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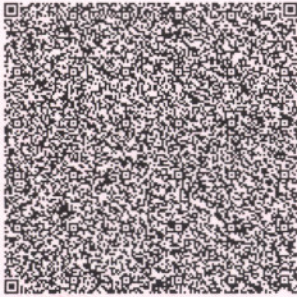
INDIA NON JUDICIAL Government of Uttar Pradesh

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CERTIFICATE LOCKED

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Certificate No.	: IN-UP00215845005759M
Certificate Issued Date	: 10-Jan-2014 05:10 PM
Account Reference	: SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0100242293549902M
Purchased by	: EMERALD PROMOTERS PVT LTD THR DIR PARAS KUMAR JAIN
Description of Document	: Article 35 Lease
Property Description	: PROPERTY GH-1(GROUP HOUSING) OF PLOT NO- TS-06, SECTOR-22 D, GREATER NOIDA G B NAGAR U P
Consideration Price (Rs.)	: 19,49,66,998 (Nineteen Crore Forty Nine Lakh Sixty Six Thousand Nine Hundred And Ninety Eight only)
First Party	: YEIDA AND GREENBAY INFRASTRUCTURE PVT LTD
Second Party	: EMERALD PROMOTERS PVT LTD THR DIR PARAS KUMAR JAIN
Stamp Duty Paid By	: EMERALD PROMOTERS PVT LTD THR DIR PARAS KUMAR JAIN
Stamp Duty Amount(Rs.)	: 2,30,65,600 (Two Crore Thirty Lakh Sixty Five Thousand Six Hundred only)



Please write or type below this line

44
Basi Khan
Manager (Property)
Yamuna Expressway Indl. Dev. Authority
Greater Noida

For Emerald Promoters Private
Paras Kumar Jain

Authorised

Green Bay Infrastructure Pvt. L

YL 0000038497

Statutory Alert:

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

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EMERITATE LOCUS



Green Bay Infrastructure Pvt. Ltd

0000038497



SUB LEASE DEED

MARKET VALUE
AREA OF PLOT

Rs. 46,13,10,548/-
Total Allotted Area. : 41482.34 sq. mtr.
Area Under Stay : 3670.00 sq. mtr.
Sub-Leased Out Area : 37812.34 sq. mtr.

SALE CONSIDERATION
PLOT NO.:

Rs. 19,49,66,998/-
GH-1 GROUP HOUSING at TS – 06, Sector 22-D,
Yamuna Expressway Industrial Development Area,
District Gautam Budh Nagar, Uttar Pradesh.

STAMP DUTY

Rs. 2,30,65,600/-

THIS SUB LEASE DEED is made at Yamuna Expressway Industrial Development Authority on this 24th day of January, 2014.

BY AND BETWEEN

YAMUNA EXPRESSWAY 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 referred to as the LESSOR) which expression shall unless the context does not so admit include its successors and assigns of the FIRST PART

AND

M/s. Greenbay Infrastructure Pvt. Ltd., a company duly incorporated under the Indian Companies Act, 1956 and having its registered office at RZ-D-5, Mahavir Enclave, New Delhi – 110045 through its Authorized signatory Mr. Vineet Gupta, S/o Sh. A. K. Gupta, R/o 16/638, Gali No. 19, Joshi Road, Karol Bagh, New Delhi - 110005 duly authorized by its Board of Directors vide Resolution dated 23-01-2014 (hereafter referred to as the Developers/lessee) which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns of the SECOND PART,

AND

M/s. Emerald Promoters Pvt. Ltd., a company incorporated under the Companies Act 1956 and having its registered office at Second Floor, C-8/1A, Vasant Vihar, New Delhi - 110057 through its Authorized signatory / Director Sh. Paras Kumar Jain S/o. Sh. Nem Chand Jain R/o 49/1 South End Park, Kolkata - 700029 duly authorized by its Board of Directors vide Resolution dated 27-12-2013 (hereinafter referred to as the SUB-LESSEE) which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns of the THIRD PART.

WHEREAS

- The Authority invited bids under its Scheme Code YEA-RT-02 for allotment of various plots, including Plot No. TS - 06, Sector 22-D, Yamuna Expressway Industrial Development Area, District Gautam Budh Nagar (Uttar Pradesh) for development of Residential Townships.

LESSOR

Basi Khan
Manager (Property)
Yamuna Expressway Indl. Dev. Authority
Greater Noida

LESSEE
Green Bay Infrastructure Pvt. Ltd.

Authorized Signatory

For Emerald Promoters Private Limited
SUB-LESSEE

Paras Kumar Jain
Authorized Signatory

194,966,998.00 उप पट्टा विलेख (90 वर्ष) 10,000.00 50 10,050.00 2,500

प्रतिफल मालियत आसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग
पुत्र श्री मे0एमराल्ड प्रमोटर्स प्रा0लि0द्वारा पारस कुमार जैन
व्यवसाय नौकरी नेमचन्द जैन
निवासी स्थायी सी-8/1ए वसन्त विहार नई दिल्ली-57
अस्थायी पता सी-8/1ए वसन्त विहार नई दिल्ली-57
ने यह लेखपत्र इस कार्यालय में दिनांक 24/1/2014 समय 5:06PM
वजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह योद्धा)
उपनिबन्धक सदर

गौतमबुद्धनगर
24/1/2014

निष्पादन लेखपत्र वाद सुनने व समझने मंजमून व प्राप्त धनराशि रु प्रलेखानुसार उक्त
पट्टा दाता पट्टा गृहीता

यमुना एक्सप्रेसवे औ0वि0प्रा0द्वारा बसी खान
(प्र0स0)

पेशा नौकरी
निवासी ग्रेटर नोएडा

U4



मे0एमराल्ड प्रमोटर्स प्रा0लि0द्वारा पारस कुमार जैन
पुत्र श्री नेमचन्द जैन
पेशा नौकरी
निवासी सी-8/1ए वसन्त विहार नई दिल्ली-57



