

I 11601



उत्तर प्रदेश UTTAR PRADESH

AB 812959

**TRIPARTITE SUB-LEASE DEED**

THIS TRIPARTITE SUB-LEASE DEED is on this 27<sup>th</sup> day of Dec, 2011  
(hereinafter referred to as "Tripartite Sub-Lease Deed")

**BY AND BETWEEN**

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY an Authority constituted under the provisions of Section 3 read with Section 2(b) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) hereinafter referred to as the "**LESSOR**"

**AND**

M/s Shipra Estate Limited a company duly incorporated and existing under the provisions of the Companies Act, 1956 and having its registered office at D-32, Main Vikas Marg, Laxmi Nagar, Delhi- 110092 represented by its Authorised Signatory Mr. Sanjay Garg S/o Late Shri I.C. Agarwal duly authorized vide resolution dated 09.12.2011 passed by the Board of Directors, hereinafter referred to as the "**LESSEE**" which expression, unless repugnant to the subject or context, shall include its successors and permitted assigns.

**AND**

M/s Urvi Homes Pvt. Ltd. a company duly incorporated and existing under the provisions of the Companies Act, 1956 and having its registered office at D-32, Main Vikas Marg, Laxmi Nagar, Delhi-110092 represented by its Authorized Signatory Mr. Amit Walia S/o Late Shri H.C. Walia duly authorized vide resolution dated 20.12.2011 passed by the Board of Directors hereinafter referred to as the "**SUB-LESSEE**" which expression, unless repugnant to the subject or context, shall include its successors and permitted assigns.

**For Urvi Homes Private Limited**

**For Shipra Estate Limited**

  
Authorized Signatory

  
Authorized Signatory



भाग 1  
प्रस्तुतकर्ता अथवा पार्थी द्वारा रखा जाने वाला।

उप निष्ठा स्व. कार्यालय

क्र. सं. 27867

मोहर

लेख या पार्थी पर प्रस्तुत करने का दिनांक

28-Dec-2011

प्रस्तुतकर्ता या पार्थी का नाम श्री. रवींद्र कुमार प्रो(वि) द्वारा अमित वासिया

लेख का प्रकार

उप प्रस्ताव दिखाने

प्रतिफल की धनराशि

145,214,261 0.00

1. गैजटरीकरण शुल्क 10,000.00
2. प्रतिनिधिकरण शुल्क 60
3. निर्माण या सजावट शुल्क
4. मूल्यमापन के अनुमानित करण के लिए शुल्क
5. बसोडान शुल्क
6. विविध
7. वीजिक अल्लो

उप निष्ठा स्व. का योग

10,000.00

शुल्क प्रस्तुत करने का दिनांक

28-Dec-2011

दिनांक स्व. लेख, प्रतिनिधि या सजावट परमाणु पर

प्रमाण करने के लिए नया किया

28-Dec-2011

गैजटरीकरण अधिकारी के हस्ताक्षर

प्रमाणित  
28-Dec-2011



उत्तर प्रदेश UTTAR PRADESH

AB 812960

WHEREAS a Sub lease deed dated 27/12/2011 has been executed and duly registered by the "LESSOR" in favour of the "LESSEE" whereby the "LESSOR" has leased to the "LESSEE" the plot of land demarcated as Plot No. A-22 Sector 132 Noida, measuring 30363.90 sq. mtrs to the "LESSEE" for a term of ninety years commencing w.e.f. 10/11/2005

AND WHEREAS the LESSOR has demised and leased to the Lessee the Demised Plot, for purpose of "setting up a Development of IT/ITES Infrastructure", in favor of Lessee vide Deed dated 10<sup>th</sup> April, 2005 at Noida duly registered with the Sub-Registrar, Noida in Bahi No 1, Zild No 1376 Pages No. 927 To 952 as document No 3589 & 3590 dated 27-04-2006, (hereinafter referred to as "Original Lease") for a period of 90 years commencing from 10<sup>th</sup> April, 2005.

