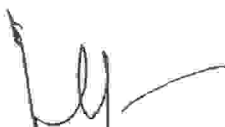


- (i) The LESSOR, in the larger public interest, may take back the possession of the allotted plot and the buildings, if any, on it, by making payment at the prevailing rates and the decision of the LESSOR in this regard, including the decision regarding the prevailing rates, shall be final and binding on the lessee and all sub-lessees (transferee(s)).
- (j) The sub-lessee shall abide by all the regulations, bye-laws, directions and guidelines of the LESSOR framed/ issued under the brochure and U.P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules applicable from time to time.
- (k) 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 NOIDA.
- (l) In case of non-compliance of these terms and conditions, and any directions of the LESSOR, the LESSOR shall have the right to impose such penalty as it may consider just and/or expedient.
- (m) The sub-lessee shall plan development of SPORTS CITY by adhering to the land use percentages as mentioned in the brochure.
- (n) Composite Floor Area Ratio (FAR), of 1.5 on the total gross area of the allotted land will be permissible, which is fungible / transferable in different land use components as prescribed
- (o) The obligations of the developer with respect to the development of sports, institutional & other facilities are prescribed in this document.
- (p) Subject to provision of Master Plan and regulation of NOIDA:
- The sub-lessee shall be entitled to sub-lease the sports, other facilities and institutional activity, with prior approval of NOIDA/Lessor.


Lessor



Lessee

For GOLFGREEN INFRA PVT. LTD.


Director/Authorised Signatory
Sub Lessee

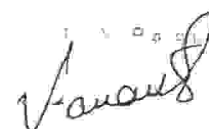


- Commercial and residential area can be sub-leased without any approvals on tripartite agreement basis.
- The transfer of whole plot and sub-lease of built up space shall be governed by the transfer policy prevailing at the time of such transfer or sub-lease of built up space.
- Without obtaining the completion certificate the sub-lessee shall have the right to sub-divide the allotted plot into suitable smaller plot as per the planning norms of the NOIDA only for the area available for residential & commercial use and to transfer the same to the interested parties, if any, with the prior approval of the NOIDA on payment of transfer charges at the rate prevailing on the date of transfer. However, the area of each of such sub-divided plot should not be less than 8,000 Sq.mtrs.
- The allotment of land by NOIDA shall be on lease basis, however, in future it can be converted in free hold as per the terms and conditions specified by NOIDA.
- Multiple renting shall be admissible to the lessee and for the sub-lessee as per prevailing policy.
- The Sub-lessee shall make necessary arrangements of finances for development of SPORTS CITY to the satisfaction of NOIDA.
- The sub-lessee shall make necessary arrangements for designing, engineering, and construction of the Project in accordance with the provisions of the Master Plan and regulations of NOIDA.
- The sub-lessee shall adhere to Government policies and relevant codes of BIS/IS relating to disaster management and energy conservation in land use planning and construction works.
- The sub-lessee shall obtain applicable permits / sanctions / approvals etc. from relevant Government agencies or local bodies or other authorities, as applicable. NOIDA shall assist


Lessor


Lessee




Sub Lessee

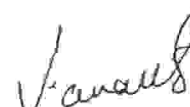
and facilitate the sub-lessee to procure the sanction/approval/ license etc. expeditiously

- Various incentives/ concessions including waiver of stamp duty etc. shall be admissible to the sub-lessee / Transferee as per the State Govt. policy from time to time.
- After the written approval of the Lessor/NOIDA Authority, the sub-lessee can implement/develop the project through its multiple subsidiary companies in which the allottee/sub-lessee company shall have minimum 90% equity share holdings (such subsidiaries are exempted from stamp duty for transaction between parent company and subsidiary company under the provisions of Indian Stamp Act as per State Government notification).
- The sub-lessee/allottee who develop the project through its subsidiary company shall be entitled for sub leasing the portion of allotted/leased land/built-up area in favour of the subsidiary companies and the first transfer by such subsidiary company, of the said allotted/leased land/built-up area which is being developed or proposed to be developed by the subsidiary shall be without any transfer charges. However, for subsequent transfer/sub-lease, transfer charges as per prevailing policy (at the time of transfer) of the Lessor/NOIDA Authority shall be payable.
- For the first transfer of land/built-up area through sub-lease no additional charges or transfer charges shall be payable by sub-lessee to NOIDA or any Authority.
- The subsidiary company(ies) in whose favour sub lease deed is permitted shall be entitled to mortgage the portion of land which is being developed by them, as per rules of the Authority.
- Areas are tentative and can be increased or decreased at the time of handing over of possession. If any unresumed land falls within the area on offer, efforts will be made to resume it or to shift elsewhere.

