

कार्यालय कोषागार गौतमबुद्ध नगर

पत्रांक- 278 /डी.एल.ए./2013-2014

दिनांक- 10-06-13

सहा में,

निबन्धक/उप निबन्धक  
नौरहा/ग्रेटर नौरहा/बदरी.

विषय-स्टाम्प मूल्य प्राप्त कर स्टाम्प प्रमाण पत्र जारी करने की सूचना।  
महोदय,

उपरोक्त विषयक शक्यत कराना है कि जिलाधिकारी महोदय गौतमबुद्ध नगर के आदेश संख्या.  
दिनांक 06/06/13 अनुपालन में मेरे द्वारा निम्न प्रमाण पत्र जारी किये गये हैं।

अतः रस्तावेजों का रजिस्ट्रेशन करते समय स्टाम्प पत्रों का नीचे दरापि गये विवरण के अनुसार मिलान करने का कष्ट करें।

क्रम सं.	धनराशि जमा करने का चालान नं० एवं दिनांक	प्रमाण पत्र किसके पक्ष में जारी किया गया	प्रमाण पत्र की धनराशि रुपये में
1.	5080012 07-06-12	M/S ROYAL HOMETOWN PLANNERS PVT. LTD.,GR.FLOOR,TAPASYA CORP. HEIGHT, TOWERB,SEC-126,NOIDA	1,26,34,000-00
2.			
3.			
योग		(Rs.One crore twenty six lacs thirty four thousand only)	1,26,34,000-00

*Wepb*

वरिष्ठ कोषाधिकारी  
गौतमबुद्ध नगर

14318

( भाग १ )

क्रम संख्या

60

( प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला )

लेख या प्रार्थना-पत्र प्रस्तुत करने की दिनांक

12 JUN 2013

प्रस्तुत कर्ता या प्रार्थी का नाम

लेख का प्रकार गौरवगोपुर

प्रतिफल की शरणाधि

1. रजिस्ट्रीकरण शुल्क 25267200

2. प्रतिलिपिकरण शुल्क

3. निरीक्षक या तलाश के लिए शुल्क

4. मुख्यारनामा के अधिप्रमाणीकरण के लिए शुल्क

5. कमीशन शुल्क

6. शिविध

7. याचिक भत्ता

द्वारा दत्तक कायांग

शुल्क समूल करने की दिनांक

दिनांक जब लेख प्रशिक्षण या तलाश प्रमाण

पत्र वापस करने के लिए तैयार होगा

17 JUN 2013

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

सब-रजिस्ट्रार

जयपुर (3080)

P-14318/13

# भारतीय गैर न्यायिक

बीस रुपये

Rs.20

रु.20



उत्तर प्रदेश

22AA 18605C

Stamp Duty Paid in Cash Certificate in favour of M/S ROYAL HOMETOWN PLANNERS PVT. LTD.  
 in Pursuance of the order of the Collector  
 No. 1000 Dated 06/06/13 Passed under NO 1000  
 section 10-A of the Stamp Act, 1899 certified that  
 an amount of Rs. 126,34,000/- Ru one crore twenty six lacs thirty four  
 (in words) Rs. Thousand only  
 has been Paid in Cash as stamp Duty in respect  
 of this instrument in the State Bank of India  
 Treasury/Sub Treasury of NO 1000  
 by Chalan No. 50/0012 Dated 07-06-13  
 a Copy of which is annexed herewith.

10-6-13  
Date

[Signature]  
 Officer-in-Charge  
 Treasury  
 Gautam Budh Nagar  
 10/06/13



For ROYAL HOMETOWN PLANNERS PVT. LTD.  
[Signature]  
 AUTHORIZED SIGNATORY



M/s Royal Home Town Planners  
Pvt Ltd. Noida



श्री शापित



**SUB – LEASE DEED**

<b>Consideration</b>	- Rs.25,26,72,000/-
<b>Stamp Duty</b>	- Rs.1,26,34,000/-

**THIS SUB– LEASE DEED** (hereinafter referred to as the "**Sub– Lease Deed**") is made and entered on this 12<sup>th</sup> day of **June, 2013** 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 its Company Secretary, Mr. P. N. Kumar, son of Mr. Ram Das, 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 Shri. Rajeev Goyal, S/o. Shri. S.C.Goyal, R/o. Aparinemi No. 321, Golf Vista Apartments, Alpha- II, Greater Noida, Uttar Pradesh as Authenticated Attorney on behalf of "**Sub Lessor**". The Authenticated Attorney is registered vide Bahi No- 06, Jild No- 02, Pages- 155 to 156, Document No- 17, Dated 07.08.2012 with Sub- Registrar's Office, Gautam Budh Nagar (U.P).

**AND**



For ROYAL HOMETOWN PLANNERS PVT. LTD.

