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81

भारतीय गैर न्यायिक

पचास रुपये

FIFTY RUPEES



INDIA NON JUDI

उत्तर प्रदेश **UTTAR PRADESH**

G 424584

0315 1705 1825 1945 2065 2185 2305 2425 2545 2665 2785 2905 3025 3145 3265 3385 3505 3625 3745 3865 3985 4105 4225 4345 4465 4585 4705 4825 4945 5065 5185 5305 5425 5545 5665 5785 5905 6025 6145 6265 6385 6505 6625 6745 6865 6985 7105 7225 7345 7465 7585 7705 7825 7945 8065 8185 8305 8425 8545 8665 8785 8905 9025 9145 9265 9385 9505 9625 9745 9865 9985

Stamp Duty Paid in Cash Certificate in favour of

Accord Hotels ^{and} Resorts Pvt. Ltd.
A-15 Second Floor Hauz Khas New Delhi

In Pursuance of the order of the Collector
No. Memo Dated 22-10-08 Passed under
section 10-A of the Stamp Act. It is certified that
an amount of Rs. 40,16,900/-
(in words Rs. Forty Crores Four)
has been Paid in Cash as stamp Duty in Respect
of this instrument in the State Bank of India
Treasury No. SRINoida
by Chalan No. 04 Dated 25-10-2008
a Copy of Which is annexed herewith.

Lac Sixty Nine thousand only

Date 21/10/08

Officer-in-Charge
Treasury
Gautam Budh Nagar
21/10/08

For JAYPEE INFRATECH LIMITED

(Sameer Gaur)
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

Director/Authorised

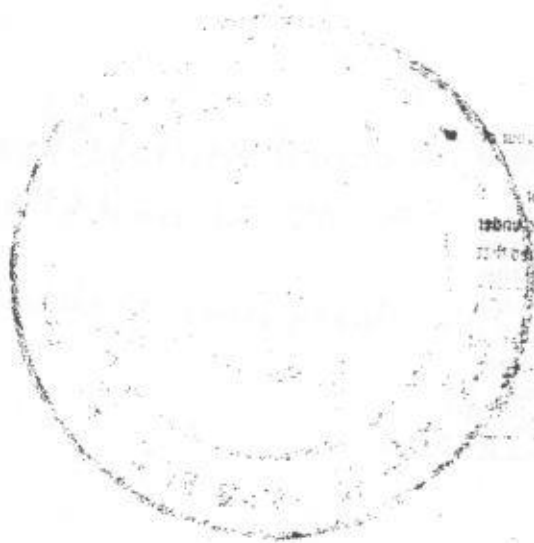
27 OCT 2008
से शापित
संख्या

M/s Accord Hotels And Resort

Pvt. Ltd.

A-15, IInd Floor Harey Khas

N. Delhi



For JAYPEE IN-RR

Director-in-Charge

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL
SUB-LEASE DEED

राज्य उत्तर प्रदेश

THIS SUB-LEASE is made on this 2nd day of December 2008 between G 424585

Jaypee Infratech Limited (JIL), a company incorporated under the Companies Act, 1956 and having its Registered Office at Sector -128, Noida, U.P., India (hereinafter referred to as the " **Sub-Lessor** " which expression shall, unless repugnant to the context, mean and include its successors and assigns), acting through its authorized signatory Shri Sameer Gaur who is duly empowered and competent to execute and bind the **Sub-Lessor** under this **SUB-LEASE DEED**.

AND

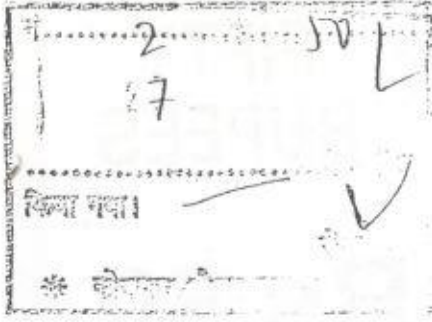
Accord Hotels and Resorts Private Ltd. (AHR), a company incorporated under the Companies Act, 1956 and having its Registered Office at A -15, Hauz Khas, 2nd Floor, New Delhi - 110016 (hereinafter referred to as the " **Sub-Lessee** " which expression shall, unless repugnant to the context, mean and include its successors and assigns), acting through its authorized signatory Ms. Prabha Gupta, who is duly empowered and competent to execute and bind the **Sub-Lessee** under this **SUB-LEASE DEED**.

