

AND YEA allotted a SDZ with an area of approximately 1000 hectare at Sector 25, Jaypee Greens Sports City SDZ, District Gautam Budh Nagar, U.P. (hereinafter referred to as the "Leased Land") to the Sub-Lessor for development with Sports as core activity and granted lease of the Leased Land in various lots in favour of the Sub-Lessor through various lease deeds, the details of which are provided in Annexure— I attached hereto (hereinafter referred to as the "Lease Deeds") as per the terms and conditions specified therein, which inter-alia include use of minimum 35% of the Leased Land for Core Activity including roads and open spaces (hereinafter referred to as the "Core Area"), while, balance Leased Land (hereinafter referred to as the "Non Core Area") could be used for other specified activities (hereinafter referred to as the "Non Core Activity").







AND the Sub-Lessor has been granted an unfettered right to sub-lease the whole or any part of the Non Core Area [hereinafter referred to as the "Subject Land"], whether developed or undeveloped; by way of plots or constructed properties; or give on leave and license; or otherwise dispose of its interest in the Subject Land to any person in any manner whatsoever, without requiring any consent or approval of YEA or any other relevant authority.

AND the Sub-Lessor had prepared land use plan, layout plan and other relevant plans for the development of the Leased Land in the name of Jaypee Greens Sports City which were duly approved by YEA vide letter dated 26.06.2012 bearing Memo No. YEA/63/2012/SDZ-01/NC. These plans were revised and resubmitted with YEA and have been duly approved vide Letter dated 21.02.2014 bearing Memo No. SDZ-01/855/2014. [The said revised plans as approved by YEA or the subsequently revised plans, as the case may be, are hereinafter referred to as the "Relevant Plans").

AND in the premises and on the request of the Sub-Lessee, the Sub-Lessor has agreed to sub lease for a period upto 23.09.2099 a plot of land in the Subject Land admeasuring 15926 square metres being plot no- GH-A5 part of residential pocket GH-A situated at Sector- 25, Jaypee Greens Sports City, SDZ, Yamuna Expressway Industrial Development Authority District- Gautam Budh Nagar (U.P) of the Relevant Plans (hereinafter referred to as the "Demised Plot"), to the Sub-Lessee for group housing for a Consideration of Premium of Rs.39,78,68,587/- (Rupees Thirty Nine Crore Seventy Eight Lac Sixty Eight Thousand Five Hundred and Eighty Seven Only)]calculated @ Rs. 24,982.33/- per square metre and on one time lease rent of Rs. 86,63,744/-







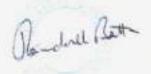
(Rupees Eighty Six Lac Sixty Three Thousand Seven Hundred and Forty Four Only) calculated @ Rs.544/- per square metre on mutually agreed terms and conditions.

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

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

The Sub-Lessor, being the lawful lease holder of the Demised Plot, is competent to sub-lease the same to the Sub-Lessee. In Consideration of the payment of Premium of Rs.39,78,68,587/- (Rupees Thirty Nine Crore Seventy Eight Lac Sixty Eight Thousand Five Hundred and Eighty Seven Only)]calculated @ Rs. 24,982.33/- per square metre and on one time lease rent of Rs. 86,63,744/- (Rupees Eighty Six Lac Sixty Three Thousand Seven Hundred and Forty Four Only) calculated @ Rs.544/-per square metre of Demised Plot, which has already been paid by the Sub-Lessee to the Sub-Lessor as per the following details, the receipt of which the Sub-Lessor admits and acknowledges, and the Sub-Lessor hereby sub lease unto the Sub-Lessee the Demised Plot and transfers, conveys and assigns all its rights, title and interest in the Demised Plot in favour of the Sub-Lessee:

S.No.	Mode of Payment	Dated	Amount
I. Premium			
a.	By Cheque No. O92803 drawn on Axis Bank Limited.	07.05.2014	5,00,00,000/-
	2. By Cheque No.	12.06.2014	4,00,00,000/-







	*12. By Cheque No. 117187 drawn on ICICI Bank Limited.	25.11.2014	86,63,744/-
II. Lease Rent			
	*11. By Cheque No. 117188 drawn on ICICI Bank Limited.	25.11.2014	2,38,03,264/-
	*10. By Cheque No. 117185 drawn on ICICI Bank Limited.	20.11.2014	2,00,00,000/-
	9. By Cheque No. 117178 drawn on ICICI Bank Limited.	28.10.2014	2,00,00,000/-
	8. By Cheque No. 117167 drawn on ICICI Bank Limited.	23.09.2014	6,00,00,000/-
	117133 drawn on ICICI Bank Limited.	19.08.2014	1,00,00,000/-
	117135 drawn on ICIC Bank Limited. 7. By Cheque No.	19.08.2014	7,00,00,000/-
	6. By Cheque No		1,00,00,000/-
	5. By Cheque No		6,00,00,000/-
	4. By Cheque No 157208 drawn on HDFC Bank Limited.	*	3,00,00,000/-
	3. By Cheque No 117084 drawn on ICIC Bank Limited.		
	117083 drawn on iCiC Bank Limited.	1	







III. TDS amount	To be deposited by Sub- Lessee on or before 30.11.2014 & also Form.16B to be submitted within the stipulated period as per Income Tax Law		40,65,323/-
This Sub-Lease of		TOTAL	40,65,32,331/

^{*} This Sub-Lease deed is subject to realisation of Cheques at Serial no. 10, 11 & 12.

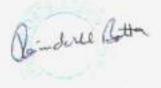
- 2. The Sub-Lessor has delivered the actual physical vacant possession of the Demised Plot to the Sub-Lessee and the Sub-Lessee has taken possession of the Demised Plot, subject to the covenants and conditions on the part of the Parties stated hereinafter together with privileges, rights, easements and appurtenances up to the period expiring on 23.09.2099.
- Upon execution of this Sub Lease Deed, the Sub-Lessor shall furnish a copy of the Sub Lease Deed to YEA.
- 4. The Sub-Lessee has paid one time lease rent in respect of the Demised Plot to the Sub-Lessor and therefore the Sub-Lessee shall not be liable to pay any lease rent in future to YEA / Sub-Lessor in respect of the Demised Plot for the balance lease period.
- 5. The Sub-Lessee has inspected and satisfied itself regarding the site, the layout plans, ownership records, the Lease Deeds and other documents relating to the title and all other details of the Demised Plot that the Sub-Lessee considers relevant for the transaction contemplated herein.
- The Sub-Lessee has satisfied itself about the right, title and capacity of the Sub-Lessor to deal with the Demised Plot and the Subject Land and has understood all the limitations and obligations thereof.







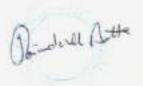
- The Demised Plot is being leased to the Sub Lessee on the terms and conditions stated herein subject to the provisions of the Lease Deeds.
- 8. The Sub-Lessee shall have right to sub-lease the whole or any part of the Demised Plot whether developed or undeveloped; and whether by way of plots or constructed 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, regulations and directions of YEA without requiring any consent / approval from the Sub-Lessor.
- 9. The Sub-Lessee shall be entitled to transfer the Demised Plot or the buildings constructed on 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. The Sub-Lessee or its subsequent sub lessees for all such transfers shall follow the procedure, as may be specified by YEA before executing any subsequent sub lease deeds and such transfers shall always be subject to the applicable laws, byelaws, regulations etc. including payment of applicable charges, duties, taxes, levies etc payable to any authority /body/agency as the case may be. The Sub-Lessee or the subsequent sub-lessees as the case may be shall notify to the YEA /the Sub-Lessor the details of such sub-leases and provide copies of such transfer/sub-lease deeds to the YEA /the Sub-Lessor or any other authority as may be specified by YEA / the Sub-Lessor.
- 10. The Sub-Lessee can mortgage the Demised Plot as may be permitted by YEA at their sole discretion in favour of banks/financial institutions on such terms and conditions as may be specified by YEA.







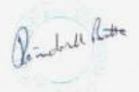
- It shall be permissible for the Sub-Lessee to provide for Multiple renting of the buildings constructed on the Demised Plot.
- 12. The Sub-Lessee can get the Demised Plot converted to freehold as and when permitted by YEA on such terms and conditions as may be specified by YEA and the Sub-Lessor shall, at request of the Sub-Lessee, endeavor to help the Sub-Lessee in obtaining applicable permits, sanctions, approvals, clearances, etc., from YEA in this regard, without being responsible and/or liable for the same in any manner.
- Demised Plot and roads leading to sector roads and shall be entitled to enter upon such roads for the purpose of accessing the Demised Plot insofar as it is not detrimental to the Sub-Lessor or YEA or public interest. The Sub-Lessor / Designated Maintenance Agency shall put up signages/boards indicating the location of the Demised Plot along with other plots and facilities in the Jaypee Greens Sports City as per its policies/guidelines.
- 14. The land use of the **Demised Plot** shall be for group housing development as per the **Relevant Plans** and the **Sub-Lessee** shall adhere to the same. Further, the **Sub-Lessee** shall be entitled to carry out the group housing development including residential units/flats and common and community facilities for the residents of group housing on the **Demised Plot** as permitted by the **YEA** and applicable laws, Rules, Building Regulations thereby, adhering to:-
 - a) Standards and Specifications laid down in the Building regulations and other Regulations of YEA/relevant Indian Standards/National Code etc.