  
AUTHORISED SIGNATORY

252,672,000.00

उप पट्टा विलेख

(80 वर्ष )

10,000.00

50

10,050.00

2,500

प्रतिफल मालिखत आयत वार्षिक क्रियया फीम रजिस्ट्री नकल व प्रति शुल्क योग अट्ट सफभग

रॉयल होमटाउन प्लानर्स प्रा0लि0द्वारा गौरव माथुर  
कृष्ण अवतार माथुर

पुत्र श्री

शिवराज नीकरी

निवासी स्थली शाप न0-7 आर0बी0आई0कालोनी मार्केट हीज/खास नई दिल्ली  
अम्हाये फला शाप न0-7 आर0बी0आई0कालोनी मार्केट हीज खास नई दिल्ली

ने पर लेखपत्र इन कार्यालय में दिनांक 12/6/2013 समय 3:25PM

वने निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

12/6/2013

निपट्टवन लेखपत्र घाट मुने व समझने मजमून व घाज घनाधि रु पलेखानुसार उक्त

पट्टा दाता

पट्टा गृहीता

श्री राजीव गोयल  
प्रतिनिधि जेपी स्पोर्ट्स इन्टरनेशनल लि0द्वारा  
पी0एन0कुमार  
पुत्र श्री सुभाषचन्द्र गोयल  
पुत्र/पत्नी श्री पेशा नीकरी



रॉयल होमटाउन प्लानर्स प्रा0लि0द्वारा गौरव माथुर  
पुत्र श्री कृष्ण अवतार माथुर  
पेशा नीकरी  
निवासी शाप न0-7 आर0बी0आई0कालोनी मार्केट  
हीज खास नई दिल्ली



ने निपट्टवन स्वीकार किया।

विपक्षी पक्षाल श्री अभिषेक बंसल

पुत्र श्री हरिओम बंसल

पेशा

निवासी फ्लैट न0-106 ग्रान्ड ओमेक्स से0-93वी नौरडा

व श्री कोहिन कपूर

पुत्र श्री अनिल कपूर

पेशा

निवासी 32डी रामनगर अम्बाला केन्ट

ने की।

पट्टाला पर साक्षियों के निधान अंगुठे निबन्धानुसार लिये गये हैं।



अभिषेक



अनिल

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

**Royal Hometown Planners Private Limited**, a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at Shop No.7, RBI Colony Market, Hauz Khas, New Delhi [PAN No. AAGCR2045D] and Corporate office at Ground Floor, Tapasya Corp. Heights, Tower- B, Sector- 126, Noida- 201301, Uttar Pradesh, **through its Authorized representative/ Authorized Signatory Mr. Gaurav Mathur, S/o. Shri. Krishna Avtar Mathur, duly authorised by Board of Directors vide board meeting dated 03.06.2013 at 11.30 A.M held at Corporate office of the Company** (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 24<sup>th</sup> 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 11<sup>th</sup> July, 2008), under the U.P. Industrial Area Development Act 1976, presently having its principal office at 1<sup>st</sup> Floor, Commercial Complex, Block-P-2, Sector-Omega-1, Greater Noida, District Gautam Budh Nagar–201308, U.P.



For ROYAL HOMETOWN PLANNERS PVT. LTD.  
  
AUTHORISED SIGNATORY

पट्टा दाता

Registration No.: 14318

Year: 2,013

Book No. : 1

0101 राजीव गोयल प्रतिनिधि जेपी स्पोर्ट्स इन्टरनेशनल लि०द्वारा पी

सुभाषचन्द्र गोयल

से०-128 नोएडा जी०डी०नगर

नौकरी



**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<sup>th</sup> 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**").



For ROYAL HOMETOWN PLANNERS PVT. LTD.

AUTHORISED SIGNATORY

## पट्टा गृहीता

Registration No. : 14318

Year : 2013

Book No. : 1

0201 रीयल होमटाउन प्लानर्स प्रा0लि0द्वारा गीरव माथुर  
कृष्ण अवतार माथुर  
शाप नं0-7 आर0बी0आइ0कालोनी मार्केट हीज खास नई दिल्ली  
नीकरी



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 [hereinafter referred to as the "**Approved 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 **13582 square meters (approximately 3.36 acres)** (hereinafter referred to as the "**Demised Plot**") being a part of the residential pocket **GH-G2** of the **Approved Plans**, to the **Sub-Lessee** for group housing for a consideration of Premium of **Rs. 24,52,80,000.00** calculated @ **Rs. 18059.00 (Rupees Eighteen Thousand and Fifty Nine only)** per square meters and on one time lease rent of **Rs.73,92,000.00 (Rupees Seventy three Lakh Ninety two thousand Only)** 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.