The Total lease premium to be paid by lessee to Lessor under the said lease Deed is 22,91,86,717.20 Out of the aforesaid amount of Rs 10,08,79,020/- Lessee has paid to Lessor under the Said Lease Deed an amount of Rs. 6,12,04,932/- and the balance amount of Rs.12,83,44,568/- along with interest @ 15% per annum (compounded half yearly) is to be paid by the Lessee and sub Lessee in four half yearly installments commencing from 31-03-2013 to Lessor in terms of the said Lease Deed.

The sub-lessee would pay total premium being 50% i.e. Rs. 14,52,14,260/- of total premium of plot amounting to Rs. 29,04,28,520/- out of which Rs. 5,04,39,510/- has already been paid the receipt where of the lessor hereby acknowledges and balance sum of Rs. 9,47,74,750/- Shall be paid in four half yearly installments commencing from 31-03-2013 alongwith equated 15% per annum interest to be compounded half yearly and the remaining installments falling due consecutively as follows:-

For Infra Estate Limited

For Urvi Homes Private Limited

Authorized Signatory

Authorized Signatory



# भारतीय गैर न्यायिक

पचास  
रुपये

रु.50



FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

AB 812961

DUE DATE	INSTALLMENT	PRINCIPAL	INTEREST	TOTAL AMOUNT
30-09-2011	Installment - 01 Only Interest	0	5686486.00	5686486.00
31-03-2012	Installment - 02 Only Interest	0	5686486.00	5686486.00
30-09-2012	Installment - 03 Only Interest	0	5686486.00	5686486.00
31-03-2013	Installment - 04	23693687.50	5686486.00	29380173.50
30-09-2013	Installment - 05	23693687.50	4264864.50	27958552.00
31-03-2014	Installment - 06	23693687.50	2843243.00	26536930.50
30-09-2014	Installment - 07	23693687.50	1421621.50	25115309.00

Provided that the interest shall be computed at the rate mentioned above on the total amount of the balance outstanding from time to time from the date of allotment i.e. and shall be payable half yearly on the 30<sup>th</sup> day of Sept. and 31<sup>st</sup> day of day of March each year, the First of such payment to be made on the 30<sup>th</sup> day of Sept. 2011 falling earlier

For Shree Estate Limited

Authorized Signatory

For Urvi Homes Private Limited

Authorized Signatory

क्याप होत करन - पुलिस  
क्याप होत करन - पुलिस  
क्याप की धन राशि 500  
विशेषीय कुम्हार कलाय विरोधा  
क. नं 78/2008 का की अर्था 21-12-2011  
विशेष सीमा 10000 विरोध करन  
नौकर पालिकाय काय सीमा नौकर

26 DEC 2011

नं. 32 वी

होम. सी. लि.

A-2/132 नौकर

ने निपटवत ग्योकार किया ।

जिसकी पहचान की संजय भारद्वाज

पुत्र की नरेन्द्र भारद्वाज

पंजा नौकरी

निवासी बी-377 पटेल नगर द्वितीय गाजियाबाद

व श्री सुनील दत्त शर्मा

पुत्र श्री बी डी शर्मा

पंजा नौकरी

निवासी डी-145 बी पटेल नगर द्वितीय गाजियाबाद

ने जो

पचवत्स पद साक्षियों के निवात शर्मा नियमानुसार लिखे गये हैं ।



रजिस्ट्रार अधिकारी के हस्तक्षर

(आर0के0 गौतम)  
उप-निबंधक द्वितीय  
नोएडा

28/12/2011





उत्तर प्रदेश UTTAR PRADESH

AB 812962

AND WHEREAS the "LESSEE" and the "SUB-LESSEE" are desirous of executing a tripartite sub lease deed in respect of the aforesaid area agreed to be sub leased by the "SUB LESSEE"

1 NOW THIS TRIPARTITE SUB LEASE DEED WITNESSETH AS FOLLOW:-

That in consideration of a premium of Rs 14,52,14,260/- out of which a sum of Rs 5,04,39,510/- has been paid by the "SUB-LESSEE" to the "LESSEE", the receipt whereof the "LESSEE" acknowledges and the balance consideration of Rs 9,47,74,750/- which has been agreed to be payable by the "SUB-LESSEE" to the "LESSOR" directly together with interest @ 15% p.a..