- Applicable Master Plans and Rules & Regulations of YEA and other relevant authorities.
- Government policies and relevant Codes of BIS/IS relating to disaster management in land use planning and construction work.
- All other applicable and relevant laws, including but not limited to labour and environmental laws.
- The ground coverage, height and setbacks etc. in respect of the Demised Plot shall be governed by the applicable YEA Rules and Building Regulations. As regards Floor Area Ratio (FAR), the Sub-Lessee shall be entitled to a maximum FAR of 3.0, which is currently permissible in respect of the Demised Plot for group housing development under the applicable Rules and Building Regulations of YEA. However, the Sub Lessee shall not be entitled to FAR of more than 3.0 even if it is permissible under YEA Regulations at any time in future. Further the Sub Lessee shall be entitled to a maximum density of persons per hectare of the Demised Plot as specified in Annexure IV attached with this Sub-Lease Deed, which will not be reduced by JSIL, and Sub-Lessee shall be entitled to submit building plans availing upto the maximum density of persons per hectare of the Demised Plot as detailed in Annexure IV hereof.
- The Building drawings and relevant details for construction on the Demised Plot shall be subject to the approval of YEA for which the 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 Demised Plot, without being responsible and/or liable for the same in any manner.

- The Sub-Lessee shall accept variations, deletions, additions, alterations, modifications in the Relevant Plans made either by the Sub-Lessor as it deems fit and proper or by or pursuant to requirement of YEA which alterations may involve changes, including change in the surroundings of the Demised Plot, change in the number and height of the surrounding buildings, change in the nature of usage of the surrounding buildings etc. on the Leased Land and the Sub-Lessee shall be bound by such variations, deletions, additions, alterations and modifications etc. provided it does not affect any change in the (i) location, adjacent roads, entry and exit to the Demised Plot, (ii) usage & area of the Demised Plot and (iii) permissible FAR and persons per hectare density on the Demised Plot.
- 18. The Sub-Lessee shall be entitled to and required to obtain all necessary sanctions / permits / approvals etc. from relevant authorities with regard to the Demised Plot and all activities thereon in its own name in the manner it deems fit and proper subject to the applicable laws and regulations of YEA and / or other relevant authorities.
- 19. The 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.

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- a) The External Development Charges (hereinafter referred to as 20. 'EDC') for development outside the Leased Land are levied by YEA on the Sub-Lessor. The Premium for the Demised Plot is based on EDC of Rs. 574 per square metre on Leased Land, currently payable to YEA and payment of EDC to that extent for the Demised Plot will be the responsibility of the Sub Lessor. However, in the event, the EDC levied by YEA on the Leased Land is higher than Rs. 574 per square metre due to any reason whatsoever, then the additional liability on the Sub Lessor on this account in relation to the area of the Demised Plot shall be payable by the Sub-Lessee. The Sub-Lessee's share of such additional EDC shall be determined by first determining the additional liability for the Subject Land, which will be treated as the additional liability for saleable area of the Subject Land and then apportioning it to the area of the Demised Plot proportionately on the basis of the area of the Demised Plot and total saleable area of the Subject Land and accordingly the demand shall be raised on the Sub Lessee. The Sub-Lessee shall promptly make the payment of such demand of additional EDC to the Sub-Lessor which in any case shall not be later than 15 days from the receipt of the demand failing which it will be treated as default on the part of the Sub Lessee.
 - b) Apart from the above, the Sub-Lessee shall pay all taxes (including municipal taxes), duties and other charges levied or to be levied in future by YEA or any local or other authority of Central or State Government in respect of the Demised Plot from the date of

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execution of this **Sub-Lease Deed** computed by the **Sub-Lessor** on the basis as per sub-para (a) above. Such payment shall be made by the **Sub-Lessee** to the **Sub-Lessor** or the relevant authority, as the case may be, on demand within the period as may be specified therein, failing which it will be treated as default on the part of the **Sub-Lessee**.

In case any demand is received by the Sub-Lessee towards taxes, duties and other charges in respect of the Demised Plot for the period up to the date of execution of this Sub-Lease Deed, the same shall be liability of the Sub Lessor without affecting the rights of the Sub-Lessee in any manner whatsoever.

- c) The Sub-Lessee shall pay all taxes (including municipal taxes), duties and other charges levied or to be levied in future by YEA or any local or other authority of Central or State Govt. in respect of the buildings/apartments/facilities or any other development constructed on the Demised Plot.
- 21. a) The Sub-Lessor shall provide and complete the external services such as approach roads, drainage, sewage, electric and water supply lines from the external services as may be provided by YEA. Such external services shall be generally similar to those made available by the Sub-Lessor to other group housing plot's and will be provided at a single point on the edge of the Demised Plot (hereinafter referred to as the "Shared Areas & Facilities"), at its own cost on or before 31st October, 2018, so as to enable the Sub-Lessee to connect such external services with the demised plots respectively, and the Sub-Lessee shall not be liable to pay any







additional amount in this regard except the maintenance and replacement charges. In case of any delay in providing such external services beyond 31st October, 2018, the Sub-Lessor shall ensure that the same are provided at least before the external services are provided by the Sub-Lessor for its own 'KOVE Project', from the external services as may be provided by YEA.

- b) The Sub-Lessee and/or subsequent sub-lessees shall pay the maintenance charges including replacement charges, if any, in respect of "Shared Areas & Facilities" (hereinafter referred to as the "Shared Areas & Facilities Charges"), on pro-rata basis as may be decided by the Sub-Lessor or the maintenance agency (hereinafter referred to as the Designated Maintenance Agency) from time to time. The "Shared Areas & Facilities Charges" shall commence with immediate effect in respect of whatever part of Shared Areas & Facilities as and when made available for use, and will increase from time to time for services provided.
- c) The Sub-Lessor or the Designated Maintenance Agency shall be entitled to collect the taxes, dues, demands, charges, duties etc. as may be levied by concerned Municipal/ Governmental authorities including but not limited to YEA or any other statutory body on pro rata basis from the Sub-Lessee so long as each unit within the Leased Land is not separately assessed for such purposes and the taxes, dues, demands, charges, duties etc are collectively levied for the Leased Land including any construction thereon.







- 22. a) The Sub-Lessee shall make its own arrangements for and maintain all civil amenities such as electric supply, water supply, sewerage, drainage, internal roads and other common areas and facilities in the Demised Plot including the exterior of the apartment blocks within the Demised Plot (hereinafter referred to as the "Common Areas & Facilities within the Demised Plot") at its own cost and connect the common facilities with the main system of the Sub Lessor at its own cost. The Sub-Lessee/its maintenance agency will be entitled to charge and collect maintenance charges from occupants/allottees of apartments and other premises in the Demised Plot.
 - b) The Sub-Lessee or subsequent sub-lessees shall be charged for receiving supply of services like electricity and water etc. to the Demised Plot at the rate corresponding to the charges levied by relevant authorities or as applicable for other inhabitants as per the guidelines by the Sub-Lessor/ Designated Maintenance Agency. However, the Sub-Lessor or Designated Maintenance Agency 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.
- 23. The Sub-Lessee hereby assures the Sub-Lessor that during the lease period, it shall promptly pay all the dues including the Shared Areas & Facilities Charges and charges towards electricity & water supply etc. as per Invoices raised by the Sub Lessor or Designated Maintenance Agency. Further, at the time of transfer of rights and obligations pertaining to maintenance of Common Areas & Facilities within the

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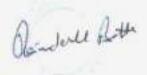




Demised Plot to an Association/Society of Apartment Owners or of the residents/ occupants/ allottees etc. or to the Sub Lessee's Maintenance Company, the **Sub-Lessee** shall ensure:

- a) That the said Association/Society/ the Sub Lessee's Maintenance Company enters into an Agreement with the Sub Lessor or Designated Maintenance Agency in a form and manner as may be decided by the Sub Lessor or Designated Maintenance Agency for taking over the responsibility to promptly pay all the dues including the Shared Areas & Facilities Charges and the charges towards electricity and water supply etc. as may be provided by the Sub-Lessor or Designated Maintenance Agency to the Demised Plot as per Invoices raised by the Sub Lessor or Designated Maintenance Agency.
- b) That bye laws of the said Association/Society/ Sub-Lessee's Maintenance Company have provisions to ensure timely payment of the dues to the Sub-Lessor or Designated Maintenance Agency for availing the Shared Areas & Facilities and other services and payment of the dues shall be the sole responsibility of such Association/Society/ Sub Lessee's Maintenance Company and such dues shall have first charge on all inflows of the said Association/Society/ Sub Lessee's Maintenance Company.

In case, the Sub-Lessee/ Association/ Society/ Sub Lessee's Maintenance Company as the case may be defaults in payment of such dues on the due dates at any stage, the Sub-Lessee/Association/Society/Sub-Lessee's Maintenance Company agrees to pay fine for such default as may be fixed by the Sub Lessor or the Designated Management Agency. In the event the default







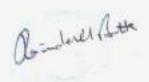
Maintenance Agency may, at its sole discretion, stop the use of Shared Areas & Facilities by Sub-Lessee/Association/Society/ Sub-Lessee's Maintenance Company and discontinue the supply of services to, the Sub-Lessee or the residents /occupants/allottees etc. within / to the Demised Plot.

24. The Sub-Lessee covenants and warrants that:

- a) 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 in relation to the Demised Plot and construction thereon and so far as they affect the health, safety and convenience of inhabitants of the Demised Plot and the adjoining area.
- b) 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.
- c) The Sub-Lessee shall permit the members, officers and representatives 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 thereon.

25. The Sub-Lessor covenants and warrants that:

a) The Sub-Lessor has the full right and authority to execute this Sub-Lease Deed and to grant the sub-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 claiming for and on behalf of the Sub-Lessor except as per the covenants and provisions of this Sub-Lease Deed.