मे0ग्रीनबे इन्फ्रा0प्रा0लि0द्वारा विनीत गुप्ता
पुत्र श्री ए0के0गुप्ता
पेशा नौकरी
निवासी आर जेड-डी-5 महावीर एन्कलेव नई
दिल्ली-45



- The Lessee herein was the successful bidder for Plot No. TS-06, Sector 22-D, District Gautam Budh Nagar, Uttar Pradesh admeasuring 408622 square metres.
- The allotment letter / bid document / brochure provides that the Developers shall get the Lease Deed of the said plot executed in its own name for a period of 90 (Ninety) years from the date of its execution.
- The Authority as a Lessor vide Lease Deed dated 27th March 2012 duly registered with the Sub Registrar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh registered in **Book No. 1 Jild No. 10584 Page No. 143 to 180 Document No. 6334** demised the said plot for a period of 90 years from the date of its execution in favour of the Lessee (hereinafter referred to as the Lease Deed) as the Lessee on certain terms and conditions inter-alia, to develop and / or construct and thereafter transfer the developed plots / flats / units in the following manners –
 - After the approval of the layout plan from the authority, the Lessee is transferring lease hold rights to Sub-Lessee through this sub lease deed as internal development work such as internal roads, sewerage, drainage, culverts, water supply, electricity distribution / transmission lines, street lighting etc., in that areas is in progress.
 - The Lessee is executing sub lease deed in favour of Sub-lessee.
 - On execution of this sub-lease deed, the sub-lessee will be bound to comply with the provisions of payment of proportionate share of lease premium, lease rent and all other charges payable to the Authority in the proportionate share of the land area so sublet as herein contained in this Sub-Lease deed.
 - The sub-lessee shall have to follow and fully implement the group housing project GH-1 on this **allotted (41482.34 sq.mtr.) Plot No. TS-06, Sector 22-D, Sub-Leased Area 37,812.34 sq. mtr.** all the terms and conditions of allotment and lease deed executed by the Lessor in favour of Lessee. Any default on the part of such Sub-Lessee to fully implement the terms and conditions of the lease deed or scheme shall not be automatically considered as default of the Lessee. The Authority/Lessor shall be entitled to take any action against the sub-Lessee as has been mentioned in the scheme brochure and lease deed including cancellation of the sub-lease and forfeiture of the premium etc as per the terms and conditions of the Brochure/bid document/lease deed.
 - The layout plan of Developers / Lessee has been approved vide Lessor's letter No. 315/Plng/BP-9 dated 08/02/2013. The Lessee has started internal development work such as internal roads, sewerage, drainage, culverts, water-supply, electricity distribution/transmission lines, street lighting etc.
 - As per approved Layout Plan/ Master Plan the Builders Residential/ Group Housing plot, Lessee has further allotted Group Housing Plot No. GH-01 GROUP HOUSING as enumerated in the approved Master Plan/ Layout Plan


LESSOR

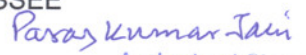
Basi Khan
Manager (Property)
Yamuna Expressway Indl. Dev. Authority
Greater Noida

Green Bay Infrastructure Pvt. Ltd.

LESSEE


Authorised Signatory

For Emerald Promoters Private Limited
SUB-LESSEE


Authorised Signatory

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री संजय जैन

पुत्र श्री विनोद कुमार जैन

पेशा

निवासी डी-5 बहादुर अपार्ट 0 9 राजनरायन रोड सिविल लाईन्स

व शब्बीर

पुत्र श्री मो 0 आबिद

पेशा

निवासी एच-168/7 गामा ग्रेटर नौएडा

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।

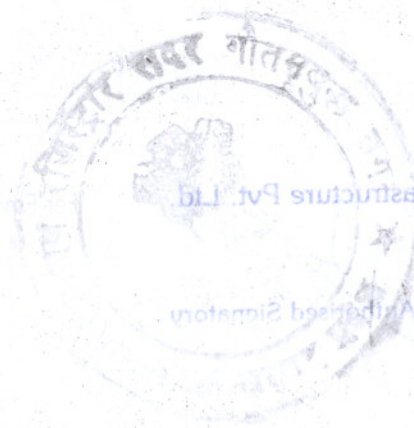


रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)
उपनिबन्धक सदर

गौतमबुद्धनगर

24/1/2014



in the Project namely Greenbay Golf Village being developed by the Lessee to **M/s Emerald Promoters Pvt. Ltd. (Sub-Lessee)** a company incorporated under the companies act 1956 having its registered office at Second Floor, C-8/1A, Vasant Vihar, New Delhi - 110057 which sub-lease is being executed through this Sub-Lease-Deed.

- The allottee Developer out of the land allotted to him for Residential/ Commercial/ Institutional and Facilities, further Sub-Lease one or more parcel of land in favour of other Developer, then for the Development of Road, park and open space falling in that parcel of land so Sub-Leased:
 1. The Sub-Lessee agree that area dedicated for Roads and Park and open spaces shall be incapable of being Sub-Leased independently. It shall be exclusive responsibility of the Sub-Lessee to develop and maintain during the entire term of this deed, such area as per the norms of the Lessor, as may be fixed or amended from time to time. The Sub-Lessee shall have to resolve the issue of Development and maintenance of such entire area either wholly by itself or through its Sub-Lessee before making any request for permission to Sub-Lease.
 2. For the development and maintenance of such area, the Sub-Lessee or its Sub-Lessee in turn shall have to make adequate financial arrangements to the satisfaction of the Lessor. It is an agreed condition of this Sub-Lease, and be incorporated in further Sub-Lease, that any default in such development/ maintenance of Road, Park and open area of the Lease shall constitute a material breach of the Lease Deed or further Sub-Lease Deed as the case may be and further that in the event of the Lessor (i.e. YEIDA) at any point of time is required to develop or maintain the Roads/ Parks and open area of the such area, then the cost thereof shall be proportionately recoverable from the ultimate sub-lessee of individual plots/ flats as the case may be and the same shall constitute a charge over such plot/ flat. The Sub-Lessee undertakes to incorporate such a covenant in every further sub lease.