For ROYAL HOMETOWN PLANNERS PVT. LTD  
A handwritten signature in blue ink, appearing to be "RUPESH K. SHARMA". Below the signature, the text "ROYAL HOMETOWN PLANNERS PVT. LTD" is printed in blue.



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

1. 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. 24,52,80,000.00 (Rupees Twenty Four Crores Fifty Two Lakh Eighty thousand only)** calculated @ **Rs.18059.00 (Rupees Eighteen Thousand and Fifty Nine only)** per square meters of Demised Plot and one time lease rent of **Rs.73,92,000.00 (Rupees Seventy three Lakh Ninety two thousand only)** 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 hereby 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
<b>I. Premium</b>			
A	By Cheque No. 921305 drawn on HDFC BANK.	21.12.2012	1,22,64,000.00
B	By Cheque No. 921306 drawn on HDFC BANK.	26.12.2012	2,45,28,000.00
C	By Demand Draft No. 003205 drawn on IDBI BANK.	19.01.2013	6,13,20,000.00
D	By Cheque No. 230390 drawn on IDBI BANK.	28.03.2013	3,50,00,000.00
E	By Demand Draft No. 004479 drawn on IDBI BANK.	27.04.2013	2,05,00,000.00

For ROYAL HOMETOWN PLANNERS PVT. LTD.

AUTHORISED SIGNATORY



THE ROYAL HOLLOWAY UNIVERSITY PAT LTD

F	By Demand Draft No. 004521 drawn on IDBI BANK.	30.04.2013	4,50,00,000.00
G	By Cheque No. 230396 drawn on IDBI BANK.	30.04.2013	3,00,00,000.00
H	By Cheque No. 230400 drawn on IDBI BANK.	09.05.2013	1,66,68,000.00
<b>II. Lease Rent</b>			
a.	By Cheque No. 230401 drawn on IDBI BANK.	29.05.2013	73,92,000.00
<b>TOTAL</b>			<b>25,26,72,000.00</b>

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.
3. 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



For ROYAL HOMETOWN PLANNERS  
  
 AUTHORIZED SIGNATORY

THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT

transaction contemplated herein.

6. 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.
7. 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; by way of plots or constructed properties; 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**.
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** and/ or the **Sub-Lessor**, 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** and/or the **Sub- Lessor** 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** and the **Sub- Lessor** the details of such sub-leases and provide copies of such transfer/ sub-lease deeds to the **YEA**



For ROYAL HOMETOWN PLANNERS PVT. LTD.

  
AUTHORISED SIGNATORY



and the **Sub-Lessor** or any other authority as may be specified by **YEA** and/ or 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**
11. 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**.
13. The **Sub-Lessee** shall have the right of way to the roads adjoining the **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.
14. The land use of the **Demised Plot** shall be for group housing development as per the **Approved Plans** and the **Sub-Lessee** shall adhere to the same. Further, the **Sub- Lessee** shall carry out the group housing development including residential units/ flats and common 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:-



For ROYAL HOMETOWN PLANNERS PVT. LTD.

  
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- a) Standards and Specifications laid down in the Building and other Regulations of **YEA**/ relevant Indian Standards/ National Code etc.
  - b) Applicable Master Plans and Rules & Regulations of **YEA** and other relevant authorities.
  - c) Government policies and relevant Codes of BIS/ IS relating to disaster management in land use planning and construction work.
  - d) All other applicable and relevant laws, including but not limited to labour and environmental laws.
15. 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 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 1400 persons per hectare of the **Demised Plot**.
16. 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



For ROYAL HOMETOWN PLANNERS PVT. LTD.

  
AUTHORISED SIGNATORY



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

17. The **Sub- Lessee** shall accept variations, deletions, additions, alterations, modifications in the **Approved 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 on the **Demised Plot**.
18. The **Sub-Lessee** shall be required to obtain all necessary sanctions / permits/ approvals etc. from relevant authorities with regard to the **Demised Plot** and all activities thereon in its own name in accordance with the applicable laws and regulations of **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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20. a) The External Development Charges (hereinafter referred to as '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 meters on **Leased Land** 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 meters 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 execution of this **Sub- Lease Deed**



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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**.

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 external services such as approach roads, drainage, sewage, electric and water supply lines, generally as may be made available by the **Sub- Lessor** to other group housing plots in the neighborhood of the **Demised Plot** within the **Leased Land** at a single point on the edge of the **Demised Plot** (hereinafter referred to as the "**Shared Areas & Facilities**"), at its own cost in due course of time.

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



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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 effect from 01.04.2014 in respect of whatever part of Shared Areas & Facilities is available for use on the said date.

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 all civil amenities such as electric supply, water supply, sewerage, drainage, internal roads, etc. within the **Demised Plot** (hereinafter referred to as the "**Common Areas & Facilities within the Demised Plot**") and maintain the same at its own cost and connect the same with the main system of the **Sub- Lessor** at its own cost.

b) The **Sub- Lessee** and/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/**



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A handwritten signature in blue ink, appearing to be "Rajesh Kumar".