For JAYPEE INFRATECH LIMITED

Sameer Gaur
(Sameer Gaur)
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

Prabha Gupta
Director/Authorised Signatory



M/s Accord Hotels And Resort
Pvt. Ltd.
A-15 IInd Floor Hazrat Nizamuddin

40,000,000.00

उप पट्टा विलेख

(84 वर्ष, 9 माह) N. Delhi

5,000.00

80

5,080.00

4,000

प्रतिफल मालियत आगत वार्षिक किराया फीस रजिस्ट्री नकल द प्रति शुल्क योग शब्द लगभग

श्री/श्रीमती मै0 Jaypee Infratech Ltd द्वारा समीर गौड़

पुत्र / पत्नी श्री पुत्र जय प्रकाश गौड़

पेशा व्यापार

निवासी स्थायी सेक्टर 128 नोएडा

अस्थायी पता उक्त

ने वह लेखपत्र इस कार्यालय दिनांक 2/12/2008 समय 6:14PM

वत्रे निबन्धन हेतु पेश किया।



K.K.MISHRA

उप निबन्धक (प्रथम)
नोएडा

2/12/2008

Sangas

निष्पादन लेखपत्र वाद मुनने व समझने मजबूत व पाप्न धनराशि रु. प्रलेखानुसार उक्त

पट्टा दाता

श्री/श्रीमती मै0 Jaypee Infratech Ltd द्वारा
समीर गौड़

पुत्र/पत्नी श्री पुत्र जय प्रकाश गौड़

पेशा व्यापार

निवासी सेक्टर 128 नोएडा

पट्टा गृहीता

श्री/श्रीमती मै0 Accord Hotels and Resorts
Pvt.Ltd. द्वारा प्रभा गुप्ता

पुत्र/पत्नी श्री पुत्री स्व0 अम्बा प्रसाद

पेशा व्यापार

निवासी ए-15, हौज खास, द्वितीय ब्ल, नई दिल्ली-16



ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री अशोक खेरा

पुत्र श्री पुत्र ओ.पी.खेरा

पेशा नौकरी

निवासी 125, सेक्टर 14 फरीदाबाद

व श्री रवि सक्सेना

पुत्र श्री पुत्र राम चन्द्र सक्सेना

पेशा नौकरी

निवासी जी-105/56 नोएडा

ने की।

पत्राचार भद्र याक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



Prabha Gupta

K.K.MISHRA

उप निबन्धक (प्रथम)
नोएडा

2/12/2008

भारतीय गैर न्यायिक INDIA NON JUDICIAL

₹.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

उत्तर प्रदेश UTTAR PRADESH

PHOTO COPY

H 248813

This stamp paper is integral

For Accord Hotels & Resorts Pvt. Ltd.

Heba Gupta

Director/Authorised Signatory

For JAYPEE INFRATECH LIMITED

Samoor Gaur

(Samoor Gaur)
Director-in-Charge



नम सं. 115 स्टाम्प विक्रय की तिथि DEC 2008

स्टाम्प क्रय करने का प्रयोजन.

स्टाम्प क्रेता का नाम व पुरा पता

स्टाम्प की धनराशि. 5000

बिजेन्द्र सिंह स्टाम्प विक्रेता

नं० नं० 33 ला० अर्वाधि 31-3-2008

शुचि निबन्धक कार्यालय परिसर, नोएडा

Accord. Hotels and Resorts Pvt Ltd.

A 18 second floor 1402 Fl. ()
New del

पट्टा दाता

Registration No 4059

Year: 2008

Book No. 1

0101 मै0 Jaypee Infratech Ltd द्वारा समीर गौड़

पुत्र जय प्रकाश गौड़

सेक्टर 128 नोएडा

व्यापार

Sanger

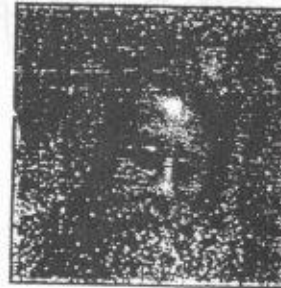


0101 मै0 Jaypee Infratech Ltd द्वारा समीर गौड़

पुत्र जय प्रकाश गौड़

सेक्टर 128 नोएडा

व्यापार



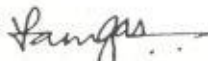
JAYPEE INFRA TECH LIMITED

(Sanger Gaur)
Director-in-Charge

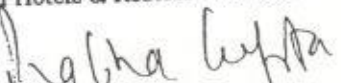
WHEREAS

- A. The Government of Uttar Pradesh had set up **Taj Expressway Industrial Development Authority** [subsequently renamed as **Yamuna Expressway Industrial Development Authority (YEA)**], a statutory body constituted under U.P. Industrial Area Development Act, 1976 and having its principal office at A-1, First Floor, Commercial Complex, F-Block, Sector Beta - 2, Greater Noida, Distt Gautam Budh Nagar, U.P., India, for anchoring development of Taj Expressway Project [**subsequently renamed as Yamuna Expressway Project**] which, inter alia, includes construction of six lane, 160 Km long Super Expressway with service roads and associated facilities connecting Noida and Agra, passing through a virgin area along the River Yamuna (hereinafter collectively referred to as the "**Expressway**")
- B. i) **YEA** entered into a **Concession Agreement** dated 7th February, 2003 with the Jaiprakash Industries Limited (hereinafter referred to as the "**Concession Agreement**") where under the **YEA** granted to the **Sub- Lessor** the concession for, inter alia, preparation of a Techno Economic Feasibility Report and Detailed Project Report, arrangement of finances and design, engineering, construction and operation of the said Expressway.
- ii) By a Scheme of Amalgamation approved by the Hon 'ble High Court of judicature at Allahabad by order dated March 10, 2004 passed under Section 394 of the Companies Act, 1956 in Company Petition No. 26 of 2003, Jaiprakash Industries Limited was amalgamated and merged with Jaypee Cement Limited with effect from April 1, 2002.

