



INDIA NON JUDICIAL



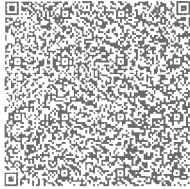
IN-UP56997734180546W

Government of Uttar Pradesh

e-Stamp

Signature: [Signature]
ACC Name: KIRANPREET SINGH, ACC Code: UP14003904
ACC Add: Sub-Registrar Noida, Mob. 9810811293
License No.: 60/99, Noida Dist. G.B. Nagar, UP

Certificate No. : IN-UP56997734180546W
 Certificate Issued Date : 12-Nov-2024 10:55 AM
 Account Reference : NEWIMPACC (SV)/up14003904/ NOIDA/ UP-GBN
 Unique Doc. Reference : SUBIN-UPUP1400390410822163541049W
 Purchased by : DEVESH SAXENA ADVOCATE
 Description of Document : Article 24 Copy or Extract
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : DEVESH SAXENA ADVOCATE
 Second Party : Not Applicable
 Stamp Duty Paid By : DEVESH SAXENA ADVOCATE
 Stamp Duty Amount(Rs.) : 10
 (Ten only)



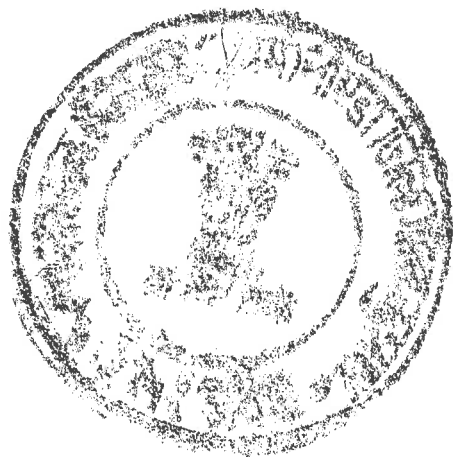
असल चू बचप मय 40484100/ 361 (100)

This Stamp Paper Attached
With Certified
Copy No. - 8576 of 10 24

कार्यालय उपनिबन्धक नोएडा प्रथम
नकल संख्या 8576...मब
...10.11.24... एक किता स्टाम्प पर
फोटो स्टेट जारी की गई
पढा- सत्य प्रतिलिपि
सुना- उप निबन्ध ब्रह्मम
नोएडा

Statutory Alert:

- The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate
- In case of any discrepancy please inform the Competent Authority



T 4059

भारतीय गैर न्यायिक

पचास रुपये

भारत

FIFTY RUPEES



PRADESH

G 424584



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. M. 100 Dated 22-10-08 Passed under
section 10-A of the Stamp Act. It is certified that
an amount of Rs. 40,69,000/-
(In words Rs. Forty Crore Four)
has been Paid in Cash as stamp Duty in Respect
of this instrument in the State Bank of India
Treasury/Sub Treasury of Srinoida
by Chalan No. 04 Dated 25-10-2008
a Copy of Which is annexed herewith.

Lac Sixty Nine thousand only

Date 27/10/08

Officer-in-Charge
Treasury
Gautam Budh Nagar
27/10/08

For JAYPEE INFRA TECH LIMITED

(Sameer Gaur)
Director-in-Charge

(Sameer Gaur)
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

For Accord Hotels & Resorts Pvt. Ltd.

Director/Authorised Signatory

Director/Authorised Signatory

प्रमाणित
हस्ताक्षर

प्रमाणित
हस्ताक्षर

19/10/08

27 OCT 2008
50
27 OCT 2008
27 OCT 2008

M/s Accord Hotels And Res
Pvt. Ltd.
A-15, IInd Floor Hazrat Nizam
N. Delhi



उत्तर



Director in Charge
Director in Charge

JAYEE INFRA TECH LIMITED

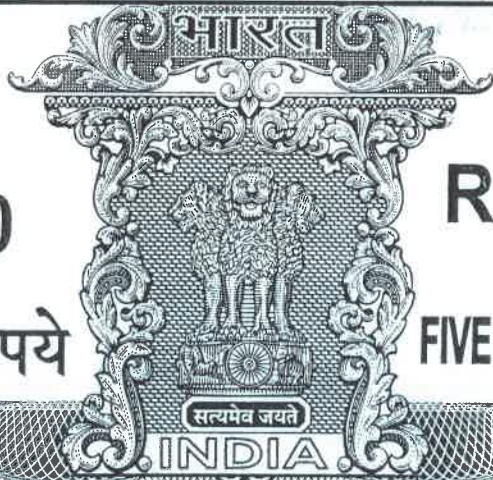
JAYEE INFRA TECH LIMITED
Director in Charge