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**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 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 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



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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 continues for more than two months, the **Sub- Lessor** or **Designated Maintenance Agency** may, at its sole discretion, stop the use of **Shared Areas & Facilities** by and the supply of services to, the **Sub-Lessee** or the residents/ occupants/ allottees etc. within the **Demised Plot**.

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.



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- 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.
- d) The **Sub- Lessee** shall keep the **Sub- Lessor** indemnified and hold it harmless against all claims, costs, expenses, due to any proceedings or litigation for any reason relating to the **Demised Plot**.

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



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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, charges, pledges, lien, hypothecation, security interest, 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.
- 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 keep the **Sub- Lessee** indemnified and hold it harmless against all claims, costs, expenses, due to any proceedings or litigation for any reason, which the **Sub- Lessee** may suffer by reason of any claim for any defect in



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title, in interest and leasehold rights of the **Sub- Lessor** in the **Demised Plot**.

26. **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.
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** 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**.
29. Nothing herein shall be construed to provide the **Sub- Lessee** with the right to prevent the **Sub- Lessor** from:



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- 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 common roads in the immediate periphery of the **Demised Plot**.
- c) Amending/ altering the **Approved Plans** without affecting the entry and exit to the **Demised Plot** and the permissible FAR on 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**.
31. 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

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

The damages shall be assessed by the **Sub-Lessor** 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** so far they apply to 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**, and all terms of the **Lease Deed** so far they apply to the **Demised Plot** shall apply mutatis mutandis to the **Sub- Lessee**. Be that as it may, the **Sub- Lessor**, shall keep the **Sub- Lessee**, its



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employees, representatives, agents harmless and indemnified on account of any act or omission by the **Sub- Lessor**.

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 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.



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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- Lessee** shall be treated as default under 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**.
42. 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



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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

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

Royal Home Town Planners Private Limited  
Ground Floor, Tapasya Corp Heights, Tower- B,  
Sector-126, Noida- 201301, Uttar Pradesh

Attention: Honey Katyal  
Telephone No. 8860517771  
Email: cagauravmathur@gmail.com

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.

43. It shall be the responsibility of the **Sub- Lessor** to notify any change in its registered office address to the **Sub- Lessee** failing which, all notices and other communications sent to the **Sub-**



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**Lessor** at its registered office specified hereinabove shall be deemed to have been served on the **Sub-Lessor**.

44. This **Sub- Lease Deed** constitutes the entire understanding of the terms and conditions between the **Parties** with respect to the sub lease of the **Demised Plot** to the **Sub- Lessee** and supersedes and cancels any or all prior oral or written discussions, representation, understanding, arrangement, communication or expression of intent, if any, between the **Parties** relating to the **Demised Plot** and / or subject matter of this **Sub- Lease Deed**.
45. 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.
46. 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**.
47. 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 the Chairman of the **Sub- Lessor** and shall be an independent person not



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having any pecuniary interest in the **Sub- Lessor**. The arbitration proceedings shall be conducted in accordance with the Arbitration & Conciliation Act, 1996 or any re- enactment or modification thereof for the time being in force and its decision shall be final and binding. The venue of arbitration shall be at Gautam Budh Nagar. The proceedings of arbitration shall be in English.

48. This **Sub- Lease Deed** shall be construed and interpreted in accordance with and governed by the laws of Union of India.
49. The local Court of Gautam Budh Nagar, Uttar Pradesh and Hon'ble High Court of Judicature at Allahabad shall have exclusive jurisdiction over all matters arising out of or relating to this **Sub- Lease Deed**.



For ROYAL HOMETOWN PLANNERS PVT. LTD.  
*[Handwritten Signature]*  
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THE UNIVERSITY OF CHICAGO

PHYSICS DEPARTMENT



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

SIGNED AND DELIVERED BY

the within named  
Jaypee Sports International Ltd.

the within named  
Royal Hometown Planners Pvt. Ltd.



Authorized Signatory

For ROYAL HOMETOWN PLANNERS  
AUTHORIZED SIGNATORY

Authorized Signatory

**WITNESSES:**

*Abhishek*  
1. Abhishek Bansal 810  
Sh. Hari om Bansal R1-Flat NO 106  
Grand Omega Sector-93B Noida

*Kohin*  
2. Kohin Kapoor 810 Sh. Anil Kapoor  
R10 32 D Ram Nagar Ambala Cantt

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



आज दिनांक 12/06/2013 को  
बही सं 1 जिल्द सं 13465  
पृष्ठ सं 351 से 414 पर क्रमांक 14318  
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



(तेज सिंह यादव)  
उपनिबन्धक सदर  
गौतमबुद्धनगर  
12/6/2013