A. MODE OF PAYMENT AND PAYMENT PLAN

1. All payment should be made through demand drafts/pay orders drawn in favour of "YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi / Noida / Yamuna Expressway Industrial Development Authority. The Sub lessee should clearly indicate his name and details of plot applied for/allotted on the reverse of the demand draft / pay order.
2. The Sub-Lessee has to pay **Rs. 12,49,24,032/- (Rupees Twelve Crores Forty Nine Lakhs, Twenty Four Thousand Thirty Two only)** premium and the Annual Lease Rent directly to the Lessor. The sub-lessee shall have to pay this balance premium as per prescribed schedule from the date of allotment of subdivision to Lessor along with interest @ 12% p.a. The balance premium of the plot along with interest will be paid in 13 half yearly installments along with interest of Proportionate premium and Lease rent.

LESSOR

Basi Khan
Manager (Property)
Yamuna Expressway Ind. Dev. Authority
Ghaziabad

Green Bay Infrastructure Pvt. Ltd.

LESSEE

Authorised Signatory

SUB-LESSEE

For Emerald Promoters Private Limited

Rakesh Kumar Jain

Authorised Signatory

पट्टा दाता

Registration No.: 2575

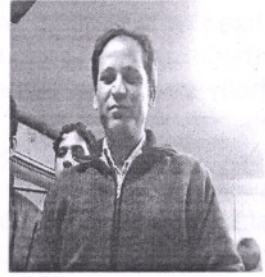
Year : 2014

Book No. : 1

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ग्रेटर नोएडा

नौकरी

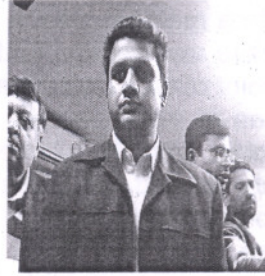


0102 मै0ग्रीनवे इन्फ्रा0प्रा0लि0द्वारा विनीत गुप्ता

ए0के0गुप्ता

आर जैड-डी-5 महावीर एन्कलेव नई दिल्ली-45

नौकरी



Green Bay International Pvt. Ltd.

Authentic Stamp

3. In case of default in depositing the installments or any payment, interest @ 15% compounded half yearly shall be leviable for defaulted period on the defaulted amount.
4. All payments should be remitted by due date. In case the due date is a bank holiday then the Sub-lessee should ensure remittance on the previous working day.
5. In case of default, this sub-lease deed be considered as cancelled without any further notice and the amount paid to the Lessor by the sub-lessee shall be forfeited. No interest will be paid on such amounts.
6. The payment made by the sub-lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable.
7. The Lease Rent prevalent at the time of execution of sublease deed shall be payable.
8. The total consideration of the plot is Rs. 19,49,66,998/- @ Rs.4,700/- per sq. mtr. for 41482.34 sq. mtrs.
9. The sub-lessee shall have to pay balance premium i.e **Rs.12,49,24,032/-** of the plot sub-leased directly to the Lessor/Authority in the following manner:-

Installment	Due Date	Premium	Interest	Installment Amount	Balance amt
					12,49,24,032.00
Inst-01	29.07.2013	96,09,540.92	32,85,673.17	12895215.00	11,53,14,491.08
Inst-02	17.08.2013	96,09,540.92	7,20,320.66	10329862.00	10,57,04,950.15
Inst-03	17.02.2014	96,09,540.92	63,42,297.01	15951838.00	9,60,95,409.23
Inst-04	17.08.2014	96,09,540.92	57,65,724.55	15375266.00	8,64,85,868.31
Inst-05	17.02.2015	96,09,540.92	51,89,152.10	14798694.00	7,68,76,327.38
Inst-06	17.08.2015	96,09,540.92	46,12,579.64	14222121.00	6,72,66,786.46
Inst-07	17.02.2016	96,09,540.92	40,36,007.19	13645549.00	5,76,57,245.54
Inst-08	17.08.2016	96,09,540.92	34,59,434.73	13068976.00	4,80,47,704.62
Inst-09	17.02.2017	96,09,540.92	28,82,862.28	12492404.00	3,84,38,163.69
Inst-10	17.08.2017	96,09,540.92	23,06,289.82	11915831.00	2,88,28,622.77
Inst-11	17.02.2018	96,09,540.92	17,29,717.37	11339259.00	1,92,19,081.85
Inst-12	17.08.2018	96,09,540.92	11,53,144.91	10762686.00	96,09,540.92
Inst-13	17.02.2019	96,09,540.92	5,76,572.46	10186114.00	0.00
Total		12,49,24,032.00	4,20,59,775.88	16,69,83,815.00	

The Installment No.1 and 2 having fallen due on 29.07.2013 and 17.08.2013 respectively will be deposited by the Sub-Lessee directly in favour of the Lessor/Authority together with interest thereon simultaneously with the execution of this Sub-lease deed.

LESSOR
Basi Khan
Manager (Property)
Yamuna Expressway Industrial Development Authority
Greater Noida

Green Bay Infrastructure Pvt. Ltd.
LESSEE

Authorised Signatory

For Emerald Promoters Private Limited
SUB-LESSEE

Paras Kumar Sami

Authorised Signatory

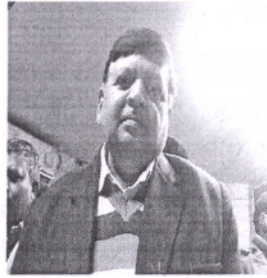
पट्टा गृहीता

Registration No. : 2575

Year : 2,014

Book No. : 1

0201 मै0एमराल्ड प्रमोटर्स प्रा0लि0द्वारा पारस कुमार जैन
नेमचन्द जैन
सी-8/1ए वसन्त विहार नई दिल्ली-57
नौकरी



Green Bay Infrastructure Pvt. Ltd.