And the payment of a sum of Rs 28,65,781/- towards proportionate lease rent in respect of the sub leased premises which amount has been paid by the "SUB-LESSEE" to the "LESSEE" and for which the "LESSEE" hereby acknowledges receipt.

The "LESSEE" does hereby sub leases the leased premises to the "SUB-LESSEE" on as is where is basis for the un-expired portion of ninety years of the main lease deed dated 10<sup>th</sup> April, 2005 On the terms and conditions set out hereinafter except and always reserving to the "LESSOR" its rights, title and powers as specified in the lease deed dated 10<sup>th</sup> April, 2005.

For Urvil Estate Limited

*[Signature]*  
Authorised Signatory

For Urvil Estate Private Limited

*[Signature]*  
Authorised Signatory

22  
26 DEC 2011  
शिवदीप कुमार सहाय  
पु. नं. 78/ बरेली को ली अवधि 31-08-2011  
दिनांक 31-08-2011  
बरेली जेल

# पट्टा दाता

Registration No.: 11601

Year: 2,011

Book No.: 1

0101 द्वारिका प्रसाद (सहायक) प्रतिनिधि नोएडा विकास प्रा0 द्वारा प्र

नोएडा  
नोएडा

*(Signature)*



0102 श्री शिवा स्टेट लि0 द्वारा संजय मर्मा

नोएडा सी अवधि  
श्री 32 मैन विकास मर्मा लखी मपुर दिल्ली  
नोएडा

*(Signature)*





उत्तर प्रदेश UTTAR PRADESH

AB 812963

- (i) The "LESSEE" and the "SUB-LESSEE" hereby acknowledge and admit that as per the Lease Deed, the "LESSOR" has all the rights and title to all mines, minerals, coals, washing golds, earth oils, quarries in or under the plots and full rights and powers at any time to do all the acts and things, which may be necessary or expedient for the purposes of searching for, working and obtaining, removing and enjoining the same without providing or leaving any vertical support for the surface of the plot or for the structure time being standing thereon, provided always that the "LESSOR" shall make reasonable compensation to the Sub-Lessee for all damage directly occasioned by the exercise of the rights reserved for the "LESSOR" in the Lease Deed. The decision of the Chief Executive Officer of the NOIDA, on the amount of such compensation shall be final and binding on "LESSEE" and the "SUB-LESSEE"
- (ii) A right to lay water mains, drains, sewers or electric wire under or above the sub leased premises or the main leased plot.
2. By virtue of this Sub-lease deed, the SUB-LESSEE enters into the shoes of the LESSEE and becomes responsible for, and to comply with, all terms and conditions of the Lease-deed dated 10<sup>th</sup> April, 2005, and will be entitled to directly deal with the LESSOR and other government and statutory authorities for the various purposes required under the Lease-Deed, including but not limited to applying for sanction of plans, maps, completion certificates, and other such procedures, etc.
3. AND THE "SUB-LESSEE" do hereby declare and covenant with the LESSOR the following:-

For Shriprata Estate Limited

Authorised Signatory

For Urvi Homes Private Limited

Authorised Signatory

24  
 26 DEC 2011  
 32  
 1-2/132

26 DEC 2011

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1-2/132

# पट्टा गृहीता

Registration No. 11001

Year 2011

Book No. 1

0201 गैर उर्दी होम्स प्रा0लि0 द्वारा अमित वालिया  
 140 एन सी वालिया  
 140 एन सी वालिया  
 140 एन सी वालिया

