

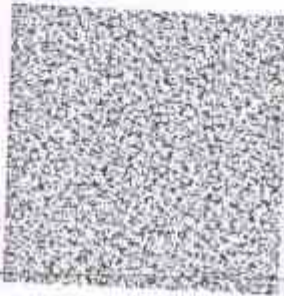


सत्यमेव जयते

INDIA NON JUDICIAL  
Government of Uttar Pradesh

e-Stamp

Certificate No. : IN-UP00191872742085L  
Certificate Issued Date : 13-Dec-2013 11:29 AM  
Account Reference : SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN  
Unique Doc. Reference : SUBIN-UPUPSHCIL0100212455236046L  
Purchased by : JAYPEE SPORTS INTERNATIONAL LTD  
Description of Document : Article 35 Lease  
Property Description : PLOT NO. GH-B2, SECTOR-25, JAYPEE GREENS SPORTS, CITY SDZ  
Consideration Price (Rs.) : 89,38,92,000  
(Eighty Nine Crore Thirty Eight Lakh Ninety Two Thousand only)  
First Party : JAYPEE SPORTS INTERNATIONAL LTD  
Second Party : SOLITAIRE REALINFRA PVT LTD  
Stamp Duty Paid By : JAYPEE SPORTS INTERNATIONAL LTD  
Stamp Duty Amount(Rs.) : 4,46,95,000  
(Four Crore Forty Six Lakh Ninety Five Thousand only)



Please write or type below this line

Sub Lease Deed

①



YL 0000041122

Statutory Alert:

The authenticity of this Stamp Certificate should be verified at [www.statestamp.com](http://www.statestamp.com). Any discrepancy in the stamp certificate will render it invalid.



SUB LEASE DEED



Consideration  
Stamp Duty

- Rs.89,38,90,966.00
- Rs.4,46,95,000.00

THIS SUB - LEASE DEED (hereinafter referred to as the "Sub - Lease Deed") is made and entered on this 24 day of December, 2013 at Greater Noida in District- Gautam Budh Nagar.

#### BY AND BETWEEN

Jaypee Sports International Limited, a company duly incorporated and validly existing under the provisions of the Companies Act, 1956 and having its registered office at Sector - 128, Noida - 201304, U.P. [PAN No. **AABCJ9037E**] through its Company Secretary, Mr. P. N. Kumar, son of Mr. Ram Das, as Authorized Signatory (hereinafter referred to as the "Sub-Lessor"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives) of the **FIRST PART** and the **Sub Lease Deed** is presented before the Registrar, Greater Noida by Shri. Rajeev Goyal, S/o. Shri. S.C.Goyal, R/o. Apartment No. 321, Golf Vista Apartments, Alpha-II, Greater Noida, Uttar Pradesh as Authenticated Attorney on behalf of "Sub Lessor". The Authenticated Attorney is registered vide Bahi No- 06, Jld No- 02, Pages- 155 to 156. Document No- 17, Dated 07.08.2012 with Sub- Registrar's Office, Gautam Budh Nagar (U.P).

AND



*Handwritten signature*





M/ s. Solitaire Realinfra Private Limited, (PAN-AACCH4156K), a company duly incorporated and validly-existing under the provisions of the Companies Act, 1956 and having its registered office at D- 835, New Friends Colony, New Delhi- 110065, India (PAN-AACCH4156K), through its Director/ Authorized representative Mr. Harjeet Singh Sahni, S/o. Mr. Manmohan Singh Sahni, R/o, D- 835, IInd Floor, New Friends Colony, New Delhi- 110065, India (PAN No- AAWPS4765J) duly authorised by Board of Directors vide Board meeting dated 22.01.2013 held at registered office of the Company (hereinafter referred to as the "Sub-Lessee"), which expression or term shall, unless excluded by or repugnant to the context or meaning hereof, be deemed to include its legal heirs, executors, successors and legal representatives) of the

## SECOND PART.

The **Sub-Lessor** and the **Sub-Lessee** shall individually be referred to as the "**Party**" and collectively as the "**Parties**".

## WHEREAS

The Government of Uttar Pradesh constituted the Taj Expressway Industrial Development Authority, vide GoUP Notification No. 697 / 77 - 04 - 2001 - 3 (N) / 2001 dated 24<sup>th</sup> April, 2001 (name changed to Yamuna Expressway Industrial Development Authority (hereinafter referred to as the "**YEA**") vide GoUP Notification No. 1165 / 77 - 04 - 08 - 65N / 08 dated 11<sup>th</sup> July, 2008), under the U.P. Industrial Area Development Act 1976, presently having its principal office at 1<sup>st</sup> Floor, Commercial Complex, Block-P-2, Sector-Omega-1, Greater Noida, District Gautam Budh Nagar-201308, U.P.



89,389,200.00 छप पट्टा मिलेख (90 वर्ष) 10,000.00 50 10,050.00 2,500

प्रतिफल मालिखत आगत वार्षिक किराया पंथ रजिस्ट्री नकल व प्रति भुक्त योग शब्द लगभग

मे0 सोलिटेयर रियलइन्फा प्रा0लि0द्वारा हरजीत सिंह साहनी  
पुत्र श्री मनमोहन सिंह साहनी

व्यवसाय व्यापार

निवासी स्थान डी-835 न्यू फ्लैण्डस कालोनी नई दिल्ली-65  
आधारित पता डी-835 न्यू फ्लैण्डस कालोनी नई दिल्ली-65

ने यह संज्ञपन इस कार्यालय में दिनांक 27/12/2013 समय 12:59PM  
वर्ज निबन्धन हेतु पेश किया।



रजिस्ट्रिकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)  
उपनिबन्धक सदर

गौतमबुद्धनगर

27/12/2013

निष्पादन लेखपत्र बाध मुक्त व समझने मजबूत व प्राप्त धनराशि के प्रलेखानुसार उक्त

पट्टा दाता

पट्टा गृहीता

श्री राजीव गोयल  
प्रतिनिधि जेपी स्पोर्ट्स इंटरनेशनल लि0द्वारा  
पी0एन0कुमार  
पुत्र श्री सुभाषचन्द्र गोयल  
पुत्र/पत्नी श्री पेशा नौकरी



मे0 सोलिटेयर रियलइन्फा प्रा0लि0द्वारा हरजीत सिंह साहनी  
पुत्र श्री मनमोहन सिंह साहनी  
पेशा व्यापार  
निवासी डी-835 न्यू फ्लैण्डस कालोनी नई दिल्ली-65



ने निष्पादन स्वीकार किया।

जिनको वापस श्री अनुल कुमार अग्रवाल (अधिवक्ता)

पता इकलत

निवासी गेट नौएडा

व श्री शिव कुमार

पुत्र श्री एस0पी0सिंह

पता

निवासी एच-138 गामा-2 गेट नौएडा

ने श्री।

प्रत्यक्षत भद्र साधियों के निजान अंगुठ निबन्धनमा किया गया है।



रजिस्ट्रिकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव)  
उपनिबन्धक सदर  
गौतमबुद्धनगर

AND YEA formulated a scheme to develop Mega Projects in Special Development Zones (hereinafter referred to as "SDZs") along the Taj Expressway (renamed as Yamuna Expressway vide G.O.P. Notification No. 1165 / 77 - 04 - 08 - 65N / 08 dated 11<sup>th</sup> July, 2008) between Greater Noida and Agra and invited applications for allotment of SDZs.

