



SUB LEASE DEED

5079

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 Kindle Developers 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 Residency Pvt. Ltd. (100% owned subsidiary of M/s Kindle Developers 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.

22385
[Signature]
For Kindle Developers Pvt. Ltd.
Director/Authorized Signatory

Lessor

For Kindle Developers Pvt. Ltd.
Director/Authorized Signatory

Lessee

For Golfgreen Residency Pvt. Ltd.
Director/Authorized Signatory

Sub Lessee

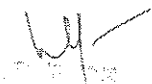
AND whereas the Lessor has through a sealed two bid tender system Sport City Plot No. SC-01-01 Sector-78 & 79 admeasuring 7,27,500 Sqm. awarded to the M/s Xanadu Estates Pvt. Ltd. (Consortium) vide allotment letter No. NOIDA/Commercial/2011/478 dated 4th May, 2011 mentioning therein that an area of 5,92,300 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/D Sector - 79 was lease deed executed on 24/10/2011 and registered in the office of the Sub-Registrar- III, vide Book No - I Volume No. 2975 Page No 166 - 215 documents No. 8583 dated 24/10/2011 (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/D Sector-79 admeasuring 1,00,000 Sqm. has requested for sub division of the said plot into 4 parts as, Plot No. SC-01/D1 Sector-79 measuring 40,000 Sqm., SC-01/D2 Sector-79 measuring 10,000 Sqm., SC-01/D3 Sector-79 measuring 25,000 Sqm., and SC-01/D4 Sector-79 measuring 25,000 Sqm., to be developed by (1) M/s Kindle Developers Pvt. Ltd. itself and (2) M/s Golfgreen Residency Pvt. Ltd. (100% owned subsidiary company of M/s Kindle Developers Pvt. Ltd.), (3) M/s Golfgreen Estates Pvt. Ltd. (100% owned subsidiary company of M/s Kindle Developers Pvt. Ltd. and (4) M/s Golfgreen Mansions Pvt. Ltd. (100% owned subsidiary of M/s Kindle Developers Pvt. Ltd.), respectively.

And whereas the Lessor approved the sub division of Sports City Plot No. SC-01/D Sector-79 measuring 1,00,000 Sqm. into 4 parts numbering as SC-


Lessor

For Kindle Developers Pvt. Ltd.

Director/Authorized Signatory

Lessee

For Golfgreen Residency Pvt. Ltd.

Sub Lessee

2

उप-पट्टा विलेख (90 वर्ष)
120,750,000.00 10,000.00 80 10,080.00 4,000

प्रतिफल मालिफत आसत कार्पिक किराया फीस रजिस्ट्री मकल व प्रति शुल्क योग शब्द लगभग
श्री M/s Golfgreen Residency Pvt. Ltd. द्वारा विकास आनन्द
पुत्र श्री दीपक आनन्द

व्यवसाय नौकरी

निवासी स्थायी डी-113 सेक्टर-49, फरीदाबाद
अस्थायी पता उक्त

ने यह लेखपत्र इस कार्यालय में दिनांक 20/10/2012 समय 5:12PM
बजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

जे० एन० सिंह
उप-निबंधक तृतीय
नोएडा

20/10/2012

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु. प्रलेखानुसार उक्त

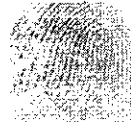
पट्टा दाता

पट्टा गृहीता

श्री नोएडा द्वारा एल० पी० सिंह
पुत्र श्री
पेशा नौकरी
निवासी नोएडा विकास प्राधिकरण



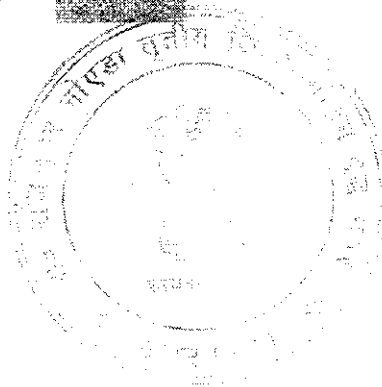
श्री M/s Golfgreen Residency Pvt. Ltd. द्वारा
विकास आनन्द
पुत्र श्री दीपक आनन्द
पेशा नौकरी
निवासी डी-113 सेक्टर-49, फरीदाबाद