- b) The Sub-Lessor shall, subject to terms of the Sub-Lease Deed, 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, Rules and Building Regulations of YEA.
- c) The Demised Plot is free from all encumbrances, claims, disputes, encroachments, occupations, litigations, injunctions, mortgages, pledges, lien, hypothecation, security interest, charges. assignment, privilege or priority of any kind having the effect of security or other such obligations, except the payment of premium and annual lease rent to YEA under the terms of the Lease Deed. 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. The Sub-Lessee has satisfied itself of the Sub-Lessor's title and has entered into this Sub-Lease Deed thereafter. However in case any loss, damages is caused to the Sub-Lessee due to the default in the payment of installments of premium amount and annual lease rent to YEA, the Sub-Lessor shall be liable to indemnify the Sub-Lessee for all the losses, damages accurred, caused to or suffered by the Sub-Lessee.

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- d) The Sub-Lessor shall, at all times to come, not do, omit or suffer to be done anything whereby the sub-leasehold rights granted in favour of the Sub-Lessee in the Demised Plot are avoided, forfeited, extinguished or prejudicially affected in any manner whatsoever, excluding, circumstances where the sub-leasehold rights are affected on account of applicable law, rule or regulation or policy of the State Government or the Central Government, or any other relevant authority.
- e) The Sub-Lessor shall defend its rights, title and interest in the Demised Plot hereby sub-leased in favour of the Sub Lessee and shall indemnify, defend and keep the Sub-Lessee indemnified and hold it harmless against all claims, costs, expenses, liability, demands, of whatever kind and nature, due to any and all proceedings, actions, third party claims and/ or litigation, for any reason, which the Sub-Lessee may suffer by reason of or arising out of any defect in title, in interest and leasehold rights of the Sub-Lessor in the Demised Plot.
- 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. The Sub-Lessee shall not be allowed to take excavated earth/soil out of Jaypee Sports City Project Site. Sub-Lessor shall provide a suitable area within 1 to 2 kilometer radius of the Demised Plot for storage of the excavated earth and Sub-Lessee shall be entitled to lift the same at its own risk and cost for re-using the

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same in the Demised Plot as per its requirements, without any additional payment within 04 (Four) years from the date of this Sub-Lease Deed.

- 27. The Sub-Lessee shall not display or exhibit on the Demised Plot any picture posters, statues, other articles which are indecent or immoral. The Sub-Lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings which shall be constructed over the Demised Plot except at places as may be specified for the purpose by the Sub-Lessor.
- 28. The Sub-Lessor shall have no objection to the Sub-Lessee using the word 'Jaypee Greens Sports City' in its address for indicating the specific location of the Demised Plot and that it is located within the Jaypee Greens Sports City complex in its brochure, promotional and marketing material. However this will not give the Sub-Lessee the right to use the word 'Jaypee Greens Sports City' in any manner, either expressly or impliedly, intentionally or otherwise, so as to convey an impression that the project developed by the Sub-Lessee in the Demised Plot is part of the project of the Sub-Lessor or has been developed, constructed or carried out by the Sub-Lessor. The Sub-Lessee or its subsequent sub-lessees may be provided membership of various clubs and may be permitted to avail other facilities at Jaypee Greens Sports City by the Sub-Lessor at the sole discretion of the Sub-Lessor on the terms and conditions as decided by the Sub-Lessor from time to time.

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- 29. Nothing herein shall be construed to provide the Sub-Lessee with the right to prevent the Sub-Lessor from:
 - a) Constructing or continuing with the construction of the other buildings, independent houses, apartments or other structures and services in the areas adjoining the Demised Plot;
 - b) Putting up additional constructions, residential, commercial or of any other kind on the Subject Land, except on the Demised Plot; without affecting the FAR, building plans, usage, plot area, density of the Demised Plot and location of adjacent roads in the immediate periphery of the Demised Plot.
 - c) Amending / altering the Relevant Plans without affecting the adjacent roads, entry and exit to the Demised Plot, the permissible FAR, density, location, usage and plot area of the Demised Plot.
- 30. In case Sub-Lessee allows the use, occupation and construction on the Demised Plot to any person other than the Sub-Lessee itself, the Sub-Lessee shall ensure that all obligations, liabilities and responsibilities devolving upon the Sub-Lessee under this Sub-Lease Deed shall be complied with by the user, occupier and the construction agency of the Demised Plot or buildings thereon and shall bring all obligations, liabilities and responsibilities to the notice of such user, occupier or the construction agency of the Demised Plot or buildings thereon, wherein, insofar as the Sub-Lessor is concerned, it would be understood that any default in carrying out the obligations, liabilities and responsibilities by the Sub-Lessee's user, occupier and/or the construction agency, shall be deemed to be the default of the Sub-Lessee.

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- The Sub-Lessee shall ensure that all obligations, liabilities and responsibilities devolving upon the Sub-Lessee under this Sub-Lease Deed shall be complied with by the subsequent sub-lessees in respect of the Demised Plot or buildings thereon and the Sub-Lessee shall bring all obligations, liabilities and responsibilities to the notice of such subsequent sub-lessees of the Demised Plot or buildings thereon who will subsequently be bound by the terms of this Sub-Lease Deed.
- 32. The Sub-Lessee shall keep the Sub-Lessor indemnified against all actions, suits, claims, demands and proceedings, third party claims and cost or expense that may be suffered by the Sub-Lessor in respect thereof on account of anything done or omitted to be done by the Sub-Lessee in connection with or arising out of the Demised Plot, at all times.
- 33. The Sub-Lessee shall keep the Sub-Lessor or the Designated Maintenance Agency indemnified against all costs, damages, claims, losses etc. on account of non-payment of timely dues including "Shared Areas & Facilities Charges" and charges towards electricity & water supply etc. for any reason whatsoever.
- 34. The Sub-Lessee shall keep the Sub-Lessor indemnified against any claims for damages which may be caused to any property belonging to the Sub-Lessor/ its workmen / representative resulting from the execution of the works on the Demised Plot and also against claims for damages arising from the actions of the Sub-Lessee or his workmen or representatives, which;
 - a) Injure or destroy any building or part thereof or other structure contiguous or adjacent to the Demised Plot.

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

The damages shall be assessed by YEA and/or any other person/body as may be mutually agreed between the Sub-Lessor and the Sub-Lessee whose decision as to the extent of injury or damages or the amount payable shall be final and binding on the **Sub-Lessee**.

- 35. The Sub-Lessee shall comply with all the covenants, representations, warranties and undertakings contained herein, and keep the Sub-Lessor, its employees, representatives, agents harmless and indemnified of all claims, actions, as may be brought by the co-inhabitants of the Sub-Lessee, his guests or any person claiming through him, and all losses, damages, penalties, attorney fee, etc., as may be suffered by the Sub-Lessor on account of any act or omission by the Sub-Lessee.
- 36. The Sub-Lessor shall comply with all the covenants, representations, warranties and undertakings contained herein and under the terms of the Lease Deeds having implications on or affecting the Demised Plot. It is clarified that unless stated otherwise in this Sub-Lease Deed, the Sub-Lessee is bound by the terms of the Lease Deed as if and in as much as the Sub-Lessor is bound and liable to the YEA so far they apply to the Demised Plot and the Sub-Lessee, and all terms of the Lease Deed so far they apply to the Demised Plot shall apply mutatis

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Lessee, its employees, representatives, agents harmless and indemnified in respect of all claims, actions, and for all losses, damages, penalties as may be brought against or suffered by the Sub-Lessee in respect of the Demised Plot on account of any act or ornission by the Sub-Lessor under this Sub-Lease Deed and / or the Lease Deeds.

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

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breach or default, by a written notice failing which the **Sub-Lessee** shall have the right, at its sole discretion, to take such action as may be considered appropriate.

- 39. The Sub-Lessee shall not in any manner encroach upon the common land areas and facilities not handed over to the Sub-Lessee. Any encroachment, in any manner whatsoever, made by the Sub-Lessor shall be treated as default under this Sub-Lease Deed. The Sub-Lessor shall not in any manner encroach upon the Demised Plot handed over to the Sub-Lessee. Any encroachment, in any manner whatsoever, made by the Sub-Lessor shall be treated as default by the Sub-Lessor and shall be rectified as per procedure stated under clause 38 of this Sub-Lease Deed.
- 40. The parties may agree to any special condition or conditions (hereinafter referred to as "Special Condition") which shall be mentioned in Annexure-IV to this Sub-Lease Deed. In the event any Special Condition mentioned in Annexure-IV is inconsistent to any term of this Sub-Lease Deed, the said Special Condition shall prevail.
- 41. In the event, any clause of this Sub-Lease Deed or the Lease Deeds or any YEA rules, regulations or building bye-laws are violated or breached by the Sub-Lessee or any subsequent sub-lessee/s, leading to the YEA levying penalty on Sub-Lessee or subsequent sub-lessee and/or re-entering the Demised Plot, then the Sub-Lessor shall not be liable to pay any penalty, charges, damages, compensation or return any monies or rentals to the Sub-Lessee.

