#### सत्यमेव जयते

## INDIA NON JUDICIAL 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.)

IN-UP00537444814413M

05-Aug-2014 01:55 PM

SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN

SUBIN-UPUPSHCIL0100642573701263M

HOME AND SOUL INFRATECH PVT LTD

Article 35 Lease

GH-B3, SEC-25, JAYPEE GREENS SPORTS CITY, SDZ,

DANKAUR, YEIDA, GAUTAM BUDH NAGAR, U.P.

31,40,10,530

(Thirty One Crore Forty Lakh Ten Thousand Five Hundred And Thirty

only)

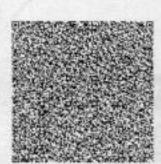
JAYPEE SPORTS INTERNATIONAL LIMITED

HOME AND SOUL INFRATECH PVT LTD

HOME AND SOUL INFRATECH PVT LTD

1,57,01,000

(One Crore Fifty Seven Lakh One Thousand only)



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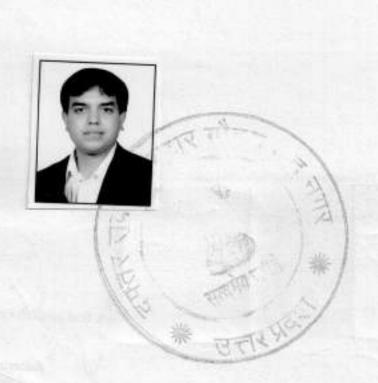
Soul Infrarech Private Limited

Authorized Signatory

0000366844

INDIGUE HOR ALONS

# Government of Julian Pradesh





#### SUB LEASE DEED

Rs.31.40.10.530/-Consideration

Rs.1.57.01.000/-Stamp Duty (As per Consideration) (Rounded off)

Plot No GH-B3

(Jaypee Greens Sports City)

14166.5 Sq. Mts Area

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

#### 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, S/o. 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 Mr. Rajeev Goyal, S/o. Mr. S.C.Goyal, registered office at Sector- 128, Noida- 201304, U.P. 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).

For Home & Soul Infratech Private Limited



#### AND

Home & Soul Infratech Private Limited [PAN-AACCV8946M], (earlier named as M/s. Vertical Limits Infratech Private Limited) [PAN No.AACCV8946M], a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at: A2/78, Ground Floor, Safdarjung Enclave, New Delhi-110029, India through its Director-Finance/ Authorized Signatory Mr. Gaurav Mathur, S/o. Mr. Krishna Avtar Mathur [PAN-AMNPM4527D], duly authorised by Board of Directors vide Board meeting dated 15.04.2014 held at the Corporate office of the Company situated at Ground Floor, Tower- B. Tapasya Corporate Heights, Sector-126, Noida-201301, Uttar Pradesh, India (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 1st Floor, Commercial Complex, Block-P-2, Sector-Omega-1, Greater Noida, District Gautam Budh Nagar-201308, U.P.



For Home & Soul Infratech Private Limited

Cathorized Signatory

उप पटटा विलेख (90 वर्ष ) 314,010,530.00 10,000.00 50 10,050.00 2,500 ओसत वार्षिक किराया फील रजिल्द्री नकल व प्रति शुल्क अब्द तगभग प्रतिफल होम एण्ड साउल इन्फ्राटेक प्रा0सि0हारा गौरव माण्य पुत्र श्री कृष्ण अवतार मासूर व्यवसाव निवामी स्थावी ए 2/78 जी0एफ0 सफदरजंग एन्कलेंब 🕊 ए 2/78 जी0एफ0 सफदरजंग एन्कलेव नार्डे दिल्ली-110029 अध्वायी पता ने यह लेखपत्र इस कार्यालय में दिनाक 13/8/2014 4:57PM रजिस्ट्रीकरण अधिकारी के हस्ताक्षर वजे निबन्धन हेतु पेश किया। (तेज सिंह योदव) उपनिबन्धक सदर गौतमबुद्धनगर् निष्पादन लेखपत्र बाद सुनने व समझने मजपून । व प्राप्त धनराशि रू प्रलेखानुसार उक्त 13/8/2014 पट्टा दाता पट्टा गृहीता होम एण्ड साउनी इन्काटेक प्रा0लि0हार्रा, गौरव गाथुर श्री राजीव गोयल