श्री M/s Kindle Developers Pvt. Ltd. द्वारा
प्रताप सिंह कटोच
पुत्र श्री जे० एस० कटोच
पेशा नौकरी
निवासी ए-116 बी-9/1 सेक्टर-62, नोएडा



V. Anand



01/D1 Sector-79 measuring 40,000 Sqm., SC-01/D2 Sector-79 measuring 10,000 Sqm., SC-01/D3 Sector-79 measuring 25,000 Sqm., and SC-01/D4 Sector-79 measuring 25,000 Sqm., to be developed by (1) M/s Kindle Developers Pvt. Ltd. itself and (2) M/s Golfgreen Residency Pvt. Ltd. (100% owned subsidiary company of M/s Kindle Developers Pvt. Ltd.), (3) M/s Golfgreen Estates Pvt. Ltd. (100% owned subsidiary company of M/s Kindle Developers Pvt. Ltd. and (4) M/s Golfgreen Mansions Pvt. Ltd. (100% owned subsidiary of M/s Kindle Developers 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/2012/1182 dated 3rd October, 2012

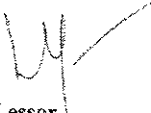
AND the Sub Lessee – M/s Golf Green Residency Pvt. Ltd.comprising of –

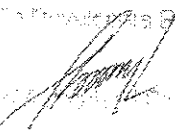
S. No	Name of Member/Shareholder	% of Shareholding
1.	M/s Kindle Developers Pvt. Ltd.	99.99%
2.	Mr. Deepak Khurana (as a nominee of M/s Kindle Developers Pvt. Ltd.)	00.01%
Total		100.00%

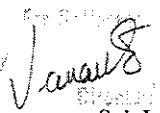
NOW THE SUB - LEASE DEED WITNESSETH AS FOLLOWS:

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


 Lessor


 Lessee


 Sub Lessee

ने निम्नानुसार स्वीकार किया।

जिनकी पहचान श्री देवेन्द्र सिंह

पुत्र श्री खेम सिंह

पेशा नौकरी

निवासी 15/310 दक्षिणपुरी दिल्ली

य श्री राजेन्द्र कुमार

पुत्र श्री अर्जुन सिंह

पेशा नौकरी

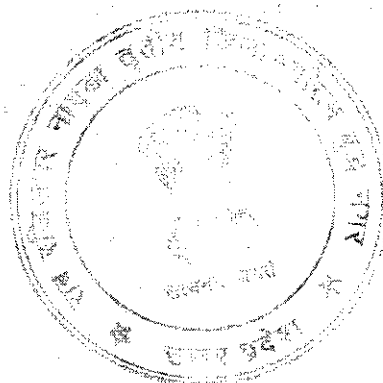
निवासी जी-8/286, सत्या मार्ग संगम विहार दिल्ली

ने की।

अन्यथा भद्र साक्षियों के निशान अंगूठे नियमानुसार लिखे गये हैं।

रजिस्ट्रार अधिकाारी के हस्ताक्षर

जे० एन० सिंह
उप-निबंधक तृतीय
नीएडा
20/10/2012



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 ..

LAND USE OF SPORTS CITY

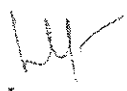
The permissible broad break up of the total area under SPORTS CITY for different land uses shall be as under:

- | | |
|--|--------------------|
| 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 % |

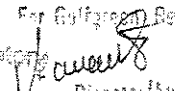
Considering the above land use pattern following planning norms shall be applicable:-

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.

For Kinshasa Properties Pvt. Ltd.


Lessor


Lessee

For Golfgreen Residence Pvt. Ltd.

