



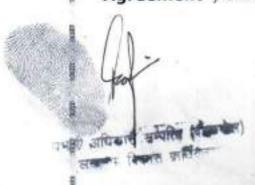
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Consideration: Rs. 1,69,19,397/-Stamp Duty: Rs. 11,84,500/-Village: Ardaunamau Pargana: Lucknow

V-code : 1097

LAND LEASE AGREEMENT

This Land LEASE AGREEMENT ("Land Lease
Agreement") entered between:



For Ekana Sportz City Private Limited

and the property of the state of the state of the state of

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For Eliana Sports City Private Linus

Managing Director





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LUCKNOW DEVELOPMENT AUTHORITY, having its head office at Vipin Khand, Gomti Nagar, Lucknow (hereinafter referred to as the "Authority" or "Lessor", which expression shall, unless excluded by and/or repugnant to the context, mean and include its successors) of the one part;

AND

EKANA SPORTZ CITY Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at CP-3, IInd Floor, Laxmi Vardan Complex, Patrakar Puram, Gomti Nagar, Lucknow-226010, represented

For Ekana Sportz City Private Limited

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For Eliana Sports City Private Linus

Managing Director





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through Managing Director **Sri Uday Sinha** (hereinafter referred to as the "**Concessionaire**" or "**Lessee**", which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors) of the other part;

The Lessor and the Lessee are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS

(A) The Lessor has entered into a Concession Agreement dated 08.07.2014 with the Concessionaire (The "Concessionaire

For Ekana Sportz City Private Limited

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For Eliana Sports City Private Linus

Managing Director





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Agreement") wherein Lessee has agreed to construct Sports Infrastructure Project and Real Estate Project, located at Lucknow on Design, Finance, Construct, Operate, Maintain and Transfer (DFCOMT) basis under Public Private Partnership Model and the Lessor has agreed to provide the land for Real Estate Project.

(B) The Lessor has been authorized by the Housing and Urban Planning Department for taking the development of the Project on the land as described in the Annexure hereunder and now desires to lease the Real Estate Project Area to the Lessee and the Lessee desires to take on lease from

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For Eliana Sports City Private Linus

Managing Director





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the Lessor, the Real Estate Project Area, Implementation of the Real Estate Project alongwith all ancillary works required for the operation of the Real Estate Project.

NOW THEREFORE, in consideration of the promises and covenants herein set forth and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties mutually agree as herunder.

For Ekana Sportz City Private Limited

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For Eliana Sports City Private Linus

Managing Director





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1. Definitions and Interpretation

1.1 Definitions

In this Land Lease Agreement, the following words and expressions shall unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Applicable Permits" means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with the Site for Real Estate Project and the

For Ekana Sportz City Private Limited

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Managing Director





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Project during the subsistence of the Land Lease Agreement;

"Authority Designated Area" shall have the meaning set forth in Clause 42.1 of the Concession Agreement;

"Effective Date" shall have the meaning the date of signing of this Land Lease Agreement;

"Encumbrance" means any encumbrances such as an easement, right of way, license, mortgage, charge, lien, hypothecation, pre-emptive right or security interest

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For Eliana Sports City Private Linus

Managing Director





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whether or not registered and howsoever arising, including by statute or common law;

"Land Lease Agreement" means this lease deed;

"Lease Rent" shall have the meaning set forth in Clause 4.1"

"Real Estate Project Area" shall have the meaning set forth in Article 42 of the Concession Agreement; and "Term" shall have the meaning set forth in Clause 3.

For Ekana Sportz City Private Limited

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Managing Director





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1.2. Interpretations

In this Land Lease Agreement, except to the extent that the context requires otherwise :

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- (a) the Annexure to this Land Lease Agreement forms part of this Agreement and will be of full force and effect as though it is expressly set out in the body of this Land Lease Agreement;
- (b) the terms of this Land Lease Agreement should be read in consonance with and not in derogation with the terms of Concession Agreement;

For Ekana Sportz City/Private Limited

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- (c) References to Clauses are, unless stated, otherwise, references to Clauses of this Agreement.
- (d) the rules of interpretation in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply to this Land Lease Agreement. In order to remove any doubt it is clarified that in case of inconstancy or contradiction between the provisions of this Land Lease Agreement and the Concession Agreement, the provisions of the Concession Agreement shall prevail and override;

For Ekana Sportz City Private Limited

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Managing Director





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- (e) any clause of the Concession Agreement referred in this Agreement shall survive the termination of the Concession Agreement; and
- (f) the words and expressions beginning with capital letter and defined in this Land Lease Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Land Lease Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning ascribed thereto in the Concession Agreement;

For Ekana Sportz City Private Limited

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Managing Director





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2. Grant of lease and possession

- 2.1.1 The provisions of this Land Lease Agreement shall take effect and become binding on the Parties on the date first above written ("Effective Date").
- 2.1.2 In consideration of designing, financing and construction of the Sports Infrastructure Project and Providing Operation and Maintenance of the Sports Infrastructure Project during the Concession Period and payment of Upfront Bid Value, the Lessor grants on lease to the Lessee and the Lessee accept the lease from the Lessor, free from encumbrances and/or encroachments, of all that

For Ekana Sportz City, Private Limited

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Managing Director





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piece and parcel of land measuring 66 (Sixty Six) Acre, partly situated at Village Ardaunamau, Sadar, Lucknow and partly situated at Village Mastemau, Tehsil Mohanlalganj, District-Lucknow, more particularly described and identified bearing Khasra No. 268 (part) Khasra No. 272 (part), Khasra No. 271 (part), Khasra No. 397 (part), Khasra No. 397 (part), Khasra No. 397 (part), Khasra No. 283 (part), Khasra No. 283 (part), Khasra No. 284, Khasra No. 282 (part), Khasra No. 281 (part), Khasra No. 289 (part), Khasra No. 339Sa, All situated at Village Ardaunamau, Tehsil-Sadar, Lucknow, total bearing an area of 17.0903 Hectare, Khasra No.