Director in Charge

363



भारतीय गैर न्यायिक INDIA NON JUDICIAL



₹.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

उत्तर प्रदेश UTTAR PRADESH

H 248813

This stamp paper is integral

For Accord Hotels & Resorts Pvt. Ltd.

Heba Gupta

For JAYPEE INFRATECH LIMITED

Director/Authorised Signatory

Gaur

(Sameer Gaur)
Director-in-Charge

सत्यमेव जयते

सत्यमेव जयते

113
स्टाम्प विक्रय का विवरण
स्टाम्प क्रय करने का प्रयोजन.
स्टाम्प क्रय का नाम व पूरा पता
स्टाम्प की धनराशि 5000

विजेन्द्र सिंह स्टाम्प विक्रेता
पिन नं० 33 ला० अक्टू 31-3-2000
निबन्धक कार्यालय परिसर, नोएडा

Accord. Hotels and Resorts Pvt Ltd.
A 18 second floor Hauz Khas
New del

उप पट्टा विलेख (84 वर्ष, 9 माह)
40,000,000.00 5,000.00 80 5,080.00 4,000

प्रतिफल मालियत ओसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग
श्री / श्रीमती मै० Jaypee Infratech Ltd द्वारा समीर गौड़
पुत्र / पत्नी श्री पुत्र जय प्रकाश गौड़
पेशा व्यापार
निवासी स्थायी सैक्टर 128 नोएडा
अस्थायी पता उक्त
ने यह लेखपत्र इस कार्यालय दिनांक 2/12/2008 समय 6:14PM
वजे निबन्धन हेतु पेश किया।



K.K.MISHRA
उप निबन्धक (प्रथम)
नोएडा
2/12/2008

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त

पट्टा दाता श्री/श्रीमती मै० Jaypee Infratech Ltd द्वारा
समीर गौड़
पुत्र/पत्नी श्री पुत्र जय प्रकाश गौड़
पेशा व्यापार
निवासी सैक्टर 128 नोएडा



पट्टा गृहीता श्री/श्रीमती मै० Accord Hotels and Resorts
Pvt.Ltd. द्वारा प्रभा गुप्ता
पुत्र/पत्नी श्री पुत्री स्व० अम्बा प्रसाद
पेशा व्यापार
निवासी ए-15, हौज खास, द्वितीय तल, नई दिल्ली-16

ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री अशोक खेरा
पुत्र श्री पुत्र ओ.पी.खेरा
पेशा नौकरी

निवासी 125, सैक्टर 14 फरीदाबाद
व श्री रवि सक्सेना
पुत्र श्री पुत्र राम चन्द्र सक्सेना
पेशा नौकरी
निवासी जी-105/56 नोएडा

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अपुटे नियमानुसार लिये गये हैं।



K.K.MISHRA
उप निबन्धक (प्रथम)
नोएडा
2/12/2008

365



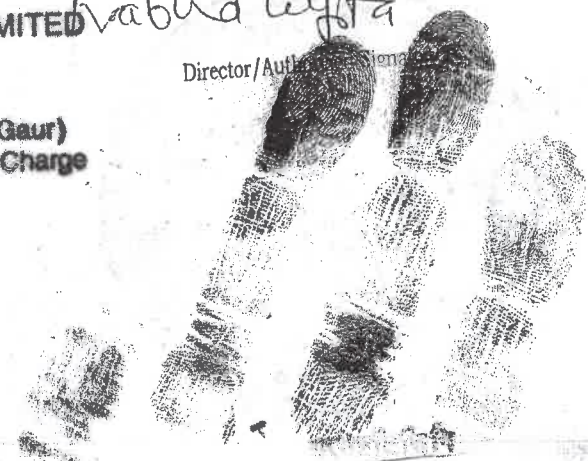
उत्तर प्रदेश UTTAR PRADESH

H 248815

Entered between Jaypee Infratech Ltd
and Accord Hotels and Resorts Pvt Ltd

For JAYPEE INFRA TECH LIMITED
(Signature)
 (Sameer Gaur)
 Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.
(Signature)
 Director/Authorised Signatory



