

8586



उत्तर प्रदेश UTTAR PRADESH

15AA 207395

Stamp Duty Paid in Cash Certificate in favour of M/S XANADU REALCON PVT. LTD.
C-22, Gr. Kaulark, Enclave Part-I, New Delhi
 In Pursuance of the order of the Collector
 No. 100 Dated 17/10/11 Passed under
 section 10-A of the Stamp Act, 1899. It is certified that
 an amount of Rs. 51695000/- i.e. Five Crore Sixteen Lacs Ninety Five Thousand
(In words Rs. 51695000/-)
 has been Paid in Cash as stamp Duty in Respect
 of this Instrument in the State Bank of India
 Treasury/Sub-Treasury of NOIDA
 by Challan No. 150002 Dated 17/10/11
 a Copy of Which is annexed herewith.

19 Oct. 2011

[Signature]
 Officer-in-Charge
 Treasury
Gautam Sudh Nagar



S C GUPTA

LEASE DEED IN RESPECT OF COMMERCIAL SPORT
 CITY PLOT No. SC-01/E SITUTATED AT SECTOR-79 NOIDA
 DISTT-GAUTAM BUDH NAGAR U.P.

For Xanadu Realcon Pvt. Ltd.

[Signature]
 Director/ Authorised Signatory
LESSEE

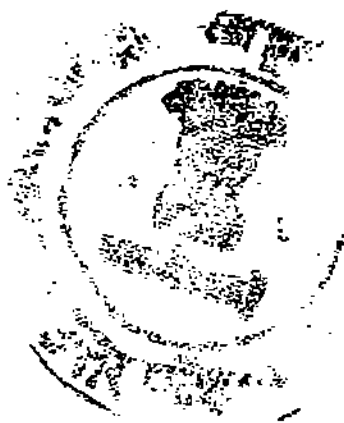
[Signature]
**FOR AND ON BEHALF OF NOIDA
 (LESSOR)**



न. ११६ रु. २५५
किया गया। में शामिल
18 OCT 2011
रोकडिया
★ कोषागार/गौतम बुद्ध नगर ★

mys xaradu Realcon P.Ltd

New Delhi



LEASE DEED

This Lease Deed is made on the 24th day of October in the year 2011 between the New Okhla Industrial Development Authority a body corporate constituted Under Section 3 of the Uttar Pradesh Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976) hereinafter called the Lessor which expression shall unless the context does not so admit, include its successor assigns on the one part and **M/s Xanadu Realcon Pvt. Ltd. having its Regd. Office at C – 23, Greater Kailash Enclave, Part – I, New Delhi – 110 048** through its authorized signatory **Shri Dinesh Pahwa S/o Late Shri H.R.Pahwa R/o 104, Street No. 2, Thapar Nagar, Meerut (U.P.)** duly Authorized vide Board Resolution dated 11th October, 2011 (hereinafter called the 'Lessee' which expression shall, unless context does not so admit, include his/her/their/its heirs, executors, administrators, representatives and permitted assigns on the other part.

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 industrial township.

AND WHEREAS the Lessor has agreed to demise and the 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 lessee to obtain all statutory clearances from the concerned Authorities for his

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For **Xanadu Realcon Pvt. Ltd.**

[Signature]
Director/ Authorised Signatory

functioning. Lessor shall not be responsible for any consequences arising out of failure of the lessee to receive any such statutory clearance.

The lessee shall carry out development as per norms specified in the Building Regulations and Directions of the NOIDA.

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 hect. 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 uses within the overall permissible limit of 30% ground coverage and 1.5 FAR on total land.
6. Ground coverage and FAR permissible for commercial land uses shall be utilized for recreational and residential (group housing) activities.

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For Noida Region Pvt. Ltd.

Director, Authorised Signatory

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.

1. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

That in consideration of the premium of Rs. 96,60,00,000/- (Rupees ninety six crores sixty lacs only) out of which Rs. 9,66,00,000/- (Rupees nine crores sixty lacs only) have been paid by the Lessee to the Lessor (the receipt thereof the Lessor hereby acknowledges) and the balance Rs. 86,94,00,000/- (Rupees eighty six crores ninety four lacs only) which is to be paid by the Lessee in the manner hereinafter provided in instalments on dates specified below alongwith 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 instalments is as given below :-

Instalment No.	Due date	Principal amount	Interest @ 11%	Total
Moratorium interest for 1 st half yearly	04-11-2011		47817000	47817000
Moratorium interest for 2 nd half yearly	04-05-2011		47817000	47817000
Moratorium interest for 3 rd half yearly	04-11-2012		47817000	47817000
Moratorium interest for 4 th half yearly	04-05-2012		47817000	47817000
1 st	04-11-2013	54337500	47817000	102154500
2 nd	04-05-2013	54337500	44828438	99165938
3 rd	04-11-2014	54337500	41839875	96177375
4 th	04-05-2014	54337500	38851313	93188813
5 th	04-11-2015	54337500	35862750	90200250
6 th	04-05-2015	54337500	32874188	87211688

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For Xanadu Realcon Pvt. Ltd.

Director/ Authorised Signatory

7 th	04-11-2016	54337500	29885625	84223125
8 th	04-05-2016	54337500	26897063	81234563
9 th	04-11-2017	54337500	23908500	78246000
10 th	04-05-2017	54337500	20919938	75257438
11 th	04-11-2018	54337500	17931375	72268875
12 th	04-05-2018	54337500	14942813	69280313
13 th	04-11-2019	54337500	11954250	66291750
14 th	04-05-2019	54337500	8965688	63303188
15 th	04-11-2020	54337500	5977125	60314625
16 th	04-05-2020	54337500	2988563	57326063

No separate notices for deposit of the installment/ lease rent shall be issued by Lessor. The 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 Lessee but of the payments made by the Lessee shall first adjusted 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 Lessee to be respectively paid, observed and performed, the Lessor doth hereby demise on lease to the Lessee, all that plot of land numbered as Commercial Plot No. SC - 01/E situated in Sector - 79 (sub divided plot of sports city plot no. SC-01 Sector-79 which is part of the sports city plot No. SC-01-01 Sector-78 & 79) New Okhla Industrial Development Area, District Gautam Budh Nagar contained by measurement 80000 square metres and bounded:

ON THE NORTH BY

: As per site



For Xanadu Realcon Pvt. Ltd.

Director/ Authorised Signatory

IT centre/Administration/Media Centre	65.00
Indoor Multipurpose Sports Hall including –	30.00
- Gymnastics	
- Badminton	
- Table Tennis	
- Squash	
- Basketball	
- Volley Ball	
- Rock climbing	
Cricket Academy	50.00
Internal Roads & parks	25.00
Hospital / Senior Living / Medicine Centre	60.00
Circulation Spaces, Carpeting, Utilities etc	15.00

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 ~~Xangdu Realcon Pvt. Ltd.~~

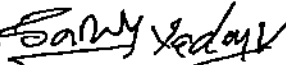

For and on behalf of Lessor


Director/ Authorised Signatory
For and on behalf of Lessee

Witness 1.

Witness 2

Signature: 

Signature: 

Name: M. Daniel Chupke

Name: Sonu Yadav

S/o: M. Daniel Chupke

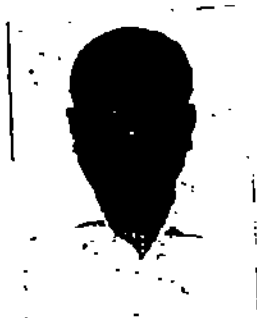
S/o: Dr. K. R. Singh

Address: C-13 Suta 12

Address: Jashwant Sugar Mill

W. M. Chupke

Company of Bhopal R. Co.
Meerut



आज दिनांक 24/10/2011 को

बही सं 1 जिल्द सं 2975

पृष्ठ सं 316 से 365 पर क्रमांक 8586

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रार/अधिकारी के हस्ताक्षर


सी.पी. सिंह (प्रभारी)

उप-निबंधक तृतीय

नीएडा

24/10/2011



भारतीय गैर न्यायिक

पचास
रुपये
रु. 50

FIFTY
RUPEES

Rs. 50

INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

AD 233109



Received. to correction deed
of Spon city Plt- SC-01/ET

Wf

For Xanadu Reelcon Pvt. Ltd.