B. NORMS OF DEVELOPMENT

A. The land use breakup for the total residential township plot shall be as follows:

PERMISSABLE LAND USAGE	
Institutional & Facilities	Minimum 05%
Roads, Parks & Open Spaces	Minimum 35%
Commercial	05% Maximum
Residential (Plotted and Flatted)	55% Maximum
PERMISSIBLE FAR (Maximum)	
Commercial	2.0
Residential	As proposed for individual plot size according to Building Byelaws
1. Plotted	
2. Plotted	3.0
Institutional	As per bye-laws
PERMISSIBLE DENSITY	
Max Density	Max. Permissible density shall be 1650 PPHa for the Residential Area only

The Premium & Lease Rent of the lessee shall be automatically reduced from the payable installment(s) and lease rent from the amount to be paid by the Sub-Lessee as proportionate premium and lease rent.

B. EXTENSION OF TIME

1. Normally extension for depositing the reservation money and allotment money shall not be allowed. However, on request of request from the allottee in writing and on being satisfied with the reasons mentioned, the YEA may grant a maximum of 120 days extension to deposit the reservation money/ allotment money, subject to the payment of interest @ 15% (12% normal interest + 3% penal interest) per annum on pro-rata basis. Thereafter, ordinarily no extension of time will be granted and the allotment will be cancelled along with the forfeiture of the earnest money.
2. In exceptional circumstances, the time for the payment of balance due amount may be extended by the YEA. However, in such cases of time extension, interest @ 15% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.
3. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

C. LEASE RENT

In addition to the premium of plot, the sub-lessee shall have to pay yearly lease rent in the manner given below:

LESSOR
Basi Khan
Manager (Property)
Yamuna Expressway Indl. Dev. Authority
Greater Noida

Green Bay Infrastructure Pvt. Ltd.
LESSEE

Authorized Signatory

SUB-LESSEE
Paras Kumar Jain
Motors Private Limited
Authorized Signatory



- i. The Lessee has paid Annual lease rent @ 1% of total premium directly to the Lessor upto 26-03-2013.
The lease rent will be payable by the Sub-lessee to the Lessor @ 1% of premium of the plot i.e **Rs. 19,49,670/-** for the first 10 years of lease period.
- ii. The lease rent may be enhanced by 50% after every 10 years i.e 1.5 times of the prevailing lease rent.
- iii. The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
- iv. Delay in payment of the advance lease rent will be subject to interest @ 15% per annum compounded half yearly on the defaulted amount for the defaulted period.
- v. The sub-lessee shall have to pay lease rent equivalent to 11 years, of the rate of lease rent prevailing at that time, as "One Time Lease Rent" before start of execution of further sub lease deed in favour of final purchasers of the flats on this allotted group housing plot.

D. POSSESSION

Possession of sub-leased plot will be handed over to the Sub-lessee by the Lessee. After execution of sub-lease deed, the sub-lessee shall be treated as allottee of lessor for the purpose of balance proportionate payments, implementation of the project and compliance of terms and conditions of scheme brochure/ lease deed.

1. Possession of allotted land will be handed over to the Sub-lessee after execution and registration of the Sub-Lease deed.
2. Execution and registration of the lease deed can be done only after a minimum payment of 30% of the premium and payment of one year lease rent in advance.
3. The Sub-lessee shall prepare the detailed lay-out plan for the entire land for approval of the YEA.
4. Internal development of the sub leased plot shall be full responsibility of the Sub-lessee and it shall be carried out as per the lay-out plan approved by the YEA.

E. EXECUTION OF SUB LEASE DEED

1. The allottee will have to construct on its own minimum 30 per cent of the total permissible FAR in the 'residential', institution & facilities' and 'commercial' area.
2. The allottee shall have option to sub lease 70 per cent of the lands earmarked for 'residential', institution & facilities' and 'commercial' with prior approval of the developer, the YEA may give permission upto maximum additional 15% subject to conditions prevailing at that time.

LESSOR

Basi Khan
Manager (Property)
Yamuna Expressway Ind. Dev. Authority
Gurgaon, India

Green Bay Infrastructure Pvt. Ltd.
LESSEE

Authorised Signatory

For Emerald Promoters Private Limited
SUB-LESSEE

Paras Kumar Jain
Authorised Signatory



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Anti-Fraud Station

3. The lessee shall have option to sub lease portions of the land earmarked for group housing, commercial and institution subject to minimum plot size of 10000 sq.mtr. for group housing and 2000 sq. mtr. For commercial land after prior approval from the YEA.
4. Developers will have the option to earmark areas for multi story/ independent flats/ houses (Group + 2) and plotted development as per the permissible regulations. The Lessee shall have to execute sub-lease deed in favour of the sub lessee in the form and format as prescribed by the YEA.
5. The Lessee shall have to execute sub lease deed in favour of the Sub Lessee in the form and format prescribed by the YEA.
6. On execution of such sub-lease deed, sub-lessee will be bound to comply with the provision of payments share of lease premium of land area so sublet, lease rent and all other charges payable to the YEA in the proportionate share of the land area so sublet.

Such Sub-lessee shall be treated as an independent entity for purposes of land use, building bye laws and payments to the YEA. Sub-lessee shall obtain NOC from the Lessor before allotting any built up spaces to anybody.

Any default on the part of such Sub-lessee to fully implement the terms and conditions of the lease deed or the scheme shall not be automatically considered as default of the Lessee as has been mentioned in the scheme brochure including cancellation of the sub-lease and forfeiture of the premium etc as per the terms and conditions of this brochure.

The permission to transfer the part or the built up space will be granted subject to execution of tripartite sub-lease deed which shall be executed in a form and format as prescribed by the Lessor on the fulfillment of the following conditions:-

- a) The Lease Deed of plot has been executed and the Lessee has made the payment according to the schedule specified in the lease deed of the plot, interest and one time lease rent. Permission of sub-lease deed shall be granted phase wise on payment of full premium (with interest upto the date of deposit) of the plot area of that phase.
- b) Every sale done by the Sub-Lessee shall have to be registered before the physical possession of the property is handed over.
- c) The Sub-Lessee has to obtain building occupancy certificate from Planning Department, YEIDA (Lessor).
- d) The Sub-Lessee shall submit list of individual allottees of flats within 6 months from the date of obtaining occupancy certificate.
- e) The Sub-Lessee shall have to execute tripartite sub lease in favour of the final purchaser/s for the developed flats/plots in the form and format as prescribed by the LESSOR.
- f) The Sub-Lessee undertakes to put to use the premises for the residential use of residential area only.