AND JPSK Sports Private Limited (hereinafter referred to as "JPSK") was incorporated under the Companies Act, 1956 on 20.10.2007 and applied to YEA for allotment of one SDZ admeasuring 1000 hectares for development of the area with sports as its core activity (hereinafter referred to as the "Core Activity"). JPSK subsequently changed its name to Jaypee Sports International Private Limited on 28.07.2010 and then changed from Private Limited to Public Limited Company and a fresh Certificate of Incorporation in the name of Jaypee Sports International Limited (JSIL) was issued by the Registrar of Companies of Uttar Pradesh and Uttarakhand on 28.07.2010.

AND YEA allotted a SDZ with an area of approximately 1000-hectare at Sector 25, Jaypee Greens Sports City SDZ, District Gautam Budh Nagar, U.P. (hereinafter referred to as the "Leased Land") to the Sub-Lessor for development with Sports as core activity and granted lease of the Leased Land in various lots in favour of the Sub-Lessor through various lease deeds, the details of which are provided in Annexure - I attached hereto (hereinafter referred to as the "Lease Deeds") as per the terms and conditions specified therein, which inter-alia include use of minimum 35% of the Leased Land for Core Activity including roads and open spaces (hereinafter referred to as the "Core Area"), while, balance Leased Land (hereinafter referred to as the "Non Core Area") could be used for other specified activities (hereinafter referred to as the "Non Core Activity").





पट्टा दाता

Registration No.: 32715

Year: 2013

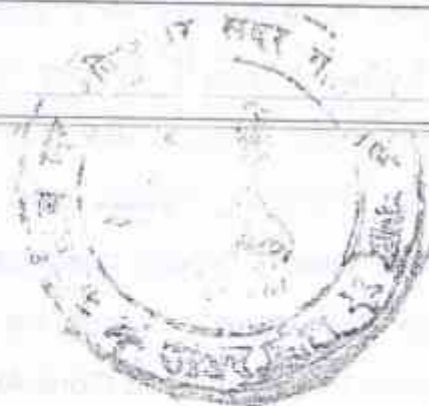
Book No.: 1

0101 राजीव गोयल प्रतिनिधि जेपी स्पोर्ट्स इंटरनेशनल लि०द्वारा पी

सुनामचन्द्र गोयल

से०-128 सीएफ जी०बी०नगर

मोकली



AND the Sub-Lessor has been granted an unfettered right to sub-lease the whole or any part of the **Non Core Area** [hereinafter referred to as the "**Subject Land**"], whether developed or undeveloped; by way of plots or constructed properties; or give on leave and license; or otherwise dispose of its interest in the **Subject Land** to any person in any manner whatsoever, without requiring any consent or approval of **YEA** or any other relevant authority.

AND the Sub-Lessor had prepared land use plan, layout plan and other relevant plans for the development of the **Leased Land** in the name of **Jaypee Greens Sports City** which were duly approved by **YEA** vide letter dated 26.06.2012 bearing Memo No.YEA/63/2012/SDZ-01/NC. These plans have since been revised and resubmitted with **YEA** for approval. (The said revised plans or the subsequently revised plans as the case may be, hereinafter referred to as the "**Relevant Plans**").

AND in the premises and on the request of the **Sub-Lessee**, the **Sub-Lessor** has agreed to sub lease for a period upto 23.09.2099 a plot of land in the **Subject Land** admeasuring **45389 square metre** (approximately **11.215 acres**) (hereinafter referred to as the "**Demised Plot**") being Plot no- **GH- B2** situated at **Sector- 25, Jaypee Greens Sports City, SDZ, Yamuna Expressway Industrial Development Authority Area, District- Gautam Budh Nagar, (U.P)** of the **Relevant Plans**, to the **Sub-Lessee** for group housing for a consideration of **Premium of Rs.86,91,99,350/-** calculated @ **Rs.19,150/-** per square metre and on one time lease rent of **Rs.2,46,91,616/-** (Rupees Two Crore Forty Six Lac **Ninety One Thousand Six Hundred Sixteen Only**) @ **544/-** per square metre on mutually agreed terms and conditions.



पट्टा गृहीता

Registration No. : 32715

Year : 2013

Book No. : 1

0201 म० सोलिटेयर रियलइन्फा प्रा० लि० द्वारा हरजीत सिंह साहनी  
मनमोहन सिंह साहनी

सी-835 न्यू गिरगांव कापली नई दिल्ली-85

आपावर

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AND the Demised Plot is more specifically described in the Schedule of Property (Annexure-II) and Location Plan (Annexure - III) attached hereto.

NOW, THEREFORE, THIS SUB LEASE DEED WITNESSETH AS UNDER AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Sub-Lessor, being the lawful lease holder of the Demised Plot, is competent to sub-lease the same to the Sub-Lessee in consideration of the payment of Premium of Rs.86,91,99,350/- (Rupees Eighty Six Crore Ninety One Lac Ninety Nine Thousand Three Hundred Fifty Only) calculated @ Rs.19,150/- (Rupees Nineteen Thousand One Hundred Fifty Only) per square metre of Demised Plot and one time lease rent of Rs.2,46,91,616/- (Rupees Two Crore Forty Six Lac Ninety One Thousand Six Hundred Sixteen Only) @ Rs.544/- (Five Hundred Forty Four Only) per square metre of Demised Plot, total Consideration being Rs.89,38,90,966/- (Rupees Eighty Nine Crore Thirty Eight Lac Ninety Thousand Nine Hundred Sixty Six Only). The Sub Lessee has made the following payments to Sub Lessor the receipts of which the Sub Lessor admits and acknowledges.