Handwritten signature



- (i) That the Sub-Lessee shall at all times during the term hereof duly perform and observe all the covenants which are contained in this Sub-Lease Deed and the Lease Deed. All the terms and conditions set out in the lease deed shall be deemed to be part of this sub lease deed. The "SUB-LESSEE" expressly acknowledges that they have seen, perused and obtained a copy of the said lease deed. In the event there is any inconsistency between any term of this Sub-Lease Deed and the Lease Deed, the provisions of the Lease Deed shall override the provisions of the Sub Lease Deed, as adjusted to the extent of the area sub-leased.
- (ii) That the "SUB-LESSEE" shall pay directly to the "LESSOR" the balance consideration in installments together with interest in the manner and on the dates set out in Article- I above.
- (iii) The "SUB-LESSEE" shall use the sub leased premises only for the purpose of construction and setting up a Development of IT/ITES Infrastructure, for which the same as been sub leased and for no other purpose whatsoever and will not do or suffer to be done on the sub leased premises, any act or thing which may or grow to be a nuisance, damage, annoyance or inconvenience to the "LESSOR" or other "SUB-LESSEE" or the occupiers of other premises in the neighborhood.
- (iv) In the event the "LESSOR" demands any enhancement in the rent of the Leased Land including that for the sub leased premises then the SUB-LESSEE shall be liable to pay the enhanced rent on proportionate basis relating to the area sub-leased herein, directly to the "LESSOR".
- (v) The SUB-LESSEE shall bear, pay and discharge all rates assessments of every description, to proportionately pay taxes, charges, rents, demands, claims, revenue, cess, levies etc that may be levied or demanded by the "LESSOR" and/or any other governmental/competent authority in future in respect of the land and the sub leased premises.
- (vi) Except as permitted under the rules, the SUB-LESSEE shall not be entitled to sell, transfer, change in shareholding, change in constitution, assign or otherwise part with possession of the whole or any part of the sub leased premises without the prior written permission of the "LESSOR", and as per the terms and conditions of the Lease Deed and those to be included in the Permission to Transfer (T.M) and on payment of transfer charges, change in shareholding charges, etc. as applicable from time to time to the "LESSOR". The decision of the "LESSOR" in respect of the terms and conditions for the transfer and that relating to transfer charges, change in shareholding charges will be final and binding on the LESSEE/"SUB-LESSEE" and all subsequent transferees.
- (viii) That the SUB-LESSEE shall obey all directions issued or regulations made by the "LESSOR" now existing or to be issued/made in future from time to time.
- (ix) That the SUB-LESSEE will not make, or permit to be made, any alteration, erections or additions to the layout of the sub leased premises without the previous permission in writing from the "LESSOR" and in case of any deviation from such terms of plan, "SUB-LESSEE" shall immediately upon receipt of notice from the "LESSOR" requiring him to do so, correct such deviation as aforesaid and if the "SUB-LESSEE" shall neglect to correct such deviation within prescribed time after the receipt of such notice, then it shall be lawful for the "LESSOR" to cause such deviation to be

For Shriya Estate Limited



Authorized Signatory

For Urvi Homes Private Limited



Authorized Signatory

corrected at the expenses of the "SUB-LESSEE" and the "SUB- LESSEE" hereby agrees to reimburse to the "LESSOR" such amount as the "LESSOR"(whose decision shall be final) shall fix in that behalf.