LESSOR

Basi Khan
Manager
Yamuna Express
Authority

Green Bay Infrastructure Pvt. Ltd.

LESSEE

Authorised Signatory

SUB-LESSEE

For Emerald Promoters Private Limited
Paras Kumar Jain
Authorised Signatory



Authorised Signatory

1/1/2024

- g) The Sub-Lessee shall pay an amount of Rs.1000/- towards processing fee and proportionate (pro-rata basis) transfer charges and lease rent as applicable at the time of transfer and shall also execute tripartite sub lease deed between Lessor, Sub-Lessee and final purchaser of developed flats/plots. The Lessee / sub Lessee shall also ensure adherence to the building regulations and directions of the Lessor. The Lessee as well as sub Lessee shall have to follow rules and regulations prescribed in respect of lease hold properties and shall have to pay the charges as per rules of the Lessor/Government of U.P.

The transfer charges shall not be payable in case of transfer between son/daughter, husband/wife, mother/father and vice versa or between these six categories. A processing fees of Rs.1,000/- will be payable in such case. The transfer of the flat in favour of the 1st sub-lessee shall be allowed without any transfer charges but tri partite sub lease deed will be executed between the Lessor and Sub-Lessee and the final purchaser/s of developed flats/plots. However, a processing fees of Rs.1,000/- will be payable at the time of transfer/execution of the sub-lease deed. The physical possession of dwelling units/flats/plots will be permitted to be given after execution of the tripartite sub-lease deed.

- h) Every transfer done by the Sub-Lessee shall have to be registered before the physical possession of the flat/plot is handed over.

F. INDEMNITY

The sub-lessee shall execute an indemnity bond, indemnifying the lessor against all disputes arising out of:-

1. Non-completion of the Project
2. Quality of construction
3. Any other legal dispute arising out of allotment, lease, sub-lease etc

The sub-lessee shall be wholly and solely responsible for implementation of the Project and except the land which it has subleased to any individual or entity shall also wholly and solely be responsible for ensuring quality development and subsequent maintenance of the buildings and services till such time an appropriate alternate agency for such work/ responsibility is identified legally by the sub-lessee. Thereafter the agency appointed by the Sub-lessee will be responsible to the Authority for maintenance and service of the constructed flats / buildings.

G. CONSTRUCTION

1. The sub-lessee is required to submit building plan for approval within 9 months from the date of execution of this sub lease deed and shall start construction within 18 months from date of execution of sub lease.
2. Date of execution of sub lease deed shall be treated as the date of possession. The sub-lessee shall be required to complete the construction of group housing pockets on sub-leased plot as per approved layout plan and get the occupancy certificate issued from Building Cell / Planning department of the LESSOR in maximum 7 phases within a period of 10 years from the date of execution of sub-lease deed. The Lessee / sub lessee shall be required to complete the

LESSOR

Basi Khan

Manager (Property)

Yamuna Expressway Development Authority

Green Bay Infrastructure Pvt. Ltd.

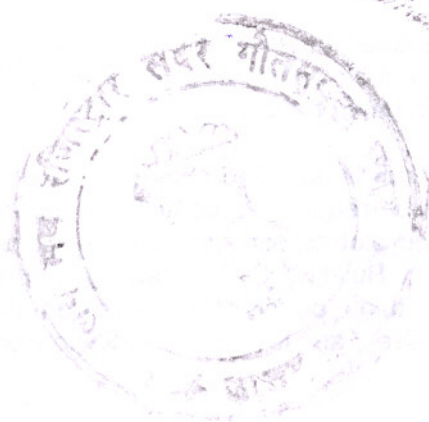
LESSEE

Authorised Signatory

SUB-LESSEE For Yamuna Expressway Development Authority Private Limited

Paras Kumar Jain

Authorised Signatory



Green Bay Infrastructure Pvt. Ltd.

Authorized Signatory

construction of minimum FAR as per the bye laws of the allotted plot as per approved layout plan and get occupancy / completion certificate of the first phase accordingly issued from the building cell of the LESSOR within a period of three years from the date of execution of sub-lease deed.

In case of plotted development, the final purchaser/sub-lessee of plot shall have to obtain completion certificate from the LESSOR within a period of 5 years from the date of execution of sub-lease deed.

3. All the peripheral/external development works as may be required to be carried out upto the allotted plot including construction of the approach road, drains culverts, electricity distribution/ transmission lines, water supply, sewerage will be provided by the Lessor. However, all the expense as may be required to connect these services with the internal system of services of plot shall be incurred by the Sub-Lessee. The lessee shall provide access to the Sub-Leased plot as per current approved Layout Plan/ Master Plan of the Project.
4. Without prejudice to the Lessor's right of cancellation, the extension of time for the completion of Project, can be extended for a maximum period of another three years only with penalty as under:-
 - For first year the penalty shall be 4% of the total premium
 - For second year the penalty shall be 5% of the total premium
 - For third year the penalty shall be 6% of the total premium.Extension for more than three years, normally will not be permitted.
5. In case the sub-lessee does not construct building within the time provided including extension granted, if any, for above, the allotment / lease deed / sub lease deed as the case may be, shall be liable to be cancelled. Sub-Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
6. There shall be total liberty at the part of Lessee / Sub-Lessee to decide the size of the flats / plots (in case of plotted development) or to decide the ratio of the area for flatted / plotted development. The F.A.R earmarked for commercial / institutional use would be admissible but the Lessee/Sub-Lessee may utilize the same for residential use as per bye laws.
7. The Lessee/ Sub-lessee may implement the project in maximum 07 years and the occupancy certificate/ completion certificate shall be issued by the LESSOR phase wise accordingly enabling them to do phase-wise marketing.

