

Stamp Duty Paid in Cash Certificate in favour of

Jaypee Greens Ltd. R.O. 54 Basant Lok Vasant Vihar New Delhi  
In pursuance of the order of the Collector No.

153.....dated 03-02-98 Passed under section

10-A of the Stamp Act. It is certified that on  
amount of Rs. 34,61,350-00 (In Words Rs. Thirty four Lacs Sixty one thousand three hundred fifty

.....) has been Paid in Cash as Stamp  
duty in respect of this instrument in the State

Bank of India / St. Nova by  
challan No. 16.....Dated 12-2-2001 A Case

Dated 13-02-2001

Officer Incharge

Chief Treasury Officer

Gautam Budh Nagar

13/02/2001



For Jaypee Greens Limited

Ria

Director

ARVIND MOHAN SINGH

Manager (Property)

Greene India Industrial  
Development Authority.

13 FEB 2001

विजय कुमार शर्मा प्राम्प विक्रेता  
ला. नं. 14, नौएडा, गौतम बुद्ध नगर

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18/12/2021 2023

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18.15.2007

विषय का विभाजन तथा उपविभाजन

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विनयः सर्वेषां परित्यागः ।

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ॐ रागादिको

பாண்டிச்சேரி

(A) Nitrogen Cycle

15-290 2148-2149

21/10/2014

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**अप-निष्ठा**

॥ श्रीगणेशाय नमः ॥

10.5.

Harvard

ARVIND MOHAN SINGH  
Manager (Property)  
Greater Noida Industrial  
Development Authority.

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LEASE DEED

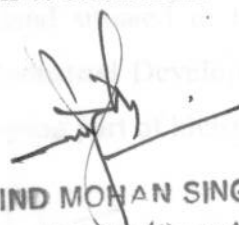
THIS LEASE DEED MADE ON THE 18<sup>th</sup> day of May in the year 2001 between the Greater Noida Industrial Development Authority, a body corporate constituted under section 3 of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) (hereinafter called the "Lessor" which expression shall, unless the context does not so admit include its successors, assigns) of the one part and Jay Pee Greens Limited (earlier known as M/s Mussorie Hotels Ltd.) a Company incorporated under the Companies Act, 1956, having its registered office at 'JA Annexe' 54 Basant Lok, Vasant Vihar New Delhi pin-110057 represented hereby through its Director, Mrs. Rita Dixit, hereinafter called the "Lessee" (which term shall, unless, repugnant to or inconsistent with the context mean and include its successors in interest and assings) of the other part.

WHEREAS by a Deed of Lease made on the 8th day of June, 2000 between the Lessor and Lessee and registered under Book No.1 volume No.246 page No.1019/1052 at the office of sub Registrar at Gautam Budh Nagar, the Lessor has demised the land 222.42 Acres situated at Greater Noida and more particularly described in the said Lease Deed for a period of 94 years.

And whereas no Lease Deed was executed in respect of khasra No. 217,220, 221,224,264,102,103,104,45,244,245,246,266,268 of village-Haldona, Distt.-Gautam Budh Nagar the land covered therein is also part of the proposed Golf Course. The lessor now intends to excute the same except khasara No. 102, 103 & 104 of village Haldona and as such hereby execute the present lease deed on the following terms & conditions.

For Jaypee Greens Limited

*Rita*  
Director

  
ARVIND MOHAN SINGH  
Manager (Property)  
Greater Noida Industrial  
Development Authority.

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1. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

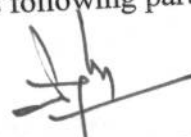
That in consideration of the premium of Rs. 3,39,33,165.00 (Rupees three crores thirty nine lacs thirty three thousand one hundred sixty five only) out of which Rs. 1,01,79,950.00 (Rupees One crore one lacs seventy nine thousand nine hundred fifty only) have been paid by the lessee to the Lessor (the receipt whereof the Lessor doth hereby acknowledges) and the balance of which is to be paid by the lessee in the manner hereinafter provided in installments on dates specified below:

1. 23,75,321.00	4.12.2001
2. 23,75,321.00	4.12.2002
3. 23,75,321.00	4.12.2003
4. 23,75,321.00	4.12.2004
5. 23,75,321.00	4.12.2005
6. 23,75,321.00	4.12.2006
7. 23,75,321.00	4.12.2007
8. 23,75,321.00	4.12.2008
9. 23,75,321.00	4.12.2009
10. 23,75,326.00	4.12.2010

And the lessee has also further agreed to pay Rs. 8,48,330.00 as per year lease rent determinable @ 2.5% of Rs. 3,39,33,165.00 the total premium of the plot. This will be the annual lease rent which the lessee shall pay every year in advance to the lessor.