१५/०५/२०१८

115
1 DEC 2008

स्टाम्प कब करने का प्रयोजन.
स्टाम्प क्रेता का नाम व पूरा पता
स्टाम्प की ब्यवस्था. 2008

बिजेन्द्र सिंह स्टाम्प विक्रेता

घा० नं० 33 ला० अक्टि 31-3-2005
एच विनयक कार्यालय परिभाषित

पट्टा दाता

Registration No 4059

Year : 2008

Book No. 1

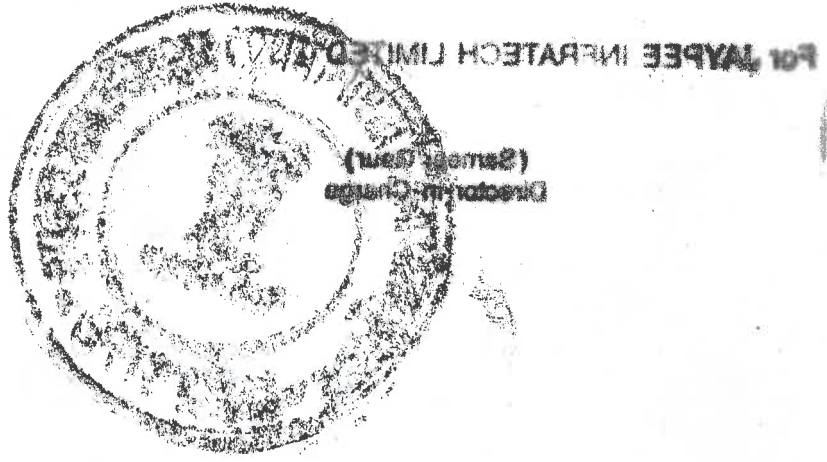
0101 मै० Jaypee Infratech Ltd द्वारा समीर गौड़

पुत्र जय प्रकाश गौड़
सेक्टर 128 नोएडा
व्यापार

Sangus



उत्तर प्रदेश



367



उत्तर प्रदेश UTTAR PRADESH

H 248814

part of sub lease deed

[A large handwritten diagonal mark, possibly a signature or checkmark.]

For JAYPEE INFRATECH LIMITED

[Signature]
 (Sameer Gaur)
 Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.
[Signature]
 Director/Authorised Signatory

[Faint stamp or text at the bottom left.]

[Faint stamp or text at the bottom right.]

[A small handwritten mark or signature at the bottom center.]

114
 नम सं. 112 स्टाम्प विक्रय का परि
 स्टाम्प क्रय करने का प्रयोजन.
 स्टाम्प क्रेता का नाम य पूरा पता
 स्टाम्प की धनराशि 5000
 विजेन्द्र सिंह स्टाम्प विक्रेता
 प्लॉ नं० 33 ला० अर्वाधि 31-3-2008
 एच निबन्धक कार्यालय परिसर, सीएआ

पट्टा गृहीता

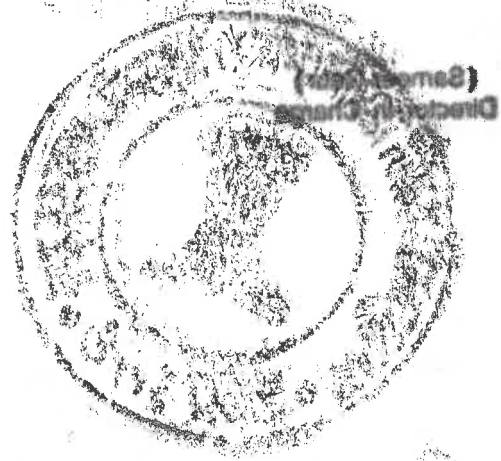
Registration No. 4059 Year : 2008 Book No. 1