H. MORTGAGE

The Sub-Lessee may, with prior permission of the Lessor, mortgage the land to any Financial Institution(s) / Bank(s) for raising loan for the purpose of financing his investment in the project on receipt of payment by sub-lessee or on receipt of assurance of payment by bank or under any other suitable arrangement in mutual settlement amongst the LESSOR, developer and the financial institution(s) / Bank(s). As regards the case of mortgaging the land to any Financial Institution(s)/ Bank(s) to mortgage the said land to facilitate the housing loans of the final purchasers, N.O.C. may be issued subject to such terms and conditions as may be decided by the LESSOR at the time of granting the permission.

LESSOR

Basi Khan

Manager (Property)

Yamuna Expressway Ind. Dev. Authority

Greater Noida

Green Bay Infrastructure Pvt. Ltd.

LESSEE

Authorised Signatory

For Emerald Promoters Private Limited
SUB-LESSEE

Paras Kumar Jain

Authorised Signatory



Authorized Signatory

Provided that in the event of sale or foreclosure of the mortgaged / charged property the LESSOR shall be entitled to claim and recover such percentage, as decided by the LESSOR, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge, the decision of the LESSOR in respect of the market value of the said land shall be final and binding on all the parties concerned.

The LESSOR's right to the recovery of the unearned increase and the preemptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency/court.

I. MISUSE, ADDITIONS, ALTERATIONS ETC.,

In case of violation of any of the conditions, allotment shall be liable to be cancelled and possession of the premises along with the structure(s) thereon, if any, shall be resumed by the LESSOR.

The sub-lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written consent of the Lessor and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviation as aforesaid.

If the Sub-lessee(s) fails to correct such deviation(s) within a specified periods of time after the receipt of such notice then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of Sub-lessee who hereby agree to reimburse by paying to the lessor such amounts as may be fixed in that behalf.

J. LIABILITY TO PAY TAXES

The Sub-lessee or allottee(s) / final purchasers of sub-lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Authority empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

K. OVERRIDING POWER OVER THE DORMANT PROPERTIES

The lessor reserves the right to all mines, minerals, coals, washing gold earth oil, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the flats or for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Sub-lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the LESSOR on the amount of such compensation shall be final and binding on the Sub-lessee.

LESSOR

Basi Khan
Manager (Property)
Yamuna Expressways Pvt. Ltd. Authority
G

Green Bay Infrastructure Pvt. Ltd.
LESSEE

Authorised Signatory

SUB-LESSEE

For Emerald Promoters Private Limited

Paras Kumar Jain

Authorised Signatory



Green Day International Ltd. and

Auftraggeber: Green Day

L. MAINTENANCE

1. The sub-lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
2. The sub-lessee shall have to plan a maintenance programme whereby the entire demised premises and buildings shall be kept:
 - a) In a state of good condition to the satisfaction of the Lessor at all times.
 - b) and to make available required facilities as well as to keep surroundings at all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place. And ensure that all garbage/waste of the sector shall be disposed off at the earmarked place/land fills sites as per the policy of the LESSOR for similar sectors.
3. The sub-lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the LESSOR framed / issued under section 8,9 and 10 or under any other provisions of U.P. Industrial Area Development Act 1976 and rules made therein.
4. 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 expedient.
5. The Lessee/sub-lessee shall make such arrangements as are necessary for maintenance of the building and common services and if the building is not maintained properly, the LESSOR will have the power to get the maintenance done through any other Authority and recover the amount so spent from the Lessee/ sub-lessee. The Lessee/ sub-lessee will be individually and severally liable for payment of the maintenance amount. The rules / regulation of U.P. Flat Ownership Act, 1975 shall be applicable on the sub-lessee. No objection to the amount spent for maintenance of the building by the Lessee/LESSOR shall be entertained and decision of the LESSOR in this regard shall be final.

M. CANCELLATION OF SUB-LEASE DEED

In addition to the other specific clauses relating to cancellation, the LESSOR, as the case may be, will be free to exercise its right of cancellation of sub-Lease in the case of:

1. Sub-lease being obtained through misrepresentation/suppression of material facts, mis-statement and/or fraud.
2. Any violation of directions issued or rules and regulation framed by any Authority or by any other statutory body.
3. Default on the part of the Sub-lessee for breach/violation of terms and conditions of and/or non-deposit of due amounts.

LESSOR

Basi Khan

Managing Director

Yamuna Expressways Pvt. Ltd. Authority

Green Bay Infrastructure Pvt. Ltd.

LESSEE

Authorised Signatory

SUB-LESSEE

For Emerald Promoters Private Limited

Paras Kumar Jain

Authorised Signatory



Green Bay Infrastructure Pvt. Ltd.

4. If at the time of cancellation, the plot is occupied by the sub-lessee thereon, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the LESSOR with structure thereon, if any, and the sub-lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Authority and no separate notice shall be given in this regard.
5. If the sub-lease deed is cancelled on the ground mentioned in para M1, above, the entire amount deposited by the sub-lessee, till the date of cancellation shall be forfeited by the LESSOR and no claim whatsoever shall be entertained in this regard.