- (x) The "SUB-LESSEE" may with the prior written permission of the "LESSOR" and subject to such conditions as the "LESSOR" may impose, mortgage the demised premises to Government/Semi Government organization/ Financial Institution/individuals/ Firms/Body Corporate/ Banks for the purpose to be clearly specified in the application for permission to be submitted by sub lessee.
  - (xi) That the "LESSOR" shall have first charge upon sub leased premises for the amount of unpaid balance, charges, taxes, rates, interest of any other dues of the "LESSOR" by whatever name called.
  - (xii) That every transfer, assignment, relinquishment, mortgage, subletting of any part/whole of the sub leased premises shall be subject to the terms of the Lease-deed and the transfer permission and payment of transfer chares and every transferee, assignee, sub-lessee, mortgagee or the like shall be bound by all covenants and conditions herein contained and be answerable to the "LESSOR" in all respects therefor.
  - (xiii) That the "SUB-LESSEE" will permit the members, officers and subordinates of the "LESSOR" and workmen and others engaged by the "LESSOR" from time to time and at all reasonable time of the day, to enter into and upon the sub leased premises in order to inspect the same and carry on necessary works mentioned before and for which purpose notice would be given by the lessor to the "SUB-LESSEE".
  - (xiv) That the "SUB-LESSEE" shall not erect or permit the sub leased premises or any part thereof any stable, sheds or other structures of description whatsoever for keeping any kind of animals whatsoever.
  - (xv) It is specifically agreed by the "SUB-LESSEE" that in the event there is any change in constitution or change in the management control of the "SUB LESSEE" or the "SUB-LESSEE" undergoes amalgamation with any other company or transfer of interest to any third party either in whole or in part without the prior written permission of LESSOR or as permitted under rules, then in such an event, the "LESSOR" shall have a right to terminate this Sub-Lease Deed at its sole option, and take the possession of sub leased premises from the "SUB-LESSEE".
  - (xvi) Without prejudice to any other clause herein in this sub lease relating to the cancellation, upon the happening of any one or more of the under mentioned situations. It shall be lawful for the "LESSOR", without prejudice to any other legal right or remedies available under the law, to re-enter the sub leased premises or any part thereof and thereafter the Sub-Lease Deed shall stand determined.
- a) If the "SUB-LESSEE" or any other persons(s) claiming through or under the "SUB-LESSEE" commits breach of any of the covenants or conditions contained in the lease deed or this sub-lease deed and such breach is not remedied following receipt of a written notice from the "LESSOR" specifying the nature of breach and providing the "SUB-LESSEE" reasonable opportunity to remedy the breach.



For Urvil Estate Limited

  
Authorized Signatory

For Urvil Homes Private Limited

  
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- b) If the "SUB-LESSEE" or any other person(s) claiming through or under Sub-Lessee fails and/or neglects to observe punctuality and/or perform their/its/his/her obligations stipulated under the lease deed or this Sub-Lease Deed.
- c) If the "SUB-LESSEE" or any other person(s) claiming through are under the, whether actually or purportedly transfers, creates, alienates, extinguishes, relinquishes, mortgages, or assigns the whole or any part of his rights, title or interest whether in whole or any part thereof, except in the manner stipulated in the Sub-Lease Deed.
- d) If the "SUB-LESSEE" is adjudged insolvent under any law by a Court of Law.
- e) In the event of discovery of the fact that the "SUB-LESSEE" has furnished false and/or incorrect information/facts or concealed relevant and/or material information/facts and obtained this sub lease as a result thereof.
- f) In the event of non-observance/non-compliance of any of the terms stipulated in the lease deed.

In the event of such determination of sub lease the following consequences shall follow: -

- (aa) At the time of re-entry, the sub leased premises are not occupied by the "SUB-LESSEE", the "LESSEE" may forfeit the whole or part consideration paid by the Sub-Lessee and the "LESSEE" shall have the right to sub lease that premises to any other person. However, the "LESSEE" will have to give a notice in writing to the "SUB-LESSEE" requiring him to show cause granting him reasonable time to reply.
  - (bb) Any losses suffered by the "LESSOR" on fresh sub lease of the premises for breaches of conditions aforesaid on the part of "SUB-LESSEE" or any person claiming through or under him shall be recoverable by the "LESSOR" from the "SUB-LESSEE"
- (xvii) If the SUB-LESSEE commits any act or omission on the demised premises resulting in nuisance, it shall be lawful for the "LESSOR" to ask the Sub-Lessee to remove the nuisance within a reasonable period failing which the "LESSOR" shall itself get the nuisance removed at Sub-lessee's cost and charge damages from the Sub-lessee during the period of subsistence of nuisance.
  - (xviii) The "SUB-LESSEE" shall not hold the "LESSOR" responsible to make good the damage, if any, caused by fire, tempest, flood or violence or if as a result of any irresistible force, any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for the purpose for which it has been sub-leased.
  - (xix) The "SUB-LESSEE" shall indemnify and keep the "LESSOR" indemnified against all liability, costs, damages claims of demands which may be incurred or suffered by or caused to the "LESSOR" by reason of any breach, default, contravention, non-observance or non-performance by the "SUB LESSEE" of the terms and conditions of the Sub-Lease Deed and / or the Lease Deed or if any of the "SUB-LESSEE's" representations and warranties given in this Sub-Lease Deed are found to be false.



