



Structure team

e-Stamp Certificate No. IN-UP00032805906023001

SUB LEASE DEED

This Sub Lease Deed made on the 16th day of April, 2014 (sixth day of April Two Thousand and fourteen)

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 Logix Infradevelopers Pvt. Ltd. (SPC) having its registered office at 83, (Ground Floor), World Trade Center, Barakhamba Lane, New Delhi -110001 through its authorized signatory Shri Devender Saxena S/o Late Shri R.M.Rai Saxena R/o 47, Pushpanjali Enclave, Pitampura, New Delhi - 34 duly authorized by the Board of Directors vide Resolution dated 31st March, 2014, 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 ACE Infracy Developers Pvt. Ltd. a Company within the meaning of Companies Act 1956, having its registered office at B-47, Surya Nagar, Shahibabad, Ghaziabad - 201010, through its authorized signatory/Director Shri Jagdeep Singh Gill S/o Shri G.S.Gill R/o A-300, Surya Nagar, Ghaziabad (U.P.), duly authorized by the Board of Directors vide resolution dated 6th April, 2014, 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.

WHEREAS the Lessor has through a sealed two bid tender system Sport City Plot No.SC-01 Sector-150 admeasuring 800000 Sq. mts. awarded to the M/s Logix Infradevelopers Private Limited (Consortium) vide allotment-cum-reservation letter No. NOIDA/Commercial/ 2011/ 479 dated 4th May, 2011.

AND WHEREAS an area measuring 852686.8431 sqm. has been allotted and

For ACE Infracy Developers Pvt. Ltd.


(रिहास वीर सिंह)
सह-प्रबंधक
लॉकर
Lessor

For Logix Infradevelopers Pvt. Ltd.

Authorized Signatory


Director
Sub-Lessee 1


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प्रतिफल

वर्गित

आगत वार्षिक किराया

शेष गैरवर्गी

नकल व प्रति मुल्क

शेष

अस लागत

सी

M/s ACE Infracity Developers Pvt Ltd द्वारा जगदीप सिंह गिल

पुत्र श्री

जीओएस0गिल

व्यवसाय अन्य

निवासी प्लॉट

ए 300 शूर्या नगर गाजियाबाद

आवक की पता

पेसा

इस लेखापत्र रूप वास्तविक में

दिनांक

16/4/2014

समय

4:21PM

को निम्नलिखित हेतु देना होगा:

रजिस्ट्रार अधिकारी के हस्ताक्षर

(एस0के0 सिंह)

छप-निबन्धक द्वितीय

नोएडा

निष्पादन के लिये काद मुद्रा व लगभग समस्त व प्राप्त समस्त रु. प्रत्यक्षतापूर्वक उक्त

पट्टा का

पट्टा जारी

16/4/2014

श्री नोएडा प्राधिकरण द्वारा एल0वी0सिंह

पुत्र श्री

पेसा नौकरी

निवासी सी0 6 नोएडा

पट्टा जारी

श्री M/s ACE Infracity Developers Pvt Ltd

द्वारा जगदीप सिंह गिल

पुत्र श्री जीओएस0गिल

पेसा अन्य

निवासी ए 300 शूर्या नगर गाजियाबाद

श्री M/s Logix Infradevelopers Pvt Ltd

द्वारा देवेन्द्र सक्सेना

पुत्र श्री एच0 अरुण0राम सक्सेना

पेसा अन्य

निवासी 47 पुष्पावली एल0 वी0 पौनपुरा दिल्ली

पट्टा जारी

श्री M/s Logix Infradevelopers Pvt Ltd

द्वारा देवेन्द्र सक्सेना

पुत्र श्री एच0 अरुण0राम सक्सेना

पेसा अन्य

निवासी 47 पुष्पावली एल0 वी0 पौनपुरा दिल्ली

leased as Part No. SC-1/A - 269430 Sqm., Part B - 278761.8431 Sqm., Part B-1A - 30,286 Sqm., Part C - 204728 Sqm., Part C1 - 47080.1569 Sqm. and Part C2 - 22400.8431 Sqm.