Clause of Township sub lease

1. The allotment of land by Lessor shall be on lease basis.
2. The LESSOR will monitor the implementation of the project.
3. In case of default, render the Sub-lease liable for cancellation and the Sub-lessee will not be paid any compensation thereof.
4. The Sub-lessee shall execute an indemnity bond, indemnifying the LESSOR unequivocally against any consequences of a situation where the LESSOR is not able to give possession of the acquired land and/or of the un-acquired land. In such a situation the liability of the LESSOR shall be limited to refund, without interest, to the sub-lessee, the deposit, if any, made by the sub-lessee against that portion of the land of which possession could not be delivered to the sub-lessee by the LESSOR.
5. The Sub-Lessee will have to earmark areas for multi-storey/ independent flats/houses (Ground + 2) and plotted development and permissible ground coverage & FAR shall be as per permissible regulations.
6. After the approval of the lay-out plan from the Lessor, the Sub-Lessee shall have the option to further Sub-lease portions of land earmarked for Residential, Commercial and Institutional subject to minimum plot size of 6000 sq. mtr. For residential and 3000 sq. mtr. For Commercial and institutional land after prior approval from the Lessor without any reference to Lessee. The Sub-Lessee may also develop the demised plot in the shape of individual flats/ residential plots and that for shops and thereafter further Sub-Lease the same in accordance with the provisions contained hereinafter. Provided that the Sub-Lessee shall Sub-Lease an area only after the internal Development work such as internal-roads, sewerage, drainage, culverts, water supply, electricity, distribution/transmission lines, street lighting etc. in that area is in full swing.
7. The Sub-Lessee can implement/develop the project through its multiple subsidiary companies with the prior approval of the Lessor. The Sub-Lessee/ Allottee who develop the project through its subsidiary company shall be entitled for sub-leasing the portion of allotted/ Sub-leased plot/ built-up-area in favour of the subsidiary companies and the first transfer by such subsidiary company, of the said allotted/ leased land// built-up-area which is being developed or proposed to be developed by the subsidiary shall be without any transfer charges. However, for subsequent transfer/ sub-lease, transfer charges as per prevailing policy (at the time of transfer) of the Lessor shall be payable.

LESSOR

Basit Khan
Manager (Property)
Yamuna Expressway Dev. Authority
Gurgaon

Green Bay Infrastructure Pvt. Ltd.

LESSEE

Authorised Signatory

SUB-LESSEE

For Emerald Promoters Private Limited
Paras Kumar Jain

Authorised Signatory



N. OTHER CLAUSES

1. The Lessor reserves the right to make such additions / alternations or modifications in the terms and conditions of allotment/lease deed/sub lease deed from time to time, as may be considered just and expedient.
2. In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Lessor shall be final and binding.
3. If due to any "Force Majeure" or such circumstances beyond the Lessee control, the Lessee is unable to make allotment or facilitate the sub-lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple interest @ 4% p.a., if the delay in refund is more than one year from such date.
4. If the Sub-Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Lessor to ask the Lessee/sub-lessee to remove the nuisance within reasonable period failing which the LESSOR shall itself get the nuisance removed at the Sub-Lessee's cost and charge damages from the Sub-Lessee during the period of submission of nuisance.
5. Any dispute between the Lessor and Lessee/Sub-Lessee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District. Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.
6. The Sub Lease Deed will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and / or regulations made or directions issued, under this Act.
7. The Lessor will monitor the implementation of the project.
8. The Lessee/sub-lessee of the Lessee shall be liable to pay all taxes / charges livable from time to time by the Lessor or any other authority duly empowered by them to levy the tax/charges.
9. In case of default of condition in brochure/tender documents and bye-laws of the lessor, render the sub-lease liable for cancellation and the sub-lessee will not be paid any compensation thereof.
10. Other buildings earmarked for community facilities can be used for purposes other than community requirements.
11. All arrears due to the Lessor would be recoverable as arrears of land revenue.
12. The Sub-Lessee shall not be allowed to assign or change his role, otherwise the sub-lease deed shall be cancelled and entire money deposited shall be forfeited.
13. The Lessor in large public interest may take back the possession of the land/building by making payment at the prevailing rate.
14. In case the Lessee is not able to give possession of the land in any circumstances, deposited money will be refunded to the Sub-lessee with simple interest.
15. All terms and conditions of brochure and its corrigendum, allotment, building bye-laws and as amended from time to time shall be binding on the Lessee.