AND in consideration to payment made and/or agreed to pay by the lessee to the lessor, the lessor doth hereby demise and lease to the lessee, the plot of land situated in Block Surajpur Kasma Road at Sector No. 19 and 25 in Greater Noida Industrial Development Area, District Gautam Budh Nagar admeasuring 14.4565 acres following part of khasra

For Jaypee Greens Limited  
  
Director

  
ARVIND MOHAN SINGH  
Manager (Property)  
Greater Noida Industrial  
Development Authority.

No.217,220, 221,224,264,45,244,245,246,266,268 of village-Haldona , Distt.-Gautam  
Budh Nagar and bonded as follows :-

ON THE NORTH -WEST BY -

ON THE EAST - EAST BY - As per lease plan enclosed.

ON THE WEST BY -

And that the said plot is more clearly delineated and shown in the attached Lease/sizra plan  
and therein marked green.

TO HOLD the said plot (hereinafter referred to as "the demised premises") with their  
appurtenances unto the Lessee to the term of Ninety Four Years Commencing from (the  
executed lease deed dated 8.6.2000 for 222.42 acres of land) 8.6.2000, except and always  
reserving to the Lessor,

- a) A right to lay water mains, drains, sewers or electric wires and such other  
services necessary for the township under, above or through the demised premises,  
if deemed necessary by the Lessor in developing the area.
- b) Full rights and title to all mines and minerals in and under the demised  
premises or any part thereof.

For Jaypee Greens Limited

*Rita*

Director

*Arvind Mohan Singh*  
**ARVIND MOHAN SINGH**  
Manager (Property)  
Estate & Industrial  
Development Authority.

II) AND THE LESSEE DOTH HEREBY DECLARE AND COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING:

- a) That the lessee will pay to the lessor the balance premium in the installments mentioned in clause I above alongwith interest @ 15% P.A. on the outstanding balance premium by the dates mentioned therein. If the lessee fail to pay any installment alongwith interest by the due date , he shall thereafter pay the same with interest @ 20% p.a. on such amounts in arrears from the due date till the date of payment provided that for failure to pay three consecutive installments or any installment/amount continuously for six months, whichever is earlier, the lessor may determine the lease with penalties and consequences given in clause III hereinafter.
- b) That the Lessee will bear, pay and discharge all rates assessments of every description including benefication levy which during the said term be assessed, charged or imposed upon either on the landlord or the tenant or the occupier in respect of demised premises or the buildings to be erected thereupon.
- c) That the lessee will obey and submit to all directions issued or regulations made by the Lessor now existing or hereafter to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the place.
- d) That the Lessee will at his own cost develop and erect on the demised premises in accordance with the plan, elevation, and design to be approved by the Lessor or any officer authorised by the Lessor in that behalf in writing and in a substantial workman like manner, building only with all necessary sewers, drains

For Jaypee Greens Limited

  
Director

  
ARVIND MOHAN SINGH

Manager (Property)  
Greater Lucknow Industrial  
Development Authority.

and other appurtenances according to the directions issued or regulations made in respect of building, drains, latrines and connection with sewers.

e) That the lessee will keep the demised premises and the buildings:

i) at all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor;

ii) and the available facilities as well as the surroundings neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.

f) That the lessee shall abide by all Regulations, by-laws, Directions and Guidelines of the Authority framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and rules made therein.

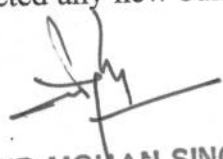
g) In case of non-compliance of terms and directions of lessor, the lessor shall have the right to impose such penalty as the lessor may consider just and/ or expedient.

h) If the maintenance work of any area is not found satisfactory as per the lessor's guidelines, then the required maintenance work will be carried out by the lessor and the expenses incurred in carrying out such works will be borne by the lessee. The decision of the lessor will be final as to the expenses incurred in the maintenance work.

i) That the lessee will not make, or permit to be made, any alteration in or additions to the layout of the course and said buildings or other erections for the time being on the demised premises, erect or permit to be erected any new building

For Jaypee Greens Limited

  
Director


  
ARVIND MOHAN SINGH  
Manager (Property)  
Greater Noida Industrial  
Development Authority.

