

D 16965/16



उत्तर प्रदेश UTTAR PRADESH

Correction/ Supplementary Deed

CZ 108970

This deed is made on the 21 day of June 2016 at Greater Noida, Gautam Budh Nagar district of Uttar Pradesh, between Greater Noida Industrial Development Authority, a body constituted under 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 successors of the One Part;

And

M/s. Ajnara India LTD. a company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at 502 Sachdeva Corporate Tower Karkardooma Community Centre Delhi -110092, Which expression shall unless be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, legal representatives, successors and assigns of the second part;

WHEREAS pursuant to lease deed dated 09-07-2015 entered into between the lessor and lessee, the lessor allotted all the rights, title and interest to the lessee in the plot no. SC-02C sector 27 admeasuring area 251560.32 Sq.Mtr situated at the Greater Noida district of Gautam Budh Nagar in Uttar Pradesh (hereinafter referred to as the "Property") which was duly registered under book no. 1 vol. 18399, page no. 349 to 422, document no. 14773, dated 09-07-2015 In the office of Sub-Registrar, Greater Noida (U.P.) Gautam Budh Nagar (hereinafter referred as the "Lease Deed").

[Handwritten signature]

Manager (Com.)

Greater Noida Dev. Authority
Greater Noida

For AJNARA INDIA LTD.

[Handwritten signature]

Authorised Signatory

81

13/06/16

81 रा स्टाम्प विक्रय की तिथि

स्टाम्प कय करने का प्रयोजन

स्टाम्प केला का नाम व पूरा पता

स्टाम्प की धन राशि

मनोज कुमार खन्ना स्टाम्प विक्रेता

ला 0 नं० 61 लखन अविधि 31-03-20

उपनिबन्धक कार्यालय परिसर ग्रेटर

मेसर्स अज नारा इण्डिया लि० द्वारा अनीश जैन
काव पोस्ट टावर कडकडडूमा हिली

पूरक लेखपत्र

100.00

60

160.00

20

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

पृष्ठों की संख्या

मे० अज नारा इण्डिया लि० द्वारा अनीश जैन

पुत्र श्री

शिखरचन्द जैन

व्यवसाय

निवासी स्थायी

502 सचदेवा कारपोरेट टावर कडकडडूमा लिली

अस्थायी पता

502 सचदेवा कारपोरेट टावर कडकडडूमा लिली

ने यह लेखपत्र इस कार्यालय में

दिनांक

22/6/2016

समय

12:13PM

वर्ज निबन्धन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव),
उपनिबन्धक सदर

गौतमबुद्धनगर

22/6/2016

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

प्रथम पक्ष

द्वितीय पक्ष

श्री संजीव कुमार शर्मा

प्रतिनिधि मे० नौ० ओ० वि० प्रा० द्वारा योगेन्द्र सिन्हा

(प्र० स०)

पुत्र श्री

पुत्र/पत्नी श्री पेशा नौकरी

मे० अज नारा इण्डिया लि० द्वारा अनीश जैन

पुत्र श्री शिखरचन्द जैन

पेशा

निवासी 502 सचदेवा कारपोरेट टावर कडकडडूमा लिली

ने निष्पादन स्वीकार किया।

जिनकी पहचान

सलाउद्दीन

अब्दुल रसीद

पेशा

निवासी

ई-403ए गामा-1 ग्रेटर नोएडा

व

डिल्लीराम भूसाल
तारके प्रसाद भूसाल

पेशा

निवासी

सी-471 बीटा ग्रेटर नोएडा

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे निष्पादनुसार लिये गये हैं।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव),
उपनिबन्धक सदर
गौतमबुद्धनगर



उत्तर प्रदेश UTTAR PRADESH

Attached with correction/ Supplementary Deed

[Signature]
Manager (Com.)
Greater Noida Dev. Auth. II
Greater Noida

For AJNARA INDIA LTD.

[Signature]
Authorised Signatory

१६

२१/०६/१६

जम स स्टांप् दिक्क की तिथि

स्टांप् कय करने का प्रयोजन

स्टांप् केता का नाम व पूरा पता

स्टांप् की धन राशि

मनोज कुमार खन्ना स्टांप् लिक्टेता

ला ० नं० ६१ लख अक्टि ३१-०३-२०

चपनिबन्धक कार्यालय परिसर ग्रेटर नोएडा

मेसर्स अज नारा इण्डिया लि० क० व०
मैली

द्वितीय पक्ष

Registration No. :

16965

Year :

2,016

Book No. :

1

0201 मै० अज नारा इण्डिया लि० द्वारा अवनीश जैन
शिखरचन्द जैन
502 सचदेवा कारपोरेट टावर कडकडदुगा इली



EXTRACT OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF AJNARA INDIA LIMITED HELD ON 2ND JULY, 2015 AT THE REGISTERED OFFICE OF THE COMPANY.