0201 मे0 Accord Hotels and Resorts Pvt.Ltd. द्वारा प्रभा गुप
 पुत्री स्व0 अम्बा प्रसाद
 ए-15, होज खास, द्वितीय तल, नई दिल्ली-16
 व्यापार

Prabha Gupta



FOR JAYPEE INFRA TECH LIMITED



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FREE INF

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

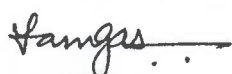
Accord Hotels and Resorts Private Ltd. (AHR), a company incorporated under the Companies Act, 1956 and having its Registered Office at A -15, Hauz Khas, 2nd Floor, New Delhi - 110016 (hereinafter referred to as the " **Sub-Lessee** " which expression shall, unless repugnant to the context, mean and include 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 Accord Hotels & Resorts Pvt. Ltd.

JAYPEE INFRATECH LIMITED

For JAYPEE INFRATECH LIMITED


(Sameer Gaur)
Director-in-Charge


(Sameer Gaur)
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.
Director/Authorised Signatory


Prabha Gupta
Director/Authorised Signatory

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किया गया।

* कोषागार / ...

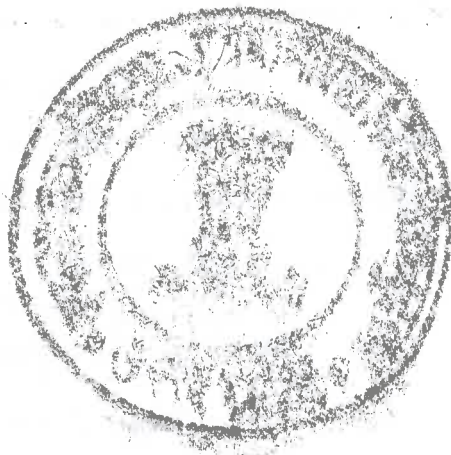
M/s Accord Hotels And Resort

Pr. Ltd.

A-15 IInd Floor Hazrat Nizamuddin

N. Delhi

WH



INFORMATION LIMITED

(General Dept)
Director-in-Charge

INF

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.

JAYPEE INFRATECH LIMITED

For JAYPEE INFRATECH LIMITED

Sangeet
 (Sameer Gaur)
 Director-in-Charge

Sangeet
 (Sameer Gaur)
 Director in Ch

2 For Accord Hotels & Resorts Pvt. Ltd.

For Accord Hotels & Resorts Pvt. Ltd.

Director/Authorised Signatory

Heba Gupta
Heba Gupta



313

- 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 Accord Hotels & Resorts Pvt. Ltd.

Prabha Gupta

For Accord Hotels & Resorts Pvt. Ltd.
Director/Authorised Signatory

Prabha Gupta
Director/Authorised Signatory

JAYPEE INFRATECH LIMITED

3

Sameer Gaur *Sameer Gaur*
(Sameer Gaur) (Sameer Gaur)
Director-in-Charge Director-in-Charge





375

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 Accord Hotels & Resorts Pvt. Ltd.

EE INFRATECH LIMITED

For JAYPEE INFRATECH LIMITED

Samras
(Sameer Gaur)
Director-in-Charge
Samras
(Sameer Gaur)
Director-in-Charge

Hebba Gupta
Director/Authorised Signatory
For Accord Hotels & Resorts Pvt. Ltd.
Hebba Gupta
Director/Authorised Signatory



30/17

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

JAYPEE INFRATECH LIMITED

For JAYPEE INFRATECH LIMITED

Sameer Gaur

(Sameer Gaur)
Director-in-Charge

Sameer Gaur

(Sameer Gaur)
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

5

For Accord Hotels & Resorts Pvt. Ltd.