on the demised premises without the previous permission in writing of the lessor and except in accordance with the terms of such permission in writing of the plan if any, approved by the Lessor or any officer authorised by Lessor in that behalf and in case of any deviation from such terms of plan, lessee will immediately upon receipt of notice from the lessor or such officer requiring him so to do, correct such deviation as aforesaid and if the lessee shall neglect to correct such deviation for the space of one calendar month after the receipt of such notice then it shall be lawful for the lessor to cause such deviation to be corrected at the expenses of the lessee which expenses of the lessor the lessee hereby agrees to reimburse by paying to the lessor such amount as the lessor (whose decision shall be final) shall fix in that behalf.

j) That in the previous lease deed dated 8.6.2000 land equivalent to 222.42 acres was leased out to the lessee with a stipulation to use a minimum 182 acres land for construction of Golf Course including club house facility and remaining 40.42 acres for the purpose of constructing villas, condominiums and houses for residential purpose and hotel, tennis academy and other commercial/institutional use. The land covered in the present lease deed is 14.4565 acres and the same shall be the part of Golf Course & shall used in the similar proportion . 11.85433 acre shall be used for construction of Golf Course, club house facilities etc. This is the purpose for which the 182 acres of land is to be used in the previous lease deed and 2.60217 acres shall be used for constructing villas, condominiums and houses for residential purpose and hotel, tennis academy and other commercial/institutional used and the purpose for which 40.42 acres of land was permitted to be use in the previous lease deed dated 8.6.2000. The lessee may make the planning for development of Golf Course, taking in consideration jointly the land covered in the lease deed dated 8.6.2000 and the present lease deed. The total land which lessee may use for construction of villas etc. as mentioned above shall be 43.02217 acre

For Jaypee Greens Limited

*Ria*  
Director

  
ARVIND MOHAN SINGH  
Manager (Property)  
Joint Development Authority.

k) That the lessee will in no case assign, relinquish( except in favour of the Lessor) sublet, transfer or part with possession of the Golf Course and the hotel without prior permission of the Lessor. The transfer of plot to lessee's legal heir will be allowed with prior permission of the Lessor or an officer authorised by him/her in this regard.

The lessee is entitled to grant license to its customers on time-share basis for the lease period or such other basis in respect of resorts and hotels and other amenities put up in the demised premises.

Transfer permission may be given at the discretion of the lessor or an officer authorised by them in accordance with the policy prevailing at that time. The discretion of the lessor in the matter shall be conclusive, binding and final.

The lessee may, however, with the prior permission of the lessor and subject to such conditions as it may impose, mortgage the demised premises to any Government/Semi Government organization /Financial Institution/ Individuals /Firms/ Body Corporate /Banks for the purpose of securing loan for acquiring the plot/ construction.

In case of transfer, transfer charges as fixed by the lessor shall be payable by the lessee at the time of transfer.

l) That the lessor shall have first charge upon demised premises for the amount of unpaid balance and charges, interest and other dues of the lessor.

For Jaypee Greens Limited

*Rita*  
Director

*Arvind Mohan Singh*  
ARVIND MOHAN SINGH

Manager (Property)  
Greater Noida Industrial  
Development Authority.

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m) That the lessee will not assign, relinquish, mortgage, sublet, transfer, part with possession of any portion less than the whole or the Golf Course and Hotel building thereon nor cause any sub-division thereof by metes and bounds or otherwise.

n) That every transfer, assignment, relinquishment, mortgage, subletting of the whole of the course or building or both shall be subject to and the transferee, assignee or sub-lessee shall be bound by all covenants and conditions herein contained and be answerable to the lessor in all respect therefor.


o) That no transfer charges shall be levied by the lessor for the first sale of residential and commercial area. However, for the subsequent sales, transfer charges would be livable as per the rates prevalent at the time of such transfer.

PROVIDED always that if the lessee or his/her/their/its transferee or permitted assignees as the case may be, will assign, relinquish, mortgage, sub-let or transfer the course, demised premises and building thereon as a whole or residue on the said terms he/she/its will deliver at his/her/its/their own expense to the lessor at its office attested copy of the assignment, relinquishment, mortgage or transfer deed together with a notice thereof within a month after the same shall have been duly registered under the Indian Registration Act or any other amending statute.

p) That the lessee will permit the members, officers and subordinates of the lessor and workmen and other employed by the lessor from time to time and at all reasonable time of the day, during the said terms after three days previous notice to enter into and upon the demised premises and building to be erected thereupon in order to inspect the same and carry on necessary works mentioned before and the lessee will give notice of the provisions of this sub-clause to his/her/their/its tenants.