S.No	Mode of Payment	Dated	Amount (Rs.)
1.	By Cheque no. 479757 drawn on Indian Mercantile Co-Operative Bank Ltd.	12.03.2013	2,50,00,000.00
2.	By Cheque no. 479758 drawn on Indian Mercantile Co-Operative Bank Ltd.	17.03.2013	2,50,00,000.00
3.	By Cheque no. 479759 drawn on Indian Mercantile Co-Operative Bank Ltd.	23.03.2013	2,50,00,000.00



4.	By Cheque no. 479760 drawn on Indian Mercantile Co-Operative Bank Ltd.	25.03.2013	1,50,00,000.00
5.	By Cheque no. 000013 drawn on Bank of Baroda.	03.05.2013	5,00,00,000.00
6.	By Cheque no. 000027 drawn on Bank of Baroda.	20.05.2013	3,50,00,000.00
7.	By Cheque no. 000031 drawn on Bank of Baroda.	05.06.2013	3,00,00,000.00
8.	By Cheque no. 000032 drawn on Bank of Baroda.	19.06.2013	7,00,00,000.00
9.	By Cheque no. 479769 drawn on Indian Mercantile Co-Operative Bank Ltd.	27.06.2013	5,00,000.00
10.	By Cheque no. 000050 drawn on Bank of Baroda.	26.06.2013	4,70,00,000.00
11.	By Cheque no. 000069 drawn on Bank of Baroda.	10.07.2013	7,00,00,000.00
12.	By Cheque no. 000089 drawn on Bank of Baroda.	15.07.2013	3,00,00,000.00
13.	By Cheque no. 000254 drawn on Bank of Baroda.	24.07.2013	10,00,00,000.00
14.	By Cheque no. 000255 drawn on Bank of Baroda.	25.07.2013	10,00,00,000.00
15.	By Cheque no. 000256 drawn on Bank of Baroda.	23.07.2013	5,30,00,000.00
16.	By Cheque no. 000600 drawn on Bank of Baroda of Rs.10 Crore. (Including Rs.4,46,95,000.00 towards purchase of Stamp papers on behalf of Sub Lessee)	09.12.2013	5,53,05,000.00
17.	By Cheque no. 000831 drawn on Bank of Baroda	13.12.2013	22,21,560.00
18.	By Cheque no. 000817 drawn on Bank of Baroda	10.01.2014	2,00,00,000.00
19.	By Cheque no. 000818 drawn on Bank of Baroda	10.01.2014	2,00,00,000.00
20.	By Cheque no. 000819 drawn on Bank of Baroda	10.01.2014	2,00,00,000.00





21.	By Cheque no. 000820 drawn on Bank of Baroda	10.01.2014	2,00,00,000.00
22.	By Cheque no. 000821 drawn on Bank of Baroda	10.01.2014	1,00,00,000.00
23.	By Cheque no. 000822 drawn on Bank of Baroda	10.01.2014	1,89,72,956.00
24.	By Cheque no. 000829 drawn on Bank of Baroda	12.01.2014	4,46,95,000.00
	Tax Deduction at Source by the Sub-Lessee	TDS	71,96,450.00
		TOTAL	89,38,90,966.00

An amount of **Rs.15,36,67,956.00** towards Premium amount of the **Demised Plot** remains due and payable by **Sub Lessee** to the **Sub Lessor**, as per post dated cheques stated above at Serial No. 18 to 24. The **Sub Lessee** do hereby undertake and bind itself to clear the above post dated cheques of **Rs.15,36,67,956.00** on the dates stated against each Cheque, which have also been handed over by the **Sub Lessee** to the **Sub Lessor** at the time of execution of this **Sub Lease deed**. In case for any reason whatsoever if the **Sub Lessee** fails to make the payment of the said amount by the above date, this **Sub Lease Deed** shall stand terminated and the parties will come to its original position as if no **Sub Lease Deed** was ever executed. The possession of the property will also stand automatically vested with **Sub-Lessor** on such default. The **Sub Lessor** shall not be responsible for payment of any improvement or construction or expenses made on the **Demised Plot** by the **Sub-Lessee** during the intervening period.

After cancellation of the said **Sub Lease Deed** as per the above mode, the **Sub Lessor** shall be within its right to file a Correction Deed/Cancellation Deed before the Sub Registrar cancelling the aforesaid **Sub Lease Deed**. **Sub Lessee** hereby authorizes the **Sub Lessor**





to get the Correction Deed/ Cancellation Deed executed on its behalf and it shall have no objection with regard to such cancellation.

Out of the total Consideration received by **Sub-Lessor**, it will deduct a sum of **Rs.9,55,00,000.00** towards Earnest Money and **Rs.10,00,00,000.00** as damages suffered on account of the failure of transaction and allied matters as liquidated damages. The balance amount, will be refunded to **Sub Lessee** within 120 days of its making a formal request for refund of the balance amount. No interest on the amounts received shall be payable by the **Sub Lessor** to the **Sub Lessee** for this period of 120 days. In case of non-payment or delay in payment of this balance amount beyond the said period of 120 days by the **Sub Lessor** to the **Sub Lessee**, the **Sub Lessor** shall be liable to pay interest @ 12% p.a after the expiry of the 120 days till the date of such payment.

2. The **Sub-Lessor** has delivered the actual physical vacant possession of the **Demised Plot** to the **Sub-Lessee** and the **Sub-Lessee** has taken possession of the **Demised Plot**, subject to the covenants and conditions on the part of the **Parties** stated hereinafter together with privileges, rights, easements and appurtenances up to the period expiring on 23.09.2099.
3. Upon execution of this **Sub Lease Deed**, the **Sub-Lessor** shall furnish a copy of the **Sub Lease Deed** to **YEA**.
4. The **Sub-Lessee** has paid one time lease rent in respect of the **Demised Plot** to the **Sub-Lessor** and therefore the **Sub-Lessee** shall not be liable to pay any lease rent in future to **YEA / Sub-Lessor** in respect of the **Demised Plot** for the balance lease period.