For JAYPEE INFRATECH LIMITED ²

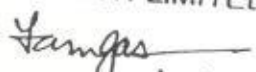

(Sameer Gaur)
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.


Director/Authorised Signatory

- iii) Pursuant to Special Resolution passed by Jaypee Cement Limited on March 29, 2003 under section 21 of the Companies Act, 1956 and approval of the Central Government accorded by letter dated March 11, 2004, name of Jaypee Cement Ltd. was changed to Jaiprakash Associates Ltd. (**JAL**) with effect from March 11, 2004, as evidenced by Fresh Certificate of Incorporation dated March 11, 2004 issued by the Registrar of Companies, Kanpur.
- iv) That as per directions of **YEA**, **JAL** incorporated a SPV by the name Jaypee Infratech Limited (**JIL**) and has assigned and transferred the **Yamuna Expressway Project** to **JIL** vide agreements dated 19th October 2007 and 22nd October 2007 respectively.
- v) That as a result of the said assignment and transfer, **JIL** has stepped into the shoes of **JAL** as a Concessionaire under the said **Concession Agreement (The Concessionaire)** and has assumed all the rights and obligations of the **JAL** under the **Concession Agreement**.
- C. **YEA** as Lessor (hereinafter referred to as the "**Principal Lessor**") in part discharge of its obligation under the **Concession Agreement** for inter alia , transfer of **Land for Development**, executed a lease deed in favour of the **Concessionaire**, duly registered with the competent authority, in respect of land admeasuring about 136.400 acres (hereinafter referred to as the "**Land**") situated in sector 128, Noida more particularly described in **Schedule - 1**, annexed hereto.

For JAYPEE INFRA TECH LIMITED


(Sameer Gaur)
Director-in-Charge

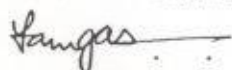
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For Accord Hotels & Resorts Pvt. Ltd.

Director/Authorised Signatory

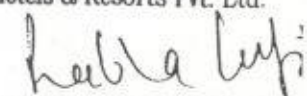
- D. The possession of the Land had been delivered to the **Sub-Lessor** by the **Principal Lessor**, out of which 23.4780 acres of land was surrendered by the **Sub-Lessor** to the **Principal Lessor**, (hereinafter referred to as the "**Surrendered Land**"), duly registered with the competent authority, and accordingly only 112.9220 acres of the balance land (hereinafter referred to as the "**Demised Land**") is now in the possession of the **Sub-Lessor**.
- E. At the request of **Sub-Lessee**, **Sub-Lessor** has agreed to Sub-lease to the **Sub-lessee** a part of the **Demised Land** admeasuring 10 acres of land situated in Sector 128, Noida, Distt. Gautam Budh Nagar (U.P) delineated in Green color, (hereinafter referred to as the "**Subject Land**"), in **Schedule - 1** and covered by and leased to the **Sub-Lessor** by the **Principal Lessor (YEA)** under the **Lease Deed** dated 28.02.2003 registered in Book No.1, Volume No. 373, Pages 39-72, Serial number 1656/1657, dated 28.02.2003; Deed of Assignment dated 27.11.2007 registered in Book No. 1, Volume No. 1145, Pages 177-196, Serial number 3510, dated 27.11.2007 and Surrender Deed dated 19.12.2007 registered in Book No. 1, Volume No. 1165, Pages 395-414, Serial number 3718, dated 20.12.2007, at the office of the Sub Registrar III, Noida (hereinafter collectively referred to as the "**Principal Lease Deed**") together with all and singular liberties, privileges, rights, easements, appurtenances, obligations and liabilities of the **Sub-Lessor** in respect thereof under the **Principal Lease Deed** for the purposes of development and subsequent transfer thereof to third parties for the unexpired period of the **Principal Lease Deed** and renewals, if any, thereof subject to and on the terms and conditions including limitations as expressly set forth hereinafter.

For JAYPEE INFRATECH LIMITED


(Sameer Gaur)
Director-in-Charge

4

For Accord Hotels & Resorts Pvt. Ltd.

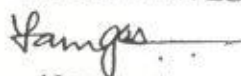

Director/Authorised Signatory

F. With the **Sub-Lessee** and the **Sub-Lessor** having mutually agreed to the terms and conditions of this **SUB-LEASE DEED** in relation to the **Subject Land**, it is deemed necessary and expedient to record the terms of the **Sub-Lease** hereby granted in favour of the **Sub-Lessee**.