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279Ka (part) bearing an area of 9.6330 Hectage, situated at Village Masteymau, Tehsil-Mohanlalganj, District-Lucknow, Total bearing an area of 26.7233 Hectare, which is equivalent to 66 Acre, together with all and singular rights, liberties, privileges, easements, benefits, rights of way, paths, passage whatsoever in or appurtenant to the Real Estate Project Area or any part thereof, and to hold, possess, use and enjoy the Real Estate Project Area and/ or any part thereof, in accordance with the provisions of this Land Lease Agreement and the Concession Agreement.

For Ekana Sportz City Private Limited

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For Eliana Sports City Private Linus

Managing Director





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3. Term

The Lease granted in pursuance of this Land Lease Agreement shall be for a period of 99 (ninety nine) years from the Appointed Date (as defined in the Concession Agreement) (the "Term") unless the Land Lease Agreement is determined prematurely in accordance with Clause 6. For the purpose of clarity the Parties confirm that the Appointed Date is as per Clause 42.1 of the Concession Agreement.

4. Lease Rent

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4.1 Upon execution of the Land Lease Agreement and in further consideration of the Lessor leasing the Real Estate Project

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For Eliana Sports City Private Linus

Managing Director





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Area to the Lessee and granting the rights, privileges and benefits set forth in this Land Lease Agreement, the Lessee shall pay to the Lessor, an annual lease rent ("Lease Rent") of Rs. 1/- (Rupees One) per sq. meter per annum.

4.2 The Lease Rent shall be due and payable in advance every year and the first lease rent shall be paid by the Lessee before execution of this Land Lease Agreement. The Lessor shall not be obliged to demand payment of Lease Rent by notice or otherwise, and it shall be incumbent upon the Lessee to pay the Lease Rent as and when it falls due. The Lease Rent shall be payable by the Lessee during the term of this Land Lease Agreement.

For Ekana Sportz City, Private Limited

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Managing Director





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- 4.3. The Lessee shall pay the Lease Rent into such account as may be designated by the Lessor from time to time.
- 4.4 If the Lessee fails to pay the lease rent as aforesaid, the Lessee shall be liable to pay interest for the period of delay calculated at a rate equal to 5% (five percent) above the Bank Rate.
- 4.5 In the event of failure of the Lessee to pay the Lease Rent within 90 days of the same becoming due, the outstanding Lease Rent shall be recovered from the Concessionaire as arrears of Land Revenue. However, it

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is clarified that the Lessee has already paid the Lease Rent in advance for the entire period of 99 years.

5. Use of Real Estate Project Area

- 5.1 During the Term of this Land Lease Agreement, the Lessee agrees to use the Real Estate Project Area for the carrying out the following:
- designing, financing, constructing, operating, maintaining and transferring the Real Estate Project as defined in the Concession Agreement;

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- designing, building, owning, operating and maintaining the utilities, services and facilities required for operating and maintaining the Real Estate Project;
- extraction of ground water and harvesting of rain water for the Lessee's requirements;
- d) developing and landscaping the Real Estate Project Area; and
- e) any other purpose incidental or consequential to the development, operation and maintenance of the Project.

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- 5.2 The Parties agree that the Lessee may, with the written approval of the Lessor, and in addition to the above statedpurposes, utilize the Real Estate Project Area for any other purpose(s), which in the Lessee's opinion is;
- a) conducive or incidental to operation and management of the Project;
- b) enhances the efficiency of the Project;
- c) improves the commercial viability of the Project; or
- d) facilities further investment in or around the Project.

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Managing Director





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However, use of the Real Estate Project Area shall always be subject to the Applicable Laws, rule and regulations.

6. Determination of Land Lease Agreement

6.1 This Land Lease Agreement may be determined earlier by mutual agreement between the Parties in writing.

In the event that the Concession Agreement is terminated prior to achievement of the Provisional COD – I/Provisional COD-II/Sports Infrastructure COD, as the case may be, then the Lessor shall take possession and control of the Real/Estate Project Area, save and except up to the extent

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as expressly permitted by the Concession Agreement and the Land Lease Agreement shall not be applicable for such possessed or controlled portion of the Real Estate Project Area.

- 6.2 The Lessor shall have the right to determine this Land Lease Agreement on occurrence of any one or more default(s) y the Lessee as enlisted hereunder:
- a) filing of a voluntary bankruptcy petition by the Lessee;
- institution of winding up proceedings against Lessee and such Proceedings not being stayed or discharged by a Competent Court within 180 (One hundred eighty) days;

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- appointment of a receiver of Lessee's assets or any general assignment for the benefit of Lessee's creditors and such appointment or assignment is not stayed by a competent court within 180 (one hundred and eighty) days;
- failure of the Lessee to make payments to the Lessor in accordance with the provisions hereof, where such failure continues for a period of 30 (thirty) days after a written notice from the Lessor;
- any default of the lessee under the Concession Agreement which entitles the Lessor to takeover the Real Estate

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Project Area, subject to Clause 3.1.4 of the Concession Agreement;

- f) failure by Lessee to perform any of the covenants, conditions, or obligations imposed on it by this Land Lease Agreement where the failure continues for a period of 60 (sixty) days after notice from the Lessor.
- g) transfer or assignment of this Land Lease Agreement or creation of any encumbrances on the Real Estate Project Area, except as may be permitted under the Concession Agreement;

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- use of the Real Estate Project Area for any purpose other than the purposes stated under Clause 5 of this Land Lease Agreement and as per the Concession Agreement and such breach is not remedied within a period of 60 (sixty) days after a notice from the Lessor in this behalf;
- i) use of the Real Estate Project Area for any purpose or in manner which is in violation of laws, rules and regulations applicable with respect to use of the Real Estate Project Area and as may be amended from time to time if such violation is not remedied within a period of 60 (sixty) days after a notice from the Lessor in this behalf; and

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yoluntary abandonment by the lessee of its operations as mentioned in Clause 17.12 of the Concession Agreement, at the Real Estate Project Area for a continuous period of 90 (ninety) days or more before the information of association of apartment owners (Resident Welfare Society) as prescribed in sub-section (2) of section-14 of Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and/or till the transfer of external infrastructure assets to the applicable local body or any other competent authority(ies).

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Managing Director





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- 6.3 Upon determination under Clause 6.1 and Clause 6.2, the Lessor shall have the following additional rights:
- the recovery of any unpaid Lease Rent due and payable at the time of termination;
- the recovery of any damages, costs, fees and expenses incurred by the Lessor as a result of the breach of this Land Lease Agreement by the Lessee; and
- any other right or remedy, legal or equitable, that the Vessor is entitled to under Applicable Laws.

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Managing Director





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- 6.4 The Lessee shall have the right to determine this Land Lease Agreement on account of the occurrence of any of the following events;
- a] any material breach of the terms and conditions of the Land Lease Agreement by the Lessor, which material breach is not remedied by the Lessor within 90 (Ninety) days of receipt of notice regarding such breach;

or

b) any interference with the peaceful possession of the Real Estate Project Area by the lessor due to which the Lessee /is not able to carry on its business for a continuous period

For Ekana Sportz City Private Limited

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Managing Director





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of 60 (sixty) days or more, which interference is not rectified by the Lessor within a period of 60 (sixty) days from the date on which the lessee notifies the same to the Lessor.

7. Lessor's obligations and covenants :

The Lessor hereby agrees and warrants that :

a) subject to the terms of this land lease agreement, the lessee shall be entitled to possess, hold use and enjoy the Real Estate Project Area and every part thereof during the term of the land Lease Agreement, without any interruption by the Lessor.

For Ekana Sportz City Private Limited

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For Eliana Sports City Private Linus

Managing Director





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- the Lessee shall, during the Term of the Land Lease Agreement, enjoy free ingress and egress to and from the Real Estate Project Area without any hindrance;
- c) subject to timely payment of the Lease Rent and performance of the covenants and conditions set out in the Concession Agreement and this Land Lease Agreement, the Lessee shall peacefully hold and enjoy the Real Estate Project Area during the Term of the Land Lease Agreement;

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For Ekana Sportz City Private Limited

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Managing Director





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- d) upon execution of the Land Lease Agreement and subject to the term thereof, the Lessor shall deliver, or cause to be delivered, to the Lessee vacant possession of the Real Estate Project Area. The Lessor shall, at its cost and expenses clear any Encumbrances, including possession or occupation, if any, by third parties prior to delivery of vacant possession of the Real Estate Project Area of the Lessee;
- e) the Lessor shall pay and discharge all property taxes, land revenues, levies, cesses and other payments/dues in respect of the Real Estate Project Area relating to the

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period up to the signing of the Land Lease Agreement. For the avoidance of doubt, all property taxes, land revenues, service tax, levies cesses and other payments/ dues in respect of the Real Estate Project Area shall be borne by the Lessee from the date of signing of the Land Lease Agreement and during the Term of the Land Lease Agreement.

f) upon execution of the Land Lease Agreement, the Lessor shall provide the Lessee with any consent(s) or no objection(s) of the Lessor in obtaining power, water, telephone and such other facilities that the Lessee may

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require, to use and enjoy the Real Estate Project Area effectively for the purposes stated in Clause 5 of this Land Lease Agreement. Such consents or no objection(s) shall be provided by the Lessor within a reasonable time; and

g) the Lessor shall not create any Encumbrances on the Real Estate Project Area or otherwise part with or alienate any of its rights, title or interest in or to the Real Estate Project Area except as provided in Clause 8 of this Land Lease Agreement.

For Ekana Sportz City Private Limited

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- Sale, transfer or disposal of the Real Estate Project Area:
- 8.1 Subject to right of the Authority with respect to Authority Designated Area as set out in the Concession Agreement, the Lessor may sell, transfer or otherwise dispose of the Real Estate Project Area to any Government Instrumentality or any other entity owned or controlled by the Government of Uttar Pradesh.

8.2 The Parties agree that any sale, transfer or other disposal of the Real Estate Project Area or any part thereof as

For Ekana Sportz City Private Limited

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provided in this Clause 8 shall always be subject to the leasehold rights of the Lessee set out in this Land Lease Agreement and the Lessor shall ensure that simultaneously with the sale, transfer or other disposal of the Real Estate Project Area or any part thereof, the transferee thereof shall acknowledge the leasehold rights of the Lessee therein and shall execute an agreement on terms and conditions that are identical or not less favourable than the terms and conditions of this Land Lease Agreement.

9. Lessee's obligations and covenants:

Lessee hereby covenants, agrees and represents that :

For Ekana Sportz City Private Limited

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- upon execution of this Land Lease Agreement and subject to the terms thereof, the lessee shall accept the Site for Real Estate Project on the condition and it undertakes to use the same only for the purposes as enlisted in Clause 5 of this Land Lease Agreement;
- this Land Lease Agreement has been duly authorized, executed and delivered by the Lessor after fulfilling all legal formalities and constitutes its legal, valid and binding obligation;
- during the Term of the Land Lease Agreement, the Lessee shall pay the Lease Rent in accordance with terms and

For Ekana Sporte City Private Limited

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conditions set out in this Land Lease Agreement and shall observe and fulfill each of its obligations and covenants set forth herein;

- d) during the Term of the Land Lease Agreement, the lessee shall undertake the development of the Real Estate Project, and other works which in the reasonable opinion of the Lessee would be required for and in relation to the project and obtain necessary approvals/clearances from the appropriate authorities for the same;
- at its own cost and expenses, the Lessee shall obtain all utilities such as water and electricity from the appropriate authorities:

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For Ekana Sports City Private Limited





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- f) it shall obtain and keep current all Applicable Permits that may be required under the Applicable Laws and shall comply with all Applicable Laws as may be amended from time to time;
- g) it shall pay all taxes, property tax, service tax, cesses, assessments and levies in respect of the Real Estate Project Area, which are leviable at any time during the Term of the Land Lease Agreement;
- it shall not assign, transfer or create any lien, charge or Epcumbrance on the Real Estate Project Area nor transfer,

For Ekana Sportz City Private Limited





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license or part possession thereof the Real Estate Project Area, save and except as expressly permitted by this Land Lease Agreement or the Concession Agreement or the Substitution Agreement.

it shall, indemnify the Lessor in respect of any charges, deposits and other monies levied by third parties for and in relation to the provision by such third parties to the Lessee of water, electricity, telephone, communication and other facilities and in relation to any and all third party claims made with respect to the Real Estate Project Area;

For Ekana Sportz City Private Limited





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j) it shall (i) keep and maintain, in accordance with Claus
17.12 of the Concession Agreement, the Real Estat
Project Area and the buildings and structures thereon i.
good and habitable condition at all times, and (ii) shall
ensure that the Real Estate Project Area shall be free from
encroachments at all times and to the extent that there
occur any encroachments on the Real Estate Project Area,
it shall make diligent efforts to remove such
encroachments from the Real Estate Project Area, as soon
as practicable; and

For Ekana Sportz City Private Limited





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k) it shall take all necessary care to keep the premises neat and clean and in sanitary conditions consistent with the environment and cleanliness in accordance with Clause 17.12 of the Concession Agreement.

10. Regulatory approvals for construction

The Lessee agrees and covenants that the Lessee shall undertake construction of building and /or structures at the Real Estate Project Area only after obtaining all Applicable Permits as are necessary for such constructions. The Lessee further agrees that the lessee shall at all times comply with the conditions of such Applicable Permits.

For Ekana Sports City Private Limited





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11. Inspection by the Lessor

- 11.1The Lessee agrees and covenants that during the Term of the Land Lease Agreement, the Lessee shall not restrict or obstruct the Lessor and its authorized agents to enter upon and inspect the Real Estate Project Area at all reasonable hours on any working day.
- 11.2The Lessee undertakes that the Lessee shall notify the Lessor of any material breach by the Lessee of any Applicable Permits acquired in relation to the Real Estate Project Area.

For Ekana Sportz City Private Limited





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12. Stamp duty and registration charges

It is submitted that the total area of land granted on lease to the Lessee is 26.7233 Hectares or say 66 Acars, out of which the land area of 17.0903 Hectare falls in Village Ardaunamau, registerable in the office of Sub-Registrar at Lucknow Tehsil and an area of 9.6330 Hectares falls in Village Mastemau, registerable in the office of Sub-Registrar at Tehsil Mohanlalganj, as such two separate documents have been prepared for registration, out of which one is in respect of Village-Ardaunamau, registerable at Tehsil-Lucknow and the other document is in respect of Village-Mastemau, registerable at Tehsil-Mohanlalganj.

For Ekana Sportz City Private Limited





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The present document is in respect of Village-Ardaunamau, presented for registration at Tehsil-Lucknow.

Subject to the exemption or waiver, if any, granted by Government of Uttar Pradesh, the Parties agree that all stamp duties and registration charges payable in respect of this Land Lease Agreement shall be to the account of and borne by the Lessee. However, it is submitted that the lease has been granted for a period of 99 years on payment of lease rent payable @ Rs. 1/- per sq. mtr. per annum, the area of Leasehold land in Ardaunamau is 17.0903 Hectares, as such the annual lease rent payable

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by the Lessee comes to Rs. 1,70,903/- per annum and since the Lessee has paid the lease rent in advance for the total period of 99 years which comes to Rs. 1,70,903 x 99 = 1,69,19,397/-, which is the total consideration amount, and since vide Government Notification order No. 13/K.N.-7-440/11-2015-700(111)/13, dated 30.03.2015, issued by Kar Evam Nibandhan Anubhag-7, Uttar Pradesh Shashan, Lucknow, the stamp duty is payable upon the actual consideration amount in respect of the documents executed by Development Authorities and U.P. Avas Evam Vikas Parishad. As such upon the aforesaid consideration amount of Rs. 1,69,19,397/-, the stamp duty @ 7%

For Ekana Special Billy Private Limited





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amounting to Rs. 11,84,400/- is payable, as such a sum of Rs. 11,84,500/- has been paid herewith by the Lessee through this deed. It is further submitted that the possession of land has not been delivered earlier and the same has been delivered through this deed.

13. Indemnities and Limitation of Liability

The Lessee shall fully indemnify, defend and hold harmless the Lessor, of any liability which may be incurred or suffered by the Lessor and which may arise out of or as a regult of any of the following causes:

For Ekana Sportz-Gity Private Limited

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- any breach by the Lessee of any of its obligations;
 covenants, agreements, representations or warranties set
 forth in this Land Lease Agreement; and
- b) any loss of property, damage to property, personal injury or death occasioned to or suffered by any person, to the extent that the damage to or loss of property or the personal injury or death is caused willfully or negligently by the Lessee.

14. Assignment

The Lessee shall not transfer, assign, or grant any form of security over any of its rights or obligations under this For Ekana Sportz City Private Limited





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Land Lease Agreement save and except as expressly permitted by Clause 3.1.4 of the Concession Agreement,

15. Force Majeure

Provisions of Article 31 of the Concession Agreement shall apply with respect to Force Majeure situation arising under this Land Lease Agreement.

16. Dispute Resolution

Provisions of Article 39 of the Concession Agreement shall apply with respect to Dispute arising under this Land Lease Agreement.

For Ekana Sporks City Private Limited





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17. Governing Law

This Land Lease Agreement is governed by and shall be construed in accordance with the laws of India and the courts at Lucknow shall have jurisdiction over matters arising out of or relating to this Agreement.

18. General Provisions

18.1 Entire Agreement

This Land Lease Agreement together with the Annexure constitutes the entire agreement between the parties with respect to the subject matter and

For Ekana Sportz Gity Private Limited





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the transaction envisaged in this Land Lease Agreement, but shall be subject to the provisions of the Concession Agreement at all times.

18.2 Waiver

- 18.2.1 Waiver, including partial or conditional waiver, by either party of any default by the other party in the observance and performance of any provision of or obligations under this Land Lease Agreement:
 - a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other

For Ekana Sportz City Private Limited

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provisions of or obligations under this Land Lease Agreement;

- shall not be effective unless it is in writing and executed by a duly authorized representative or the Party; and
- Shall not affect the validity or enforceability of this Land Lease Agreement in any manner.

18.2.2 Neither the failure by either party to insist on any occasion upon the performance of the terms,

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For Ekana Sportz City Private Limited

कम संख्या 15281 स्टाम्य दिसाय गाँ सिन्धे ,,,,,,,,,,,,, स्टाम्प क्षण करने या प्रतियोग . Prabhari Adhi Harri (5) L. D.A स्टाम्ब केला का जन व पूरा गता . Exama Sports City Rrt. 2td. स्टास्य की धननाथी शिक पुलन दिलेका (स्टान्स (देकता) SHERRICH HAND I SHE लाइक्स्स को अध्यक्त ३३ १-४०१९ कराबद्धद कार, कला जे

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Agreement or any obligation there under nor time or other indulgence granted by a party to the other party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

18.3 Severability

If for any reason whatever, any provision of this Land Lease Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality

For Ekana Sportz Oily Private Limited

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to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions
shall not be affected in any manner, and the parties
will negotiate in good faith with a view to agreeing to
one or more provisions which may be substituted for
such invalid, unenforceable or illegal provisions, as
nearly as is practicable to such invalid, illegal or
unenforceable provision. Failure to agree upon any
such provisions shall not be subject to the Dispute
Resolution Procedure set forth under this Land Lease
Agreement or otherwise.

For Ekana Sportz Gity Private Limited

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Ekama Sparty City Rut. Ltd. 20 10 年前 1月 日午 2 19 10円 HARIN LITE I GO HITCHEN 1947 +95/03 लाइसारक का जातांचे 31-03-2019 कलवट्ट कार्ट, लखनक

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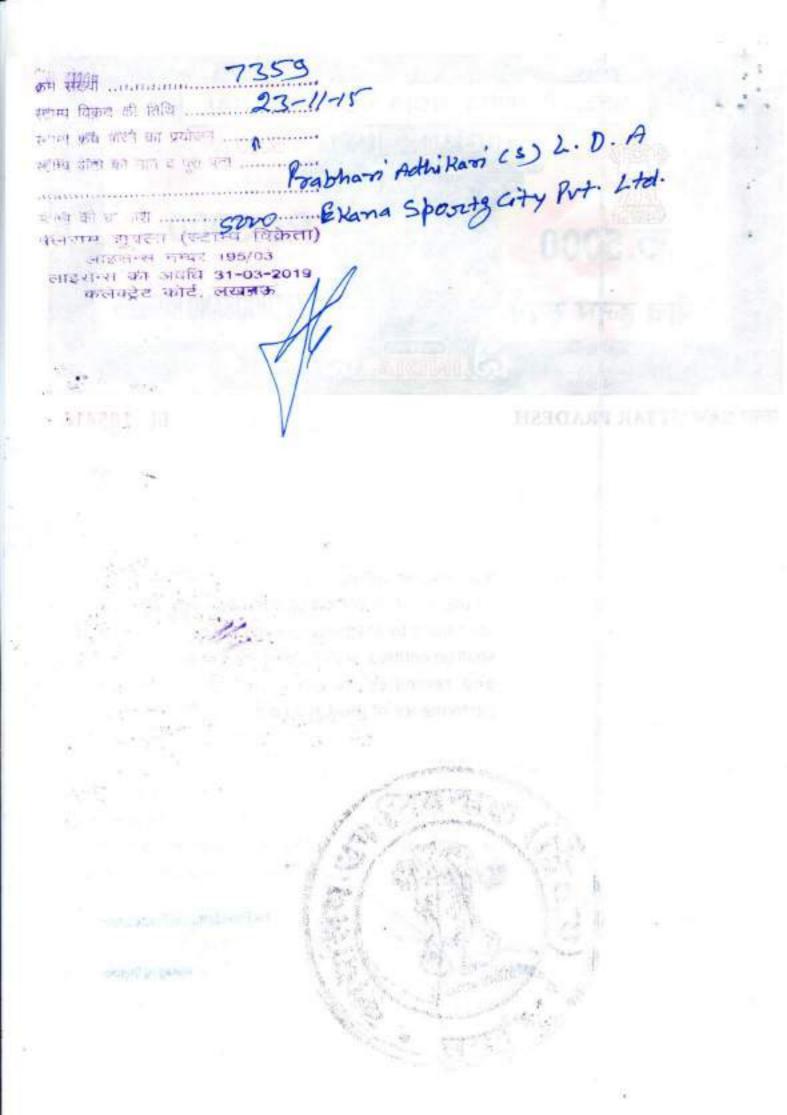
18.4 Specific Performance

In the event of default of breach in performance of obligations by any party, the party in default or breach shall be entitled, without prejudice to its other rights and remedies, to seek and enforce specific performance of this Land Lease Agreement.

18.5 Expenses

Each Party shall pay its own costs and expenses (including, without limitation, the fees and expenses of its agents, authorized representatives, advisors, couffsel and accountants) necessary for the

For Ekana Sportz City Private Limited





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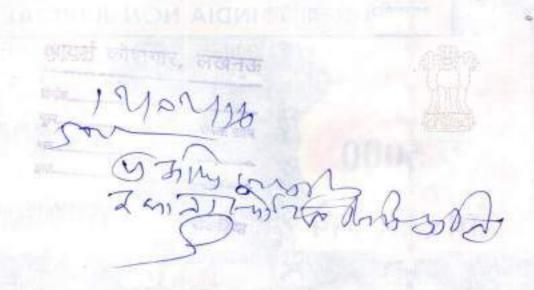
negotiation, preparation, execution, delivery, performance of and compliance with this tand Lease Agreement.

19. Notices

Any notice or other communication to be given by any party to the other party under or in connection with the matters contemplated by this Land Lease Agreement shall be in writing and shall:

 in the case of the Lessee, be given by facsimile or e-mail and by letter delivered by hand to the address given and

For Ekana Sportz Gity Private Limited







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marked for attention of the person set out below or to such other person as the Lessee may from time to time designate by notice to the Lessor; provided that notices or other communication to be given to an address outside [Lucknow] may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Lessee may from time to time designate by notice to the Lessor; the Name and address of lessee.

For Ekana Sportz-City Private Limited

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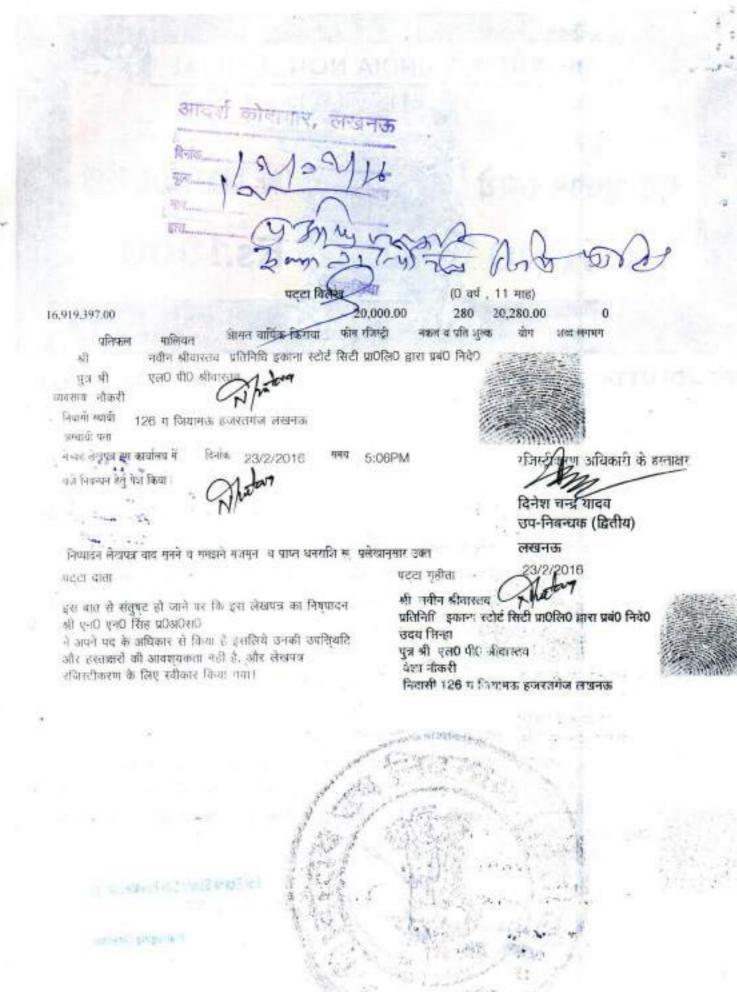
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b) in the case of the Lessor, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the Vice Chairman, Lucknow Development Authority with a copy delivered to the Lessor's Representative or such other person as the Lessor may from time to time designate by notice to the Lessee; and

c) any notice or communication by a party to the other party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be