ने निष्पादन स्वीकार किया । जिनकी पहचान श्री कुमार गैन्द्रवं श्रीवास्तव रामबाबू श्रीवास्तव पुत्र श्री पेशा

प्रतिनिशि जेपी स्पोटर्स इन्टरनेशनल लि0द्वारा

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ने की ।

पुत्र श्री सुभाषचन्द्र गोवल

पुत्र/पत्नी श्री पेशा नौकरी

निवासी बी-45 जीवन विहार शास्त्री नगर गाजियाबाद अमरदीप व श्री

त्रिलोचन सिंह

पुत्र श्री पेशा

निवासी ऋषम विहार सीकरी कंला मोदीनगर गाजियाबाद

प्रत्यक्षता मद्र साक्षियों के निजान अंगुठे निवमानुसार लिये गये हैं।



पुत्र श्री कृष्ण अववार माथुर

निवासी ए 2/78 जिप्रिक्

दिल्ली-110029



रजिस्ट्रीकरण अधिकारी कें हस्ताक्षर

(तेज सिंह यावव) उपनिबन्धक संदर गौतमबुद्धनप्रद

र्शकदरजंग एन्कलेव नई



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 11th 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 on 28.07.2010 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 part of the Sale Consideration has been received from M/s. Vertical Limits Infratech Private Limited [PAN-AACCV8946M], a Company duly incorporated on 22.10.2008 under the provisions of the Companies Act, 1956 and having its registered office at Shop No- 7, RBI Colony Market, Hauz Khas, New Delhi-110016, India. Subsequently, the name of M/s. Vertical Limits Infratech Private Limited was changed to Home & Soul Infratech Private Limited [PAN-AACCV8946M] (the "Sub-Lessee") and a fresh Certificate of Incorporation consequent upon change of name was issued on 06.12.2013 by the Registrar of Companies, National Capital Territory of Delhi and Haryana.



For Home & Soul intratech Private Limited

#### पट्टा दाता

Registration No.:

26769

Year:

2,014

Book No.:

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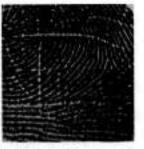
0101 राजीव गोयल प्रतिनिधि जेपी स्पोटर्स इन्टरने<u>श</u>नल लि0हारा पी

सुभाषचन्द्र गोयल

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नौकरी









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 which have since been approved. (The said revised plans or the subsequently revised plans as the case may be, hereinafter referred to as the "Relevant Plans").



For Home & Soul Mfrageth Private Limited

#### पट्टा गृहीता

Registration No.:

26769

Year:

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Book No. :

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कृष्ण अवतार माधुर

ए 2/78 जी0एफ0 सफदरजंग एन्कलेव नई दिख्ली-1/0029







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 14166.5 Square meters (approximately 3.5 Acres) (hereinafter referred to as the "Demised Plot") being GH-B3 situated at Sector-25, Jaypee Greens Sports City, SDZ, Yamuna Expressway Industrial Development Authority Area. District-Gautam Budh Nagar, (U.P) of the Relevant Plans, to the Sub-Lessee for group housing for a Consideration of Premium of Rs.30,63,03,955/- calculated @ Rs.21,621.71 per Square meter and on one time Lease rent of Rs.77,06,575/- @ Rs.544/- per Square meter aggregating to Rs.31,40,10,530/- 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:

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.30,63,03,955/- calculated @ Rs.21,621.71 per Square meter of Demised Plot and one time Lease rent of Rs.77,06,575/- @ Rs.544/- per Square meter aggregating to Rs.31,40,10,530/- (Rupees Thirty One Crores Forty Lacs Ten Thousand Five Hundred Thirty Only) of Demised Plot. The Sub- Lessee has made the following payments to Sub- Lessor which is in full satisfaction of Consideration aggregating to Rs. 31,40,10,530/- agreed and settled by and between the parties and the receipts of which the Sub- Lessor admits and acknowledges:

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SI.No.	Mode of Payment	Dated	Amount (Rs.)
a.	By Ch. No. 236374 payable at IDBI Bank	23.03.2013	1,50,00,000
b.	By Ch. No. 236182 payable at IDBI Bank	29.04.2013	1,50,00,000
c.	By Ch. No. 238933 payable at IDBI Bank	25.05.2013	59,40,000
d.	By DD No. 005165 drawn at IDBI Bank	19.06.2013	4,00,00,000
e.	By Ch. No. 239002 payable at IDBI Bank	29.06.2013	2,00,00,000
f.	By Ch. No. 004965 payable at ICICI Bank	29.10.2013	2,00,00,000
g.	By RTGS No. IBKLH13316004524	12.11.2013	1,98,00,000
h.	By RTGS No. IBKLH13322005380	18.11.2013	47,00,000
L	By RTGS No. ICICH13322064334	18.11.2013	2,50,00,000
J.	By RTGS No. IBKLH13327006837	21.11.2013	1,98,00,000
k.	By RTGS No. IBKLH13358008631	24.12.2013	49,50,000
1.	By RTGS No. IBKLH14020076835	20.01.2014	3,96,00,000
m.	By RTGS No. IBKLH14045004143	13.02.2014	1,48,50,000
n.	By Ch. No. 286489 payable at IDBI Bank	31.03.2014	24,75,000
0.	By Ch. No. 286490 payable at IDBI Bank	31.03.2014	24,75,000



For Home & Soul Infratech Private Limited



p.	By RTGS No. IBKLH14111060834	21.04.2014	49,50,000
q.	By RTGS No. IBKLH14112074194	22.04.2014	49,50,000
r.	By RTG5 No. IBKLH14142025363	21.05.2014	1,98,00,000
s.	By RTGS No. IBKLH14154085648	03.06.2014	99,00,000
t.	By RTGS No. IBKLH14154085730	03.06.2014	99,00.000
U.	By RTGS No. IBKLH14154085777	03.06.2014	49,50,000
٧.	By RTGS No. IBKLH14154085855	03.06.2014	49,50,000
w.	By RTGS No. IBKLH14155088380	04.06.2014	21,79,899
X.	By NEFT No. IBKL1 40805065386	05.08.2014	59,925
у.	Tax Deducted at Source vide Challan nos. 63182, 55502, 44827, 56792, 50194, 55079, 55220, 56233, 56084 & 50359		27,80,706

- 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.

STO INTERPRETATION

For Home & Soul Infratech Private Limited



- 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; 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/

For Home & Soul Infratech Private Limited

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-lesses** 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** 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.
- It shall be permissible for the Sub- Lessee to provide for multiple renting
  of the buildings constructed on the Demised Plot.
- 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.

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For Home & Soul ofratech Private Limited



- 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 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:-
  - Standards and Specifications laid down in the Building 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 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.



For Horne & Soul Intratech Private Limited



- 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.
- 17. 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 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.



Authorized Signatory

For Home & Soul Infratech Private Limited

- 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.
- 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 meter 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 meter 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



For Home & Soul Infratech Private Limited



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 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.



For Home & Soul Inflatech Private Limited



- 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 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 from the date hereof 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.



For Home & Soul Infratech Private Limited



- 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/ 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:



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- 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 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.

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#### 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 including any additional Stamp duty required to be paid or expenses required to be incurred in future.
- 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, on account of any act or omission on the part of the Sub Lessee.

INTERNAL PROPERTY.

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- 25. The Sub- Lessor covenants and warrants that:
  - 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, 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.



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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 keep the Sub- Lessee indemnified and hold it harmless against all claims, costs, expenses, due to any proceedings or litigation for any reason, which the Sub- Lessee may suffer by reason of any claim for any defect in title, 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 Greens Sports City.
- 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.
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- 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:
    - 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 Relevant 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

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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 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.



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- 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**.
  - 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-Lesser** 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.



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- 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 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.