NOW, THEREFORE, THIS **SUB-LEASE DEED** WITNESSETH AS FOLLOWS:

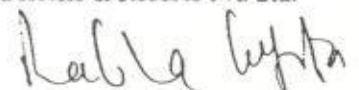
1. In consideration of the premium of Rs. 14,00,00,000/- (Rupees Fourteen Crores Only), the receipt of which the **Sub-Lessor** hereby acknowledges, and of the sub-lease rent payable to the **Principal Lessor** hereinafter reserved and of the covenants and conditions on the part of the **Sub-Lessee** hereinafter contained, the **Sub-Lessor** hereby demises and assigns and transfers unto the **Sub-Lessee** all that the plot of land delineated in Green color on the Land plan, annexed herewith as **SCHEDULE-1** and containing by admeasurement a total area of 10 (ten) acres (approx 40468.56 sq. mtrs.) together with all rights, title, interest, privileges, easements and obligations thereto of the **Sub-Lessor** in respect of or relating to the **Subject Land** under and as set forth in the **Principal Lease Deed** subject to and on the terms and conditions including limitations contained hereinafter, to hold the same unto the **Sub-Lessee** for the unexpired term of the principal lease under the **Principal Lease Deed** (hereinafter referred to as the "Term")
2. The **Sub-Lessor** covenants and warrants that:
 - a. The **Principal Lease Deed** is subsisting and has not been terminated by the **Principal Lessor** and the **Sub-Lessor** has thereunder full right and authority to grant the sub-lease of the **Subject Land** to the **Sub-Lessee** and upon the **Sub-Lessee**/its transferees/sub-lessees/licensees and their transferees/sub-lessees/licensees/tenants paying to the **Principal Lessor** the

For JAYPEE INFRATECH LIMITED


(Sameer Gaur)
Director-in-Charge

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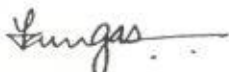
For Accord Hotels & Resorts Pvt. Ltd.


Director/Authorised Signatory

Lease Rent hereby reserved and observing and performing the covenants and obligations herein contained, the **Sub-Lessee** / its transferees / sub-lessees / licensees and their transferees/sub-lessees/licensees/ tenants shall as provided in the **Principal Lease Deed** peaceably and quietly hold, possess and enjoy and have and be entitled to the rights which the **Sub-Lessor** has or may have under the **Principal Lease Deed** in relation to the **Subject Land** subject to and on the terms and conditions including limitations contained in this **SUB-LEASE DEED**.

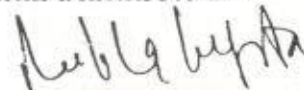
- b. The **Sub-Lessor** has not created any encumbrances, mortgages, charges, pledges, lien, hypothecation, security, interest, assignment, privilege or priority of any kind having the effect of security or other such obligations (collectively the "**Encumbrances**") and has no prior subsisting agreement to sub-lease, transfer or license in any manner the whole or any part of the **Subject Land**
- c. The **Sub Lessor** has submitted to New Okhla Industrial Development Authority (**NOIDA**) for its approval the land use plan and the layout plan for 1162 acres of land including the **Subject Land** vide Letter No. JIL/YEP-LD on 27th October 2008. The approval of **NOIDA** for said plans is awaited and the said plans may be revised by the **Sub Lessor**, as considered appropriate or necessary. The plans as shall be approved by **NOIDA** shall hereinafter referred to as the "**Approved Plans**"
3. The **Sub-Lessee** hereby covenants with and warrants to the **Sub-Lessor** as follows:
- a. The **Sub-Lessee** shall observe and comply with the terms, reservations, covenants and conditions setforth in the **Principal**

For JAYPEE INFRATECH LIMITED


(Sameer Gaur)
Director-in-Charge

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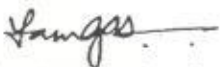
For Accord Hotels & Resorts Pvt. Ltd.


Director/Authorised Signatory

Lease Deed and required to be observed and complied with by the **Sub-Lessor** as lessee under the said **Principal Lease Deed** to the extent and in relation to the **Subject Land** as set forth therein save and except as may otherwise be expressly provided in this **SUB-LEASE DEED**.

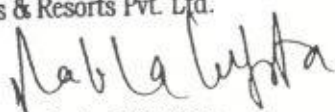
- b. The **Sub-Lessee** shall use the **Subject Land** for the purposes of construction and development of a project as may be permitted under the **Approved Plans** and other applicable regulations of the concerned authority(s) and for no other purpose whatsoever.
- c. The **Sub-Lessee** shall follow and comply with all applicable laws, rules, regulations, orders, directions, etc, of the concerned authorities as applicable to the **Subject Land** including its usage and FAR within the limits as may be described in the **Approved Plans**.
- d. Each further sub-lease and/or transfer shall after the execution thereof be notified by the **Sub-Lessee** and its sub-lessees/transferees/sub-licensees to the **Principal Lessor** and till such time such notification is done, the **Sub-Lessee** along with its transferees/sub-lessees/sub-licensees shall remain jointly and severally liable to the **Principal Lessor** for payment of the Lease Rent in respect of the **Subject Land** and shall indemnify and keep indemnified and saved harmless at all times the **Sub-Lessor** against the same.
- e. The **Sub-Lessor** has been allowed to achieve 150 FAR on the **Land** by the **Principal Lessor** subject to local bye-laws and other statutory provisions and accordingly the entitlement of the **Sub-Lessee** to achieve 150 FAR on the **Subject Land** is subject to local bye-laws or other statutory provisions and if on account thereof it is not possible

For JAYPEE INFRATECH LIMITED


(Sameer Gaur)
Director-in-Charge

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For Accord Hotels & Resorts Pvt. Ltd.

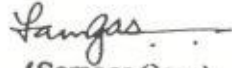

Director/Authorised Signatory

for the **Sub-Lessee** to achieve the said FAR on the **Subject Land** then notwithstanding anything to the contrary contained in the **Principal Lease Deed**, the right of the **Sub-Lessee** / its sub-lessees/transferees / sub-licensees in respect of permissible FAR on the **Subject Land** shall be limited to the total FAR permitted to the **Sub-Lessee** on the **Subject Land** under local bye-laws and other applicable statutory provisions and the **Sub-Lessor** shall not be liable to the **Sub-Lessee** / its sub-lessees/transferees/sub-licensees or to any person claiming through or under any of them for the same in any manner whatsoever and neither the **Sub-Lessee** nor its sub-lessees/transferees/sub-licensees or any person claiming through or under any of them shall have any right to claim any compensation/benefit from the **Sub-Lessor** on that account hereunder or under the **Principal Lease Deed / Concession Agreement**.

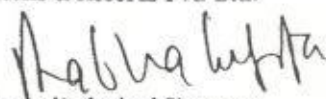
- f. The **Sub-Lessee** and its sub-lessees/transferees/sub-licensees and their/its tenants/licensees etc. shall pay and discharge all rates, taxes, charges and assessment of every description already levied or which may hereafter in future be levied by the **Principal Lessor** or any local or other authority/ Central or State Govt. in respect of the **Subject Land** or part thereof or the buildings and other structures to be erected thereupon or thereabouts by the **Sub-Lessee** / its sub-lessees and their/its transferees/tenants/licensees etc and the **Sub-Lessor** shall not be liable in any manner for the same and the **Sub-Lessee** / its transferees / sub-lessees/licensees and their transferees/sub-lessees/licensees/tenants shall indemnify and keep indemnified and saved harmless the **Sub-Lessor** against any liability that may arise on account thereof at all times.
- g. The **Sub-Lessee** / its sub-lessees/ transferees/licensees and its/their sub lessees/ transferees/tenants/licensees shall follow, obey,

For JAYPEE INFRA TECH LIMITED

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(Sameer Gaur)
Director-in-Charge

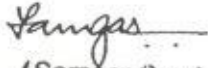
For Accord Hotels & Resorts Pvt. Ltd.


Director/Authorised Signatory

observe and comply with all applicable laws, rules, bye-laws and other regulations and directions of the **Principal Lessor**, the local municipal or other authority now existing or which may hereafter exist in so far as the same relate to the immovable property in the area where the **Subject Land** or any part or parts thereof are/is situated and so far as they affect the health, safety and convenience of other inhabitants of the place and shall indemnify and keep indemnified and saved harmless the **Sub-Lessor** against any liability that may arise on account thereof at all times.

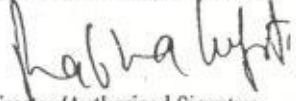
- h. The **Sub-Lessee** shall bear the entire legal expenses for and in relation to execution of this **SUB-LEASE DEED** including the stamp duty and registration charges.
- i. The **Sub-Lessee** / its sub-lessees / transferees and its/their tenants/licensees / transferees etc. shall pay to the **Principal Lessor (YEA)**, rent of the **Subject Land** for the entire period of the sub-lease at the rate of Rs. 100.00 (Rupees One Hundred) per hectare per year or at any other rate so fixed by the **Principal Lessor** or any other competent authority (the "**Lease Rent**"), pro-rata for the portion of the **Subject Land** held by the **Sub-Lessee** / its sub-lessees / transferees and its/their tenants/licensees/transferees etc. The said Lease Rent shall be paid in advance without the **Principal Lessor (YEA)** or the **Sub-Lessor** being required to issue any demand notice, therefor, to the **Sub-Lessee/** its sub-lessees/ transferees/ tenants /licensees and their sub-lessees/transferees/tenants/ licensees.
- j. The **Principal Lessor (YEA)** has full rights and title to all mines and minerals, coals, gold washing, earth oils and quarries in and under the **Subject Land** or any part thereof and to do all acts and things, which may be reasonably necessary or expedient for the purpose

For JAYPEE INFRA TECH LIMITED


(Sameer Gaur)
Director-in-Charge

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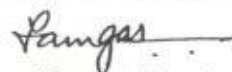
For Accord Hotels & Resorts Pvt. Ltd.


Director/Authorised Signatory

of searching, removing and enjoying the same, without affecting the **Sub-Lessee**/its sub-lessees/transferees/tenants/licensees right to peaceful possession and enjoyment of the whole or any part of the **Subject Land**.

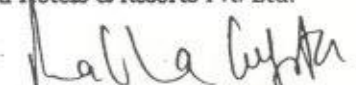
- k. That the **Sub-Lessee**/its successors and its transferees/sub-lessees/tenants/licensees and their sub-lessees /tenants/licensees shall abide by the provisions of the U.P Industrial Area Development Act 1976 (U.P. Act No.6 of 1976) and such rules, regulations or directions as are made or issued thereunder from time to time and shall indemnify and keep indemnified and saved harmless the **Sub-Lessor** against any liability that may arise on account thereof at all times.
- l. That the **Sub-Lessee** / its sub-lessees/ transferees/ tenants/ licensees and their sub-lessees/ transferees/tenants/licensees shall not display or exhibit any pictures, posters, statues, other articles which are repugnant to the morals or are indecent or immoral. The **Sub-Lessee**/ its sub-lessees / transferees / tenants / licensees and their sub-lessees /transferees/ tenants / licensees shall not display or exhibit any advertisement or placard in any part of the exterior wall of the building(s), which shall be constructed over the **Subject Land** or any part thereof by all or any of them, except at places specified for the purpose by the **Principal Lessor (YEA)**.
- m. The **Sub-Lessee** and its sub-lessee/transferees/tenants/licensees and their sub-lessees/transferees/tenants/licensees shall, if and whenever the **Lease Rent** or part thereof hereby reserved shall be in arrear or if there shall be a breach or non observance by the **Sub-Lessee** or any of its transferees/sub-lessees/tenants/licensees and their sub-lessees/transferees/tenants/licensees of any of the covenants and provisions herein contained required to be

For JAYPEE INFRA TECH LIMITED


(Sameer Gaur)
Director-in-Charge

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For Accord Hotels & Resorts Pvt. Ltd.

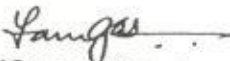

Director/Authorised Signatory

observed or complied with on the part of the **Sub-Lessee**, then and in each such case the liabilities and obligations as set forth in the **Principal Lease Deed** be discharged by the **Sub-Lessee** /its sub-lessees /transferees/tenants/ licensees and their sub-lessees/transferees/tenants/licensees only, to the exclusion of the **Sub-Lessor** and the **Sub-Lessee** or any person claiming through or under the **Sub-Lessee** including its sub-lessees / transferees / tenants/ licensees and their sub-lessees /transferees / tenants / licensees notwithstanding anything to contrary contained in this **SUB-LEASE DEED.**

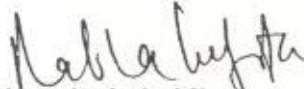
- n. The **Sub-Lessee** and its transferees / sub-lessees / tenants / licensees and their sub-lessees / transferees / tenants / licensees shall at their own cost take independent connection for water supply / drainage / sewerage / electricity connection, whether temporary or regular or otherwise and be liable and responsible for the payment of all security deposits and charges thereof to the concerned authority responsible for provision of the same and the **Sub-Lessor** shall not be liable for the same in any manner whatsoever to the **Sub-Lessee** or any person claiming through or under the **Sub-Lessee** including its sub-lessees / transferees / tenants / licensees / and their sub-lessees / transferees / tenants / licensees anything to the contrary contained in this **SUB-LEASE DEED.**
- o. The **Sub-Lessee** and its transferees / sub-lessees / licensees and their sub-lessees / transferees / tenants / licensees will permit the members, officers and subordinates of the **Principal Lessor** and the workmen and other persons employed by the **Principal Lessor** at all reasonable time of the day, with 7 days prior notice in writing to them, to enter into and upon the whole or any part of the **Subject Land** and/or building(s) that may hereafter be erected thereupon, to inspect the same and to carry on necessary works.

For JAYPEE INFRA TECH LIMITED

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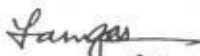

(Sameer Gaur)
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.


Director/Authorised Signatory

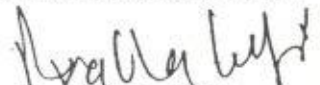
- p. The **Sub-Lessee** and its transferees / sub-lessees / tenants / licensees and their sub lessees / transferees / tenants / licensees shall make such arrangements as are necessary for the maintenance of the buildings / structures that may hereafter be built upon the **Subject Land** or any part or parts thereof and of the Common Services situated thereon and if the same are not properly maintained , the Chief Executive Officer of the **Principal Lessor (the "CEO")** or any officer authorized by the CEO will have the power to get the maintenance done through the **Principal Lessor** and recover the amount so spent from the **Sub-Lessee** and its transferees / sub-lessees / licensees and their sub-lessees / transferees / tenants / licensees and the decision of the **Principal Lessor** as to the amount so spent on such maintenance shall be final and binding on them.
- q. The **Sub-Lessee** and its sub-lessees / transferees / licensees and their transferees / sub-lessees / licensees / tenants shall keep the **Principal Lessor** and the **Sub-Lessor** indemnified against any claims for any damage which may be caused to any property belonging to the **Principal Lessor**/others or which injures or destroys any building or part thereof or other structure contiguous or adjacent to the **Subject Land** or which arises from the actions of the **Sub-Lessee** and / or its sub-lessees / transferees / licensees and their transferees / sub-lessees / licensees / tenants including their workman and/or representatives and the assessment of the **Principal Lessor** as to the extent of such injury or damage or the amount payable pursuant hereto shall be final and binding on the **Sub-Lessee**/its transferees/sub-lessees/licensees and their transferees / sub-lessees / licensees / tenants.

For JAYPEE INFRATECH LIMITED


(Sameer Gaur)
Director-in-Charge

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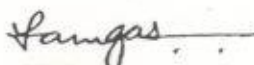
For Accord Hotels & Resorts Pvt. Ltd.