AUTHORISATION FOR EXECUTION OF LEASE DEED

RESOLVED THAT the company may and does hereby confirm the execution of lease deed of Plot No. SC-02 Sports City, Sector 27 Greater Noida in furtherance to the approval letter for execution of lease deed received by GNIDA Authority vide its approval letter Commercial/2015/3025 dated 30.6.2015.

RESOLVED FURTHER THAT the consent of the Board of Directors be and is hereby accorded to execute a Lease Deed in respect of the Plot No. SC-02 Sports City, Sector 27 Greater Noida allotted to it by Greater NOIDA Authority and Shri Avneesh Jain, Authorised Signatory of the Company be and is hereby authorised to sign and execute the lease deed, on behalf of the company and present the same before the said Authority.

RESOLVED FURTHER THAT above signatory be and is hereby authorised to sign, submit and file other necessary documents and appear before the sub-registrar / Registrar and the said Authority. He is further authorized to take physical possession of the Said Property on behalf of the Company.

RESOLVED FURTHER THAT Mr. Avneesh Jain be and is hereby authorized to do such incidental and necessary acts as may be required to give effect to this resolution.

RESOLVED FURTHER THAT a copy the resolution be forward to the above authorities for record purpose."

For Ajnara India Limited



Director



(Specimen Sign. Of Mr. Avneesh Jain)



Attested

For AJNARA INDIA LTD.



Authorised Signatory



Greater Noida Dev. Authority
Greater Noida

प्रथम पक्ष

Registration No.: 16965

Year : 2,016

Book No. : 1

0101 संजीव कुमार शर्मा प्रतिनिधि ग्रेड 0 नौ 0 ओ 0 वि 0 प्रा 0 द्वारा योगेन्द्र सि

ग्रेटर नोएडा

नौकरी



ALANKARA INDIA LTD

ALANKARA INDIA LTD

गवाह

Registration No.: 16965

Year: 2016

Book No.: 1

W1 सलाउद्दीन

अब्दुल रसीद

ई-403ए गामा-1 ग्रेटर नोएडा



W2 डिल्लीराम भूसाल

तारके प्रसाद भूसाल

सी-471 बीटा ग्रेटर नोएडा



In the above Lease Deed no. 14773 dated 09-07-2015, there have been some purely clerical mistakes & some facts were left to be mentioned that is why the supplementary lease deed is being executed. The point wise details are as follows:-

1) In para III on page 2 of lease deed term "special purpose company" has been mentioned in place of "relevant member". The detail of which is corrected and be read as follows-

M/s Ajnara India Limited, a company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at 502 Sachdeva Corporate Tower Karkardooma Community Centre Delhi -110092, through its authorized signatory Shri Avneesh Jain S/o. Sh. Shikhar Chandra Jain R/o Flat No. 514 Ajnara pride Sector - 4B Vasundhara Ghaziabad duly authorized vide resolution dated 02-07-2015, passed by its board of Directors, being a lead member within the said Article C-7(e) of the mentioned terms and conditions of the Brochure of the Scheme for a Sport City (Code-SC-02/2014-15)

2) In para V on page 22 the name of consortium members which are given in allotment letter were left to be mentioned that is why name of consortium members are being supplemented by this correction /supplementary deed and read as follows:-

On the basis of sealed tenders vide letter bearing No. Prop/Commercial/2014/2914 dated 21.07.2014 has been allotted Sport City Plot No. SC-02, Greater Noida admeasuring 709735.00 Sq.Mtr. to consortium members comprising of Supertech Limited, Ajnara India Limited, Ametek Buildtech Pvt Limited, Aura Buildwell Pvt Limited with Supertech as the lead member, for the purpose of Sport Facilities as per the specifications laid out by Greater Noida along with other activities to support the development of the Sport City as a whole.


3) In para 6 on page 22 Some irrelevant facts were mentioned by mistake which shall be read as deleted.

4) In para 6 of page 22 and 23 "Special Purpose Company" was written in place of "Consortium Members" which is being corrected and read as follows:-

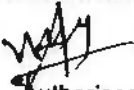
And whereas it has been represented to the lessor that the consortium members have agreed amongst themselves that M/s. Ajnara India Ltd. registered at 502 Sachdeva Corporate Tower Karkardooma Community Centre Delhi -110092, will be the relevent Member.