AND WHEREAS the lease deed of sub divided sports city plot No.SC-01/B & Plot No. SC-1/B1A, Sector-150 was executed in favour of M/s Logix Infradevelopes Pvt. Ltd. and in 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.

AND WHEREAS the project on the Sports City plot is required to be implemented in the manner Recreational (Sports, Institutional & Other Facilities and open areas) not less than 70%, Commercial not more than 2% and Residential including Group Housing (1650 persons per hectares on residential/group housing area only) 28%. Out of which commercial and residential including group housing is to be transferred/ sub leased in term of brochure of scheme and lease deed.

AND WHEREAS the lessee has requested to sub divided/ amalgamated part of Sports City Plot No. SC-01/B & SC-01/B1, Sector-150, NOIDA) measuring 33,603.64 Sqm. and numbered as Plot No. SC-01/B8 Sector-150, NOIDA.

M/s Logix Infradevelopers Pvt. Ltd. has agreed to transfer the 33,603.64 Sqm. (Plot No. SC-01/B8 Sector-150) in favour of M/s ACE Infracity Developers Pvt. Ltd. a Company within the meaning of Companies Act 1956, having its registered office at B-47, Surya Nagar, Shahibabad, Ghaziabad - 201010 to develop the residential/ group housing in this parcel (out of 28% of land available for residential/ group housing) as per terms of the brochure of the Sports City Project. Out of the remaining land after getting transferred 33,603.64 Sqm. for development of residential and group housing & an area 12,000 Sqm. of M/s Logix Infradevelopers Pvt. Ltd. is required to be developed by the second part as green on its own resources.

AND WHEREAS the Lessor has agreed to transfer the aforesaid land parcel of 33,603.64 Sqm. numbered as Plot No. SC-01/B8 to develop the residential and group housing in accordance with the terms of allotment and lease and transfer memorandum bearing No. LESSOR/Comm/2014/629 dated 9th April, 2014 has been issued in this regard. In the aforementioned parcel of land 33,603.64 Sqm. having No. SC-01/B8 Sector-150, the parties (M/s Logix Infradevelopers Pvt. Ltd. and M/s ACE Infracity Developers Pvt. Ltd. has entered into an MoU to undertake to comply with the requirements as instructed by the Lessor in the approval letter and also as agreed in between both the parties to develop the 12,000 Sqm. land as green by the transferee/ sub lessee in accordance with the relevant provisions for

 (एलडी डी लिमिटेड) सहस्रकारी निगम नोडा	 For Logix Infradevelopers Pvt. Ltd.	 For ACE Infracity Developers Pvt. Ltd.
Lessor	Lessee	Sub-Lessee
		Director

development of project. These parties hereby also undertake that project shall be implemented in terms of brochure and the lease deed & shall comply the directions of Lessor with regard to development of sports city project.

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

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

The Sub Lessee shall also develop 12,000 Sqm. land as green in accordance with the relevant provisions for development of project and MoU executed in between both the parties i.e. Lessee & sub lessee. The remaining obligations for developing sports facilities as per the Lease Deed executed in favour of Lessee shall be fulfilled by Lessee and remaining Sub Lessees.

1. NOW THIS SUB-LEASE DEED WITNESSETH AS FOLLOWS:

That in consideration of the premium of Rs. 40,49,23,862/- (Rupees forty crores forty nine lakhs twenty three thousand eight hundred sixty two only).