5. The **Sub-Lessee** has inspected and satisfied itself regarding the site, the layout plans, ownership records, the **Lease Deeds** and other documents relating to the title and all other details of the **Demised Plot** that the **Sub-Lessee** considers relevant for the transaction contemplated herein.
6. The **Sub-Lessee** has satisfied itself about the right, title and capacity of the **Sub-Lessor** to deal with the **Demised Plot** and the **Subject Land** and has understood all the limitations and obligations thereof,
7. The **Demised Plot** is being leased to the Sub Lessee on the terms and conditions stated herein subject to the provisions of the **Lease Deeds**.
8. The **Sub-Lessee** shall have right to sub-lease the whole or any part of the **Demised Plot** whether developed or undeveloped; by way of plots or constructed properties; on leave and license; or otherwise dispose off its interest in the **Demised Plot** or part thereof, to any person as per rules, regulations and directions of **YEA**.
9. The **Sub-Lessee** shall be entitled to transfer the **Demised Plot** or the buildings constructed on the **Demised Plot** in full or in parts on further sub-lease(s) within the terms of this **Sub-Lease Deed** and on payment of transfer charges to **YEA** and/or the **Sub-Lessor**, as may be applicable. The **Sub-Lessee** or its subsequent sub lessees for all such transfers shall follow the procedure, as may be specified by **YEA** and/or the **Sub-Lessor** before executing any subsequent sub lease deeds and such transfers shall always be subject to the applicable laws, byelaws, regulations etc. including payment of applicable charges, duties, taxes, levies etc payable to any authority /body/agency as the case may be. The **Sub-Lessee** or the subsequent sub-lessees as the case



may be shall notify to the **YEA** and the **Sub-Lessor** the details of such sub-leases and provide copies of such transfer/sub-lease deeds to the **YEA** and the **Sub-Lessor** or any other authority as may be specified by **YEA** and/ or the **Sub-Lessor**.

10. The **Sub-Lessee** can mortgage the **Demised Plot** as may be permitted by **YEA** at their sole discretion in favour of banks/financial institutions on such terms and conditions as may be specified by **YEA**.
11. It shall be permissible for the **Sub-Lessee** to provide for multiple renting of the buildings constructed on the **Demised Plot**.
12. The **Sub-Lessee** can get the **Demised Plot** converted to freehold as and when permitted by **YEA** on such terms and conditions as may be specified by **YEA**.
13. The **Sub-Lessee** shall have the right of way to the roads adjoining the **Demised Plot** and roads leading to sector roads and shall be entitled to enter upon such roads for the purpose of accessing the **Demised Plot** insofar as it is not detrimental to the **Sub-Lessor** or **YEA** or public interest.
14. The land use of the **Demised Plot** shall be for group housing development as per the **Relevant Plans** and the **Sub-Lessee** shall adhere to the same. Further, the **Sub-Lessee** shall carry out the group housing development including residential units/flats and common facilities for the residents of group housing on the **Demised Plot** as permitted by the **YEA** and applicable laws, Rules, Building Regulations thereby, adhering to:-





- a) Standards and Specifications laid down in the Building and other Regulations of YEA/relevant Indian Standards/National Code etc.
- b) Applicable Master Plans and Rules & Regulations of YEA and other relevant authorities.
- c) Government policies and relevant Codes of BIS/IS relating to disaster management in land use planning and construction work.
- d) All other applicable and relevant laws, including but not limited to labour and environmental laws.

15. The ground coverage, height and setbacks etc. in respect of the **Demised Plot** shall be governed by the applicable YEA Rules and Building Regulations. As regards Floor Area Ratio (FAR), the **Sub Lessee** shall be entitled to a maximum FAR of 3.0 in respect of the **Demised Plot** for group housing development under the applicable Rules and Building Regulations of YEA. However, the **Sub Lessee** shall not be entitled to FAR of more than 3.0 even if it is permissible under YEA Regulations at any time in future. Further the Sub Lessee shall be entitled to a maximum density of 1450 persons per hectare of the **Demised Plot**.

16. ~~The Building drawings and relevant details for construction on the~~  
**Demised Plot** shall be subject to the approval of YEA for which the  
~~Sub-Lessee shall follow the procedure as may be prescribed by YEA~~  
 from time to time. However, if necessary, the **Sub Lessor** may, at request of the **Sub-Lessee**, endeavor to help the **Sub Lessee** in obtaining applicable permits, sanctions, approvals, clearances, etc., from YEA for effective enjoyment and construction on the **Demised Plot**, without being responsible and/or liable for the same in any



manner except approval of the **Relevant Plans** of the **Demised Plot** from **YEA**.

17. The **Sub-Lessee** shall accept variations, deletions, additions, alterations, modifications in the **Relevant Plans** made either by the **Sub-Lessor** as it deems fit and proper or by or pursuant to requirement of **YEA** which alterations may involve changes, including change in the surroundings of the **Demised Plot**, change in the number and height of the surrounding buildings, change in the nature of usage of the surrounding buildings etc. on the **Leased Land** and the **Sub-Lessee** shall be bound by such variations, deletions, additions, alterations and modifications etc. provided it does not affect any change in the (i) location, adjacent roads, entry and exit to the **Demised Plot**, (ii) usage & area of the **Demised Plot** and (iii) permissible FAR on the **Demised Plot**.
18. The **Sub-Lessee** shall be required to obtain all necessary sanctions / permits / approvals etc. from relevant authorities with regard to the **Demised Plot** and all activities thereon in its own name in accordance with the applicable laws and regulations of **YEA** and / or other relevant authorities.
19. The **Sub-Lessee** shall, at its own cost, keep the **Demised Plot**, the construction raised thereon, partitions, pipes and appurtenances thereto or belonging thereto, in good state and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the constructed property on or pertaining to the **Demised Plot** are not damaged or jeopardized in any manner whatsoever.



20. a) The External Development Charges (hereinafter referred to as 'EDC') for development outside the **Leased Land** are levied by **YEA** on the **Sub-Lessor**. The Premium for the **Demised Plot** is based on **EDC** of Rs. 574 per square metre on **Leased Land** and payment of **EDC** to that extent for the **Demised Plot** will be the responsibility of the **Sub Lessor**. However, in the event, the **EDC** levied by **YEA** on the **Leased Land** is higher than Rs. 574 per square metre due to any reason whatsoever, then the additional liability on the **Sub Lessor** on this account in relation to the area of the **Demised Plot** shall be payable by the **Sub-Lessee**. The **Sub-Lessee's** share of such additional **EDC** shall be determined by first determining the additional liability for the **Subject Land**, which will be treated as the additional liability for saleable area of the **Subject Land** and then apportioning it to the area of the **Demised Plot** proportionately on the basis of the area of the **Demised Plot** and total saleable area of the **Subject Land** and accordingly the demand shall be raised on the **Sub Lessee**. The **Sub-Lessee** shall promptly make the payment of such demand of additional **EDC** to the **Sub-Lessor** which in any case shall not be later than 15 days from the receipt of the demand failing which it will be treated as default on the part of the **Sub Lessee**.

b) Apart from the above, the **Sub-Lessee** shall pay all taxes (including municipal taxes), duties and other charges levied or to be levied in future by **YEA** or any local or other authority of Central or State Government in respect of the **Demised Plot** from the date of execution of this **Sub-Lease Deed** computed by the **Sub-Lessor** on the basis as per sub-para (a) above. Such payment shall be





made by the **Sub-Lessee** to the **Sub-Lessor** or the relevant authority, as the case may be, on demand within the period as may be specified therein, failing which it will be treated as default on the part of the **Sub-Lessee**.

In case any demand is received by the **Sub-Lessee** towards taxes, duties and other charges in respect of the **Demised Plot** for the period up to the date of execution of this **Sub-Lease Deed**, the same shall be liability of the **Sub Lessor**.

- c) The **Sub-Lessee** shall pay all taxes (including municipal taxes), ~~duties and other charges levied or to be levied in future by YEA or~~ any local or other authority of Central or State Govt. in respect of the buildings/apartments/facilities or any other development constructed on the **Demised Plot**.

21. a) The **Sub-Lessor** shall provide external services such as approach roads, drainage, sewage, electric and water supply lines, generally as may be made available by the **Sub-Lessor** to other group housing plots in the neighborhood of the **Demised Plot** within the **Leased Land** at a single point on the edge of the **Demised Plot** (hereinafter referred to as the "**Shared Areas & Facilities**"), at its own cost in due course of time, expected within a period of 5 years from the date of execution of this **Sub Lease Deed**.

- b) The **Sub-Lessee** and/or subsequent sub-lessees shall pay the maintenance charges including replacement charges, if any, in respect of "**Shared Areas & Facilities**" (hereinafter referred to as the "**Shared Areas & Facilities Charges**"), on pro-rata basis as may



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be decided by the **Sub-Lessor** or the maintenance agency (hereinafter referred to as the **Designated Maintenance Agency**) from time to time. The "**Shared Areas & Facilities Charges**" shall commence with effect from 01.04.2014 in respect of whatever part of Shared Areas & Facilities is available for use on the said date.

- c) The **Sub-Lessor** or the **Designated Maintenance Agency** shall be entitled to collect the taxes, dues, demands, charges, duties etc. as may be levied by concerned Municipal/ Governmental authorities including but not limited to **YEA** or any other statutory body on pro rata basis from the **Sub-Lessee** so long as each unit within the **Leased Land** is not separately assessed for such purposes and the taxes, dues, demands, charges, duties etc are collectively levied for the **Leased Land** including any construction thereon.

22. a) The **Sub-Lessee** shall make its own arrangements for all civil amenities such as electric supply, water supply, sewerage, drainage, internal roads, etc. within the **Demised Plot** (hereinafter referred to as the "**Common Areas & Facilities within the Demised Plot**") and maintain the same at its own cost and connect the same with the main system of the **Sub-Lessor** at its own cost.

- b) The **Sub-Lessee** and/or subsequent sub-lessees shall be charged for receiving supply of services like electricity and water etc. to the **Demised Plot** at the rate corresponding to the charges levied by relevant authorities or as applicable for other inhabitants as per the guidelines by the **Sub-Lessor/ Designated Maintenance Agency**. However, the **Sub-Lessor** or **Designated Maintenance**



(17)

Agency shall not be responsible for any interruption in water supply / electric supply and/or its quality. The **Sub-Lessee** may make its own arrangements for alternative source in case of any break down/interruption in water supply / electric supply.

23. The **Sub-Lessee** hereby assures the **Sub-Lessor** that during the lease period, it shall promptly pay all the dues including the **Shared Areas & Facilities Charges** and charges towards electricity & water supply etc. as per Invoices raised by the **Sub Lessor or Designated Maintenance Agency**. Further, at the time of transfer of rights and obligations pertaining to maintenance of **Common Areas & Facilities within the Demised Plot** to an Association/Society of Apartment Owners or of the residents/occupants/allottees etc. or to the Sub Lessee's Maintenance Company, the **Sub-Lessee** shall ensure:
- a) That the said Association/Society/ the Sub Lessee's Maintenance Company enters into an Agreement with the **Sub Lessor or Designated Maintenance Agency** in a form and manner as may be decided by the **Sub Lessor or Designated Maintenance Agency** for taking over the responsibility to promptly pay all the dues including the **Shared Areas & Facilities Charges** and the charges towards electricity and water supply etc. as per Invoices raised by the **Sub Lessor or Designated Maintenance Agency**.
  - b) That bye laws of the said Association/Society/ Sub-Lessee's Maintenance Company have provisions to ensure timely payment of the dues to the **Sub-Lessor or Designated Maintenance Agency** for availing the Shared Areas & Facilities and other services and payment of the dues shall be the sole responsibility of such





Association/Society/ Sub Lessee's Maintenance Company and such dues shall have first charge on all inflows of the said Association/Society/ Sub Lessee's Maintenance Company.

In case, the **Sub-Lessee/Association/Society/ Sub Lessee's Maintenance Company** as the case may be defaults in payment of such dues on the due dates at any stage, the **Sub-Lessee/Association/Society/Sub-Lessee's Maintenance Company** agrees to pay fine for such default as may be fixed by the **Sub Lessor** or the **Designated Management Agency**. In the event the default continues for more than two months, the **Sub-Lessor** or **Designated Maintenance Agency** may, at its sole discretion, stop the use of **Shared Areas & Facilities** by and the supply of services to, the **Sub-Lessee** or the residents /occupants/allottees etc. within the **Demised Plot**.

24. The **Sub-Lessee** covenants and warrants that:

- a) The **Sub-Lessee** shall follow all laws and bye-laws, rules, building regulations and directions of **YEA** and the local municipal or other authority now existing or hereinafter to exist in relation to the **Demised Plot** and construction thereon and so far as they affect the health, safety and convenience of inhabitants of the **Demised Plot** and the adjoining area.
- b) The **Sub-Lessee** shall bear the stamp duty charges and legal expenses of execution of this **Sub-Lease Deed** including the registration charges as may be applicable including any additional Stamp duty required to be paid or expenses required to be incurred in future. It may be clarified that the Stamp duty for



the present Sub Lease Deed has been purchased by the Sub Lessor on behalf of the Sub Lessee who has paid the said amount to Sub Lessor over and above Consideration and shall not be constrained as creating any liability on Sub Lessor in this regards.

c) The Sub-Lessee shall permit the members, officers and representatives of YEA and workmen and other persons employed by YEA at all reasonable time of the day with prior notice to enter into and upon the Demised Plot and buildings to be erected thereupon in order to inspect the Demised Plot and buildings erected thereon.

d) The Sub-Lessee shall keep the Sub-Lessor indemnified and hold it harmless against all claims, costs, expenses, due to any proceedings or litigation for any reason relating to the Demised Plot, on account of any act or omission on the part of the Sub Lessee.

25. The Sub-Lessor covenants and warrants that:

a) The Sub-Lessor has the full right and authority to execute this Sub-Lease Deed and to grant the sub-lease of the Demised Plot and that the Sub-Lessee, upon performance of the covenants herein contained, shall peaceably and quietly hold, possess and enjoy the Demised Plot during the term of this Sub-Lease Deed without any interruption, disturbance, claims or demands by the Sub-Lessor or by any person/s claiming for and on behalf of the Sub-Lessor except as per the covenants and provisions of this Sub-Lease Deed.



- (20)
- b) The **Sub-Lessor** shall, subject to terms of the **Sub-Lease Deed**, grant, transfer, convey and assure, from time to time, all its reversionary rights and interests in respect of the **Demised Plot** as may be required by the **Sub-Lessee** for construction thereon as per applicable Master Plan, Rules and Building Regulations of **YEA**.
- c) The **Demised Plot** is free from all encumbrances, claims, disputes, encroachments, occupations, litigations, injunctions, mortgages, charges, pledges, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, except the payment of premium and annual lease rent to **YEA** under the terms of the **Lease Deed**. The payment of installments of the premium amount of the **Subject Land** and its annual lease rent to **YEA** is the obligation of the **Sub-Lessor** and the **Sub-Lessee** shall not be liable for the same. The **Sub-Lessee** has satisfied itself of the **Sub-Lessor's** title and has entered into this **Sub-Lease Deed** thereafter.
- d) The **Sub-Lessor** shall, at all times to come, not do, omit or suffer to be done anything whereby the sub-leasehold rights granted in favour of the **Sub-Lessee** in the **Demised Plot** are avoided, forfeited, extinguished or prejudicially affected in any manner whatsoever, excluding, circumstances where the sub-leasehold rights are affected on account of applicable law, rule or regulation or policy of the State Government or the Central Government, or any other relevant authority.
- e) The **Sub-Lessor** shall defend its rights, title and interest in the **Demised Plot** hereby sub-leased in favour of the **Sub Lessee** and shall keep the **Sub-Lessee** indemnified and hold it harmless against





(2)

all claims, costs, expenses, due to any proceedings or litigation for any reason, which the **Sub-Lessee** may suffer by reason of any claim for any defect in title, in interest and leasehold rights of the **Sub-Lessor** in the **Demised Plot**.

26. **YEA** shall have full right and title to all mines and minerals, coals, gold washing, earth oils and quarries in and under the **Demised Plot** or any part thereof and to do all acts and things, which may be reasonably necessary or expedient for the purpose of searching, removing and enjoying the same. The **Sub-Lessee** shall not be allowed to take excavated earth / soil out of Jaypee Greens Sports City. However, any excess earth / soil may be offered to the **Sub-Lessor** at a rate not exceeding excavation cost (excluding dewatering cost), the terms of which will be decided mutually between the Parties.
27. The **Sub-Lessee** shall not display or exhibit on the **Demised Plot** any picture posters, statues, other articles which are indecent or immoral. The **Sub-Lessee** shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings which shall be constructed over the **Demised Plot** except at places as may be specified for the purpose by the **Sub-Lessor**.
28. The **Sub-Lessor** shall have no objection to the **Sub-Lessee** using the word 'Jaypee Greens Sports City' in its address for indicating the specific location of the **Demised Plot** in its brochure, promotional and marketing material. However this will not give the **Sub-Lessee** the right to use the word 'Jaypee Greens Sports City' in any manner, either expressly or impliedly, intentionally or otherwise, so as to convey an impression that the project developed by the **Sub-Lessee** in the **Demised Plot** is part of



the project of the **Sub-Lessor** or has been developed, constructed or carried out by the **Sub-Lessor**.

29. Nothing herein shall be construed to provide the **Sub-Lessee** with the right to prevent the **Sub-Lessor** from:

- a) Constructing or continuing with the construction of the other buildings, independent houses, apartments or other structures and services in the areas adjoining the **Demised Plot**;
- b) Putting up additional constructions, residential, commercial or of any other kind on the **Subject Land**, except on the **Demised Plot**; ~~without affecting the common roads in the immediate periphery~~ of the **Demised Plot**.
- c) Amending / altering the **Relevant Plans** without affecting the entry and exit to the **Demised Plot** and the permissible FAR on the **Demised Plot**.

30. In case **Sub-Lessee** allows the use, occupation and construction on the **Demised Plot** to any person other than the **Sub-Lessee** itself, the **Sub-Lessee** shall ensure that all obligations, liabilities and responsibilities devolving upon the **Sub-Lessee** under this **Sub-Lease Deed** shall be complied with by the user, occupier and the construction agency of the **Demised Plot** or buildings thereon and shall bring all obligations, liabilities and responsibilities to the notice of such user, occupier or the construction agency of the **Demised Plot** or buildings thereon, wherein, insofar as the **Sub-Lessor** is concerned, it would be understood that any default in carrying out the obligations, liabilities and responsibilities by the **Sub-Lessee's** user, occupier and/or the construction agency, shall be deemed to be the default of the **Sub-Lessee**.



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31. The **Sub-Lessee** shall ensure that all obligations, liabilities and responsibilities devolving upon the **Sub-Lessee** under this **Sub-Lease Deed** shall be complied with by the subsequent sub-lessees in respect of the **Demised Plot** or buildings thereon and the **Sub-Lessee** shall bring all obligations, liabilities and responsibilities to the notice of such subsequent sub-lessees of the **Demised Plot** or buildings thereon who will subsequently be bound by the terms of this **Sub-Lease Deed**.
32. The **Sub-Lessee** shall keep the **Sub-Lessor** indemnified against all actions, suits, claims, demands and proceedings, third party claims and cost or expense that may be suffered by the **Sub-Lessor** in respect thereof on account of anything done or omitted to be done by the **Sub-Lessee** in connection with or arising out of the **Demised Plot**, at all times.
33. The **Sub-Lessee** shall keep the **Sub-Lessor** or the **Designated Maintenance Agency** indemnified against all costs, damages, claims, losses etc. on account of non-payment of timely dues including "**Shared Areas & Facilities Charges**" and charges towards electricity & water supply etc. for any reason whatsoever.
34. The **Sub-Lessee** shall keep the **Sub-Lessor** indemnified against any claims for damages which may be caused to any property belonging to the **Sub-Lessor**/ its workmen / representative resulting from the execution of the works on the **Demised Plot** and also against claims for damages arising from the actions of the **Sub-Lessee** or his workmen or representatives, which;
- a) Injure or destroy any building or part thereof or other structure contiguous or adjacent to the **Demised Plot**.





- b) Keeps the foundation, tunnels or other pits on the **Demised Plot** open or exposed to weather causing any injury to contiguous or adjacent plot and/or building.
- c) Causes any injury or damage to any building contiguous or adjacent to the **Demised Plot** by digging any pit near the foundation of such building.

The damages shall be assessed by the **Sub-Lessor** whose decision as to the extent of injury or damages or the amount payable shall be final and binding on the **Sub-Lessee**.

35. ~~The **Sub-Lessee** shall comply with all the covenants, representations, warranties and undertakings contained herein, and keep the **Sub-Lessor**, its employees, representatives, agents harmless and indemnified of all claims, actions, as may be brought by the co-inhabitants of the **Sub-Lessee**, his guests or any person claiming through him, and all losses, damages, penalties, attorney fee, etc., as may be suffered by the **Sub-Lessor** on account of any act or omission by the **Sub-Lessee**.~~

36. The **Sub-Lessor** shall comply with all the covenants, representations, warranties and undertakings contained herein and under the terms of the **Lease Deeds** so far they apply to the **Demised Plot**. It is clarified that unless stated otherwise in this **Sub-Lease Deed**, the **Sub-Lessee** is bound by the terms of the **Lease Deed** as if and in as much as the **Sub-Lessor** is bound and liable to the **YEA**, and all terms of the **Lease Deed** so far they apply to the **Demised Plot** shall apply mutatis mutandis to the **Sub-Lessee**. Be that as it may, the **Sub-Lessor**, shall



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keep the **Sub-Lessee**, its employees, representatives, agents harmless and indemnified on account of any act or omission by the **Sub-Lessor**.

37. In case of any breach or default of the terms and conditions of this **Sub- Lease Deed** by the **Sub-Lessee**, **YEA** and/or the **Sub-Lessor** may, at their sole discretion, issue a written notice calling upon the **Sub-Lessee** to rectify the breach or default within such period as may be specified under the said notice. The **Sub-Lessee**, immediately upon receipt of such notice of the breach or default, shall be under obligation to rectify, remove the breach or default within the period specified under the notice and inform the **Sub-Lessor** and / or **YEA**, as the case may be, of such rectification or removal of breach or default in writing failing which **YEA** and / or the **Sub-Lessor** shall have the right, at its sole discretion, to take such action as may be considered appropriate.

38. In case of any breach or default of the terms and conditions of this **Sub- Lease Deed** by the **Sub-Lessor**, the **Sub-Lessee** may, at its sole discretion, issue a written notice calling upon the **Sub-Lessor** to rectify the breach or default within such period as may be specified under the said notice. The **Sub-Lessor**, immediately upon receipt of such notice of such breach or default, shall be under obligation to rectify, remove the breach or default within the period specified under the notice and inform the **Sub-Lessee** of such rectification or removal of breach or default, by a written notice failing which the **Sub-Lessee** shall have the right, at its sole discretion, to take such action as may be considered appropriate.



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39. The Sub-Lessee shall not in any manner encroach upon the common land areas and facilities not handed over to the Sub-Lessee. Any encroachment, in any manner whatsoever, made by the Sub-Lessee shall be treated as default under this Sub-Lease Deed.

40. The parties may agree to any special condition or conditions (hereinafter referred to as "Special Condition") which shall be mentioned in Annexure-IV to this Sub Lease Deed. In the event any Special Condition mentioned in Annexure-IV is inconsistent to any term of this Sub-Lease Deed, the said Special Condition shall prevail.

~~41. In the event, any clause of this Sub-Lease Deed or the Lease Deeds or~~  
any YEA rules, regulations or building bye-laws are violated or breached by the Sub-Lessee or any subsequent sub-lessee/s, leading to the YEA levying penalty on Sub-Lessee or subsequent sub-lessee and/or re-entering the Demised Plot, then the Sub-Lessor shall not be liable to pay any penalty, charges, damages, compensation or return any monies or rentals to the Sub-Lessee.

42. Any notice, letter, communication, request, demand, statement to be made, served or communicated unto either of the Parties under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice, letter, communication, request, demand, statement is addressed to that Party at the address mentioned below or such other addresses as may be intimated by the Party in this behalf to the other Party and delivered by hand against receipt or sent by registered post.

(a) Notices to the Sub-Lessor to:

Jaypee Sports International Limited





Sector - 128, Noida  
NOIDA - 201304, District Gautam Budh Nagar (U.P.)

Attention: Mr. Sameer Gaur  
Telephone No.: 0120-4609000  
Email: sameer.gaur@jalindia.co.in

(b) Notices to the **Sub-Lessee** to:

M/s. Solitaire Realinfra Pvt. Ltd,  
D- 835, New Friends Colony,  
New Delhi- 110065

Attention: Mr. Harjeet Singh  
Telephone No. 0120-4321300  
Email: cmd@lesolitaire.com

43. The **Sub-Lessee** and / or the subsequent sub-lessees, as the case may be, shall be responsible to inform **YEA** and also the **Sub-Lessor** by Registered Post of all subsequent changes in their address, failing which all notices and other communications sent at their last address as available with **YEA** or the **Sub-Lessor** shall be deemed to have been served to the **Sub-Lessee** or the subsequent sub-lessees, as the case may be.

~~44. It shall be the responsibility of the **Sub-Lessor** to notify any change in its registered office address to the **Sub-Lessee** failing which, all notices and other communications sent to the **Sub-Lessor** at its registered office specified hereinabove shall be deemed to have been served on the **Sub-Lessor**.~~

45. This **Sub-Lease Deed** constitutes the entire understanding of the terms and conditions between the **Parties** with respect to the sub lease of the



Demised Plot to the **Sub-Lessee** and supersedes and cancels any or all prior oral or written discussions, representation, understanding, arrangement, communication or expression of intent, if any, between the **Parties** relating to the **Demised Plot** and / or subject matter of this **Sub-Lease Deed**.