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- 42. Notwithstanding anything contained herein, in the event of any change in constitution of the Sub-Lessee or in the event the Sub-Lessee implements any scheme of reconstruction, conversion or other arrangement or consolidation, merger or amalgamation or otherwise with any other entity then any change in the constitution of the Sub-Lessee shall not invalidate this sub-lease or any provision of this Sub-Lease Deed, and this Sub-Lease Deed shall continue to operate as if this Sub-Lease Deed had been signed by such changed / new / converted / merged entity.
- Any notice, letter, communication, request, demand, statement to be made, served or communicated unto either of the Parties under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice, letter, communication, request, demand, statement is addressed to that Party at the address mentioned below or such other addresses as may be intimated by the Party in this behalf to the other Party and delivered by hand against receipt or sent by registered post.
 - (a) Notices to the Sub-Lessor to:

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

Attention: Mr. Sameer Gaur Telephone No.: 0120-4609000 Email: sameer.gaur@jalindia.co.in

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(b) Notices to the Sub-Lessee to:

Imperia Structures Limited, A-25, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi- 110044

Attention: Mr. B.S. Batra Telephone No. 011-46469999

Email: accounts@imperiastructures.com

- 44. The Sub-Lessee and / or the subsequent sub-lessees, as the case may be, shall be responsible to inform YEA and also the Sub-Lessor by Registered Post of all subsequent changes in their address, failing which all notices and other communications sent at their last address as available with YEA or the Sub-Lessor shall be deemed to have been served to the Sub-Lessee or the subsequent sub-lessees, as the case may be.
- 45. It shall be the responsibility of the Sub-Lessor to notify any change in its registered office address to the Sub-Lessoe failing which, all notices and other communications sent to the Sub-Lessor at its registered office specified hereinabove shall be deemed to have been served on the Sub-Lessor.
- 46. This Sub-Lease Deed constitutes the entire understanding of the terms and conditions between the Parties with respect to the sub lease of the Demised Plot to the Sub-Lessee and supersedes 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.

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- 47. If any provision or part of any provision hereof is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.
- 48. The Parties shall perform their obligations contained herein with due diligence and mutual cooperation keeping in view the interest of each other and execute and do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this Sub-Lease Deed.
- 49. The Parties shall try to resolve any dispute between them amicably by mutual discussions/ negotiations. In case, the Parties are unable to resolve the disputes amicably within 30 (thirty) days from the date of the notification of the dispute by one Party to the other, the dispute shall be referred to arbitration of a sole arbitrator. The sole arbitrator shall be appointed by mutual consent of the Sub-Lessor and the Sub-Lessee. The arbitration proceedings shall be conducted in accordance with the Arbitration & Conciliation Act, 1996 or any reenactment or modification thereof for the time being in force and its decision shall be final and binding. The venue of arbitration shall be at Gautam Budh Nagar. The proceedings of arbitration shall be in English.

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Annexure- I

JAYPEE SPORTS INTERNATIONAL LIMITED

DETAILS OF SDZ LAND

Lease Deeds Sr. No.	Villages	Lease Date	Area (in Hect.)
1	Bela Kalan	24.09.09	00 755
2	Mustafabad	24.09.09	28.753
3	Aurangpur	24.09.09	9.421
4	Mathurapur	24.09.09	155.682
5	Atta Gujran	24.09.09	34.264
6	Salarpur	25.09.09	74.625
7	Munjkhera	25.09.09	86.048
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	16.12.11	61.191
8	Gunpura	25.09.09	-1.330
9	Jaganpur Afjalpur	25.09.09	175.363
10	Dankaur	25.09.09	8.036
11	Fatehpur Atta	25.09.09	160.625
12	Aurangpur	25.09.09	26.296
13	Gunpura	13.11.09	13.819
14	Gunpura	19.11.09	8.518
15	Jaganpur Afjalpur	19.11.09	54.395
16	Fatehpur Atta	19.11.09	0.0312
17	Mustafabad	19.11.09	0.0570
18	Mathurapur	19.11.09	0.1390
19	Aurangpur	05.05.10	3.7960
20	Atta Gujran	05.05.10	7.6425
21	Salarpur	05.05.10	2.4930
22	Munjkhera	05.05.10	3.8139
23	Fatehpur Atta	05.05.10	2.4560
24	Gunpura	05.05.10	0.3289
25	Fatehpura Atta	18.12.10	0.3343
26	Dankaur	18.12.10	3.4675
27 5	Salarpur	18.12.10	14.4643
28 (Gunpura	18.12.10	2.4708
29 4	Aurangpur	18.12.10	0.0480
30 4	Atta Gujran	18.12.10	0.0582
31	Dankaur	28.03.11	0.0010
32 N	funjkhera (Alternate)	16.12.11	28.0916
	Total	10,12,11	1.3300
			966.7345

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Annexure -1)

JAYPEE SPORTS INTERNATIONAL LTD. SECTOR 128, NOIDA

SCHEDULE OF PROPERTY

The Demised Plot having area as below:-

Plot No. GH-A5

15926 Sqm. (Approximately 3.94 Acres)

or thereabout at Sector 25, Jaypee Sports City East, Yamuna Expressway Industrial Development Authority Area, Distt. G.B. Nagar (UP) and as demarcated on the Location Plan and bound as under:

At or towards the EAST

At or towards the WEST

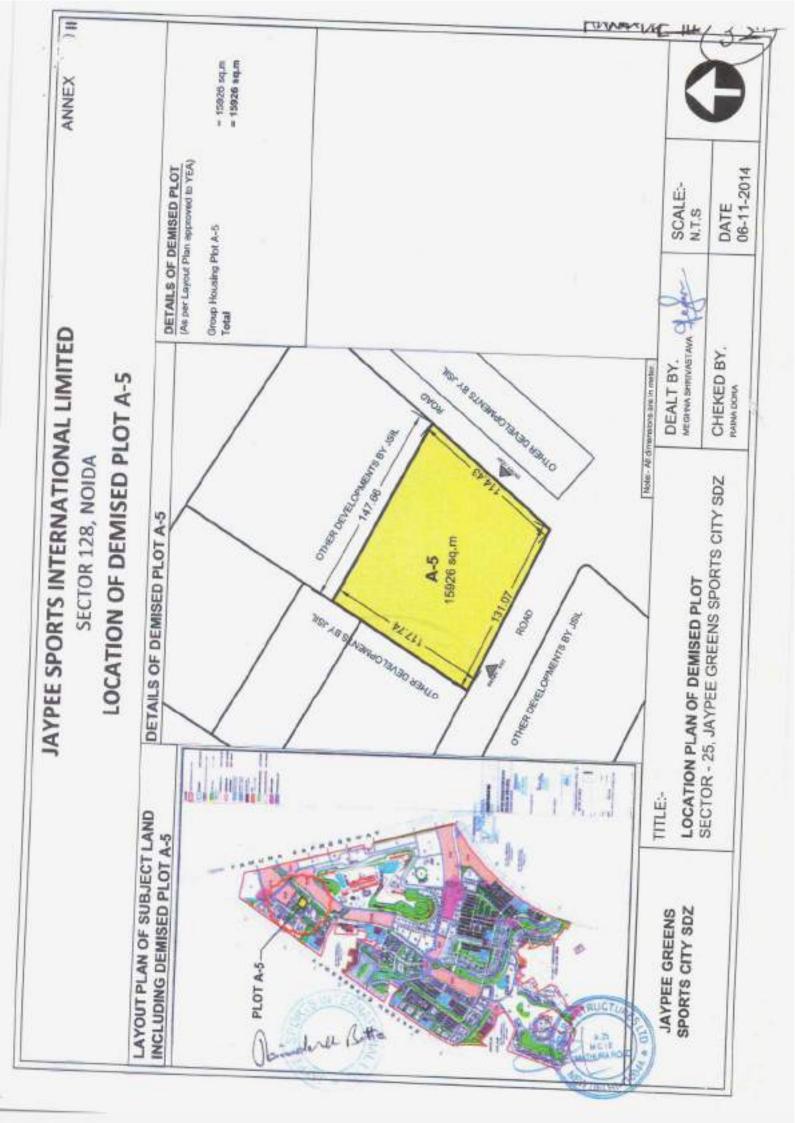
At or towards the NORTH

At or towards the SOUTH

As per Location Plan attached as Annexure - II.

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ANNEXURE - IV

SPECIAL CONDITION

(See Clause 15 & 40)

Density applicable for Demised Plot hereby sub-leased to the Sub-Lessee:

SI. No.	Plot No.	Area of Demised Plot (Sq. Mtrs.)	Name of Sub- Lessee	Density (PPH)
1,	GH-A5	15926	Imperia Structures Limited	1600 (Sixteen Hundred)





- This Sub-Lease Deed shall be construed and interpreted in 50. accordance with and governed by the laws of Union of India.
- The local Court of Gautam Budh Nagar, Uttar Pradesh and Hon'ble 51. 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.

