

Plot No. SC-01 | F-2
See - 7



Color Copy

SUB LEASE DEED

5072

This Sub Lease deed made on the 19th day of October, 2012 (Two thousand and Twelve)

BETWEEN

The New Okhla Industrial Development Authority, a body corporate constituted under section 3 read with 2 (d) of the Uttar Pradesh Industrial Area development Act, 1976 (UP Act No 6 of 1976) hereinafter called the "Lessor" (which expression shall unless the context does not so admit, include its successors and assigns) of the first part

AND

M/s Xanadu Realcon Pvt. Ltd., a Relevant Member of M/s Xanadu Estate Pvt. Ltd. (Consortium) Company, within the meaning of Companies Act 1956, having its registered office at C-23, Greater Kailash Enclave, Part-I, New Delhi - 48, through its authorized signatory Mr. Pratap Singh Katoch S/o Shri J.S.Katoch R/o Flat No. A-116, Plot No. B-9/1, Sector-62, NOIDA - 201301 duly authorized by the Board of Directors vide Resolution dated 21st August, 2012, hereinafter called the "Lessee" (which expression shall unless the context does not so admit, include executors, representatives, administrators and permitted assigns) of the second part

AND

M/s Golfgreen Infra Pvt. Ltd. (100% owned subsidiary of M/s Xanadu Realcon Pvt. Ltd.), a Company within the meaning of Companies Act 1956, having its registered office at C-23, Greater Kailash Enclave, Part-I, New Delhi - 48, through its authorized signatory Shri Vikas Anand S/o Shri Deepak Anand, R/o D-1133, Sector-49, Faridabad (Haryana), duly authorized by the Board of Directors vide resolution dated 21st August, 2012, hereinafter called the "Sub - Lessee" (which expression shall unless the context does not so admit, include executors, representatives, administrators and permitted assigns) of the third part.

For GOLFGREEN INFRA PVT. LTD.
[Signature]
Director

Color Copy
For GOLFGREEN INFRA PVT. LTD.
[Signature]
Director/Authorised Signatory
Sub Lessee

[Signature]
Lessor

[Signature]
Lessee

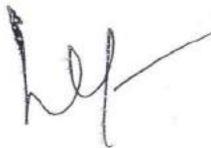
AND whereas the Lessor has through a sealed two bid tender system Sport City Plot No. SC-01-01 Sector-78 & 79 admeasuring 7,27,500 Sqm. awarded to the **M/s Xanadu Estates Pvt. Ltd. (Consortium)** vide allotment letter No. NOIDA/Commercial/2011/478 dated 4th May, 2011 mentioning therein that an area of 5,92,300 sqm. is acquired and in possession of Lessor & subsequent corrigendum letter No. NOIDA/Commercial/2011/702 dated 24th June, 2011.

AND WHEREAS above said allotted area was sub divided into 6 parts, numbering as **SC-01 Sector-78 (measuring 14,272.50 Sqm.)**, **SC-01/A Sector-79 (measuring 1,00,000 Sqm.)**, **SC-01/B Sector-79 (measuring 48,000 Sqm.)**, **SC-01/C Sector-79 (measuring 2,50,027.50 Sqm.)**, **SC-01/D Sector-79 (measuring 1,00,000 Sqm.)** and **SC-01/E Sector-79 (measuring 80,000 Sqm.)** vide letter NOIDA/Commercial/2011/1537 dated 24th October, 2011.

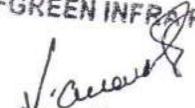
AND WHEREAS in compliance of the approval granted vide letter dated 24th October, 2011 lease deed of sub divided sports city plot No. **SC-01/E Sector - 79** was executed on 24/10/2011 and registered in the office of the Sub-Registrar- III, vide Book No - I Volume No. 2975 Page No 316 - 365 documents No. 8586 dated 24/10/2021 (hereinafter called as the "Lease") between the Lessor, a body corporate constituted under section 3 of the UP Industrial development Act 1976 (UP Act No 6 of 1976) and the Lessee. The Lessor had demised on leasehold basis which is a part of **Sports City Plot No. SC-01-01 Sector-78 & 79** and more fully detailed and described in the schedule hereunto for 90 years commencing from **24th October, 2011**.

AND whereas the Lessee of the sub divided plot No. SC-01/E Sector-79 admeasuring 80,000 Sqm. has requested for sub division of the said plot into 3 parts as, Plot No. **SC-01/E1 Sector-79 measuring 40,000 Sqm.**, **SC-01/E2 Sector-79 measuring 20,000 Sqm.** and **SC-01/E3 Sector-79 measuring 20,000 Sqm.** to be developed by (1) **M/s Xanadu Realcon Pvt. Ltd. itself** (2) **M/s Golfgreen Infra Pvt. Ltd. (100% owned subsidiary company of M/s Xanadu Realcon Pvt. Ltd.)**, and (3) **M/s Golfgreen Superstructures Pvt. Ltd. (100% owned subsidiary company of M/s Xanadu Realcon Pvt. Ltd.)**, respectively.

And whereas the Lessor approved the sub division of Sports City Plot No. **SC-01/E Sector-79 measuring 80,000 Sqm.** into 3 parts numbering as **SC-01/E1 Sector-79 measuring 40,000 Sqm.**, **SC-01/E2 Sector-79 measuring 20,000 Sqm.** and **SC-01/E3 Sector-79 measuring 20,000 Sqm.** to be developed by


Lessor


Lessee

For **GOLFGREEN INFRA PVT. LTD.**

Director/Authorised Signatory
Sub Lessee



241,500,000.00

उप पट्टा विलेख

(90 वर्ष)

10,000.00

80

10,080.00

4,000

प्रतिफल मालियत ओसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग
श्री M/s Golfgreen Infra Pvt. Ltd. द्वारा विकास आनन्द दीपक आनन्द

व्यवसाय नौकरी

निवासी स्थायी डी-1133 सेक्टर-49 फरीदाबाद
अस्थायी पता उक्त

ने यह लेखपत्र इस कार्यालय में दिनांक 20/10/2012 समय 4:58PM

वजे निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

जे० एन० सिंह
उप-निबंधक तृतीय
नोएडा

20/10/2012

निष्पादन लेखपत्र वाद सनने व समझने मजमून व प्राप्त धनराशि रु प्रलेखानुसार उक्त
पट्टा दाता

पट्टा गृहीता

श्री नोएडा द्वारा एल०पी०सिंह

पेशा नौकरी
निवासी नोएडा विकास प्राधिकरण

श्री M/s Golfgreen Infra Pvt. Ltd. द्वारा विकास
आनन्द
दीपक आनन्द
पेशा नौकरी
निवासी डी-1133 सेक्टर-49 फरीदाबाद

श्री M/s Xanadu Realcon Pvt. Ltd. द्वारा
प्रताप सिंह कटोव
पुत्र श्री जे० एस० कटोव
पेशा नौकरी
निवासी ए-116 प्लॉट नं०-बी-९/1 सेक्टर-62,
नोएडा



(1) M/s Xanadu Realcon Pvt. Ltd. itself (2) M/s Golfgreen Infra Pvt. Ltd. (100% owned subsidiary company of M/s Xanadu Realcon Pvt. Ltd.), and (3) M/s Golfgreen Superstructures Pvt. Ltd. (100% owned subsidiary company of M/s Xanadu Realcon Pvt. Ltd.), respectively and allowed the Lessee to sub lease as per the terms and conditions of the Brochure for the development of Sports city for recreational, commercial and residential including group housing of the Scheme vide letter No. Noida / Commercial/2012/1181 dated 3rd October, 2012

AND the Sub Lessee – M/s Golfgreen Infra Pvt. Ltd.comprising of –

S. No	Name of Member/Shareholder	% of Shareholding
1.	M/s Xanadu Realcon Pvt. Ltd.	99.99%
2.	Mr. Deepak Khurana (as a nominee of M/s Xanadu Realcon Pvt. Ltd.)	00.01%
	Total	100.00%

NOW THE SUB - LEASE DEED WITNESSETH AS FOLLOWS:

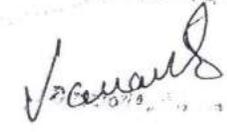
WHEREAS the plot hereinafter described forms part of the land acquired under the Land ACQUISITION Act 1894 and developed by the Lessor-for the purpose of setting up of an Industrial Township.

AND WHEREAS the Lessor has agreed to demise and the Sub-Lessee has agreed to take on lease the said plot for development of Sports City for recreational, commercial and residential including group housing, subject to the condition that the activities considered to be a public nuisance/hazardous shall not be carried out. Any activity, which creates noise pollution or air pollution or water/chemical pollution, shall not be allowed. All the allowed activities shall be only within the permissible Floor Area Ratio (F.A.R.). It shall entirely be the responsibility of the Sub Lessee to obtain all statutory clearances from the concerned Authorities for its functioning. Lessor shall not be responsible for any consequences arising out of failure of the lessee to receive any such statutory clearance.

The sub lessee shall carry out development as per norms specified in the Building Regulations and Directions of the NOIDA and as per layout plan duly approved by the Lessor ..


Lessor


Lessee


Sub Lessee



ने निष्पादन स्वीकार किया ।
जिनकी पहचान श्री देवेन्द्र सिंह
पुत्र श्री खेम सिंह
पेशा नौकरी

Handwritten signature

निवासी 15/310 दक्षिणपुरी दिल्ली

व श्री राजेन्द्र कुमार
पुत्र श्री अर्जुन सिंह

Handwritten signature

पेशा नौकरी

निवासी जी-8/286 सत्या मार्ग संगम विहार दिल्ली

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Handwritten signature
जे० एन० सिंह
उप-निबंधक तृतीय
नोएडा
20/10/2012



LAND USE OF SPORTS CITY

The permissible broad break up of the total area under SPORTS CITY for different land uses shall be as under:

- | | |
|--|--------------------|
| A. Recreational
(Sports, Institutional & Other Facilities and open areas) | not less than 70 % |
| B. Commercial | not more than 2 % |
| C. Residential including Group Housing
(1650 persons per hectares on residential/group housing area only) | 28 % |

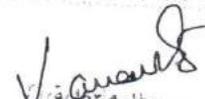
Considering the above land use pattern following planning norms shall be applicable:-

1. Maximum permissible ground coverage of the entire land shall be 30%
2. Maximum permissible FAR on total land shall be 1.5. ✓
3. FAR & Ground Coverage in recreational land uses shall be as per prevailing bye-laws.
4. Permissible FAR for land use shall be allowed in the entire area within set back lines.
5. There shall not be any restrictions on the ground coverage and FAR in Residential including Group Housing and Commercial land use within the overall permissible limit of 30% ground coverage and 1.5 FAR on total land.
6. Ground coverage and FAR permissible for commercial use can be utilized for recreational and residential (group housing activities). ✓
7. Unutilized portion of FAR on recreational component on completion of sports, institutional, other facilities and open areas can be utilized towards residential developments.
8. The open/green areas on the recreational component (i.e. sports activities such as Golf Course stadium etc, and open spaces) will be considered as open/green areas for entire land.

That in consideration of the premium of Rs. 24,15,00,000/- (Rupees twenty four crores fifteen lakhs only) out of which Rs. 2,41,50,000/- (Rupees two crores forty one lakhs fifty thousand only) have been paid by the sub lessee to the Lessor (the receipt thereof the Lessor hereby acknowledges) and the balance Rs. 21,73,50,000/- (Rupees twenty one crores seventy three lakhs fifty thousand only) which is to be paid by the Sub-Lessee in


Lessor


Lessee


Sub Lessee



पट्टा दाता

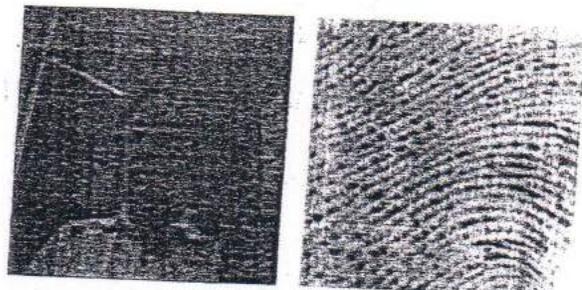
Registration No.: 5072

Year : 2,012

Book No. : 1

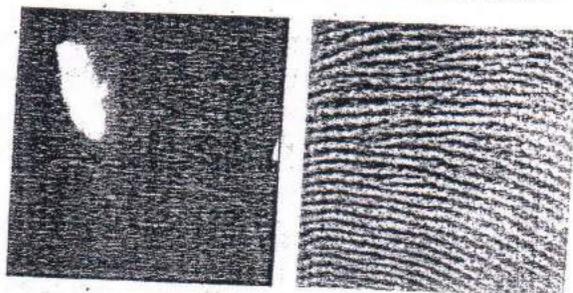
0101 नोएडा द्वारा एल0पी0सिंह

नोएडा विकास प्राधिकरण
नौकरी



0102 M/s Xanadu Realcon Pvt. Ltd. द्वारा प्रताप सिंह कटोच

जे0 एस0 कटोच
ए-116 प्लॉट नं0-बी-9/1 सेक्टर-62, नोएडा
नौकरी



20/05/2012

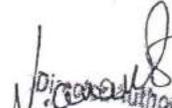
the manner hereinafter provided in installments on dates specified below along with interest @ 11% per annum or as amended by the Lessor from time to time compounded every half yearly from the date of allotment, on the balance outstanding on timely payment. Schedule of payment of installments is as given below:-

Sl. No.	Due Date	Principal amount (Rs.)	Interest @ 11% p.a. (Rs.)	TOTAL (Rs.)
Moratorium interest for 1 st half yearly	04.11.2011		11954250	11954250
Moratorium interest for 2 nd half yearly	04.05.2012		11954250	11954250
Moratorium interest for 3 rd half yearly	04.11.2012		11954250	11954250
Moratorium interest for 4 th half yearly	04.05.2013		11954250	11954250
1	04.11.2013	13584375	11954250	25538625
2	04.05.2014	13584375	11207110	24791485
3	04.11.2014	13584375	10459969	24044344
4	04.05.2015	13584375	9712829	23297204
5	04.11.2015	13584375	8965688	22550063
6	04.05.2016	13584375	8218547	21802922
7	04.11.2016	13584375	7471407	21055782
8	04.05.2017	13584375	6724266	20308641
9	04.11.2017	13584375	5977125	19561500
10	04.05.2018	13584375	5229985	18814360
11	04.11.2018	13584375	4482844	18067219
12	04.05.2019	13584375	3735704	17320079
13	04.11.2019	13584375	2988563	16572938
14	04.05.2020	13584375	2241422	15825797
15	04.11.2020	13584375	1494282	15078657
16	04.05.2021	13584375	747141	14331516


Lessor


Lessee

For GOLFGREEN INFRA PVT. LTD.


Director/Authorised Signatory
Sub Lessee



पट्टा गृहीता

Registration No. : 5072

Year : 2,012

Book No. : 1

0201 M/s Golfgreen Infra Pvt. Ltd. द्वारा विकास आनन्द
दीपक आनन्द
डी-1133 सेक्टर-49 फरीदाबाद
नौकरी

Vaughan



No separate notices for deposit of the installment/ lease rent shall be issued by Lessor. The SUB-LESSEE shall ensure that the due installments along with interest are deposited on the due date or the previous working day if the due date is a bank holiday.

In case of failure to deposit the due installment by the due date, the LESSOR may cancel the allotment. However, in exceptional circumstances, an extension of time for payment of an installment can be permitted subject to payment of interest @ 14% p.a. (11% normal interest + 3% penal interest) compounded half yearly on the defaulted amount and for the defaulted period.

Provided further that Lessor shall accept all payments rendered otherwise by the Sub-Lessee and shall first adjust the same towards the interest due, if any, and thereafter, the balance shall be adjusted towards the lease rent payment along with the due interest and the balance, if any, shall be adjusted towards the due installments.

And also in consideration of the yearly lease rent hereby reserved and the covenants, provisions and agreement herein contained on the part of the Sub-Lessee to be respectively paid, observed and performed, the Lessor doth hereby demise on lease to the Sub-Lessee, all that plot of land numbered as Sports City Plot No. SC-01/E2 situated in Sector - 79 (part of the sports city plot No. SC-01-01 Sector-78 & 79 and out of which further sub divided plot No. SC-01/E Sector-79) , New Okhla Industrial Development Area, District Gautam Budh Nagar contained by measurement 20,000 square metres and bounded:

ON THE NORTH BY	:	As per site
ON THE SOUTH BY	:	As per site
ON THE EAST BY	:	As per site
ON THE WEST BY	:	As per site

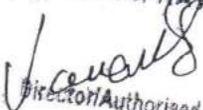
To hold the said plot (hereinafter referred to as 'the Demised Premises') with its appurtenances unto the sub-lessee to the term of Ninety years on "AS IS WHERE IS BASIS" commencing from, on the terms and conditions as given below:-

- (a) In addition to the premium of plot, the sub-lessee shall have to pay an yearly ground rent / lease rent in the manner indicated below :-


Lessor


Lessee

For GOLFGREEN INFRA PVT. LTD.

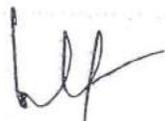

Director/Authorized Signatory
Sub Lessee



- (i) The ground rent / lease rent @ Re 1/- per sq mtr per year for the first three years from the date of execution of the lease deed.
- (ii) Thereafter, the ground / lease rent shall be charged @ 1% pa of the total premium of the plot for the next seven years of the first ten years. After ten years from the date of execution of the lease deed, the lease rent may be increased @ 50% and that rate will be applicable for the next ten years and this process will continue for future. Supplementary deed shall be executed after expiry of every 10 years.
- (iii) In case of failure to deposit the due lease rent by the due date, interest will be charged @ 14% p.a. (11% normal interest + 3% penal interest) compounded half yearly, on the defaulted amount and for the defaulted period.
- (iv) For the purposes of this document, the date of issue of the allotment letter shall be treated as the date of allotment and the date of execution of the lease deed shall be treated as the date of taking over of possession.
- (v) The Sub-Lessee shall have the option to pay 11 (eleven) years lease rent @ 1% per annum as one time lease rent or as per prevailing policy of the Lessor at the time of deposit .

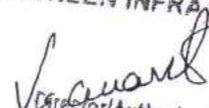
II. AND THE SUB-LESSEE DOTH HEREBY DECLARE AND COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING:

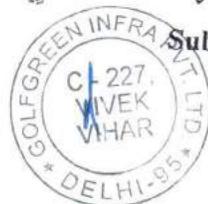
- (a) THE lead member should be the single largest shareholder having at least 30% shares in the consortium. The percentage of shareholding of the lead member shall remain a minimum of 30% till the temporary occupancy / completion certificate of at least one phase of the project is obtained from the Lessor.
- (b) THAT the Sub-Lessee will pay to the Lessor the balance of the premium in the installments mentioned in clause I above by the dates mentioned therein. If the Sub-Lessee shall fail to pay any installment by due date of payment thereof, he shall thereafter pay the same with interest as mentioned in clause (1) above on the


Lessor


Lessee

For GOLFGREEN INFRA PVT. LTD.


Director/Authorised Signatory

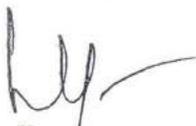


installment in arrears from the due date till the date of payment provided that failure to pay three consecutive installments the Lessor may determine the lease with penalties and consequences thereof.

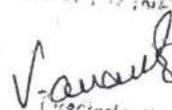
- (c) That the Sub-Lessee will pay unto the Lessor at its office or as otherwise directed, the said yearly lease rent, clear of all deductions on the days and in the manner herein appointed for payment thereof and if the said yearly lease rent or part thereof remains in arrears, the Lessor shall be entitled 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.


Lessor


Lessee


Sub Lessee