Director/Authorised Signatory

Neelika Gupta

(Neelika Gupta)
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**

JAYPEE INFRA TECH LIMITED
 For JAYPEE INFRA TECH LIMITED
Sangas
 (Sameer Gaur)
 Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.
 For Accord Hotels & Resorts Pvt. Ltd.
Arvinder Gupta
 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

JAYPEE INFRATECH LIMITED
 For **JAYPEE INFRATECH LIMITED**
Sameer Gaur
 (Sameer Gaur)
 Director-in-Charge (Sameer Gaur)
 Director-in-Charge

For **Accord Hotels & Resorts Pvt. Ltd.** *Rabna Gupta*
 For **Accord Hotels & Resorts Pvt. Ltd.**
Rabna Gupta
 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,

JAYPEE INFRA TECH LIMITED

For JAYPEE INFRA TECH LIMITED

Sameer Gaur
 (Sameer Gaur)
 Director-in-Charge
 Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

Abha Gupta
 Director/Authorised Signatory

For Accord Hotels & Resorts Pvt. Ltd.

Abha Gupta
 Director/Authorised Signatory



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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

JAYPEE INFRA TECH LIMITED

Sangas
(Sameer Gaur)
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

[Signature]
Director/Authorised Signatory

For Accord Hotels & Resorts Pvt. Ltd.

[Signature]
Director/Authorised Signatory



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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

JAYPEE INFRA TECH LIMITED
For JAYPEE INFRA TECH LIMITED
Sangas
(Sameer Gaur)
Director-in-Charge
Sangas
(Sameer Gaur)
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.
Arbha Gupta
For Accord Hotels & Resorts Pvt. Ltd.
Arbha Gupta
Director/Authorised Signatory
Director/Authorised Signatory



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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.

JAYPEE INFRA TECH LIMITED
For JAYPEE INFRA TECH LIMITED
Sangha
(Sameer Gaur)
Director-in-Charge

11
For Accord Hotels & Resorts Pvt. Ltd.
Sangha
Director/Authorised Signatory

Arabinda Gupta

For Accord Hotels & Resorts Pvt. Ltd.
Arabinda Gupta
Director/Authorised Signatory



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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.

JAYPEE INFRA TECH LIMITED
 For JAYPEE INFRA TECH LIMITED
(Signature)
 Director-in-Charge (Sameer Gaur)
(Signature)
 Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.
 12

For Accord Hotels & Resorts Pvt. Ltd.

(Signature)
 Director/Authorised Signatory

Director/Authorised Signatory



Handwritten mark resembling a stylized '3' or 'M' with a heart shape above it.

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

JAYPEE INFRATECH LIMITED

For JAYPEE INFRATECH LIMITED

Sangas
(Sanjeer Gaur)
Director-in-Charge
Sangas
(Sanjeer Gaur)
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

Shalika Gupta
Director/Authorised Signatory
For Accord Hotels & Resorts Pvt. Ltd.
Shalika Gupta
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

JAYPEE INFRATECH LIMITED

Sameer Gaur
 For JAYPEE INFRATECH LIMITED
 (Sameer Gaur)
 Director-in-Charge
Sameer Gaur
 (Sameer Gaur)

For Accord Hotels & Resorts Pvt. Ltd.

Kabha Gupta
 For Accord Hotels & Resorts Pvt. Ltd.
 Director/Authorised Signator
Kabha Gupta



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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

JAYPEE INFRATECH LIMITED
For **JAYPEE INFRATECH LIMITED**

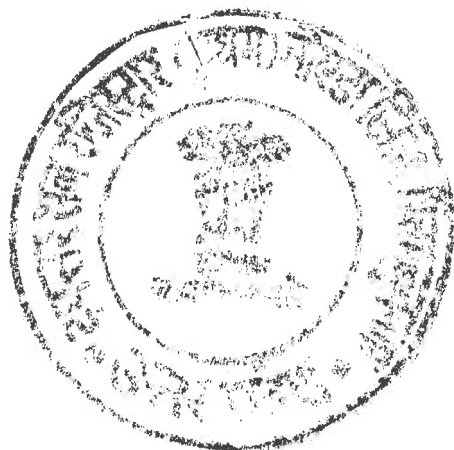
Sameer Gaur
(Sameer Gaur)
Director-in-Charge

15 For Accord Hotels & Resorts Pvt. Ltd.

Abha Gupta
Director/Authorised Signatory

For Accord Hotels & Resorts Pvt. Ltd.

Abha Gupta
Director/Authorised Signatory



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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**.