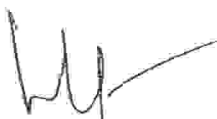

Lessor


Lessee



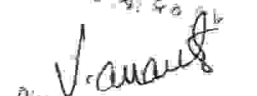

Sub Lessee

- The allottee/sub-lessee shall abide by the suggestions of State Government if any, in the master plan of NOIDA.
 - Sub lease of land / built-up area shall be allowed on the basis of approved layout and building plans by NOIDA.
- (q) The Authority / Lessor reserves the right to make such additions / alternations or modifications in the terms and conditions of allotment/lease deed/sub lease deed from time to time, as may be considered just and expedient.
- (r) In case of any clarification or interpretation regarding these terms and conditions, the decision of the NOIDA shall be final and binding.
- (s) If due to any "Forcè Majeure" or any circumstances beyond NOIDA's control, NOIDA is unable to make allotment or handover the possession of the allotted plot, entire earnest money and/or the deposits, as the case may be, will be refunded, as per the prevailing policies of NOIDA.
- (t) If the Sub-Lessee / Transferee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the NOIDA to ask the sub-lessee(s) / Transferee to remove the nuisance within a reasonable period failing which the NOIDA shall itself get the nuisance removed at the sub-lessee(s)/ Transferee cost and charge damages from the sub-lessee(s) / Transferee during the period of existence of the nuisance.
- (u) Any dispute between the Authority and Sub-Lessee(s)/ Transferee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.
- (v) The Lease Deed/Sub Lease Deed/allotment will be governed by the provisions of the U.P. Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) and by the rules and/ or regulations made or directions issued, under this act.



Lessor


Lessee

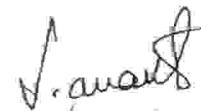



Sub-Lessee

- (w) The NOIDA (Lessor) will monitor the implementation of the project. Applicants who do not have a firm commitment to implement the project within the time limits prescribed are advised not to avail the allotment.
- (x) The sub-lessee(s)/ Transferee shall be liable to pay all taxes/ charges livable from time to time by the NOIDA or any other Authority duly empowered to levy the tax/charges.
- (y) Commercial premises/ residential premises as per the plans of the Sub Lessee approved by NOIDA shall be used for commercial/residential purpose only. In case of default, the lease deed is liable to be cancelled and the Sub- lessee(s)/ Transferee will not be paid any compensation thereof.
- (z) Other buildings earmarked for community facilities shall not be used for purposes other than community requirements.
- (aa) All arrears due to the Lessor) would be recoverable as arrears of land revenue.
- (bb) The NOIDA in larger public interest may take back the possession decision in this regard shall be final and binding on the sub-lessee(s)/ Transferee.
- (cc) In case the NOIDA is not able to give possession of the land in any circumstances, deposited money will be refunded to the allottee as per the prevailing policies of NOIDA.
- (dd) प्राधिकरण द्वारा स्पोर्ट सिटी योजना के लिए सैक्टर-79 में आबंटित भूमि पर स्पोर्ट सिटी योजना का नियोजन एवं क्रियान्वयन एकीकृत (Integrated) रूप में करने के लिए आबंटि संस्था द्वारा समस्त आबंटित भूमि पर (उप विभाजित भूखण्डों को भी एक साथ सम्मिलित करते हुए) एक साथ भूविन्यास मानचित्र प्राधिकरण से स्वीकृत कराना होगा। इस मानचित्र में भूमि के आबंटन की शर्तों के अनुसार विभिन्न क्रियाओं का नियोजन प्रस्तावित किया जायेगा।


Lessor


Lessee



Sub Lessee



- (ee) प्राधिकरण द्वारा अनुमोदित भू-विन्यास मानचित्र के क्रम में ही आबंटी संस्था द्वारा योजना का क्रियान्वयन किया जायेगा। प्राधिकरण द्वारा भू-विन्यास मानचित्र स्वीकृत किये जाने तक आबंटी संस्था के सदस्य उप विभाजित भूखण्डों को किसी भी दशा में किसी अन्य को हस्तान्तरित नहीं करेंगे।