For Ekana Sportz City Private Limited





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deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

SCHEDULE OF PROPERTY IN RESPECT OF WHICH THE PRESENT LEASE DEED HAS BEEN EXECUTED

Khasra No. 268 (part), Khasra No. 272 (part), Khasra No. 271 (part), Khasra No. 397 (part), Khasra No. 397 (part), Khasra No. 397 (part), Khasra No. 285 (part), Khasra No. 283 (part),

For Ekana Sportz City Private Limited

आहरी कामा देश, वास्त्रतीक ने निप्पादन स्वीकार किया । िनकी पाचान पी0 एन0 श्रीवारतव एडवो0 हाई कोर्ट लखनऊ पेश वकालत निवासी व कैलाश कुमार सिंह योजना सहायक लखनऊ विकास प्राधिकरण लखनऊ पंजा नीकरी -বিহাৰী 🕫 👏 4 40 रजिस्ट्रीकरण अधिकारी के हस्ताक्षर ्यूयक्षनः भद्र सक्षियों के निज्ञान अगुटे विवधनुसार लिखे गये हैं। दिनेश चन्द्र यादव उप-निबन्धक (द्वितीय) लखनऊ 23/2/2016



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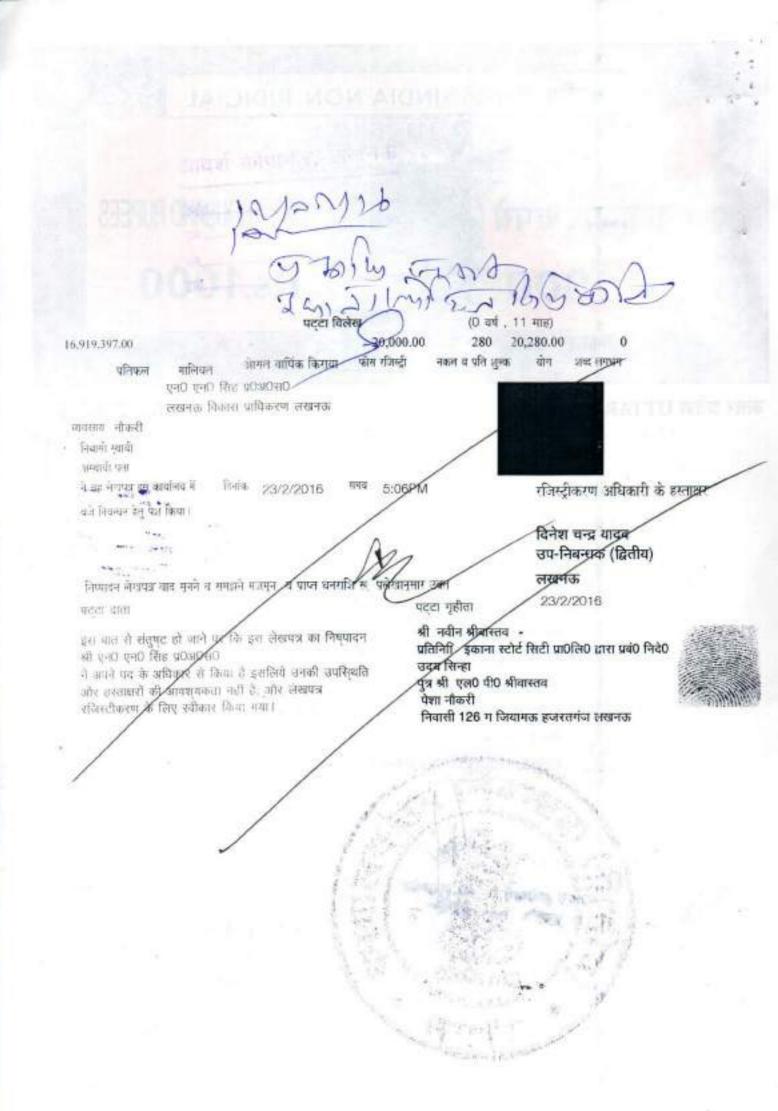
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Khasra No. 284, Khasra No. 282 (part), Khasra No. 281 (part), Khasra No. 289 (part), Khasra No. 339Sa, All situated at Village Ardaunamau, Tehsil-Sadar, Lucknow, **Total bearing an area of 17.0903 Hectares.**

The aforesaid land has been delinated and surrounded with Red Colour in the annexed Map Plan, which forms part of this deed. Boundaries whereof are as under :-



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East : Partly proposed Sports Infrastructure
Project and Partly Green area of Chak

Ganjaria City land and 45 meter proposed

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road;

West : Proposed Sports Infrastructure Project of

Ekana Sportz City and in part 45 meter wide

road;

North : In part 24 meter wide road, in part 45 meter

wide road, in part Green area of C.G. City

land;

South : Proposed Sports Infrastructure Project of Ekana Sportz City and in part 45 meter wide

rgad;

For Ekana Sportz-City Private Limited

Managing Director

पट्टा गृहीता

Registration No. :

2,016

Book No.:

• महीन श्रीवास्तव प्रतिनिधि इकाना स्टोर्ट सिटी प्रा**0लि0 हारा प**

एल0 पी0 श्रीवास्त्रक + 126 म श्रियामक हजरतगंज लखनक







LUCKNOW DEVELOPMENT AUTHORITY

LEASE TO SRI/SMT. :

REAL ESTATE PROJECT PLOT/HOUSE NO.