For Jaypee Greens Limited

  
Director

  
ARVIND MOHAN SINGH  
Manager (Property)  
Gurgaon Development Authority

- 10
- q) That the lessee will develop the course and construct all the buildings according to the layout, architectural and elevation control as prescribed by the lessor/competent authority.
- r) That the lessee will not erect or permit to be erected on any part of the demised premises any stable, sheds or other structures of description whatsoever for keeping horse, cattle, poultry or other animals except and in so far as may be allowed by the lessor in writing.
- s) That the lessee shall not exercise his/her/their/its option of determining the lease nor hold the lessor responsible to make good the damage if, by fire, tempest, flood or violence of army or of a mob or other irresistible force, any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
- t) That the lessee shall develop 18 hole Golf Course and construct club house and attendant facilities upon the leased land within a period of three years from the date of execution of lease deed unless extension is allowed by the Lessor in exceptional circumstances and on such conditions as it may impose. Extension may be granted in development on the following charges:
- i) 1<sup>st</sup> year after the stipulated period on payment of 1% of premium as extension charges.
  - ii) 2<sup>nd</sup> year after the lapse of above stipulated period on payment of 2% of premium as extension charges.
  - iii) 3<sup>rd</sup> year after the lapse of above stipulated period on payment of 3% of premium as extension charges.

**For Jaypee Greens Limited**

*[Signature]*  
**Director**

*[Signature]*  
**ARVIND MOHAN SINGH**  
Manager (P. party)  
Greater Noida Industrial  
Development Authority.

- iv) 4<sup>th</sup> year after the lapse of above stipulated period on payment of 4% of premium as extension charges.

No extension in any case be granted after four years from the period stipulated for development in sub-clause (t).

- u) That the lessor only in the exceptional circumstances shall give the extension. In case the lessee does not develop the course and construct building within the time provided for above, this deed of lease will be void and his interest in the property will be determined.
- v) The lessee shall obtain affiliation and rating (71 and 72) from Indian Golf Union within three years from the date of completion of the project and shall maintain this affiliation and rating in future. The course shall have minimum 6200 mts. of total length of holes.
- w) The annual lease rent mentioned in clause I above may be enhanced on the expiry of every 15 years. However, the amount of lease rent so enhanced shall not be more than 50% of the amount last fixed. In such case supplementary deed shall be executed.

The lessee can also pay entire lease rent for 94 years in lump sum by paying eleven times the amount of one years lease rent.

- x) The lessee shall maintain hygienic standards in the health club, kitchens and hotel as per norms of Indian Tourism Development Corporation.

For Jaypee Greens Limited

*Rita*  
Director

*Arvind Mohan Singh*  
ARVIND MOHAN SINGH  
Manager (Property)  
Central Industrial  
Development Authority.

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III) AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWING;

A) Notwithstanding anything hereinbefore contained if there shall have been in the opinion of the lessor (whose decision shall be final and binding) any breach by the lessee or any person claiming through or under him/her/them/its of any of the covenants or conditions hereinbefore contained and on his/her/their/its part to be observed and performed and in particular and without prejudice to the generality of the sub-clause, if the lessee transfers, relinquishes, mortgages or assigns the whole or part of the demised premises before constructing a building on it as hereinbefore provided within the period mentioned in clause II (t) it shall be lawful for the lessor, without prejudice to any other right of the lessor in respect of any breach of agreement, to re-enter the demised premises or any part thereof and determine this lease and thereupon if:

i) At the time of re-entry, if the demised premises has not been occupied by the lessee by way of constructing a building or development of course thereon the lessor may re-allot the demised premises and entire deposited amount shall stand forfeited in favour of the lessor.

ii) At the time of re-entry :-

a) If the demised premises are occupied by any building constructed by the Lessee thereon the lessee shall within a period of three months from the date of re-entry remove from the demised premises all erections or buildings, fixtures and things which at any time and during the terms shall be affixed or set up within or upon the said premises and leave the said premises in as good a condition as it was on the date of demise, in default whereof the same shall become the property of the lessor without payment

For Jaypee Greens Limited

*Ria*  
Director

*Arvind Mohan Singh*  
ARVIND MOHAN SINGH  
Manager (Property)  
Estate & Industrial  
Development Authority.

of any compensation to the lessee for the land and the buildings, fixture and things thereon.

b) After the re-entry, the lessor shall be entitled to re-allot the land within the time stipulated above. However, provisions will be made to provide reasonable security at the cost of lessee for the building, fixture and fitting of lessee till time period of three months mentioned above is lapsed.

c) The lessor may at its option agree to purchase the said erection, buildings and fixtures upon payment to the lessee of the price therefor and for his interest in the premises as may be mutually agreed upon.