Director Authorised Signatory



19 OCT 2012

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स्टाम्प
कृतीला
नं 516-7 ला० की अवधि 31. 10
स्टाम्प विक्रेता

M/S Kamadey Reaction
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CORRECTION DEED

This Deed of Correction 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 Kallash 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 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


Lessor


M/s Xanadu Realcon Pvt. Ltd.
Authorized Signatory
Lessee

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 (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 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.


Lessor

 For **Canadu Realcon Pvt. Ltd.**
Authorized Signatory
Lessee

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.

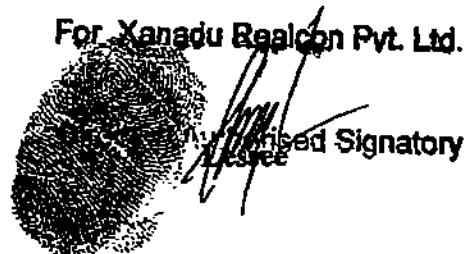
AND WHEREAS consequent upon sub division of the sport city plot No. SC-01/C, Sector-79 Noida admeasuring 80,000 Sqmt. Into three parts the area of the Plot No. SC-01/E, Sector-79 which has now been numbered as SC-01/E1 Sector-79 has been reduced to 40,000 Sqm.

Therefore, in witness thereof the corrections to the following extent is being made in the lease deed executed on 24th October, 2011.

NOW THE CORRECTION OF LEASE DEED WITNESSETH AS FOLLOWS:

1. The lease deed executed in respect of Sports City Plot No. SC-01/E, Sector-79 may be read as Sports City Plot No. SC-01/E1 Sector-79.
2. The area of the aforesaid Plot may be read as 40,000 Sqm.
3. That the premium and schedule of payment of the plot may be read as under:-


Lessor

For Xanadu Realcon Pvt. Ltd.

Authorised Signatory

In consideration of the premium of Rs. 48,30,00,000/- (Rupees forty eight crores thirty lakhs only) out of which Rs. 4,83,00,000/- (Rupees four crores eighty three lakhs only) have been paid by the sub lessee to the Lessor (the receipt thereof the Lessor hereby acknowledges) and the balance Rs. 43,47,00,000/- (Rupees forty three crores forty seven lakhs 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		23908500	23908500
Moratorium interest for 2 nd half yearly	04.05.2012		23908500	23908500
Moratorium interest for 3 rd half yearly	04.11.2012		23908500	23908500
Moratorium interest for 4 th half yearly	04.05.2013		23908500	23908500
1	04.11.2013	27168750	23908500	51077250
2	04.05.2014	27168750	22414219	49582969
3	04.11.2014	27168750	20919938	48088688
4	04.05.2015	27168750	19425657	46594407
5	04.11.2015	27168750	17931375	45100125
6	04.05.2016	27168750	16437094	43605844
7	04.11.2016	27168750	14942813	42111563
8	04.05.2017	27168750	13448532	40617282
9	04.11.2017	27168750	11954250	39123000
10	04.05.2018	27168750	10459969	37628719


Lessor

For Xanabhai Pvt. Ltd.

Director/Authorized Signatory

11	04.11.2018	27168750	8965688	36134438
12	04.05.2019	27168750	7471407	34640157
13	04.11.2019	27168750	5977125	33145875
14	04.05.2020	27168750	4482844	31651594
15	04.11.2020	27168750	2988563	30157313
16	04.05.2021	27168750	1494282	28663032

All other terms and condition of the allotment/ lease deed shall remain the same.

For and on behalf of Lessor

Witness 1

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

For and on behalf of Lessee

Witness 2

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

Lessor

For Xanadu Reelcon Pvt. Ltd.

Director/ Authorised Signatory
Lessee

आज दिनांक 20/10/2012 को

बही सं. 1 जिल्द सं. 3551

पृष्ठ सं. 139 से 158 पर क्रमांक 5085

रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



जै0 सिंह

उप-निबंधक तृतीय

नौएडा

20/10/2012