5) In para 7 of page no. 23 of the lease deed it was wrongly mentioned by purely clerical mistake that the lessor has executed lease deed in favour of "Special Purpose Company" in place of individual consortium members which is being rectified according the Annexure (2) of broucher and read as follows:-

And whereas, at the request of the aforesaid consortium members, the lessor has agreed to execute separate Lease Deeds in the name of individual consortium members who have agreed to take on lease the allotted plot on the terms and conditions hereinafter appearing in accordance with the approved building plan(s) utilizing the built space as approved by the lessor. Supertech Limited as a

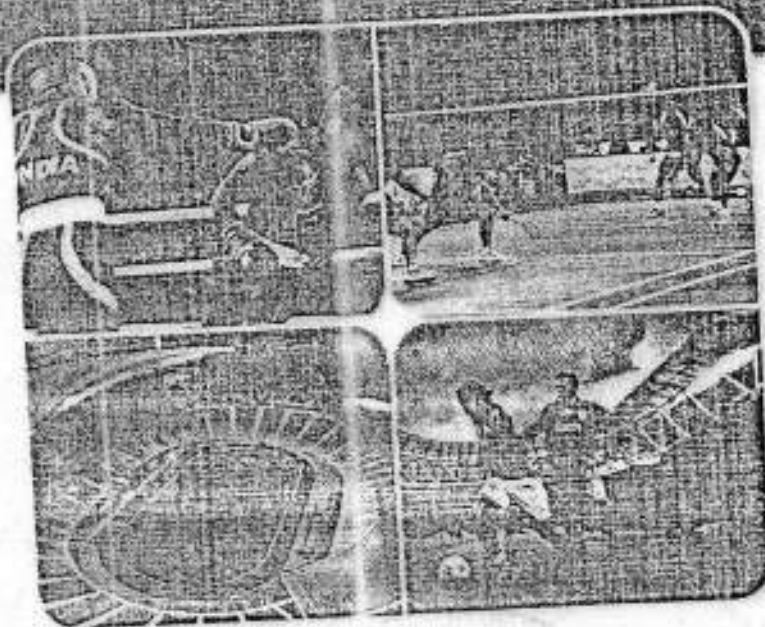

Manager (Comm.)
Greater Noida Dev. Auth. Ltd.
Greater Noida

For AJNARA INDIA LTD.


Authorised Signatory

GREATER
Noida
CITY
Planned with an obsession.

Sports City Greater Noida



SCHEME FOR SPORTS CITY IN GREATER NOIDA

For AJNARA INDIA LTD.

SCHEME CODE: SC-02/2014-15

Authorised Signatory

Greater Noida Dev. Auth. by
Greater Noida

Scheme closes: 01.07.2014



SCHEME FOR DEVELOPMENT OF SPORTS CITY IN GREATER NOIDA

TERMS & CONDITIONS

The Greater Noida Industrial Development Authority, hereinafter called GNIDA, hereby invites sealed 'Technical Qualification Bids' and 'Financial Bids' from interested eligible parties for development of a SPORTS CITY in GREATER NOIDA. The bidder should submit sealed tender in the prescribed forms for development and construction and marketing of the Plot No. SC-02, SPORTS CITY Greater Noida (hereinafter referred to as 'SPORTS CITY'). The land/plot is offered on lease basis for 90 years.

The area of Plot No. SC-02 is approximately 708500 sq.m. (175 acre). The tenderer whose tender is accepted, shall have to accept any variation, upto 20% either way in the area of the land, for which the tender has been offered. The premium of the land will proportionately vary due to such variation in the area.

The terms and conditions and eligibility criteria etc. for development of SPORTS CITY are given in the Application Documents (hereinafter referred to as DOCUMENTS) which can be obtained from –

- (1) Bank of Baroda, Sector-Gamma-II, GREATER NOIDA
- (2) HDFC Bank, Alpha-I Commercial Belt, GREATER NOIDA.

DEVELOPMENT OF SPORTS CITY: The development of SPORTS CITY is to be carried out by the successful applicant. The allottee shall plan sports & institutional facilities as per the specifications laid out by GREATER NOIDA along with other activities to support the development of the SPORTS CITY as a whole.