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Authorized Signatory

WITNESSES:

1. EUS REGISTRAR'S COMPOUND HEATER NOIDA AUTHORITY

DISTE G B NAGAR (U.P.) 2. MATE RE18264723 9810283723 SIGNED AND DELIVERED BY

the within named Imperia Structures Limited

Authorized Signatory

PROTER BAMMA-I TER NOIDA BUDH NAGAR ILIP

Enclosures: Annexure -1:

Details of Lease Deeds. Annexure - !! : Schedule of Property

Annexure-III:

Location Plan

Annexure-IV:

Special Condition

आज दिसांक <u>13/11/2014</u> की वर्षों में <u>1</u> जिल्ह में <u>17147</u> पूष्ट में <u>143</u> में <u>210</u> पर कमांक <u>34235</u> र्राजस्ट्रीकृत किया गया

र्गजस्ट्रीकरण अधिकारी के हस्ताक्षर

(जे0पी0सिंह,प्रभारी)

जपनिबन्धक सदर गौतमबुद्धनगर 13/11/2014





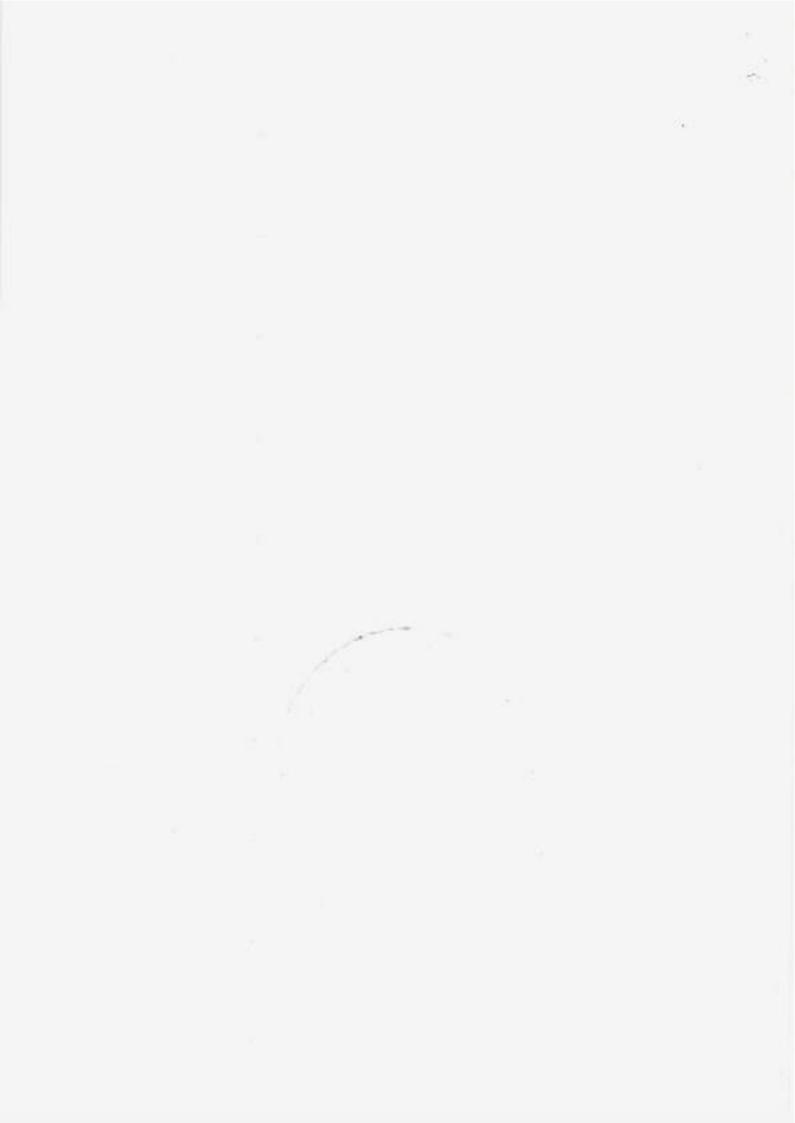


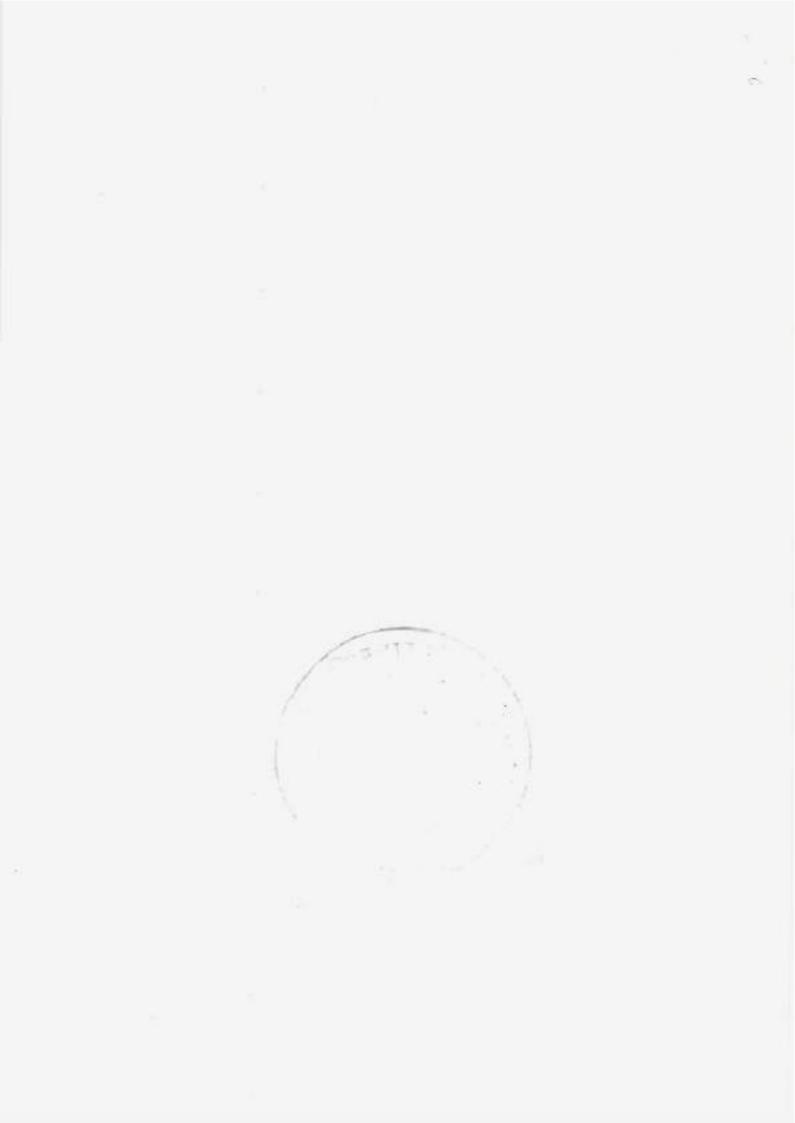
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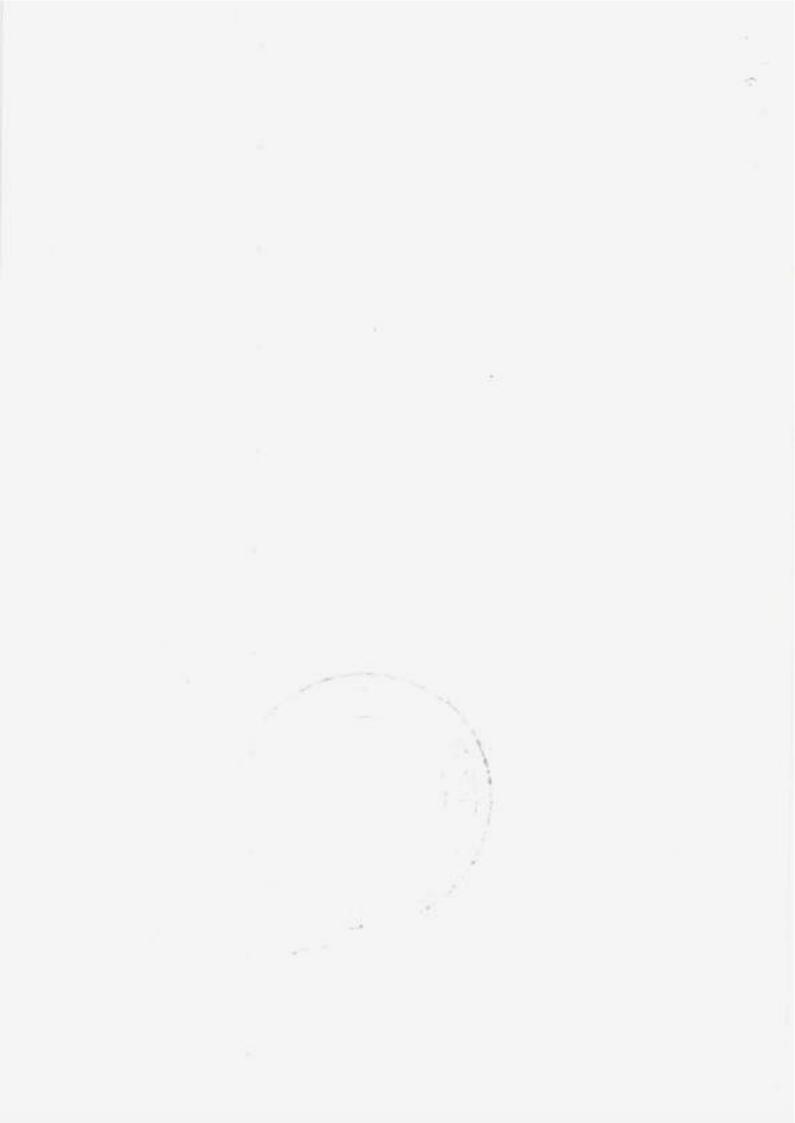