or supra Estate Limited For Urvi Homes Private Limited

  
Authorized Signatory

  
Authorized Signatory

- xx) That the Sub-Lessee shall have to apply for sanction of Building Plan and provisions of Ground Coverage , FAR, Set back & Height, Green Area & Parking need shall be allowed in accordance with Tender, allotment, Lease Deed and Building Byelaws.
- xxi) That the Sub-Lessee shall have to obtain separate Site Plan, Possession Certificate of the Sub-divided plot and complete the construction of Building work within the stipulated period allowed for construction and apply for occupancy certificate to Building Cell, Noida as per rules and regulations.
- xxii) That the period from 10.4.2005 to 15.7.2010 shall be treated as Zero period and calculation of the period of construction period/validity of Building Plan shall also be made after deducting the Zero period.
- xxiii) That Addl. Distt. Magistrate, (F), Distt. Gautam Budh Nagar have informed vide his letter No. 2307/St-ADM/2811 Dated 8.9.2011 that” कृपया अपने पत्र संख्या नौएडा/संस्थागत/2011/1308, दिनांक 30.06.2011 का अवलोकन करने का कट करें। उक्त के सम्बन्ध में जिलाधिकारी गौतमबुद्धनगर ने अपने आदेश दिनांक 07.09.2011 द्वारा निम्नानुसार निर्देश जारी करने के आदेश दिये हैं। शासनादेश संख्या क0नि05-305/11- 2005-500(136)/2003, दिनांक 19 जनवरी, 2005 के अनुपालन में M/s Shipra Estate Ltd. के पक्ष में Development of IT and ITES Infrastructure की परियोजना स्थापित किये जाने हेतु पट्टा विलेख आपके द्वारा किया गया था, जिसमें शासनादेश संख्या क0 नि0 5-305/11- 2005-500(136)/2003, दिनांक 19 जनवरी, 2005 द्वारा कुछ शर्तों के साथ बैंक गारंटी प्राप्त कर स्टाम्प शुल्क में छूट प्रदान की गयी थी। यदि निर्धारित शर्तों को पूर्ण करने में M/s Shipra Estate Ltd. द्वारा कोई कमी नहीं की गयी है तो बैंक गारंटी वापस की जा सकती है। M/s Shipra Estate Ltd. की दो 100% subsidiary कम्पनियां M/s August Residency (P) Ltd. तथा M/s Urvi Homes (P) Ltd. हैं। M/s Shipra Estate Ltd. द्वारा अपनी उक्त subsidiary कम्पनियों को पट्टा विलेख करने की अनुमति चाही गयी है। उत्तर प्रदेश स्टाम्प अधिनियम के अन्तर्गत ऐसा प्राविधान है कि यदि Registrar of Company उत्तर प्रदेश यह certificate दे कि transferee company मूल कम्पनी की 90% या उससे अधिक की subsidiary कम्पनी है, तो स्टाम्प छूट देय होगी। Registrar of Company उत्तर प्रदेश ने अपने पत्र संख्या: ROC/Misc./1501 & ROC/Misc./1502, दिनांक 4.8.2011 द्वारा M/s August Residency (P) Ltd. तथा M/s Urvi Homes (P) Ltd. को M/s Shipra Estate Ltd. की 100% subsidiary company बताया है। M/s Shipra Estate Ltd. ने अपने शपथ पत्र में बताया है कि subsidiary कम्पनी पर वही शर्तें एवं नियम लागू होंगे जो मूल कम्पनी M/s Shipra Estate Ltd. पर थे। आपके पत्र संख्या नौएडा/म0प्र0/संस्थागत/1111 से स्पष्ट है कि M/s Shipra Estate Ltd. को NOIDA द्वारा दिनांक 16.7.2010 को भौतिक कब्जा दिया गया है। अतः कब्जा दिये जाने के दिनांक से M/s Shipra Estate Ltd. के शर्तों एवं नियमों के अधीन वर्तमान देय स्टाम्प शुल्क को बराबर बैंक गारंटी देने पर पट्टा विलेख किया जा सकता है। शर्तों का पालन न किये जाने की स्थिति में बैंक गारंटी की धनराशि को स्टाम्प देय के रूप में राज्य सरकार में निहित समझा जायेगा।”