SIZE:

AS PER SHOWN

AREATO BE LEASED: 267233.38 SQ.MT. (66 ACRES)



BOUNDARY:

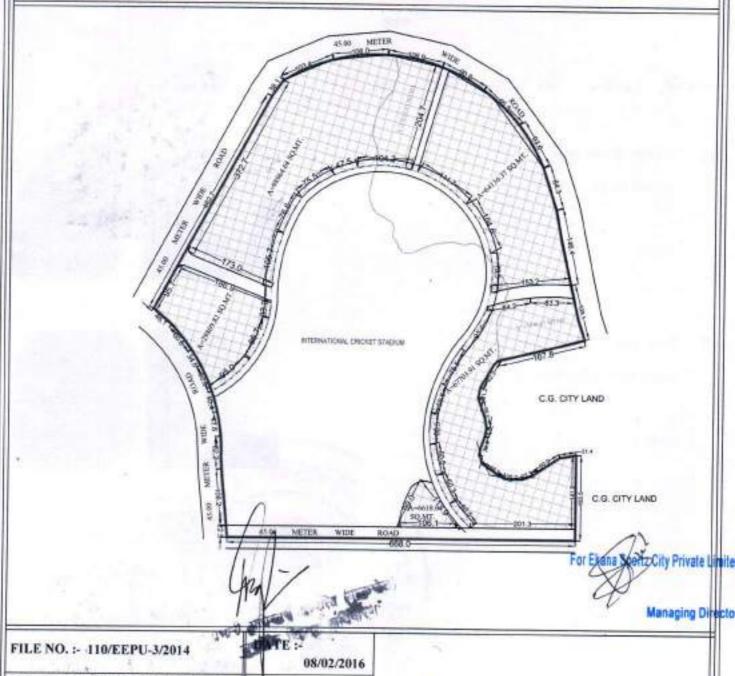
NORTH: 45.00 METER WIDE ROAD

SOUTH : 45.00 METER WIDE ROAD & INTERNATIONAL CRICKET STADIUM

45.00 METER WIDE ROAD & C.G. CITY LAND

45.00 METER WIDE ROAD WEST

SECTOR-7, GOMTI NAGAR EXTENTION SCHEME, LUCKNOW.



THIS LEASE PLAN HAS BEEN PREPARED ONLY FOR SITE VERIFICATION.

THIS LEASE PLAN IS THE PART OF GOMTI NAGAR EXTENTION OF SECTOR -7 SCHEME. NORTH :-

THIS LEASE PLAN IS PREPARED AS PER SURVEY REPORT GIVEN BY EE-3 ON DATED 21.11.2014.



VIPUL PRAKASH A.T.P

J.N. REDDY C.T.P.

गवाह

Registration No.:

2940

Year:

2016

Book No.:

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हाई कोर्ट लखनक

वकासत





W2 केलाश कुमार मिह योजना सहायक लखनक विकास प्राधिकरण लखनक

-विकरी





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IN WITNESS WHEREOF Sri N.N. Singh, as Joint Secretary, for and on behalf of the Lessor - Lucknow Development Authority AND Sri Uday Sinha, as Managing Director for and on behalf of the Lessee, both have executed and delivered this land Lease Agreement as on the Day, Month and Year mentioned below.



Lucknow Dated: 15.02.2016



Witnesses 7

1. April Kayopas

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Bem Moth Sovering Advocate 6/177 winest word Gometo Magor whole For and on behalf of LESSOR/LDA

For Ekana Sportz Otty Private Limited

Managing Director

For and on behalf of the Lessee
EKANA SPORTZ CITY Pvt. Ltd.

[M.P. Singh]
Dealing Clerk,

Drafted by

Ash Ash

[Anoop Kumar Asthana]

[Anoop Kumar Asthana]
Advocate

Chief Retainer, L.D.A. Mob. No. 9839570979 आज दिनांक

23/02/2016

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पर कमांक

रजिल्हीकृत किया गया ।

रजिस्ट्रीकरण् अधिकारी के हस्ताक्षर

दिनेश चन्द्र यादव

उप-निबन्धक (द्वितीय)

लखनऊ

23/2/2016





CIN No.: U45202UP2014PTC063932 GST No.:09AADCE6791J1Z4



PLOT DECLARATION

This is in reference of the R-4, EKANA ANTALYA (Residential Block) which is situated in the Ekana Sportz City, Shaheed Path road, Lucknow. The project is on PPP mode under Lucknow Development Authority. The proposed Ekana Residential Block is situated in part of Khasra number 397, in village – Ardaunamau and Mastemau, Sec-7, Gomti Nagar Extension, Lucknow. The Land is given to Ekana Sportz City Pvt. Ltd., by LDA under a Land Lease Agreement on 23-02-2016, which is duly registered with the sub register (second) at bahi no. 1, jild no.17977, page no. 393 to 532 with Ser No. 2940. The details of Khasra is mentioned in the Land Lease Agreement on page number 13 and 58. We are hereby sharing the copy of Land Lease Agreement and the superimposed plan of the Project, Ekana Sportz City with Khasra details.