JAYPEE INFRA TECHNOLOGIES LIMITED
For JAYPEE INFRA TECHNOLOGIES LIMITED

Sameer Gaur → *Sameer Gaur*
(Sameer Gaur) (Sameer Gaur)
Director-in-Charge Director-in-Charge

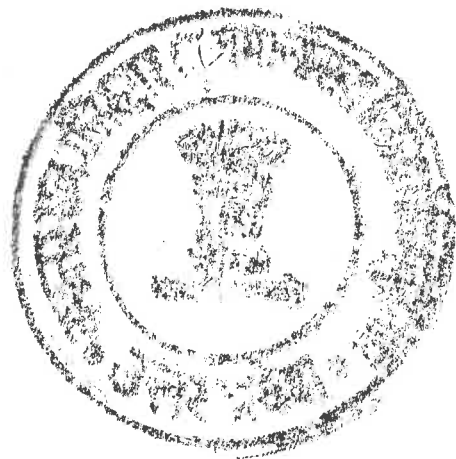
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For Accord Hotels & Resorts Pvt. Ltd.
or Accord Hotels & Resorts Pvt. Ltd.

Neha Gupta
Director/Authorised Signatory

For Accord Hotels & Resorts Pvt. Ltd.

Neha Gupta
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**.

JAYPEE INFRA TECH LIMITED
For JAYPEE INFRA TECH LIMITED

Sangas
Sangas
(Sameer Gaur)
Director-in-Charge
Director-in-Charge

For Accord Hotels & Resorts Pvt. Ltd.

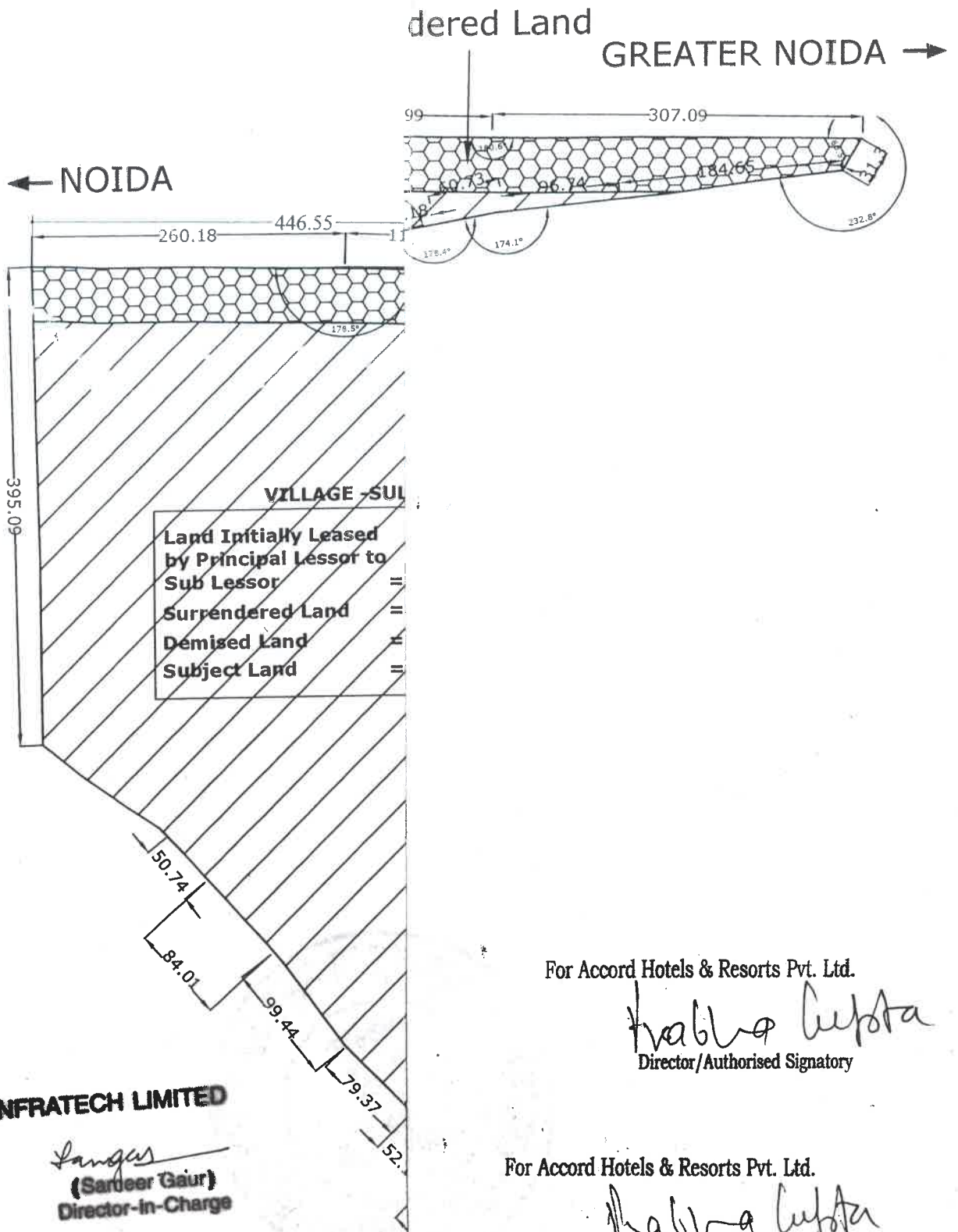
Habiba Khatun
Director/Authorised Signatory