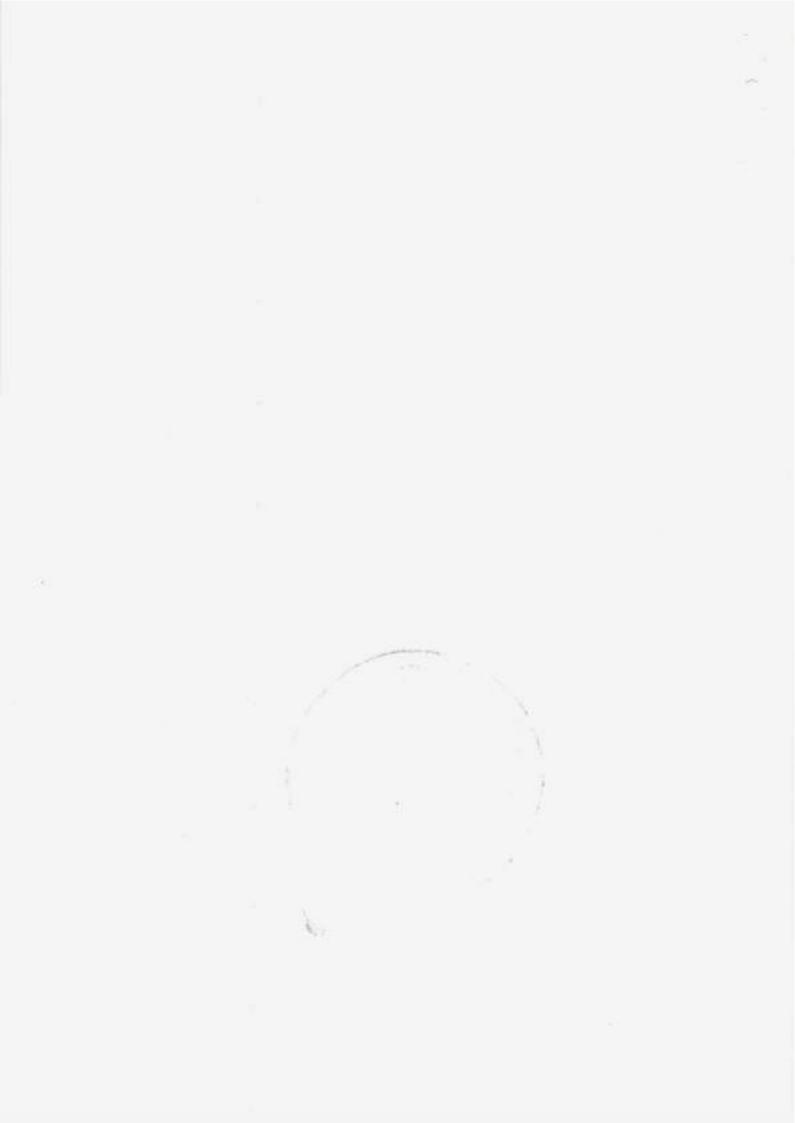




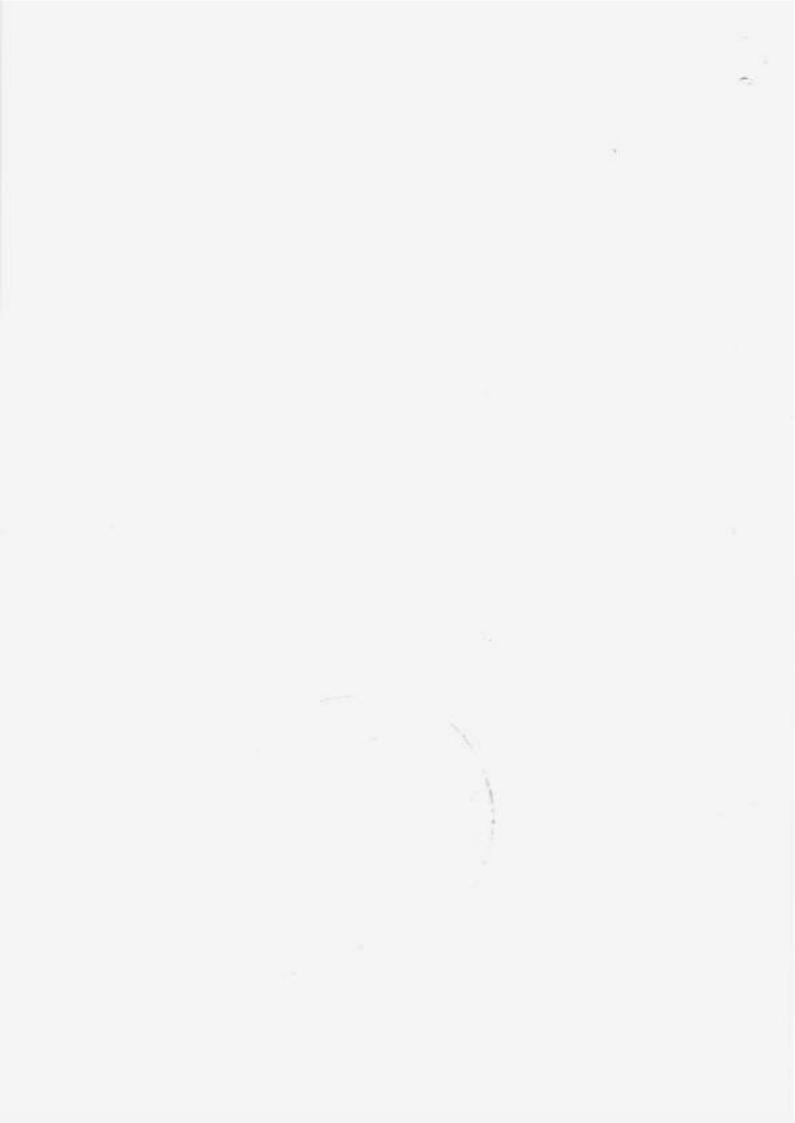


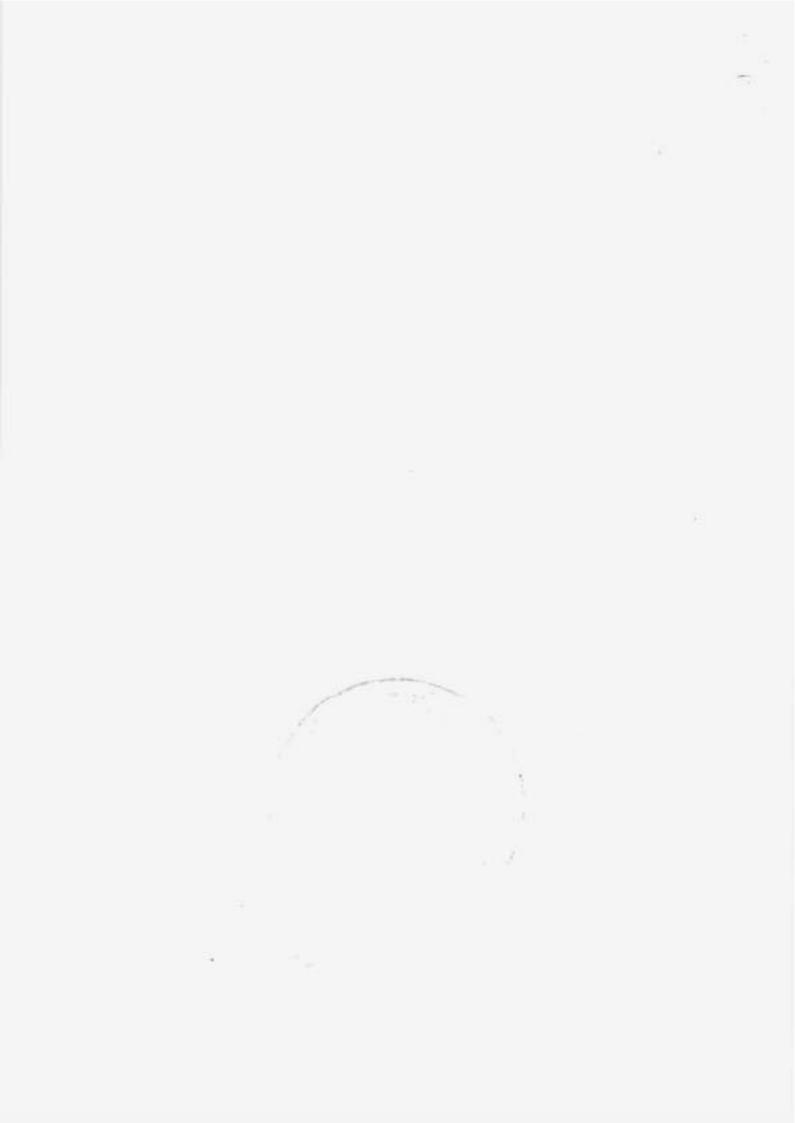


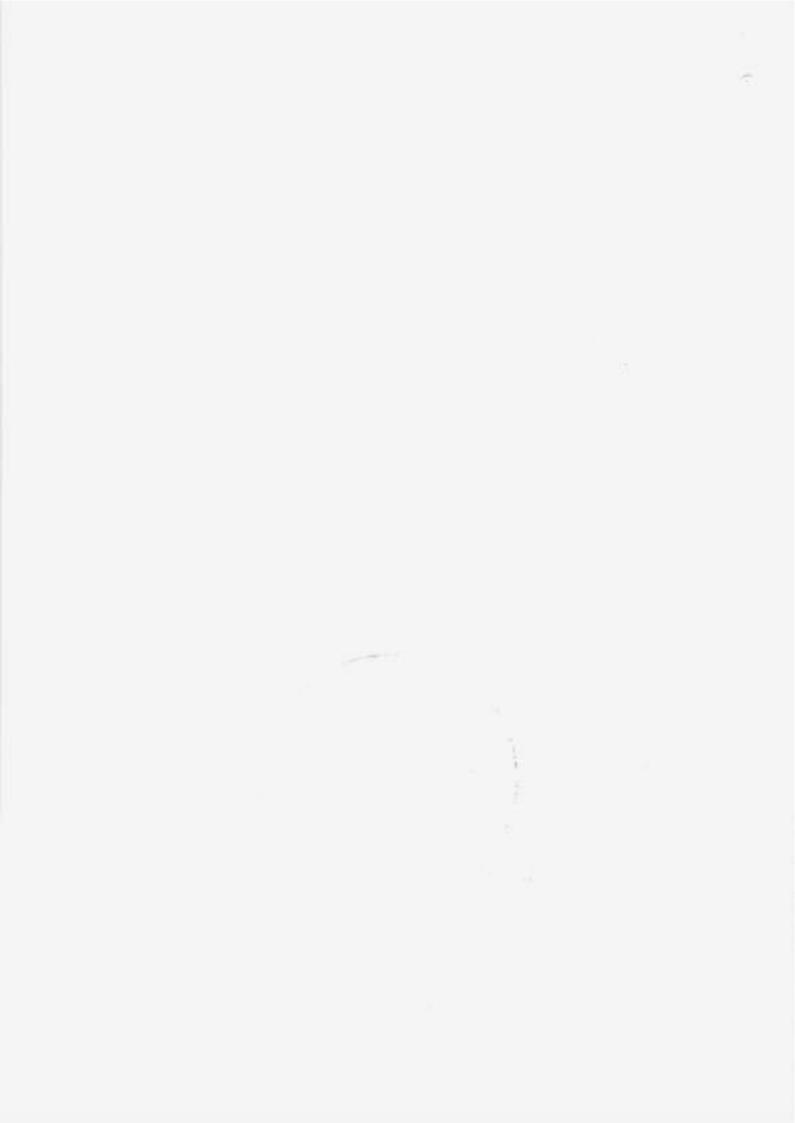


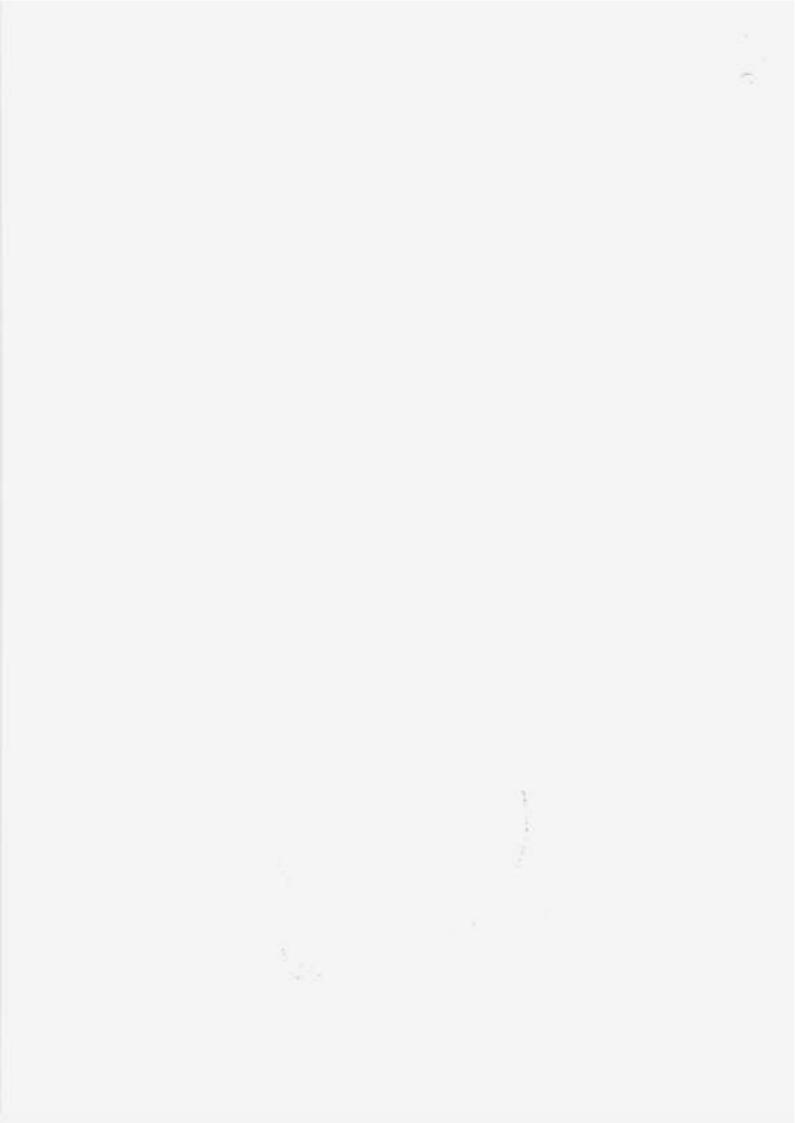


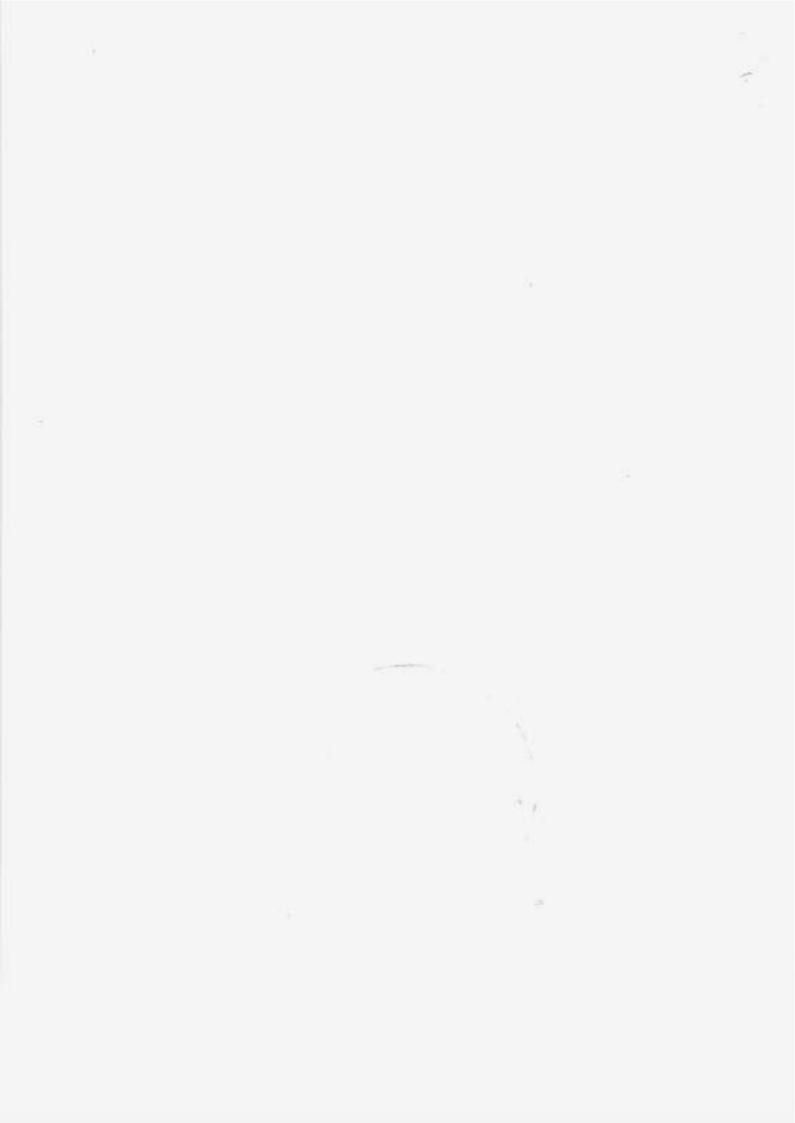