LESSOR

Basir Khan
Manager (Property)
Yamuna Expressway Development Authority

Green Bay Infrastructure Pvt. Ltd.
LESSEE

Authorised Signatory

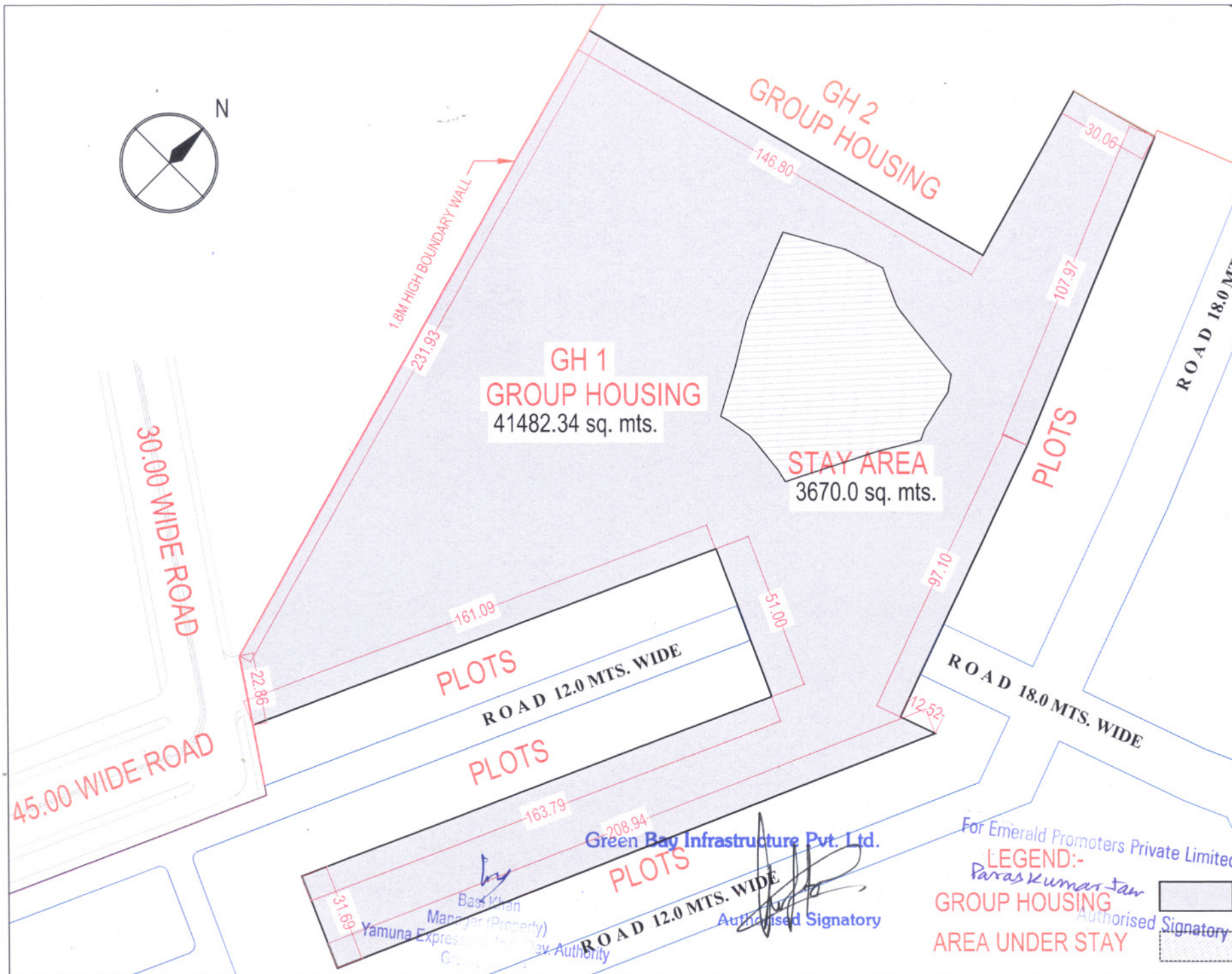
SUB-LESSEE

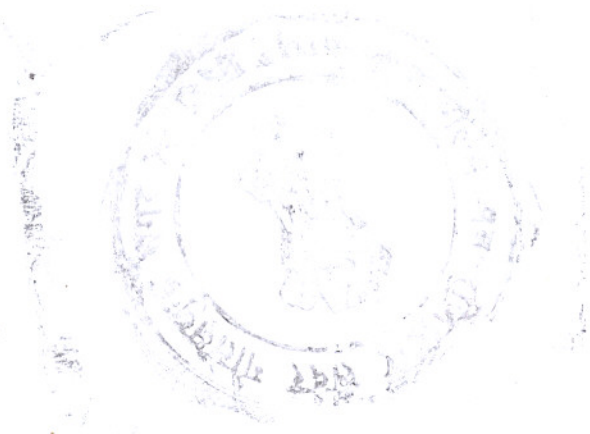
For Emerald Motors Private Limited

Paras Kumar Jain

Authorised Signatory







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Հայկազուհի Բաղդասարյան

ԻՄ

Հայկազուհի Բաղդասարյան

Schedule of Plot

Sub-Leased Area marked as GH-1 GROUP HOUSING in the Master Plan approved by the Lessor vide letter No. 315/Plng/BP-9 dated 8/02/2013 in the Plot No. TS-06, Sector 22-D, Yamuna Expressway Industrial Development Area, measuring 41482.34 sq.mtr., in the Distt. Gautam Budh Nagar (U.P) along with undivided, impartibly, unidentified lease hold rights in the portion of the said plot as per the enclosed plan and bounded as follows:-

East:

West:

South:

North:

As per Plan attached

In witnesses whereof the parties have hereunto set their hands on the day, month and the year first above written.

In presence of
Witnesses

1.


(SANJAY JAIN)
B-5, Bahadur Apts.
9, Raj Nandan Road
Gyal Lines, Delhi-110054

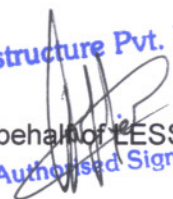
2.

SHABBIR SIOMOHABID
R/O H-168/7, Gamma-II
Greater Noida, G. B. Nagar
(U.P)


Basi Khan
Manager (Property)

Yamuna Expressway Indl. Dev. Authority
Greater Noida

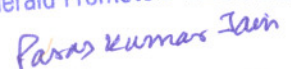
Signed for and on behalf of LESSOR


Green Bay Infrastructure Pvt. Ltd.

Signed for and on behalf of LESSEE
Authorised Signatory

Signed for and on behalf of SUB-LESSEE

For Emerald Promoters Pvt. Limited


Paras Kumar Jain

Authorised Signatory

आज दिनांक 24/01/2014 को

वही सं. 1 जिल्द सं. 14944

पृष्ठ सं. 259 से 290 पर क्रमांक 2575

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)

उपनिबन्धक सदर

गौतमबुद्धनगर

24/1/2014



भाग 1

| प्रस्तुतकर्ता अथवा प्रार्थी द्वारा रखा जाने वाला |

उपनिबन्धक सदर कम सं० 3620

गौतमबुद्धनगर 2575/14

लेख या प्रार्थना पत्र प्रस्तुत करने का दिनांक 24-Jan-2014

प्रस्तुतकर्ता या प्रार्थी का नाम मै०एमराल्ड प्रमोर्ट्स प्रा०लि०द्वारा पारस कुमार जै

लेख का प्रकार उप पट्टा विलेख

प्रतिफल की धनराशि 194,966,95 / 0.00

1. रजिस्ट्रीकरण शुल्क 10,000.0
2. प्रतिलिपिकरण शुल्क 50
3. निरीक्षण या तलाश शुल्क
4. मुख्तारनामा के अधिप्रमाणीकरण के लिए शुल्क
5. कमीशन शुल्क
6. विविधि
7. यात्रिक भत्ता

1 से 6 तक का योग 10,050.0

शुल्क वसूल करने का दिनांक 24-Jan-2014

दिनांक जब लेख प्रतिलिपि या तलाश प्रमाण पत्र

वापस करने के लिए तैयार किया

गुड रजिस्ट्रार

गौतमबुद्ध नगर, सदर

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर