

installment in arrears from the due date till the date of payment provided that failure to pay three consecutive installments the Lessor may determine the lease with penalties and consequences thereof.

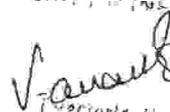
- (c) That the Sub-Lessee will pay unto the Lessor at its office or as otherwise directed, the said yearly lease rent, clear of all deductions on the days and in the manner herein appointed for payment thereof and if the said yearly lease rent or part thereof remains in arrears, the Lessor shall be entitled to recover the same with 14% interest per annum compounded every half year. All arrears whatever shall be recoverable as arrears of land revenue.
- (d) The Sub-Lessee will bear, pay and discharge all rates, assessments of every description which during the said term to be assessed, charged or imposed upon either on the occupier in respect of demised premises or the buildings to be erected there upon.
- (e) That Sub-Lessee will obey and submit to all directions issued or regulations made by the Lessor now existing or hereafter to exist so far as the same are incidental to the possession of immovable property and they affect the health, safety or convenience of the other inhabitants of the place.
- (f) The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of a scheduled Bank / Govt. organization / financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. The Sub-lessee should have valid time period for construction as per terms of the lease deed / sub - lease deed or shall have obtained valid extension of time for construction and should have cleared upto date dues of the plot premium and lease rent.

The Sub-lessee will submit the following documents:

1. Sanction letter of the scheduled Bank / Govt. organization / financial institution approved by the Government of India.


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2. Clearance of upto date dues of the NOIDA.

LESSOR shall have the first charge on the plot towards payment of all dues of LESSOR.

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.

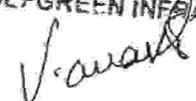
The LESSOR's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency from a court of law.

- (g) The construction and development on the plot shall have to be done as per development norms, controls prescribed under the scheme / building regulations & directions of the Lessor and only after the prior approval of the building plans by the Lessor.
- a) All the infrastructural services shall have to be provided by the sub-lessee within the plot area only.
 - b) All clearances/approvals must be obtained by the sub-lessee from the respective competent statutory authorities prior to the commencement of the construction work.
 - c) Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory authority(ies).


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d) All other provisions, not specified above, shall be in accordance with the Building Regulations and Directions of the LESSOR and the amendments made therein from time to time.

(b) The Lessee/ Sub-Lessee shall be required to complete the construction of minimum 15% of the permissible area earmarked for sports, institutional & other facilities within a period of 3 years from the date of execution of Lease Deed and shall complete the project in phases within 5 years. However, the residential and commercial development / construction may be completed in phases within 7 years. Further more, the sub-lessee has to develop residential and commercial component in the project in proportion to area earmarked for recreational uses. However, extension in exceptional circumstances can be granted by NOIDA, on payment of extension charges applicable as per prevailing policy at the time of granting such extension. Delays due to encroachment, force majeure, legal issues like stay orders etc. shall be considered for extension. The construction on the land shall have to be done as per the controls prescribed under these Terms and Conditions and the building regulations and directions of the NOIDA.

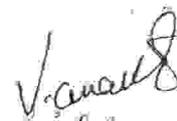
(i) The allottee/ lessee/ sub-lessee shall be wholly and solely responsible for the implementation of the Project and also for ensuring the quality of development / construction and subsequent maintenance of the building and services, till such time as the alternate agency for such work is identified and legally appointed by the Sub-Lessee after prior written approval of the LESSOR. The subsidiaries would be governed by the prevailing law, rules and regulations. However, mortgage permission can be accorded to Special Purpose Company for implementation of project as per prevailing rules & regulations of Lessor.

(j) The Sub-Lessee shall indemnify the lessor against all disputes arising out of:

- (i) The non-completion of the project.
- (ii) The quality of development, construction and maintenance.
- (iii) Any legal dispute arising out of allotment/lease to the final purchaser(s).


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(k) The sub-lessee can transfer the whole plot and the buildings constructed thereon with the prior permission of the LESSOR, after payment of transfer charges as per the prevailing policy of the LESSOR. However, the lessor reserves the right to reject any such transfer application without assigning any reason whatsoever.

In addition to the transfer charges as per prevailing policy of the LESSOR, the sub-lessee shall also pay an amount of Rs. 10,000/- towards the processing fees.

All the terms and conditions of the brochure, the allotment, the permission for grant of transfer, lease deed etc. shall be binding on the sub-lessee, as well as the transferee(s).

No transfer charges shall be payable in case of transfer between son, daughter, husband, wife, mother, father and vice-versa. However, processing fee of Rs.10,000/- will be payable on such transfer.

Change in Constitution will be permitted as per prevailing policy of the Lessor and as per terms and conditions of the brochure of the scheme.

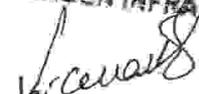
No transfer charges shall be applicable if built up space of Sports City plot is transferred within two years from the date of issuing of the completion certificate by the LESSOR. Thereafter, the transfer charges shall be payable on a pro-rata basis as applicable. In addition to the transfer charges, an amount of Rs.10,000/- shall also be payable against the processing fee. The sub-lessee will be permitted to transfer the built-up space on the fulfillment of the following conditions:-

- i) The sub-lessee has made full payment of the plot premium along with interest thereon and the up-to-date lease rent along with interest, if any, due thereon.
- ii) The lease deed as per rules has been duly executed. The sub-lessee has obtained the building completion certificate from the LESSOR.


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Sub-Lessee



- iii) The transferee(s) undertake to put to use the premises for the original permissible use only and the premises being transferred are as per completion certificate and are not part of any common area.
- iv) The sub-lessee shall also execute a tripartite sub-lease deed between lessor, sub-lessee and proposed transferee(s) (sub - sub-lessees). The transferee(s) shall also ensure adherence to the building regulations and directions. All the terms and conditions of the allotment and sub - lease deed shall be applicable and binding on transferee(s) as well.
- v) The transferee(s) shall also be required to pay pro rata lease rent as applicable. The transferee(s) shall be required to make the Commercial built-up space functional within one year from the date of Tripartite Sub - lease and submit sufficient documents to the LESSOR in proof thereof. Thereafter, extension charges, as applicable, shall be payable.
- vi) All the terms and conditions of the brochure, allotment, permission for grant of transfer, lease deed etc. shall be applicable on the sub-lessee as well as all transferee(s).
- vii) The sub-lessee is not eligible for any preferential allotment of the residential plot or house under various scheme of NOIDA.
- (l) The sub-lessees / transferee(s) shall not use the Sports City plot for any purpose other than for which the plot is allotted. In case of violation of any allotment condition, the allotment shall be liable to be cancelled and the possession of the premises along with the structures thereon, if any, shall be resumed by the LESSOR.
- (m) The sub-lessee(s) / Transferee(s) will be liable to pay all rates, taxes, charges and assessment of every description imposed by any authority empowered in this behalf from time to time, in respect of the plot and the buildings constructed thereon.

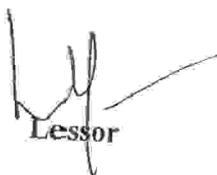

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- (n) If the Lessee/ sub-lessee(s) / Transferee(s) fail to deposit the due money / installment within the given time or such extended period as is allowed by the LESSOR or commit any breach of the terms and conditions as laid down in this brochure, allotment letter, lease deed, the allotment / lease may be cancelled / determined and 30% of the total premium of the plot or the premium / installments deposited till then along with lease rent, interest, extension charges etc. deposited, whichever is less, shall be forfeited in favour of the LESSOR. Balance amount, if any, after forfeiting the amount as indicated above, will be refunded without interest. Possession of the plot, along with the structures, if any, thereon, shall be resumed in favour of the LESSOR and the sub-lessee / transferee(s) shall not be entitled to claim any compensation for the same.
- (o) The allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the sub-lessee, the allotment of plot will be cancelled and / or lease will be determined, as the case may be. In addition, the entire money deposited by the sub-lessee(s) / Transferee(s) shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall be taken.
- (p) The LESSOR reserves the right to all mines, minerals, coals, washing gold, earth oils, quarries, etc. in, over or under the allotted plot 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 enjoying the same without providing or leaving any vertical support for the surface of the allotted plot or for any building / structure standing thereon, provided always that the LESSOR shall make reasonable compensation to the sub-lessee for any damages directly occasioned by the exercise of the rights hereby reserved. The decision of the LESSOR on the amount of such compensation will be final and binding on the lessee and all the sub-lessee(s) / Transferee(s).
- (q) The Lessee/ sub-lessee / transferee(s) shall make all such arrangements as are necessary for the maintenance of the buildings and common services on the allotted plot. If the buildings and common services are not maintained properly, the LESSOR


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shall have the right to get the maintenance done and recover the amount so spent from the sub-lessee / transferee(s). The sub-lessee and all the transferee(s) will be personally and severally liable for the payment of the maintenance amount. In case of any default in the payment of the maintenance amount, the dues will be recovered from the sub-lessee and all the transferee(s) as arrears of land revenue.

- (r) No objection will be entertained on the subject of amount spent on maintenance of the buildings and common services on the allotted plot and the decision of the LESSOR shall be final and binding on the sub-lessee and all the transferee(s).
- (s) The sub-lessee shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent authorities at his own expenses.
- (t) The sub-lessee / transferee(s) shall keep the demised premises and buildings and the available facilities and surroundings etc in a state of good and substantial repairs, safe, neat & clean and in good and healthy sanitary conditions to the satisfaction of the lessor and to the convenience of the inhabitants / occupants of the place.
- (u) The sub-lessee / Transferee shall abide by all the regulations, bye-laws, directions and guidelines of Lessor framed / issued under the U. P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules, from time to time.
- (v) In case of non-compliance of these terms & conditions and any other directions of Lessor, Lessor shall have the right to impose such penalty as it may consider just and / or expedient.
- (w) The sub-lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings, except at a place specified for this purpose by Lessor.
- (x) In addition to the other specific clauses relating to the cancellation of the lease deed, the LESSOR will be free to exercise its right of cancellation of lease / allotment in the following case:-\


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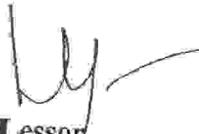
- (1) If the allotment is obtained through misrepresentation, by suppression of material facts, mis-statement and / or fraud.
- (2) Any violation by the sub-lessee(s) / Transferee(s), of the directions issued or of the rules and regulations framed by LESSOR or by any other statutory body.
- (3) In case of default on the part of the sub-lessee or any breach/ violation of the terms and conditions of the tender, allotment, lease deed and / or non-deposit of the allotment / premium amount / instalments, lease rent etc.

If the allotment is cancelled on the grounds mentioned in para (1) above, the entire amount deposited by the sub-lessee(s) / Transferee(s) till the date of cancellation, shall be forfeited by the LESSOR and no claim, whatsoever, shall be entertained in this regard.

If the allotment is cancelled on the grounds mentioned in paras (2) or (3) above, amount equivalent to 30% of the total premium of the plot shall be forfeited and the balance, if any shall be refunded without any interest and no separate notice to the sub-lessee(s) / Transferee(s) shall be given in this regard. After forfeiture of the amount as stated above, possession of the plot will be resumed by the LESSOR, along with the structures thereupon, If any, and the sub-lessee(s) / Transferee(s) will have no right to claim any compensation thereof.

III. AND IT IS MUTUALLY AGREED AND DECLARED BY IN BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWING:

1. That the Lessee/ Sub-Lessee/ Transferee will not erect or permit to be erected on any part of the demised premises any stable, sheds or other structures of description whatsoever for keeping horses, cattle, dogs, other animals except and in so far as may be allowed by the Lessor in writing.


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Director/Authorised Person

Sub Lessee

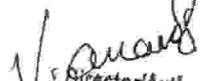


2. That the Sub-Lessee shall not exercise his / her / their / its option for determining the lease nor hold the Lessor responsible to make good the damage if by fire, tempest, flood or violence of army or of a mob or other irresistible force any material part of the demised premises is wholly or partially destroyed or rendered substantially or permanently unfit for building purposes.
3. If the Sub-Lessee does not abide by the terms and conditions of the lease and building bye-laws or any other rules framed or directions issued by the Lessor the lease may be cancelled by the Lessor and the possession of the demised premises may be taken over by the Lessor followed by forfeiture of deposits as per prevailing policy.
4. Notwithstanding anything contained hereinbefore if there shall have been in the opinion of the Lessor (whose decision shall be final and binding) any breach by the Sub-Lessee or any person claiming through or under him / her / their / its, of any of the covenants or conditions hereinbefore contained and on his / her / their / its part to be observed and performed and in particular and without prejudice to the generality of the sub-clause, if the Sub-Lessee transfers, relinquishes, mortgages or assigns the whole or part of the demised premises it shall be lawful for the Lessor without prejudice to any other right or action of the Lessor in respect of any breach of agreement to re-enter the demised premises or any part thereof in the name of whole and determine this demise and thereupon if at the time of re-entry, if the demised premises has not been occupied by the Sub-Lessee by way of constructing a building thereon the Lessor may re-allot the demised premises and entire deposited amount shall stand forfeited in favour of the Authority.
5. At the time of re-entry if the demised premises are occupied by any building constructed by the Sub-Lessee there on the Sub-Lessee shall within a period of three months from the date of re-entry remove from the demised premises all erection of building, fixtures and fittings which at any time and during the term shall be affixed or set up within or upon the said premises and leave the said premises in as good a condition as it was on the date of demise, in default where of the same shall become the property of the Lessor without payment of any compensation to the Sub-Lessee for the land and building, fixtures,


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Sub Lessee



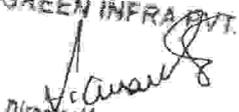
things before within the period herein specified the demised premises shall be re-allotted.

Provided that the Lessor may at its option purchase the said erected buildings and fixtures built upon the plot after making the payment to the Sub-Lessee for a price thereof, as may be mutually agreed upon.

6. Any losses suffered by the Lessor on a fresh grant of demised premises or breaches of conditions aforesaid on the part of the Sub-Lessee or any persons claiming through or under him shall be recoverable by the Lessor from the Sub-Lessee.
7. The Chief Executive Officer of the Lessor may exercise all powers exercised by the Lessor under this lease. The Lessor may also authorize any of its other officers as he deems fit PROVIDED that the expression Chief Executive Officer shall include the Chief Executive Office for time being or any other officer who is entrusted by the Lessor with the functions similar to those of Chief Executive Officer.
8. The entire legal expenses of execution of this Lease Deed including Stamp Duty and registration charges shall be borne by the sub-lessee. In the same.
9. Any relaxation, concession or indulgence granted by the Lessor to the Sub-Lessee shall not in any way prejudice the legal right of the Lessor.
10. The Chief Executive Officer or the Lessor reserve the right to make such additions and alterations or modifications in these terms and conditions as may be considered just or/and expedient.
11. In the event of any dispute between LESSOR and the sub-lessee(s) / transferee(s) the same shall be subject to the territorial jurisdiction of the Civil Court of District Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Allahabad.
12. If due to any "FORCE MAJEURE" or circumstances, beyond Lessor's control the Authority is unable to deliver possession of allotted plot, entire registration money or the deposits depending on state of allotment will be refunded without interest.


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13. (a) In case of any clarification or interpretation regarding terms and conditions of this lease and brochure of the scheme which forms part of this lease, the decision of the LESSOR shall be final and binding on the sub-lessee(s) / Transferee(s).
- (b) All conditions of the Brochure of the scheme and allotment letter, even if not specifically mentioned in this lease deed, shall be treated as part of lease and binding upon the sub-lessee.
- (c) If the sub-lessee / Transferee commits any act of omission on the demised premises resulting in any 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 the sub-lessee's cost and charge the damages from the sub-lessee during the period of subsistence of the nuisance.
- (d) The sub-lessee(s) / Transferee(s) shall be liable to pay all taxes, charges leviable from time to time by the LESSOR or any other statutory body duly empowered to levy to taxes / charges.
- (e) All notices, orders and other documents required under the terms of allotment / lease etc shall be governed by the provisions of the U. P. Industrial Area Development Act, 1976 and the Rules & Regulations made thereunder.
- (f) All the arrears due from the sub-lessees / (transferee(s)) to the LESSOR or any other statutory authority are recoverable as arrears of land revenue.
- (g) That the LESSOR hereby covenant that the sub-lessee(s) / Transferee(s) shall enjoy quiet possession of the demised premises without any disturbance by it or its successors in the interest of any other person claiming title paramount thereto.
- (h) The sub-lessee shall not be allowed to assign or change his role in the project, in anyway, till the completion of the project, without the prior written permission of the LESSOR. In case of any violation of this, the lease shall be cancelled and entire money deposited shall be forfeited.


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