Out of which Rs. 4,04,92,386/- (Rupees four crores four lakhs ninety two thousand three hundred eighty six only) have been paid by the Lessee to the Lessor (the receipt thereof the Lessor hereby acknowledges). Remaining payment Rs. 36,44,31,476/- (Rupees thirty six crores forty four lakhs thirty one thousand four hundred seventy six only) shall be paid by the Sub-Lessee to the

 Lessor	 For Logix Infrastructure Pvt. Ltd. Lessee	 For ACE Infrastructure Developers Pvt. Ltd. Sub-Lessee
		 Director

पटल पाला

Registration No.: 3723

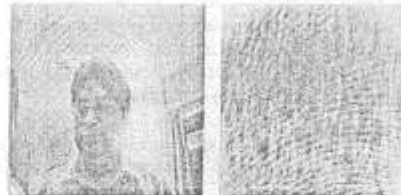
Year: 2014

Book No.: 1

0101 मीमूडा पालिकरण द्वारा एमपीओसिड

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0102 M/s Logix Infradevelopers Pvt Ltd द्वारा देवेन्द्र सल्ल

सुवि. आरपीएम/मि.स. खजरीना
४७ एम्बानली एम्बानली मीडियुम वि.स.सि
अन

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Lessor 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. Payment of 1st to 4th half yearly moratorium interest shall be in accordance with the terms of brochure of scheme and allotment and corrigendum thereof. Schedule of payment of installments is given below:-

Details of each installment & due date		
Installment No.	Due date	Principal amount
1 st	4-Nov-13	2,27,76,968
2 nd	4-May-14	2,27,76,968
3 rd	4-Nov-14	2,27,76,968
4 th	4-May-15	2,27,76,968
5 th	4-Nov-15	2,27,76,968
6 th	4-May-16	2,27,76,968
7 th	4-Nov-16	2,27,76,968
8 th	4-May-17	2,27,76,968
9 th	4-Nov-17	2,27,76,968
10 th	4-May-18	2,27,76,968
11 th	4-Nov-18	2,27,76,968
12 th	4-May-19	2,27,76,968
13 th	4-Nov-19	2,27,76,968
14 th	4-May-20	2,27,76,968
15 th	4-Nov-20	2,27,76,968
16 th	4-May-21	2,27,76,968

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%.

For Lessor

 Lessor

For ACE Infrastructure Developers Pvt. Ltd.

 Sub-Lessee

Director
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पट्टा मूहिला

Registration No. : 3723

Year : 2014

Book No. : 1

0201 M/s ACE Infracy Developers Pvt Ltd द्वारा जगदीप ।

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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 Lessee doth hereby demise on lease to the Sub-Lessee, all that Plot No. SC-1/B-8, Sector- 150, New Okhla Industrial Development Area, District Gautam Budh Nagar contained by measurement 33,603.64 square metres and bounded as below:

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/Plot") with its appurtenances unto the sub-lessee to the term of Ninety years on "AS IS WHERE IS BASIS" commencing on the date specified in the terms and conditions/ date of original lease deed as given below:-

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. The Sub-Lessee can deposit one time lease rent equivalent to eleven time the lease rent calculated at the rate of 1% per annum, subject to clearance of the arrears of the lease rent, if any. 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

		
Lessor	Lessee	Sub-Lessee
	Authorized Signatory	Director

- 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) 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.

(b) 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.

(c) 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.

(d) 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 as incidental to the possession of immovable property and so far they affect the health, safety or convenience of the other inhabitants of the place.


(सत्यो गीत सिंह)
बोधन मरुतपुर
Lessor

For Logix Infrastructure Pvt. Ltd.

Authorized Signatory
Lessee

For ACE Infrastructure Developers Pvt. Ltd.

Director

Sub-Lessee

(e) The mortgage permission shall be granted (where the plot is not cancelled or any show cause notice is not served) in favour of a scheduled Bank / Govt. organization / financial institution approved by the Reserve Bank of India for the purpose of raising resources, for construction on the allotted plot. The Sub-lessee should have valid time period for construction as per terms of the lease deed / sub-lease deed or shall have obtained valid extension of time for construction and should have cleared upto date dues of the plot premium and lease rent.