A. LAND USE OF SPORTS CITY

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

Sl. No.	Use	Allowed %age
A.	Recreational (Sports, Institutional & Other Facilities & open areas)	not less than 70 %
B.	Commercial	Not more than 2 %
C.	Residential including Group Housing	28%

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

1. Maximum permissible ground coverage of the entire land of 175 acres shall be 30%.
2. Maximum permissible FAR on total land of 175 acres 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 be no 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 of 175 acres.
6. Ground coverage and FAR permissible for Commercial use can be utilized for recreational and residential (group housing activities).
7. Unutilized portion of FAR of 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 of 175 acres.
9. The lessee shall plan development of SPORTS CITY by adhering to the land use percentages as mentioned in the brochure and as per building regulations.
10. 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.
11. The obligations of the developer allottee with respect to the development of sports, institutional and other facilities alongwith their specifications are presented in Annexure 2 of this document.
12. The density will be 2100 persons per hectare for residential use only.

B. RESERVE PRICE, EARNEST MONEY AND PROCESSING FEES

- i. The reserve price for the total land measuring 175 acres earmarked for the proposed Sports City shall be Rs. 12,690/- (Rs. Twelve Thousand six hundred ninety only) per sq. meter.
- ii. Earnest Money shall be Rs. 25 crore.
- iii. Processing Fee shall be Rs. 10.00 Lac (non refundable and non adjustable).

For AJNARA INDIA LTD.

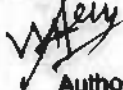
Authorised Signatory




Annexure 2

Facility	
1.	Golf Course (9 Hole)
2.	Multipurpose Playfield
3.	Tennis Centre
4.	Swimming Centre
5.	Pro-shops/food and beverage
6.	IIT centre/Administration/Media Centre
7.	Indoor Multipurpose Sports Hall including - <ul style="list-style-type: none">- Gymnastics- Badminton- Table Tennis- Squash- Basketball- Volley Ball- Rock climbing
8.	Cricket Academy
9.	Internal Roads & parks
10.	Hospital / Senior Living / Medicine Centre
11.	Circulation Spaces, Carpeting, Utilities etc.

For AJNARA INDIA LTD.


Authorised Signatory


Manager (G.M.)
Greater Noida Dev. Authority
Greater Noida

Greater Noida Industrial Development Authority

169, Chitvan Estate, Sector Gamma,
Greater Noida - 201306(U.P.)

Tel. Nos.0120-2326150 - 155 Fax 2326134 website:www.greaternoidaauthority.in

No. : PROP/Commercial/2014/2915

Dated : 21-07-2014

To

Consortium consisting of

1. M/s Supertech Ltd.- Lead Member
 2. Ajnara India Ltd.-Relevant Member
 3. Ametek Builtech Pvt. Ltd.-Relevant Member
 4. Aura Buildwell Pvt. Ltd.-Relevant Member
 5. A.G. Realtech Pvt. Ltd.-Relevant Member
- B-28-29, Sector-58,
Noida-U.P.

Sub: Allotment Letter for Sports City Plot No.SC-02, Greater Noida, Area-Approximately-708500(175 Acres)

Ref: SC-02/2014-15 Scheme, Tender/Application Form No. -001

Sirs,

In continuation to our Reservation Letter No. PROP/SC-02/2014-15/2898 dated 09.07.2014, as you have deposited the reservation money amounting to Rs. 10,26,41,050/- on 16.07.2014 & Rs. 10,26,41,050/- on 17.07.2014, I have been directed to inform you that Plot No.-SC-02, Greater Noida Area approximately-708500 sq.m. (175 Acres) is allotted to you on your quoted rate of Rs. 12852/- per sq.m. The 15% of total premium of the plot thus shall be **Rs. 136,58,46,300/-** (Rs. One Hundred Thirty Six crore Fifty Eight Lac Forty Six Thousand Three Hundred only) as allotment money which has to be deposited within 90 days from the date of issue of this letter. Detailed payment plan of balance 80% premium to be paid in installments is given below:-

