

46



सत्यमेव जयते

INDIA NON JUDICIAL

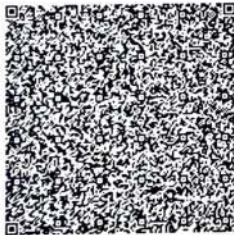
Government of Uttar Pradesh

e-Stamp

CERTIFICATE LOCKED



Certificate No. : IN-UP05285353155259Q
Certificate Issued Date : 14-Nov-2018 04:58 PM
Account Reference : SHCIL (FI)/ upshcil01/ GREATER NOIDA/ UP-GBN
Unique Doc. Reference : SUBIN-UPUPSHCIL0106194726558559Q
Purchased by : SANJAY GUPTA AND AJAY GUPTA
Description of Document : Article 35 Lease
Property Description : APARTMENT NO.E-6/9 UNIT NO.02 IN ESTATE HOME LAND-2 AT JAYPEE GREENS GREATER NOIDA
Consideration Price (Rs.) :
First Party : JAIPRAKASH ASSOCIATES LIMITED
Second Party : SANJAY GUPTA AND AJAY GUPTA
Stamp Duty Paid By : SANJAY GUPTA AND AJAY GUPTA
Stamp Duty Amount(Rs.) : 15,84,200
(FifteenLakh Eighty Four Thousand Two Hundred only)



Please write or type below this line-----



Signature

26/11/18



TQ 0008105677

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



Arvind



SUB-LEASE DEED

Premises No : Unit No.E-6/9 UNIT2
 Village/ City : situated at Land-2 at Jaypee Greens, G-Block, Surajpur Kasma Road, Greater Noida-201306, Uttar Pradesh
 Super area : 413.90 Sq. Mtrs. (4455.24 Sq. Ft.)
 Sale Consideration : Rs.3,16,79,840/-
 Value as per Circle rate : Rs.1,75,49,360/-
 Stamp duty paid : Rs.15,84,200/- (As per Consideration) (Rounded off)

THIS SUB-LEASE DEED is made and entered on this 26th day of Nov., 2018 at Greater Noida, District- Gautam Budh Nagar, Uttar Pradesh.

BY AND AMONGST

JAIPRAKASH ASSOCIATES LIMITED (having PAN-AABCB1562A), a Company duly incorporated and validly existing under the provisions of the Companies Act, 1956 (now the Companies Act, 2013) and having its registered office at Sector-128, Noida-201304, (U.P) (hereinafter also referred to as the "Sub-Lessor" or the "First Party"), 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, acting through its authorized Signatory Mr. RAHUL SINGH, S/o. Mr. YESHBIR SINGH, registered office at Sector-128, Noida-201304, (U.P), duly authorized to execute this Sub-Lease Deed on behalf of the "Sub-Lessor" and to be presented before the Sub- Registrar, Greater Noida by Mr. S.P. SINGH, S/o. Mr. BATTAN SINGH registered office at Sector-128, Noida-201304, (U.P) on behalf of the "Sub-Lessor" being his power of attorney holder vide Power of Attorney dated 26.12.16, duly registered vide Bahi No. 6, Jild No. 3, Pages 35 to 86, Document No. 16 with Sub-Registrar- First, Noida, (U.P).



26/11/18

AND

Mr. Sanjay Gupta (having PAN-ADEPG0954E & Passport No.L3798346), S/o. Mr. Rajendra Kumar Gupta, R/o. A-2, Shastri Nagar, Meerut-250004, Uttar Pradesh, India, Jointly with Mr. Ajay Gupta (having PAN-AGPPG4274R & Aadhaar No.8637 2185 3295), S/o. Mr. Rajendra Kumar Gupta, R/o. F-6, Ground-Floor, Right Portion, Lajpat Nagar-3, New Delhi-110024, India. (hereinafter referred to as the "Sub-Lessee" or the "Second Party"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include his or her legal heirs, executors, successors and legal representatives.

The **Sub-Lessor** or the **First Party** and the **Sub-Lessee** or the **Second Party** shall individually be referred to as the respective "**Party**" and collectively as the "**Parties**".

WHEREAS

- (i) The **Sub-Lessor** is seized and possessed of plots of land situated in G- Block Surajpur Kasna Road, Greater Noida measuring 222.42 acres, 215.38 acres and 14.4565 acres aggregating to 452.26 acres (hereinafter referred to as "**Jaypee Greens**") granted by the Greater Noida Industrial Development Authority (hereinafter referred to as the "**GNIDA**") on leasehold basis vide three separate Lease Deeds viz.,

- (a) Lease Deed dated June 8, 2000 in respect of 222.42 acres of land executed between **GNIDA** and Mussoorie Hotels Limited (now Jaiprakash Associates Limited) duly registered with the Sub-Registrar of Assurances, Gautam Budh Nagar in Book No. 246 at Pages 1019-1052 at Sl. No. 2936-2937 on 08.06.2000;



A handwritten signature in blue ink, possibly reading "Sprei".