The Sub-Lessee will submit the following documents:

1. Sanction letter of the scheduled Bank / Govt. organization/ financial institution approved by the Government of India.
2. Clearance of upto date dues of the LESSOR.

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 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.

(f) 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.


For Lessor
Lessor

For Logix Infrastructure Pvt. Ltd.

Authorized Signatory
Lessor

For ACE Infrastructure Developers Pvt. Ltd.

Sub-Lessee
Director



- 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.
- 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.

(g) The Sub-Lessee shall be required to complete the construction of residential/ group housing within 7 years from the date of execution of lease deed. However, extension in exceptional circumstances can be granted by LESSOR, 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 LESSOR.

(h) The sub-lessee/ transferee 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.

(i) The Sub-Lessee shall indemnify the lessor against all disputes arising out of:

- (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).

(j) The sub-lessee can transfer the whole plot and the buildings.

 For Lessor
 Lessor

 For ACE Infrastructure Developers Pvt. Ltd.
 Authorised Signatory
 Lessee

 For ACE Infrastructure Developers Pvt. Ltd.
 Director
 Sub-Lessee

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 commercial 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:-

- (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.
- (iii) The sub-lessee has obtained the building completion certificate from the LESSOR.
- (iv) The transferees(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


(Sd/-) Mr. (Name)
Lessor

For L&L Infrastructure Pvt. Ltd.

Authorized Signatory
Lessee

For ACE Infrastructure Development Pvt. Ltd.

Sub-Lessee 9 Director

of any common area.

- (v) 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.
- (vi) The transferee(s) shall also be required to pay pro rata lease rent as applicable. The transferee(s) shall be required to make the 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.
- (vii) 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).
- (viii) The sub-lessee is not eligible for any preferential allotment of the residential plot or house under various scheme of LESSOR.

(k) In case of violation of any condition of allotment/ lease, the allotment/lease/ sub lease 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.

(l) 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.

(m) If the Lessee/ sub-lessee(s) / Transferee(s) fail to deposit the due money / instalment within the given time or such extended period as is allowed by the LESSOR or commit any breach of the terms and

For Legix Infra Developers Pvt. Ltd. For ACE Infra City Developers Pvt. Ltd.


Lessor


Lessee


Sub-Lessee

10

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/ transfer is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the sub-lessee, the allotment/lease/ sub lease of plot will be cancelled and / or lease/sub 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.

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

(p) 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 severally 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.



 Lessor

For Logix Infrastructure Pvt. Ltd.



 Authorised Signatory

 Lessee

For ACE Infrastructure Developers Pvt. Ltd.



 Sub-Lessee

(q) 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).

(r) The sub-lessee shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent authorities at his own expenses.

(s) 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.

(t) 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.

(u) 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.

(v) 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.

(w) 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.

For Lessor
(Signature)
Lessor

For Lessee/Transferees Pvt. Ltd.

Authorised Signatory

Lessee

For ACE Intracity Developers Pvt. Ltd.

Sub-Lessee

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- (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.

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

For Logo Infradevelopers Pvt. Ltd.
Authorized Signatory
Lessor

For ACE Infradevelopers Pvt. Ltd.
Sub-Lessee

15/06/2024

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:

5. 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.

6. 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.

7. 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.

For Logix Infocare Developers Pvt. Ltd.

(Signature)
Lessor
Authorized Signatory
Lessee

For ACE Infocare Developers Pvt. Ltd.


Director
Sub-Lessee
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8. 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 Officer for time being or any other officer who is entrusted by the Lessor with the functions similar to those of Chief Executive Officer.

9. The entire legal expenses of execution of this Sub-Lease Deed including Stamp Duty and registration charges shall be borne by the sub-lessee.

10. 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.

11. 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.

12. 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.

13. 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.