<u>Instalment</u>	<u>Due date</u>	<u>Payable Premium</u>	<u>Payable Interest</u>	<u>Total payable instalment</u>	<u>Balance premium</u>
Instalment No.1	15.04.2015	455282100.00	437070816.00	892352916.00	6829231500.00
Instalment No.2	15.10.2015	455282100.00	409753890.00	865035990.00	6373949400.00
Instalment No.3	15.04.2016	455282100.00	382436964.00	837719064.00	5918667300.00
Instalment No.4	15.10.2016	455282100.00	355120038.00	810402138.00	5463385200.00
Instalment No.5	15.04.2017	455282100.00	327803112.00	783085212.00	5008103100.00
Instalment No.6	15.10.2017	455282100.00	300486186.00	755768286.00	4552821000.00
Instalment No.7	15.04.2018	455282100.00	273169260.00	728451360.00	4097538900.00
Instalment No.8	15.10.2018	455282100.00	245852334.00	701134434.00	3642256800.00
Instalment No.9	15.04.2019	455282100.00	218535408.00	673817508.00	3185074700.00
Instalment No.10	15.10.2019	455282100.00	191218482.00	646500582.00	2731692600.00
Instalment No.11	15.04.2020	455282100.00	163901556.00	619183656.00	2276410500.00
Instalment No.12	15.10.2020	455282100.00	136584630.00	591836730.00	1821128400.00
Instalment No.13	15.04.2021	455282100.00	109267704.00	564549804.00	1365846300.00
Instalment No.14	15.10.2021	455282100.00	81950778.00	537232878.00	910564200.00
Instalment No.15	15.04.2022	455282100.00	54633852.00	509915952.00	455282100.00
Instalment No.16	15.10.2022	455282100.00	27316926.00	482599026.00	0.00

For AJNARA INDIA LTD.

Signed _____
Signature

-2-

The amount can be deposited through Demand Draft / Pay Order in favour of 'Greater Noida Industrial Development Authority' payable at New Delhi / Noida / Greater Noida directly to any of the following bank branches under intimation to us. -

- (1) Bank of Baroda, Commercial Complex, Sector Gamma-II, Greater Noida
- (2) HDFC Bank, Alpha Commercial Belt, Greater Noida

The terms and conditions of the Scheme for Sports City (Scheme Code: SC-02/2014-15) shall form part of this allotment letter and shall be binding on the allottee.

Yours faithfully,

Brijesh Kumar Kashyap
(Brijesh Kumar Kashyap)
Manager (Commercial)

Copy to

1. General Manager (Finance)
2. General Manager (Planning)

Manager (Commercial)

For AJNARA INDIA LTD.

[Signature]
Manager (Com.)

Greater Noida Dev. Auth.
Greater Noida

[Signature]
Authorized Signatory

lead member will get the integrated layout plan for the said plot as per terms and conditions laid down in the brochure and provide activities as laid down in annexure 2 in Brochure Document and divide among the consortium members which all consortium members have agreed upon.

6) In point 9 on page 2 in the broucher it is clearly mentioned that "the lessee shall plan development of SPORTS CITY adhering to land use percentages as mentioned in the brochure and as per building regulations" but in point 9 on page 27 of lease deed it is mentioned "the lessee shall plan development of the RECREATIONAL ENTERTAINMENT PARK BY adhering to the land use percentages as mentioned in the brochure and as per building regulations" is being corrected and read as follows:-

The lessee shall plan development of SPORTS CITY adhering to land use percentages as mentioned in the brochure and as per building regulations/

7) Some Conditions for completing the project by lead/ relevant members and monitored by lead member was left to be mentioned in the lease deed which is being supplemented at point no. 12 of lease deed as follows:-

For the purpose of complying with the above conditions and other requirements as per Annexure-2 of the brochure documents, the consortium members have nominated lessee i.e. Supertech Limited as the lead member. These requirements shall be met by consortium members collectively according to the integrated layout plan sanctioned by the GNIDA for the complete plot of 175 Acres and it shall be followed and developed by all lead/relevant Member(s) as per the distribution of area among themselves and the responsibility of compliance shall remain individual to each consortium member under the monitoring of the Lead Member i.e. Supertech Limited.

All other facts & conditions of Lease Deed dated 09-07-2015 shall remain same. For Support, the photocopy of relevant documents are being attached.

In Witness whereof, the parties, hereto, have signed this correction/supplementary deed on the day and year mentioned above.

Witnesses:-

Salma Wadine & Co.
Asst. Secy. - Beta-2
Greater Noida

(1)

Name:

Address:

(Lessor)

Urf
Beta Dev. Auth. (BDA)
Greater Noida

(2)

Name:

Address:

Dr. Ranjit Singh: Tanveer
Beta-1 Greater
Noida
For AJNARA INDIA LTD.

(Lessee)

[Signature]
Authorised Signatory

आज दिनांक 22/06/2016 को
वही सं. 1 जिल्द सं. 20948
पृष्ठ सं. 193 से 212 पर क्रमांक 16965
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादव),
उपनिबन्धक सदर
गौतमबुद्धनगर
22/6/2016



प्राप्त हुआ 22/6/2016

प्राप्त हुआ 22/6/2016