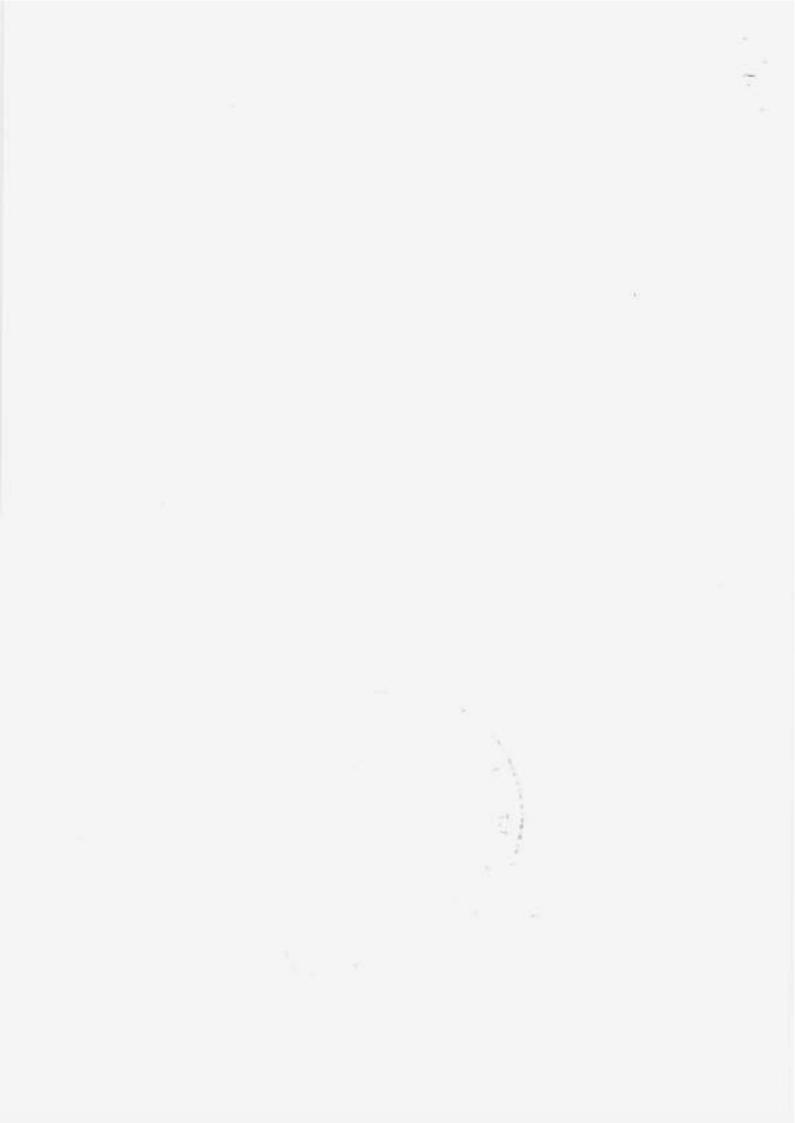


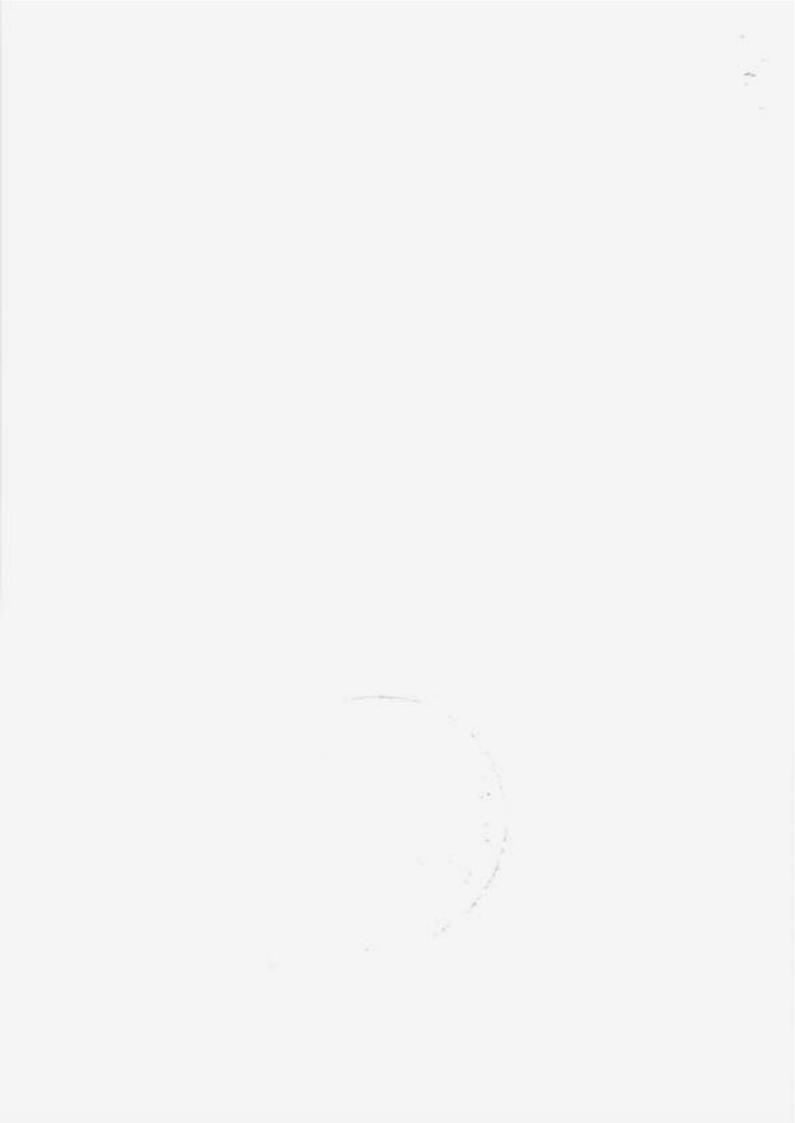




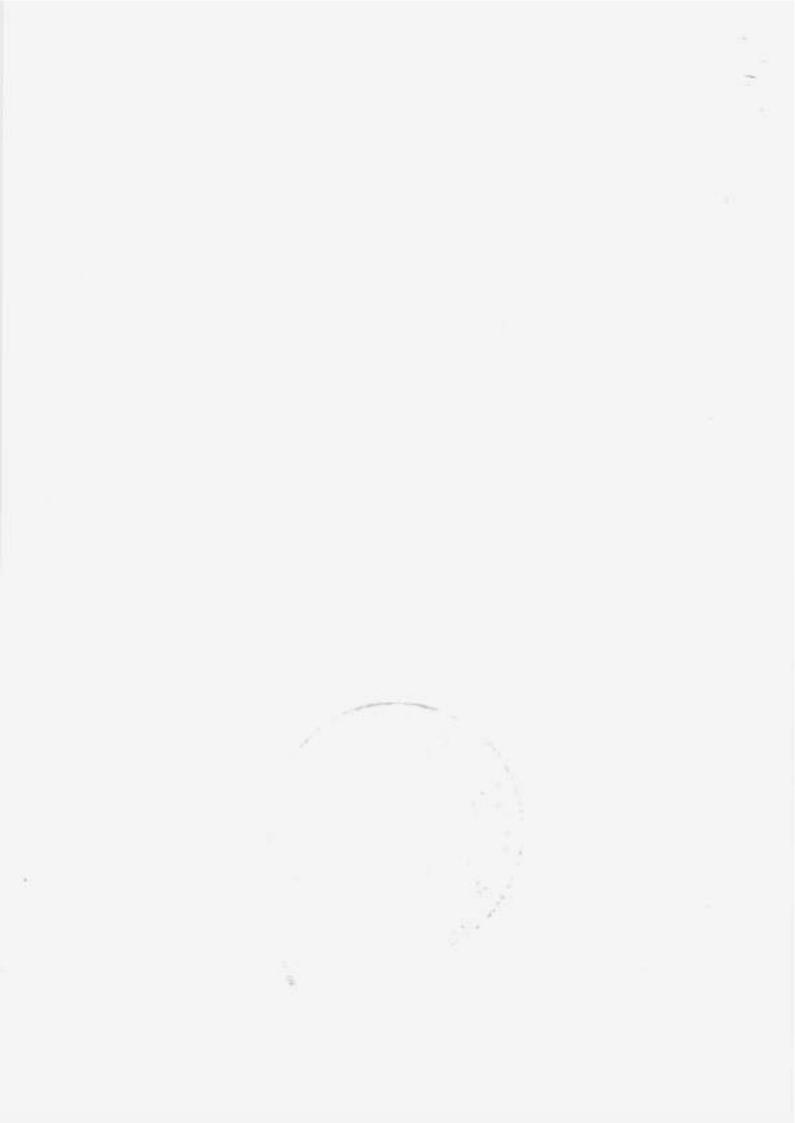




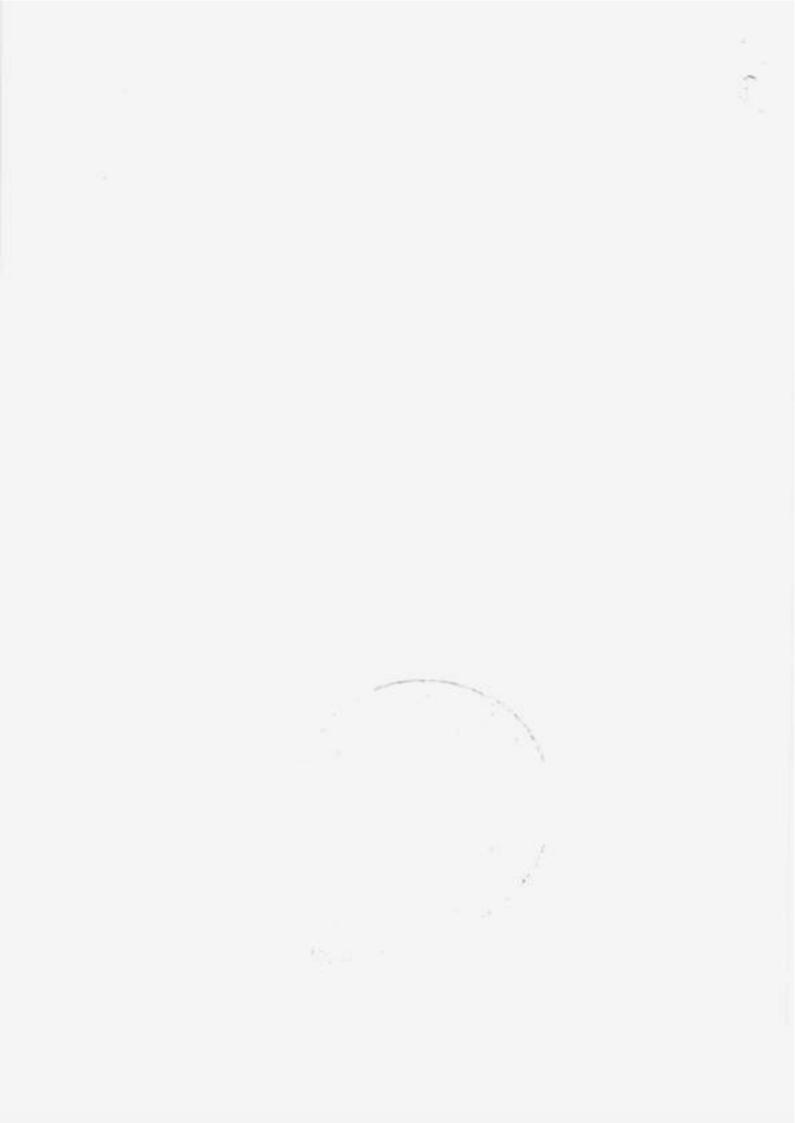














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34235

Year:

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व्यावसाय स्थापार

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(जे0पी0सिंह,प्रभारी) उपनिबन्धक सदर

गौतमबुद्धनगर

13/11/2014

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