14.(i) 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, lease deed and/or any other permission granted even if not specifically mentioned in this sub-lease deed, shall be treated as part of lease/sub lease and binding upon the lessee/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

For Lessor
For ACE Infra Development Pvt. Ltd.
For ACE Infancy Development Pvt. Ltd.
Lessor
Lessee
Sub-Lessee
Director

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 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-lessee² (transferee(s)) to the LESSOR or any other statutory authority are recoverable as arrears of land revenue.
- (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 LESSOR.
- (l) In case of non-compliance of these terms and conditions and any


(Sd/-) (Signature)
Lessor
(Name)

For Logix Infrastructure Pvt. Ltd. For ACE Infrastructure Developers Pvt. Ltd.



Authorized Signatory
Lessee



Sub-Lessee

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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 and the 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.

(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 LESSOR:

- The sub-lessee shall be entitled to sub-lease the sports, other facilities and institutional activity, with prior approval of LESSOR/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.
- 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 the project in this particular parcel of land (Plot No. SC-01/A3 Sector-150) to the satisfaction of LESSOR.

For Logo Projects Pvt. Ltd.
Lessor
Authorized Signatory
Lessee
For ACE Intracity Development Pvt. Ltd.
Sub-Lessee
Director

- 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 regulations of LESSOR.
 - 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. LESSOR 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.
 - 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 LESSOR or any Authority.
 - The allottee/ sub-lessee shall abide by the suggestions of State Government if any, in the master plan of LESSOR.
 - Sub lease of land / built-up area shall be allowed on the basis of approved layout and building plans by LESSOR.
- (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 LESSOR shall be final and binding.
- (s) If due to any "Force Majeure" or any circumstances beyond

For Lessor: 
 Lessor
 For Lessee: 
 Authorized Signatory
 Lessee

For ACE Infrastructure Developers Pvt. Ltd.

 Sub-Lessee
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LESSOR's control, LESSOR 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 LESSOR.

- (t) If the Sub-Lessee / Transferee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the LESSOR to ask the sub-lessee(s) / Transferee to remove the nuisance within a reasonable period failing which the LESSOR shall itself get the nuisance removed at the sub-lessee(s) / 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 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 leviable from time to time by the LESSOR or any other Authority duly empowered to levy the tax/charges.
- (y) Residential premises as per the plans of the Sub-Lessee approved by LESSOR shall be used for residential purpose only. In case of default, the lease deed/ sub lease deed is liable to be cancelled and the Sub-lessee(s) / Transferee will not be paid any compensation thereof.
- (aa) All arrears due to the Lessor would be recoverable as arrears of land revenue.

For Lugh Infra Development Pvt. Ltd.

(सत्यमेव जयते)
सत्यमेव जयते
Lessor
Authorized Signatory
Lessee

For ACE Intracity Developers Pvt. Ltd.


Sub-Lessee 19 Director





(bb) The LESSOR in larger public interest may take back the possession decision in this regard shall be final and binding on the sublessee(s)/ Transferee.

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 Logic Infra Developers Pvt. Ltd.

For and on behalf of Lessee

Authorised Signatory

For and on behalf of Lessor

For and on behalf of Sub Lessee
For ACE Infracy Developers Pvt. Ltd.

Director

Witness

1. Dushyant Malik
21/04/2018
R/D-26 H/G, Duplex Chandigarh Nagar
Gurgaon

2

Chander Shekhar (Advocate)
Ch. No 27, S.D. Office Compound
Sec. 35, Noida

For Logic Infra Developers Pvt. Ltd.
Lessor

For Logic Infra Developers Pvt. Ltd.

Lessee
Authorised Signatory

For ACE Infracy Developers Pvt. Ltd.

Sub-Lessee
Director

आवृत्ति दिनांक 16/04/2014 को
वर्ष सं 1 शिष्ट सं 5965
पृष्ठ सं 125 से 168 पर क्रमांक 3723
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रेशन अधिकारी के हस्ताक्षर



(एस0 के0 सिंह)
उप-निबन्धक द्वितीय
सीएड
16/4/2014