Director/Authorized Signatory
Sub Lessee

पट्टा दाता

Registration No.: 5079

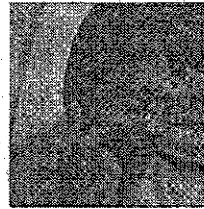
Year: 2012

Book No.: 1

0101 नोएडा द्वारा एलओ पीओ सिंह

नोएडा विकास प्राधिकरण
नौकरी

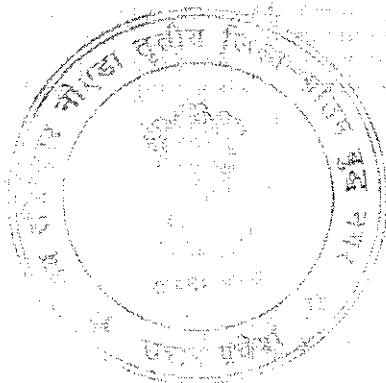
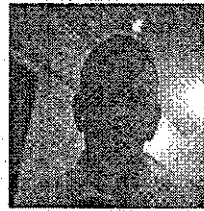
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0102 M/s Kindle Developers Pvt. Ltd. द्वारा प्रताप सिंह कट

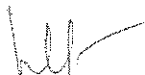
जेओ एसओ कटौत
ए-116 बी-9/1 सेक्टर-62, नोएडा
नौकरी

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That in consideration of the premium of Rs. 12,07,50,000/- (Rupees twelve crores seven lakhs fifty thousand only) out of which Rs. 1,20,75,000/- (Rupees one crore twenty lakhs seventy five thousand only) have been paid by the sub lessee to the Lessor (the receipt thereof the Lessor hereby acknowledges) and the balance Rs. 10,86,75,000/- (Rupees ten crores eighty six lakhs seventy five thousand only) which is to be paid by the Sub-Lessee in 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	Interest @ 11% p.a.	TOTAL (Rs.)
		(Rs.)	(Rs.)	
Moratorium interest for 1 st half yearly	04.11.2011		5977125	5977125
Moratorium interest for 2 nd half yearly	04.05.2012		5977125	5977125
Moratorium interest for 3 rd half yearly	04.11.2012		5977125	5977125
Moratorium interest for 4 th half yearly	04.05.2013		5977125	5977125
1	04.11.2013	6792188	5977125	12769313
2	04.05.2014	6792188	5603556	12395744
3	04.11.2014	6792188	5229985	12022173
4	04.05.2015	6792188	4856415	11648603
5	04.11.2015	6792188	4482845	11275033
6	04.05.2016	6792188	4109274	10901462
7	04.11.2016	6792188	3735704	10527892
8	04.05.2017	6792188	3362134	10154322
9	04.11.2017	6792188	2988563	9780751
10	04.05.2018	6792188	2614993	9407181
11	04.11.2018	6792188	2241423	9033611
12	04.05.2019	6792188	1867852	8660040


Lessor

For M/s. Developers Pvt. Ltd.

Director / Authorized Signatory

Lessee

Sub Lessee

पट्टा गृहीता

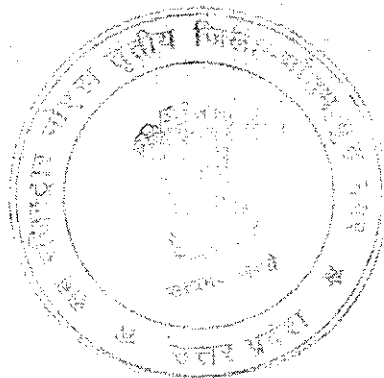
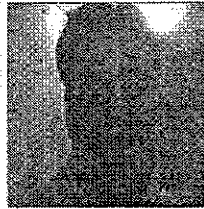
Registration No. : 5079

Year : 2012

Book No. : 1

0201 M/s Golfgreen Residency Pvt. Ltd. द्वारा विकास आनन्द
दीपक आनन्द
डी-113 सेक्टर-49, फरीदाबाद
नीकरी

V. Anand



13	04.11.2019	6792188	1494282	8286470
14	04.05.2020	6792188	1120712	7912900
15	04.11.2020	6792188	747141	7539329
16	04.05.2021	6792188	373571	7165759

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/D2 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/D Sector-79) , New Okhla Industrial Development Area, District Gautam Budh Nagar contained by measurement 10,000 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

Lessor

Lessee

Sub Lessee

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 :-
- (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.

For M/s. [Signature] Pvt. Ltd.
Director / Authorized Signatory
 Lessor  Lessee  Sub Lessee

- (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 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.

Lessor

Lessee

Sub Lessee

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.
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.

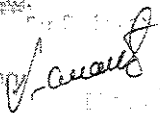
The LESSOR's right to the recovery of the unearned increase and the pre-emptive right to purchase the property as mentioned herein before shall apply equally to involuntary sale or transfer, be it bid or through execution of decree of insolvency from a court of law.

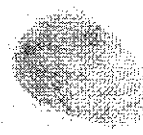
(g) The construction and development on the plot shall have to be done as per development norms, controls prescribed under the scheme / building regulations & directions of the Lessor and only after the prior approval of the building plans by the Lessor.

- 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.


Lessor


Lessee


Sub Lessee



- 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).
- 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.
- (h) 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:


Lessor


Lessee


Sub Lessee

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- (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).

(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:-

For (Sport) Development Pvt. Ltd.
 Director & Authorized Signatory
 Lessor

For (Sport) Development Pvt. Ltd.
 Director & Authorized Signatory
 Lessee

For (Sport) Development Pvt. Ltd.
 Director & Authorized Signatory
 Sub Lessee

- 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.
 - 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.
- (I) 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.

Lessor

Lessee

Sub Lessee

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(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.

(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

Lessor

Lessee

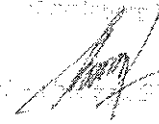
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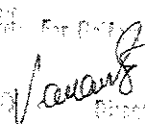
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be final and binding on the lessee and all the sub-lessee(s) / Transferee(s).

- (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 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 severely 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.


Lessor


Lessee


Sub Lessee

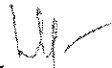
(w) The sub-lessee shall also not display or exhibit any advertisement or placard in any part of the exterior wall of the buildings, except at a place specified for this purpose by Lessor.

(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:-\

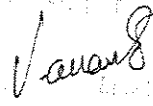
- (1) If the allotment is obtained through misrepresentation, by suppression of material facts, mis-statement and / or fraud.
- (2) Any violation by the sub-lessee(s) / Transferee(s), of the directions issued or of the rules and regulations framed by LESSOR or by any other statutory body.
- (3) In case 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.


Lessor


Lessee

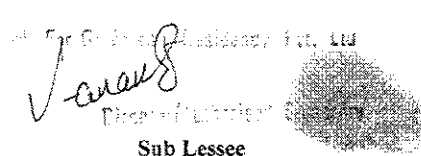

Sub Lessee

**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.
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.


Lessor

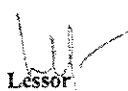

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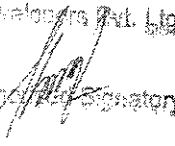

Sub Lessee

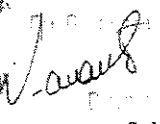
5. At the time of re-entry if the demised premises are occupied by any building constructed by the Sub-Lessee there on the Sub-Lessee shall within a period of three months from the date of re-entry remove from the demised premises all erection of building, fixtures and fittings which at any time and 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, 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.


Lessor


Lessee


Sub Lessee

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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.

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.

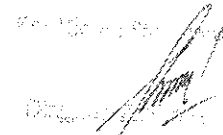
(c) If the sub-lessee / Transferee commits any act of omission on the demised premises resulting in any nuisance, it shall be lawful for the LESSOR to ask the sub-lessee to remove the nuisance within a reasonable period, failing which the LESSOR shall itself get the nuisance removed at the sub-lessee's cost and charge the damages from the sub-lessee during the period of subsistence of the nuisance.

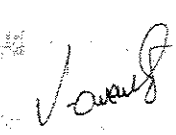
(d) The sub-lessee(s) / Transferee(s) shall be liable to pay all taxes, charges leviable from time to time by the LESSOR or any other statutory body duly empowered to levy to taxes / charges.

(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.


Lessor


Lessee

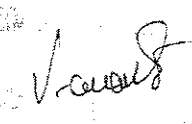

Sub Lessee

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- (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.
- (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


Lessor


Lessee


Sub Lessee

- (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.
 - 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

For NOIDA/Developer/ Lessee Ltd.

Director/Authorized Signatory

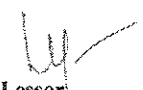
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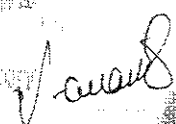
Sub Lessee

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 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.


Lessor


Lessee


Sub Lessee

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

No. NOIDA/Commercial/2012/1182
Dated: 3rd October, 2012

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

Sub: Sub division of Sports City Plot No. SC-1/D 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/D Sector-79 in four parts (1. Plot No. SC-1/D1 measuring 40,000 Sqm. and 2. Plot No. SC-1/D2 measuring 10,000 Sqm., 3. Plot No. SC-1/D3 measuring 25,000 Sqm. and 4. Plot No. SC-1/D4 measuring 25,000 Sqm.) and also to permit sub lease of sub divided plot No. SC-1/D2 in favour of your 100% subsidiary company M/s Golfgreen Residency Pvt. Ltd., sub divided plot No. SC-1/D3 in favour of your 100% subsidiary company M/s Golfgreen Estates Pvt. Ltd., and sub divided plot No. SC-1/D4 in favour of your 100% subsidiary company M/s Golfgreen Mansions 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 4 parts and also to grant permission to sub lease of sub divided plot No. SC-1/D2 in favour of your 100% subsidiary company M/s Golfgreen Residency Pvt. Ltd., sub divided plot No. SC-1/D3 in favour of your 100% subsidiary company M/s Golfgreen Estates Pvt. Ltd., and sub divided plot No. SC-1/D4 in favour of your 100% subsidiary company M/s Golfgreen Mansions 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)

P. SINGH
Assistant General Manager
NOIDA

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 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.
- 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 "Force 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)/

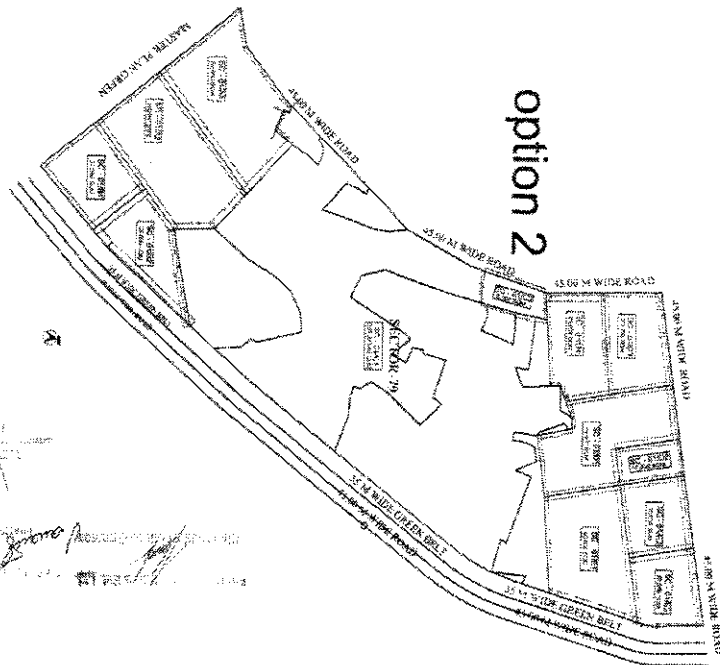
WY
Lessor

For Mardia Transfers Pvt. Ltd.
Director Authorized Signatory
Lessee

Sub Lessee

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option 2

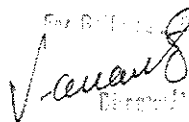


Transferee cost and charge damages from the sub-lessee(s) / Transferee during the period of existence of the nuisance.

- (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.
- (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.


Lessor


Lessee


Sub Lessee

(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।

(ee) प्राधिकरण द्वारा अनुमोदित भू-विन्यास मानचित्र के क्रम में ही आबंटि संस्था द्वारा योजना का क्रियान्वयन किया जायेगा। प्राधिकरण द्वारा भू-विन्यास मानचित्र स्वीकृत किये जाने तक आबंटि 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	

For Kinara Development Pvt. Ltd.

Director/ Authorised Signatory

Lessor

Lessee

Sub Lessee

- 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

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
Lessee

For Kinfa Developers Pvt. Ltd.

Director Authorised Signatory
For and on behalf of

For and on behalf of Sub-Lessee

For and on behalf of Sub-Lessee

Witness 1

Signature:

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



Witness 2

Signature:

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



Lessor

Lessee

Sub Lessee

आज दिनांक 20/10/2012 को
बही सं. 1 जिल्द सं. 3551
पृष्ठ सं. 1 से 54 पर क्रमांक 5079
रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



जे० एन० सिंह
उप-निबंधक तृतीय
नौएडा
20/10/2012