B) If lessee is found to have obtained the allotment and the lease of the demised premises by any misrepresentation and misstatement or fraud the lease may be cancelled and the possession of the demised premises may be taken over by the lessor alongwith forfeiture of total deposits and the lessee in such an event will not be entitled to claim any compensation in respect thereof.

C) If the lessee commits any act or omission on the demised premises resulting in nuisance, it shall be lawful for the lessor to ask the lessee to remove the nuisance within a reasonable period failing which the lessor shall itself get the nuisance removed at lessee's cost and charge damages from the lessee during the period of subsistence of nuisance.

D) Any losses suffered by the lessor on a fresh grant of demised premises for breaches of condition aforesaid on the part of the lessee or any persons claiming through or under him shall be recoverable by the Lessor.

E) All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 ( U.P. Act

For Jaypee Greens Limited

*Rita*  
Director

*[Signature]*  
ARVIND MOHAN SINGH  
Manager (Property)  
Greater Noida Industrial  
Development Authority.

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No.6 of 1976) or any rules or regulations made thereunder shall be deemed to be duly served as provided u/s 43 of the U.P. Urban Planning and Development Act, 1973 as re-annexed and modified by the Uttar Pradesh President's Act ( Re-enactment with modifications) Act, 1974 ( U.P.Act.No.30 of 1974).

F) All powers exercised by the Lessor under this lease may be exercised by the Chief Executive Officer of the Lessor. The lessor may also authorise any of its other officers to exercise all or Any of the powers exercisable by it under this lease.

PROVIDED that the expression Chief Executive Officer shall include the Chief Executive Officer for the time being or any other Officer who is entrusted by the Lessor with the functions similar to those of Chief Executive Officer.

G) The entire legal expenses of execution of the Lease Deed including stamp duty and registration charges shall be born by the lessee.

H) Any relaxation, concession or indulgence granted by the lessor to the lessee shall not in any way prejudice the legal right of the lessor.

I) All arrears payable to lessor shall be recoverable as arrears of land revenue.

J) The Chief Executive Officer of the Lessor reserves the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and/or expedient.

K) In the event of any dispute with regard to the terms and conditions of the lease deed, same shall be subject to the jurisdiction of District Court at Gautam Budh Nagar (where the property is situated) or the High Court of judicature at Allahabad.

For Jaypee Greens Limited

Ria

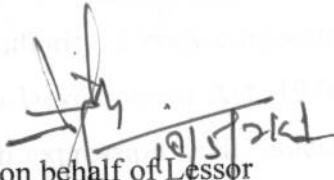
Director

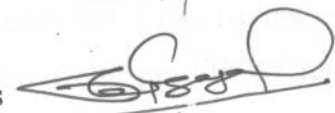
ARVIND MOHAN SINGH  
Manager (Property)  
Greater Noida Industrial  
Development Authority.

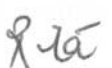
IN WITNESS WHEREOF THE parties hereto have set their hands on the day and in the year herein first above written.

In the presence:

1. Witness Blagannal  
(H.L. Agannal)  
J-218, Saket  
New Delhi - 17

  
For & on behalf of Lessor  
**ARVIND MOHAN SINGH**  
Manager (Property)  
Greater Noida Industrial  
Development Authority.

2. Witness   
(Rajeev Goyal)  
42-D, Nilgiri-1  
Sector - 34,  
Noida - 201307

For & on behalf of the Lessee  
**For Jaypee Greens Limited**  
  
Director

IN WITNESS WHEREOF THE parties hereto have set their hands on the day and in the year herein first above written.

In the presence of

ARVIND MOHAN SINGH  
Manager (Company)  
Bharat Kisan Industrial  
Development Authority.

for Japoo Greens Limited

Director

Witness  
(H. L. Singh)  
T. S. Singh  
T. S. Singh

Witness  
(H. L. Singh)  
T. S. Singh  
T. S. Singh



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शही नं० 1 जिल्ह 331 के प्लॉट 428 के अन्वये 3178  
एव बाब दिनांक 18/5/2001 को रजिस्ट्री की गई है।

उप-निदेशक  
प्रतिष्ठान कृषि विभाग