(b) Lease Deed dated May 18, 2001 in respect of 14.4565 acres of land executed between **GNIDA** and Jaypee Greens Limited (now Jaiprakash Associates Limited) duly registered with the Sub-Registrar of Assurances, Gautam Budh Nagar in Book No.331 at Pages 393-428 at Sl. No. 3178-3179 on 18.05.2001; and

(c) Lease Deed dated June 8, 2000 in respect of 215.38 acres of land executed between **GNIDA** and Mussoorie Hotels Limited (now Jaiprakash Associates Limited) duly registered with the Sub-Registrar of Assurances, Gautam Budh Nagar in Book No. 246 at Pages 1053-1086 at Sl. No.2938-2939 on 08.06.2000.

(hereinafter individually referred to as the "**Lease Deed**" and collectively referred to as the "**Lease Deeds**").

Land transferred through **Lease Deeds** as at (a) & (b) above is hereinafter referred to as "**Land-1**" and land transferred through **Lease Deed** at (c) above is hereinafter referred to as "**Land-2**". **Land-1** & **Land-2** together hereinafter referred to as "**Leased Land**".

- (ii) **And the Sub-Lessor** is developing the **Leased Land** in an integrated manner as per respective plans of **Land-1** and **Land-2** approved by **GNIDA**, including interalia Golf Course with related facilities, Integrated Sports Complex with related facilities, Residential units (estate homes, town homes, villas, apartments, plots etc.), Commercial units (hotel/ resort, restaurants, offices, shops, clubs), Institutions and services like access roads, water supply, sewerage & drainage systems, electricity cable network etc and their connectivity to the individual properties.



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3



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उप पट्टा विलेख

प्रतिफल- 31679840 स्टाम्प शुल्क- 1584200 बाजारी मूल्य - 0 पंजीकरण शुल्क - 20000 प्रतिलिपिकरण शुल्क - 100 योग : 20000

श्री संजय गुप्ता,
पुत्र श्री राजेंद्र कुमार गुप्ता

व्यवसाय : अन्य

निवासी : ए-2, शास्वी नगर, मेरठ-250004, उ.प्र.

21-



ने यह लेखपत्र इस कार्यालय में दिनांक 26/11/2018 एवं 03:41:56 PM बजे
निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के

रमेश श्रीवास्तव

उप निबंधक : सदर ग्रेटर नो

गौतम बुद्ध नगर

26/11/2018

सतीश कुमार गुप्ता
कनिष्ठ सहायक (निबंधन) - नि



ने की। प्र
नियमानु
टिप्पणी :

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त पट्टा दाता: ।

श्री जयप्रकाश एसोसिएट्स लिमिटेड द्वारा श्री राहुल सिंह के द्वारा एस पी सिंह, पुत्र श्री बतन सिंह

निवासी: सेक्टर-128, नोएडा

व्यवसाय: अन्य

पट्टा गृहीता: 1



श्री संजय गुप्ता, पुत्र श्री राजेंद्र कुमार गुप्ता

निवासी: ए-2, शास्त्री नगर, मेरठ-250004, उ.प्र.

व्यवसाय: अन्य

पट्टा गृहीता: 2



श्री अजय गुप्ता, पुत्र श्री राजेंद्र कुमार गुप्ता

निवासी: एफ-6, गार्डन फ्लोर, राइट पोरशन, लाजपत नगर-3, दिल्ली-110024

व्यवसाय: अन्य

ने निष्पादन स्वीकार किया । जिनकी पहचान पहचानकर्ता : 1

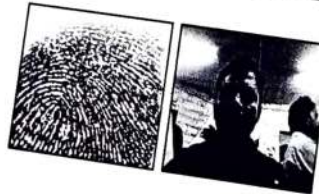


श्री मुकुट लाल, पुत्र श्री शोरज सिंह

निवासी: म.न. 791, विवेकानंद नगर, गाजियाबाद

व्यवसाय: नौकरी

पहचानकर्ता : 2



श्री सत्यवीर, पुत्र श्री गंगी राम

निवासी: म.न. 360, कासना, ग्रेटर नोएडा

व्यवसाय: नौकरी



ने की । प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं ।
टिप्पणी:



सतीश कुमार गुप्ता
कनिष्ठ सहायक (निबंधन) - नियमित

(iii) And the Sub-Lessor units in Leased Land Industrial Development dated 01.10.2008 OPA- 5578 dated Rec- 403 dated 10 Rec/ OPA- 5571 "Development Plan

(iv) AND based on application form Lessee agreeing Lessor had allotted Schedule of Properties attached as A Premises").