Director/Authorised Signatory

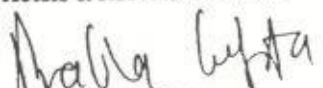
4. It is hereby further agreed between the Parties hereto as follows:
- a. The **Sub-Lessee** shall have the rights acquired by the **Sub-Lessor** under the **Principal Lease Deed** subject to the terms and conditions and the limitations contained in this **SUB-LEASE DEED** and the same shall stand transferred and assigned to the **Sub-Lessee** with the signing of this **SUB-LEASE DEED** and which shall include, inter alia, the right to transfer, sub-lease, sublet, sub-license or otherwise dispose of the interest in the whole or any part or parts of the **Subject Land** together with all of the aforesaid rights, title, claims, interest, privileges, easements, liabilities and obligations therein or relating thereto subject always to the terms and conditions set forth in the **SUB-LEASE DEED** and every such transfer, assignment, sub-lease, sub-license, subletting or otherwise disposition of sub-lessee's rights, title, interest, privileges, easements, liabilities and obligations therein or relating thereto shall be subject to and its transferees / sub-lessees / licensees and their transferees / sub-lessees / licensees / tenants shall be bound by all the covenants and conditions herein contained and be answerable and liable to the **Principal Lessor** in respect thereof.
- b. That upon the expiry or sooner determination of this **Sub-Lease**, the **Sub-Lessee** and each transferee hereinafter of all or any part or parts of the **Subject Land** shall be entitled only to such rights of renewal or otherwise with respect to the **Subject Land** including part or parts thereof as may be available under the **Principal Lease Deed** or in law.
- c. In terms of the **Principal Lease Deed**, the **Principal Lessor** has agreed to carry out external development including electric supply, water supply, drainage arrangements etc. in relation to

For JAYPEE INFRATECH LIMITED

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(Sameer Gaur)
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.


Director/Authorised Signatory

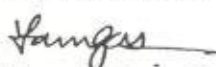
land which are already developed in **NOIDA** within a reasonable period of handing over of such land to the **Sub-Lessor**. Notwithstanding the provision in the **Principal Lease Deed** and / or in any other document, in case the external development, in relation to the **Subject Land**, is not carried out or is delayed by the **Principal Lessor**, the **Sub-Lessor** shall not be liable for any compensation and /or damages and / or in any other manner whatsoever to the **Sub-Lessee**, its transferees /sub-lessees etc., and in case any payment is required to be made to the **Principal Lessor** or to any other authority for the said external development, the **Sub-Lessee** and its transferee hereinafter of whole or any part or parts of the **Subject Land**, shall be liable to pay the same on demand, without demur or cavil, in addition to the consideration for the **Subject Land** or such part or parts thereof at all times in future. The **Sub-Lessee** shall indemnify and keep indemnified and saved harmless the **Sub-Lessor** against any liability that may arise on account thereof at all times.

- d. The **Sub-Lessee** / its transferees / sub-lessees etc. shall be responsible and liable for carrying out all the internal development works in the **Subject Land** or part or parts thereof as the case may be, at their own cost without any liability whatsoever on the **Sub-Lessor**.
- e. The **Sub-Lessor** may enter into separate agreement(s) with other parties in respect of other part(s) of the **Land**. It may be necessary for the **Sub-Lessor** (in case part of the **Land** is kept by the **Sub-Lessor**), **Sub-Lessee** / its sub-lessees / its transferees and the aforesaid other parties to plan and execute certain common facilities/ services for utilization of external development as may be carried out by the **Principal Lessor** or any other relevant

authority. In case the **Sub-Lessee** / its sub-lessees / its transferees and the aforesaid other parties are not able to amicably decide the aforesaid issues among themselves, the **Sub-Lessor** shall give decisions on such issues which will be final and binding on the **Sub-Lessee** / its sub-lessees / its transferees and all aforesaid other parties and shall be outside the purview of sub-para -(j) hereinafter.

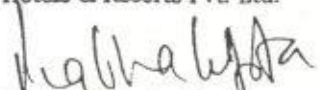
- f In terms of the **Principal Lease Deed** the **Principal Lessor** has agreed and warranted that the **Principal Lessor** shall grant, transfer, convey and assure, from time to time, all its reversionary rights, title and interest, inter alia, in respect of such part of the **Subject Land** as may be required by the **Sub-Lessee** for land use as per the applicable **Master Plan** and other regulations of the local authorities and accordingly the **Sub-Lessee** shall be entitled to approach in this behalf the **Principal Lessor** as provided in the **Principal Lease Deed** and the **Sub-Lessor** shall not have any liability or obligation whatsoever in this behalf.
- g The rights, title, interests, privileges, liabilities and obligations which the **Sub-Lessor** has under the **Principal Lease Deed** specifically limited and defined, shall hereafter for all intent and purposes in relation to the **Subject Land**, subject to the terms and conditions of this **SUB-LEASE DEED**, be deemed to be of the **Sub-Lessee** and each of its transferees to the extent of the **Subject Land** transferred to such transferees.
- h Notwithstanding anything to the contrary contained anywhere in this **SUB-LEASE DEED** and / or any other document, if during the **Term** of this **SUB-LEASE DEED** the rights of the **Sub-Lessee** / its sub-lessees / transferees / tenants / sub-licensees / end users and their sub-lessees / transferees / tenants / sub-licensees / end

For JAYPEE INFRA TECH LIMITED


(Sameer Gaur)
Director-in-Charge

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For Accord Hotels & Resorts Pvt. Ltd.