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- 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.
- 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 Sublessee and/ or re- entering the Demised Plot, then the Sub- Lessor shall

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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 other Party and delivered by hand against receipt or sent by registered post.
  - (a) Notices to the Sub-Lessor to:

#### Jaypee Sports International Limited

Registered office at-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:

#### Home & Soul Infratech Private Limited

Registered office at- A-2/ 78, Ground Floor, Safdarjung Enclave, New Delhi- 110029, India

Attention: Mr. Gaurav Mathur Telephone No.: 011-26964433 Mobile No.: 8860517771

Email: cagauravmathur@gmail.com



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- 43. 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.
- 44. 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.
- 45. 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.
- 46. 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.



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- 47. 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.
- 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 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 in English.
- 49. This Sub- Lease Deed shall be construed and interpreted in accordance with and governed by the laws of Union of India.
- 50. 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.



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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	28.7532
2	Mustafabad	24.09.09	9.4210
3	Aurangpur	24.09.09	155.6821
4	Mathurapur	24.09.09	34.2640
5	Atta Gujran	24.09.09	74.6251
6	Salarpur	25.09.09	86.0487
7	Munjkhera	25.09.09	61.1913
	E1	16.12.11	-1.3300
8	Gunpura	25.09.09	175.3639
9	Jaganpur Afjalpur	25.09.09	8.0369
10	Dankaur	25.09.09	160.6253
11	Fatehpur Atta	25.09.09	26.2968
12	Aurangpur	25.09.09	13.8193
13	Gunpura	13.11.09	8.5187
14	Gunpura	19.11.09	54.3950
15	Jaganpur Afjalpur	19.11.09	0.0312
16	Fatehpur Atta	19.11.09	0.0570
17	Mustafabad	19.11.09	0.1390
18	Mathurapur	19.11.09	3.7960
19	Aurangpur	05.05.10	7.6425
20	Atta Gujran	05.05.10	2.4930
21	Salarpur	05.05.10	3.8139
22	Munjkhera	05.05.10	2.4560
23	Fatehpur Atta	05.05.10	0.3289
24	Gunpura	05.05.10	0.3343
25	Fatehpura Atta	18.12.10	3.4675
26	Dankaur	18.12.10	14.4643
27	Salarpur	18.12.10	2,4708
28	Gunpura	18.12.10	0.0480
29	Aurangpur	18.12.10	0.0582
30	Atta Gujran	18.12.10	0.0010
31	Dankaur	28.03.11	28.0916
32	Munjkhera (Alternate)	16.12.11	1.3300
	Total	966.7345	





Language Contract

#### HARTE JOHNTS INTERNATIONAL BURNEY

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#### ANNEXURE - IV

#### SPECIAL CONDITION

(See Clause 40)

Density applicable for Residential Land parcel leased to Home & Soul Infratech Private Limited at Jaypee Greens Sports City (SDZ)

SI. No. Plot No Name of the Party Density (PPH)

1. GH-B3 Home & Soul Infratech Private Limited 1400



For Home & South of tech Private Limited

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

#### SIGNED AND DELIVERED BY

the within named Jaypee Sports International Ltd.

**Authorized Signatory** 

SIGNED AND DELIVERED BY

the within named Home & Soul Infratech Pvt. Ltd.

For Home & Soul Infratech Private Limited

**Authorized Signatory** 

Authorized Signatory

WITNESSES:

Kuman Gauran Shrivartana Storam babu Shrivartana 1. Rio B-45 Jeevan Viheer Sharfii Nager G2R 2. Amar Deep 8to Tribochan Sungs Rorishabh Vihan Sikri Kala Modi Nager G2B

Enclosures: Annexure- 1: Details of Lease Deeds.

Annexure- II: Schedule of Property.

Annexure- III: Location Plan.

Annexure-IV: Special Condition.

आज दिनांक <u>13/08/2014</u> को वहीं सं <u>1</u> जिल्द सं <u>16646</u> पृष्ठ सं <u>165</u> से <u>238</u> पर कमांक <u>26769</u> रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादेष) उपनिबन्धक सदर गौतमबुद्धनगर 13/8/2014