(v) AND GNIDA has vide letter No. I

(vi) AND pursuant to Sub-Lessor has interest in the D

NOW THEREFORE

1. That having Rs.3,16,79,840/ Eight Hundred acknowledge



Lessor hereby transfers and conveys to the **Sub-Lessee** the **Demised Premises**, as described hereinafter in the Schedule of Property and as per **Unit Location and Building Plan** attached as **Annexure-I**, together with the rights, easements and appurtenances on the **Sub-Lessee** agreeing to observe and perform the terms and conditions mentioned hereinafter.

The Consideration, interalia, includes charges towards common use of Internal Development & Electric Substation etc. for the Leased Land.

2. That the vacant physical possession of the **Demised Premises** has been given by the **Sub-Lessor** to the **Sub-Lessee**. This **Sub - Lease Deed** is in full and final settlement of all claims of all the parties.

3. **SUB-LESSOR COVENANTS WITH THE SUB-LESSEE AS UNDER:**

- 3.1 That the **Sub-Lessor** is entitled to transfer and convey its right, title and interest in the **Demised Premises** and that the **Demised Premises** is free from all encumbrances.
- 3.2 That the **Demised Premises** comprises of the structure constructed as per the **Unit Location and Building Plan** attached hereto as **Annexure-I**. The area of the **Demised Premises** including its covered area, area under the periphery walls, area under columns and walls within the **Demised Premises**, half of the area of the walls common with other premises adjoining the **Demised Premises**, area under cupboards, plumbing shafts, electric shafts of the **Demised Premises**, area of the balconies and 50% area of exclusive open- to- sky terraces, if any; and inclusive of the proportionate share of the Common Areas is **413.90 Sq. Mtrs. (4455.24 Sq. Ft.)** (hereinafter referred to as the "**Super Area**").



Signature and blue ink fingerprint of the Sub-Lessor.

Signature and blue ink fingerprint of the Sub-Lessee.

3.3 That the **Sub-Lessee** shall have the common interest in the area under the common staircases, circulation areas, common walls, shafts, lifts, corridors, lobbies, canopies, mumty, machine room etc and other area under common services (hereinafter referred to as "**Common Areas**"). However, the **Sub-Lessee** shall not have any title or ownership of the **Common Areas** in any manner whatsoever notwithstanding that **Common Areas** have been considered for the purpose of calculation of the Super Area of the **Demised Premises**.

3.4 That the **Sub-Lessor** also sub- leases to the **Sub-Lessee** the proportionate, undivided, indivisible and impartible right and interest in the portion of land underneath **Unit No.E-6/9 UNIT2** for the unexpired portion of 94 years, commencing from 08.06.2000. The said interest in the portion of **Leased Land** shall not be alienable/ transferable separately and shall always remain attached to the **Demised Premises**.

3.5 That the **Sub-Lessor** has already paid the premium amount and the lease rent for the **Leased Land** at the prevailing rate to **GNIDA** till date and shall also pay the lease rent for the balance lease period. However, the **Sub-Lessee** shall be liable to pay any increase in the lease rent beyond the lease rent presently applicable, in the manner provided hereinafter.

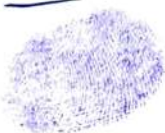
4. **THE SUB-LESSEE COVENANTS WITH THE SUB-LESSOR AS UNDER:**

4.1 That the **Sub-Lessee** shall enter into a separate maintenance agreement (the "**Maintenance Agreement**") as may be required by the **Sub-Lessor**, with the **Sub-Lessor/ Maintenance Agency** (the "**Designated Maintenance Agency**") for the maintenance of areas and facilities as defined in the **Maintenance Agreement**. The **Sub-Lessee** shall abide by the terms and conditions of the **Maintenance Agreement**.



Signature

6



Signature

provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.