For Accord Hotels & Resorts Pvt. Ltd.

Habiba Khatun
Director/Authorised Signatory



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For JAYPEE INFRA TECH LIMITED

Sangar
(Sameer Gaur)
Director-in-Charge

For JAYPEE INFRA TECH LIMITED

Sangar
(Sameer Gaur)
Director-in-Charge

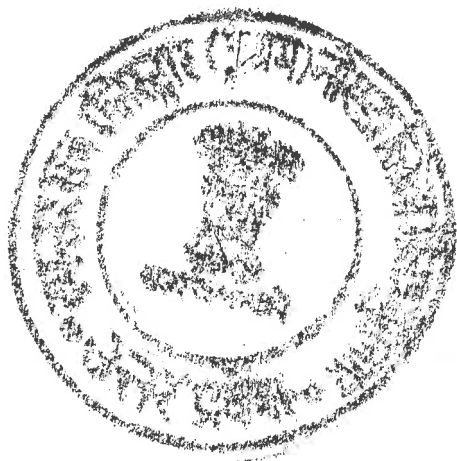
For Accord Hotels & Resorts Pvt. Ltd.

Habiba Gupta
Director/Authorised Signatory

For Accord Hotels & Resorts Pvt. Ltd.

Habiba Gupta
Director/Authorised Signatory

NOTE:-
ALL DIMENSIONS ARE IN METERS




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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.

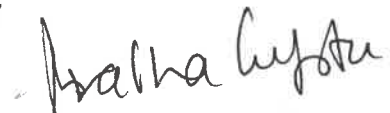
For and on behalf of
Jaypee Infratech Ltd.


Sameer Gaur
Director In Charge



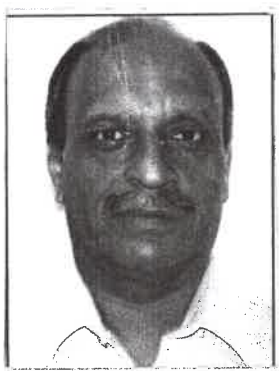
For and on behalf of
Accord Hotels and Resorts Private Ltd.


Prabha Gupta
Director



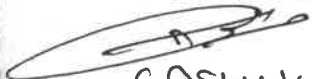
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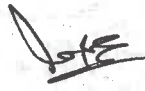


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CASHOK KHERA
S/o Sh. O.P. Khena
125, Sector 14
Kandloli

Drafted By
Amit Kumar
Amit Kumar Advocate
Sub. & ... Office
Gaut. ... h Nagar
Greater Noida


Ravi SAXENA S/o Ravi Chandra Saxena
G-105, Sector-56 Noida

आज दिनांक 02/12/2008 को

वही सं 1 जिल्द सं 1346

पृष्ठ सं 361 से 406 पर क्रमांक 4059

रजिस्ट्रीकृत किया गया ।



K.K.MISHRA

उप निबन्धक (प्रथम)

नोएडा

2/12/2008

Compared By Reader

Examiner



Photo Copy Attested

Sub Registrar-I
Noida