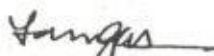

Director/Authorised Signatory

users hereunder shall be prejudicially affected in any way or manner whatsoever due to termination of the **Concession Agreement** and/or **Principal Lease Deed** or on account of any order/decision of the **Principal Lessor** or of any other competent authority or of any Court of Law or for any other reason whatsoever (other than the default of the **Sub - Lessor**), the **Sub-Lessor** shall not be liable to any of them in any manner whatsoever on account thereof. The **Sub-Lessee**/its sub-lessees/transferees/tenants/licensees/ end users shall be responsible and liable to act according to the aforesaid decisions/orders and shall bear all the consequences thereof, including its financial implications, if any without any liability on the **Sub-Lessor** or on the **Principal Lessor** provided however that the **Sub-Lessee** shall be entitled to a proportionate refund of the consideration paid to the **Sub-Lessor** under this **SUB-LEASE DEED** in the event the **Sub-Lessor** receives any compensation, refund or other payment from the **Principal Lessor** or any other authority in connection with such cancellation, order or decision.

i The **Sub-Lessee** acknowledges that in terms of the **Principal Lease Deed**:

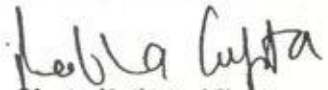
- (i) all powers exercisable by the **Principal Lessor** under the **Principal Lease Deed** may be exercised by the CEO of the **Principal Lessor**, who may authorize any of its other officers to exercise all or any of the powers exercisable by him under the **Principal Lease Deed**; and
- (ii) any relaxation or indulgence granted by the **Principal Lessor** to the **Sub-Lessor** or the **Sub-Lessee** shall not prejudice the legal rights of the **Principal Lessor**.

For JAYPEE INFRA TECH LIMITED


(Sameer Gaur)
Director-In-Charge

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For Accord Hotels & Resorts Pvt. Ltd.


Director/Authorised Signatory

j Save where expressly stated to the contrary in this **SUB-LEASE DEED**, any dispute, difference or controversy of whatever nature, howsoever arising under, out of or in relation to this **SUB-LEASE DEED**, between the Parties and so notified in writing by either Party to the other (the "**Dispute**") in the first instance shall be attempted to be resolved amicably.

Any **Dispute** which is not resolved as provided above shall be decided by reference to arbitration, by three Arbitrators in accordance with the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force.

Each Party shall appoint one Arbitrator and the third Arbitrator, who will preside, shall be nominated jointly by the said two Arbitrators.

The arbitration proceedings shall be conducted in English Language only. The venue of arbitration shall be at New Delhi. The Arbitrators shall give reasoned award.

k This **SUB-LEASE DEED** shall be construed and interpreted in accordance with and governed by the laws of India and Courts at Delhi shall have exclusive jurisdiction over all matters arising out of or relating to this **SUB-LEASE DEED**.

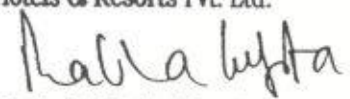
l The expressions "the **Principal Lessor**" the "**Sub-Lessor**" and the "**Sub-Lessee**" hereinabove used shall in the case of (i) the **Principal Lessor** includes its successors in office and assigns (ii) the **Sub-Lessor** includes, its representative, successors and assigns, and (iii) the **Sub-Lessee** includes its representatives, successors, its transferees, its sub-lessees and transferees of each following transferee of whole or any parts or part of the **Subject Land**.

For JAYPEE INFRA TECH LIMITED


(Sameer Gaur)
Director-in-Charge

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For Accord Hotels & Resorts Pvt. Ltd.



Director/Authorised Signatory

m The **Sub-Lessor** shall have the absolute right to revise the **Approved Plans** any time in any manner as it may deem fit without any change in the land use for the **Subject Land**. However, in case it becomes necessary under any rules/regulations/orders of competent authority, to change the land use for the **Subject Land** also, the **Sub-Lessor** shall do it in consultation with the **Sub-Lessee**

IN WITNESS WHEREOF THE **SUB-LESSOR** AND **SUB-LESSEE** HAVE SIGNED THIS **SUB-LEASE DEED** ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

For and on behalf of

Jaypee Infratech Ltd.


Sameer Gaur
Director In Charge

For and on behalf of

**Accord Hotels and
 Resorts Private Ltd.**


Prabha Gupta
Director


WITNESS:

1.




2.




(ASHOK KHERA)
 S/o Sh. P. Kherra
 125, Seelhi
 Rai Lohad

Witnessed By
 A. Khanna
 And No. 2/124/2018
 18/11/2018
 State of Haryana


 Ravi Satish, s/o Ramesh Chandra
 G-105, Sector 5, Gurgaon

आज्ञा दिनांक 02/12/2008 को

वही सं 1 जिल्ला सं 1346

पृष्ठ सं 361 से 406 पर क्रमांक 4059

संशुद्धीकृत किया गया ।


K.K. MISHRA

उप निबन्धक (प्रथम)

नोएडा

2008/2009