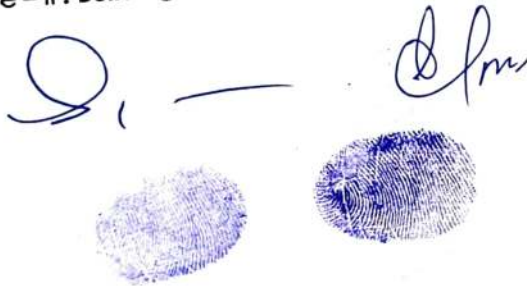
SCHEDULE OF PROPERTY

ALL THAT the Stacked Town Home Unit No.E-6/9 UNIT2 having a Super Area of 413.90 Sq. Mtrs. (4455.24 Sq. Ft.) or thereabouts and Covered Area of 387.95 Sq. Mtrs. (4175.89 Sq. Ft.) or thereabouts constructed on the Leased Land known as Jaypee Greens at G-Block, Surajpur Kasna Road, Greater Noida-201306, (U. P) as demarcated on the Unit Location and Building Plan and bound as under:

At or towards the EAST	∴}
At or towards the WEST	∴} As per Unit Location and Building Plan Annexed
At or towards the NORTH	∴}
At or towards the SOUTH	∴}

Annexure-I: Unit Location and Building Plan

Annexure - II : Building Plan GNIDA Approval Letter dt-28.10.2009.





Greater Noida Industrial Development Authority

Plot-1, Chhayan Estate Sector-Gamini, Greater Noida, Gautam Budh Nagar, 201306

PLG (BP) BP-1899 C6 Rec 14893

Dated 28/10/09

To:

M/s Jaypee Greens
(A division of Jaiprakash Associates Ltd.)
Golf Course,
Surajpur-Kasna Road
Greater Noida (U.P.)

CONDITIONAL with respect point no 17 vis-a-vis notification 60(A) dated 27-1-1994 and its amendment from time to time and notification dated 14-09-2006 issued by Ministry of Environment & Forest

Sir,

With reference to your application no 22578 dated 16.7.09 for grant of sanction of Residential building plan of **Condominium Villas type-II, C6(01 to 03), in Land-2 Integrated sports complex, Greater Noida** I have to inform you that the sanction is being granted by the Authority with the following conditions:

1. This sanction is being granted under the provision of 'The Greater Noida Industrial Development Area Building Regulation 2005.
2. The validity of this sanction is upto-as per lease deed
3. In case allotment is cancelled/lease is determined for whatsoever reason by functional department, aforesaid sanction shall automatically be deemed to have been withdrawn.
4. During this period, after the completion of construction it is necessary to apply for occupancy certificate.
5. If demanded by the Authority, You shall be liable to pay charges for the provision of any further facilities/development/improvement.
6. A copy of the sanction drawing shall always be kept at site and shall be made available to any officer of the Authority on demand.
7. No addition/alteration is permitted in the sanctioned drawings. For any changes prior permission from the Authority required.
8. You shall be responsible for carrying out the work in accordance with the requirements of Greater Noida Industrial Development Building Regulation 2005, and direction made from time to time.
9. Prior permission is required before digging an under ground bore well.
10. No activity other than as specified in lease deed shall be permitted in the premises.
11. Prior permission from the Authority is required for temporary structure also like labour huts & site office.
12. Gate shall open on to the service road only. Direct access to the main carriageway shall not be provided.
13. Services, rain water harvesting shall be laid as per approval of Authority.
14. No parking of any kind shall be permitted on r/w of road.
15. Pegometer shall have to be installed as per direction issued by Authority.
16. Complying with all the requirement for obtaining NOC from various department prior to submission of application for occupancy shall be the responsibility of allottee irrespective of the proposal sanctioned by GNIDA.
17. **In case of any change in the parameters which require clearance for Ministry of Environment, Govt of India, the applicant shall be responsible to obtain the same before starting construction.**

27/10/09
LEENU SAHGAL
GM (Planning)

Encl. Copy of sanctioned drawings ()
Copy to G.M. (Planning) for information and n.a.



Handwritten signature and two blue ink fingerprints.

IN WITNESS WHEREOF, the Parties hereto have executed this Sub-lease Deed on the day, month and year first herein above written in the presence of following witnesses:

SIGNED AND DELIVERED BY



Authorized Signatory
For Jaiprakash Associates Limited
the within named Sub-Lessor/ First Party




22

SIGNED AND DELIVERED BY
the within named Sub-Lessee/ Second Party




(Sanjay Gupta)


(Ajay Gupta) 28/11/18
98370 96444

WITNESSES:


1.




Mukut Lal
S/o Shauraj Singh
R/o House No. 791,
Vivekanand Nagar,
Ghaziabad - 201002 (U.P.)

2.


Arvind Kumar Arora
Advocate


Satyaveer
S/o Gangi Ram
R/o House No. 360,
Kashyap, Greater Noida
G. B. Nagar, U.P. - 201310