For Shipra Estate Limited For Urvi Homes Private Limited

Authorised Signatory

Authorised Signatory

### 3 OTHERS

- I. All notices, order and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (UP Act No 6 of 1976), or any Rules or Regulations or Directions made there under shall be deemed to be duly served as provided u/s 43 of the U.P. Urban Planning and Development Act, 1973 as re-enacted and modified by the Uttar Pradesh President's Act (Re-enactment with modifications) Act, 1974 (U.P. Act. No. 30 of 1974).
- II. All powers exercised by the "LESSOR" under this Sub-Lease may be exercised by the Chief Executive Officer of the "LESSOR". The "LESSOR" may also authorize any of its other officers to exercise all or any of the powers exercisable by it under this Sub-Lease.  
  
Provided that the expression Chief Executive Officer shall include the Chief Executive Officer for the time being or any other Officer who is entrusted by the "LESSOR" with the similar functions to those of Chief Executive Officer.
- III. All the terms & conditions of the Brochure of Scheme/Allotment Letter/ Lease Deed shall be binding upon the "SUB-LESSEE".
- IV. The cost and expenses of preparation, stamping and registering this Sub-Lease Deed and all other incidental expenses including any duty or charges that may be levied by the "LESSOR" or any competent authority/ government shall be borne by the "SUB-LESSEE".
- V. The Chief Executive Officer of the "LESSOR" reserves the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and/or expedient.
- VI. Any relaxations, concession or indulgence granted by the "LESSOR" to the "SUB-LESSEE" shall not in any way prejudice the legal right of the "LESSOR".
- VII. The SUB-LESSEE on written request, may be permitted by the "LESSOR" to rent out these premises, on the similar terms & conditions as applicable to the "LESSEE" including payment of charges by whatever name called.
- VIII. All arrears payable to the "LESSOR" shall be recoverable from the LESSEE and SUB-LESSEE as arrears of land revenue.
- IX. The High Court of judicature at Allahabad and the District Court at Gautam Budh Nagar alone shall have territorial jurisdiction to the exclusion of all other courts.




for ~~Upra Estate Limited~~ **Urvil Homes Private Limited**

  
Authorized Signatory


  
Authorized Signatory

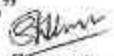


IN WITNESSES WHEREOF THE PARTIES have set their hands on the day and in the year herein below written.

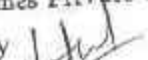
Witness  Sanjay Bhardwaj & Co  
H. Sh. Narendra Bhardwaj  
Address B-377, Patel Nagar-II  
G20.

  
For and on behalf of "LESSOR"  
Authorized Signatory

Witness  Sunil Dutt Sharma  
50 Sh. B.D. Sharma  
Address D-145 B. Patel Nagar-II  
G20B.

... Infra Estate Limited  
For and on behalf of "LESSEE"  
  
Authorized Signatory

Witness  
Address

For and on behalf of "SUB LESSEE"  
  
Authorized Signatory

Authorized Signatory

आज दिनांक 28/12/2011 को

वर्ग में 1 जिल्द में 3906

पृष्ठ में 113 से 134 पर क्रमांक 11601

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(आर०के० गौतम)

उप-निबन्धक द्वितीय

नोएडा

28/12/2011