46. If any provision or part of any provision hereof is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.
- 
47. The **Parties** shall perform their obligations contained herein with due diligence and mutual cooperation keeping in view the interest of each other and execute and do all other acts, deeds, matters and things whatsoever as may be necessary for implementing or giving effect to the terms of this **Sub-Lease Deed**.
- 
48. The **Parties** shall try to resolve any dispute between them amicably by mutual discussions/ negotiations. In case, the **Parties** are unable to resolve the disputes amicably within 30 (thirty) days from the date of the notification of the dispute by one **Party** to the other, the dispute shall be referred to arbitration of a sole arbitrator. The sole arbitrator shall be appointed by the Chairman of the **Sub-Lessor** and shall be an independent person not having any pecuniary interest in the **Sub-Lessor**. The arbitration proceedings shall be conducted in accordance with the Arbitration & Conciliation Act, 1996 or any re-enactment or modification thereof for the time being in force and its decision shall be



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ANNEXURE – IVSPECIAL CONDITION

(See Clause 40)

Density applicable for Residential Land parcel leased to Solitaire Realinfra Private Limited at Jaypee Greens Sports City (SDZ)

Sl. No.	Plot No	Name of the Party	Density (PPH)
1.	GH- B2	Solitaire Realinfra Private Limited	1550



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Annexure-1

JAYPEE SPORTS INTERNATIONAL LIMITED

DETAILS OF SDZ LAND

Lease Deeds Sr. No.	Villages	Lease Date	Area (in Hect.)
1	Bela Kalan	24.09.09	28.7532
2	Mustafabad	24.09.09	9.4210
3	Aurangpur	24.09.09	155.6821
4	Mathurapur	24.09.09	34.2640
5	Atta Gujran	24.09.09	74.6251
6	Salarpur	25.09.09	86.0487
7	Munjkhera	25.09.09	61.1913
		16.12.11	1.3300
8	Gunpura	25.09.09	175.3639
9	Jaganpur Afjalpur	25.09.09	8.0369
10	Dankaur	25.09.09	160.6253
11	Fatehpur Atta	25.09.09	26.2968
12	Aurangpur	25.09.09	13.8193
13	Gunpura	13.11.09	8.5187
14	Gunpura	19.11.09	54.3950
15	Jaganpur Afjalpur	19.11.09	0.0312
16	Fatehpur Atta	19.11.09	0.0570
17	Mustafabad	19.11.09	0.1390
18	Mathurapur	19.11.09	3.7960
19	Aurangpur	05.05.10	7.6425
20	Atta Gujran	05.05.10	2.4930
21	Salarpur	05.05.10	3.8139
22	Munjkhera	05.05.10	2.4560
23	Fatehpur Atta	05.05.10	0.3289
24	Gunpura	05.05.10	0.3343
25	Fatehpura Atta	18.12.10	3.4675
26	Dankaur	18.12.10	14.4643
27	Salarpur	18.12.10	2.4708
28	Gunpura	18.12.10	0.0480
29	Aurangpur	18.12.10	0.0582
30	Atta Gujran	18.12.10	0.0010
31	Dankaur	28.03.11	28.0916
32	Munjkhera (Alternate)	16.12.11	1.3300
Total			966.7345



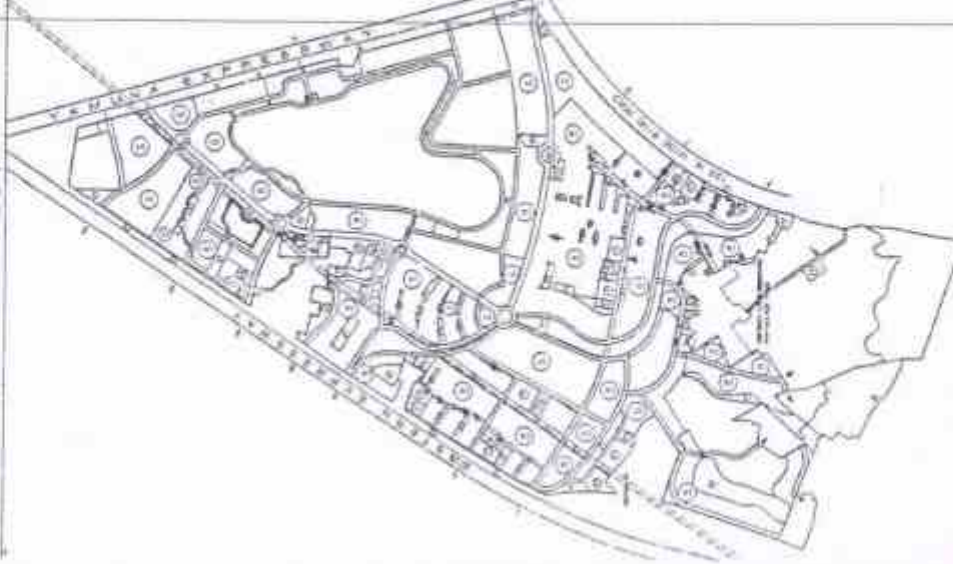
# JAYPEE SPORTS INTERNATIONAL LIMITED

SECTOR 128, NOIDA

## LOCATION OF DEMISED PLOT

ANNEXURE - II

AYOUT PLAN OF SUBJECT LAND INCLUDING DEMISED PLOT



DETAILS OF DEMISED PLOT



DETAILS OF DEMISED PLOT  
(As per Layout plan submitted to YEA)

For (Group Housing Plot)  
TOTAL  
= 45389.0 sq ft  
= 45389.0 sq ft

TITLE:-

JAYPEE GREENS  
SPORTS CITY SDZ

LOCATION PLAN OF DEMISED PLOT  
SECTOR - 128, JAYPEE GREENS SPORTS CITY SDZ

DEALT BY:  
MECHHA SHEWASTAVA

SCALE:-  
N.T.S

CHECKED BY:  
VANDANA

DATE  
25-05-2013



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final and binding. The venue of arbitration shall be at Gautam Budh Nagar. The proceedings of arbitration shall be in English.

49. This **Sub-Lease Deed** shall be construed and interpreted in accordance with and governed by the laws of Union of India.

50. The local Court of Gautam Budh Nagar, Uttar Pradesh and Hon'ble high Court of Judicature at Allahabad shall have exclusive jurisdiction over all matters arising out of or relating to this **Sub-Lease Deed**.

IN WITNESS WHEREOF the Parties have caused these presents to be executed on their respective behalf on the day, month and year first hereinabove written in the manner hereinafter appearing:

SIGNED AND DELIVERED BY

the within named  
Jaypee Sports International Ltd.



Authorized Signatory

SIGNED AND DELIVERED BY

the within named  
Solitaire Realinfra Pvt. Ltd

Authorized Signatory



WITNESSES:

1. Atul Agarwal *Consider*  
H-138 Chamma-II  
2. Sanjibh Agarwal *810 R.K. Agarwal*  
H-138 Chamma-II *Consider*

Enclosures: Annexure-I : Details of Lease Deeds.  
Annexure-II : Schedule of Property  
Annexure-III : Location Plan  
Annexure-IV : Special Condition





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