Components of facilities

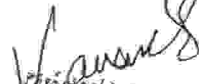
Facility	Minimum amount to be spent (in Crore)
Golf Course (9 Hole)	40.00
Multipurpose Playfield	10.00
Tennis Centre	35.00
Swimming Centre	50.00
Pro-shops/food and beverage	30.00
IT centre/Administration/Media Centre	65.00
Indoor Multipurpose Sports Hall including –	30.00
- Gymnastics	
- Badminton	
- Table Tennis	
- Squash	
- Basketball	
- Volley Ball	
- Rock climbing	
Cricket Academy	50.00
Internal Roads & parks	25.00
Hospital / Senior Living / Medicine Centre	60.00
Circulation Spaces, Carpeting, Utilities etc	15.00


Lessor


Lessee

For GOLFGREEN INFRA PVT. LTD.

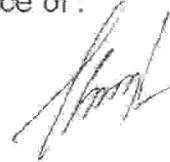



Director/Authorised Signatory
Sub Lessee

IN WITNESS WHEREOF the parties hereto have set their hands on the day and in the year first above mentioned in the presence of :



For and on behalf of Lessor



For and on behalf of Lessee

For GOLFGREEN INFRA PVT LTD.



For and on behalf of Sub-Lessee

Witness 1.

Witness 2


Signature:

Name: Devender Singh
S/o Shri Khem Singh
Address: 15/310, Dakshin Puri
New Delhi - 110062



Signature:

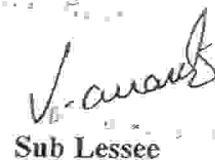
Name: Rajendra Kumar
S/o Shri Arjun Singh
Address: G-8/286, Satya Marg,
I Sangam Vihar,
New Delhi-110062



Lessor



Lessee



Sub Lessee

Color Copy

आज दिनांक 20/10/2012 को

बही सं. 1 जिल्द सं. 3550

पृष्ठ सं. 69 से 122 पर क्रमांक 5072

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



जे० एन० सिंह

उप-निबंधक तृतीय

नौएडा

20/10/2012



NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY
Main Administrative Building, Sector-VI, NOIDA - 201301

M/s Xanadu Realecon Pvt. Ltd.,
C-23, Greater Kailash, Part-I,
New Delhi - 110048

No. NOIDA/Commercial/2012/1151
Dated: 3rd October, 2012

Sub: Sub division of Sports City Plot No. SC-1/E Sector-79 and permission to sub-lease thereof.

Dear Sir,

Please refer to your letter dated 28th August, 2012 regarding permission to sub divide the Sports City Plot No. SC-1/E Sector-79 in three parts (1. Plot No. SC-1/E1 measuring 40,000 Sqm. and 2. Plot No. SC-1/E2 measuring 20,000 Sqm., and 3. Plot No. SC-1/E3 measuring 20,000 Sqm.) and also to permit sub lease of sub divided plot No. SC-1/E2 in favour of your 100% subsidiary company M/s Golfgreen Infra Pvt. Ltd., and sub divided plot No. SC-1/E3 in favour of your 100% subsidiary company M/s Golfgreen Superstructures Pvt. Ltd.

In this connection, I have been directed to inform you that on the basis of documents submitted by you, Authority is pleased to sub divide the above plot in 3 parts and also to grant permission to sub lease of sub divided plot No. SC-1/E2 in favour of your 100% subsidiary company M/s Golfgreen Infra Pvt. Ltd., and sub divided plot No. SC-1/E3 in favour of your 100% subsidiary company M/s Golfgreen Superstructures Pvt. Ltd., in principle in view of the terms and conditions of brochure of the scheme and lease deed. The other terms of allotment and lease shall remain the same.

Yours faithfully,


(L.P. Singh)
Assistant General Manager (Commercial)

L. P. SINGH
Assistant General Manager

Copy to:-

- 1- CAP for information & necessary action. It may be noted that before sanctioning the maps/layout for integrated sports city, the terms and conditions of allotment/lease deed be strictly adhered to.
- 2- Accounts Officer (Commercial) for information and necessary action.


Assistant General Manager (Commercial)

For GOLFGREEN INFRA PVT. LTD.


Director/Authorised Signatory

For GOLFGREEN INFRA PVT. LTD.


Director

Director