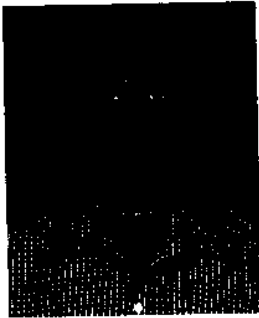


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### SUB-LEASE DEED

This Tripartite Sub-Lease Deed is made on this 21st day of October, 2009 between the New Okhla Industrial Development Authority, a body corporate, constituted under section 3 of U.P. Industrial Area Development Act. Of 1976 (U.P. Act. 6 of 1976) hereinafter referred to as "Lessor", which expression shall, unless the context does not admit include its successor and assign on one part;

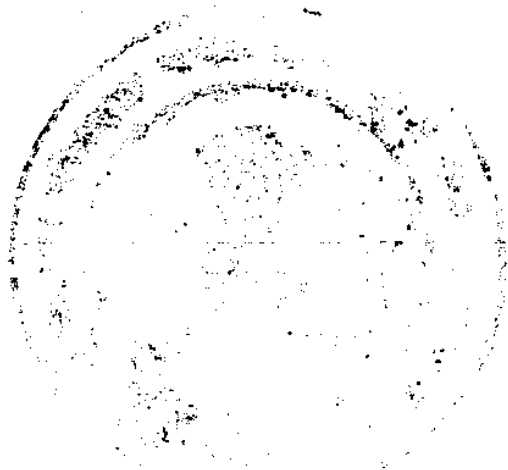
M/s. Sarv Mangal Real Tech Pvt. Ltd. having its registered office at 5<sup>th</sup> Floor South Tower, NBCCF, Pragati Vihar, Lodhi Road, New Delhi through its authorized signatory Sh. K. Sita Raman R/o. B-3/115, Janakpuri, New Delhi duly authorized vide Resolution passed in the Board of Directors meeting hereinafter referred to as the "Lessee", which expression shall unless the context does not so admit include his/her/its successors, administrators, representatives and permitted assigns on the second part and M/s. I.T. Infrastructure Park (P) Ltd. having registered office at D-922, New Friends Colony, New Delhi through its Authroised signatory Sh. Vikram Nath R/o. D-992, New Friends Colony, New Delhi duly authorized vide resolution passed in the Board of Directors meeting hereinafter referred to as "Sub-Lessee" which expression unless the context does not so admit include his/her/theirs/its executors, administrators, representatives and permitted assigns on the third part. The Lessor, Lessee and the Sub-Lessee hereinafter collectively referred to as "Parties" and individually as "Party".

For Sarv-Mangal Realtech Pvt. Ltd.

Authorised Signatory

IT INFRASTRUCTURE PARK PVT. LTD.

Director/Authorised Signatory



WHEREAS the Lessor is sole owner of Industrial Plot No. 001, Sector- 140-A, NOIDA Complex, hereinafter referred to as "said plot" fully described together with all easements upon the said plot.

WHEREAS the Lessor has allotted the said plot to the Lessee on 03/09/2007 for the project of I.T. Enabled Services & STP. On the request of allottee the Authority has accepted the Change of Project for SEZ for I.T./I.T.E.S. as per the terms of allotment letter No. NOIDA/IND./2007/1671 and whereas the Lessor has executed a Lease Deed on 14/01/2008 and registered before the Sub-Registrar, Noida, Tehsil Dadri, District-Gautam Budh Nagar vide Book No-1, Volume No-1141, pages no. 435 to 474, registration no. 188 which was subsequently registered on 17/01/2008 hereinafter referred to as "Said Lease", for a period of 90 years commencing from 14/01/2008. A copy of which is annexed to this deed as Annexure-

WHEREAS the Lessee has made a request in writing to the Lessor that he/she has appointed M/s. I.T. Infrastructure Park (P) Ltd. as Co-Developer for the Development of area 45202.50 Sq.Mtrs.

AND WHEREAS pursuant to the Board of Approval, Ministry of Commerce, Government of India (hereinafter referred to as the "BOA" approval), Lessee shall be developing, operating and maintaining the sector specific Special Economic Zone for electronic hardware and software including IT/ITES sector (hereinafter referred to as the "IT SEZ") on the Said Plot in accordance with the approval letter bearing No. E1/192/2007/SEZ dated February 18, 2008.

AND WHEREAS the BOA, has granted an approval vide approval letter bearing No. F.1/192/2007/SEZ dated 31<sup>st</sup> December 2008 to Sub-Lessee to act as a Co-developer for developing the aforesaid IT SEZ on the part of the Said Plot.

AND WHEREAS the Second & Third Parties have executed a Co-Development Agreement dated 4<sup>th</sup> March 2008 for appointment of Sub-Lessee as the co-developer of the IT SEZ project and for Sub-Lessee to undertake the development, along with Lessee of the said IT SEZ at the Said Plot subject to and in accordance with the Special Economic Zones Act, 2005 and the rules and regulations made there under. In terms of the Co-development Agreement, Sub-Lessee has agreed to develop, operate and maintain IT SEZ on 45202.50 sq. mtrs out of a total area of 100450 sq. mtrs. Of the Said Plot and approval of sub lease of said plot has been granted by lessor vide office letter No.2229 date 08.06.2009 and boundaries of plot no. 001, Block-B, Sector- 140-A is as under:

NORTH -----

SOUTH -----

As Per Site

EAST -----

WEST -----

AND WHEREAS Lessee have leasehold rights in respect of the Said Plot and seized and possessed of and is otherwise well and sufficiently entitled to the Said Plot and the Parties have entered into an agreement to lease dated 4<sup>th</sup> March 2008 (the

For Sarv-Mangal Realtech Pvt. Ltd.

Authorised Signatory

IT INFRASTRUCTURE PARK PVT. LTD.

Authorised Signatory

उप पट्टा विलेख (90 वर्ष )  
 134,781,785.00 5,000.00 80 5,080.00 4,000

प्रतिफल मालियत ओसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग  
 श्री / श्रीमती नोएडा वि० प्रा० द्वारा ओ.पी.चावला, ओ.एस  
 पुत्र / पत्नी श्री

पेशा नौकरी

निवासी स्थायी से० 6 नोएडा

अस्थायी पता

ने यह लेखपत्र इस कार्यालय दिनांक 29/10/2009 समय 3:59PM

बजे निबन्धन हेतु पेश किया।



K.K.MISHRA

उप निबन्धक (प्रथम)

नोएडा

29/10/2009

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रु प्रलेखानसार उक्त

पट्टा दाता

पट्टा गृहीता

श्री/श्रीमती नोएडा वि० प्रा० द्वारा ओ.पी.चावला,  
 ओ.एस

पुत्र/पत्नी श्री

पेशा नौकरी

निवासी से० 6 नोएडा



श्री/श्रीमती मै० I.T.Infrastructure Park(P)Ltd.

द्वारा विक्रम नाथ

पुत्र/पत्नी श्री पुत्र शक्ति नाथ

पेशा व्यापार

निवासी डी-992 न्यू फ्रेंड्स कालोनी नई दिल्ली



श्री/श्रीमती मै० Sarv Mangal Real Tech  
 Pvt.Ltd. द्वारा के० सीता रमन

पुत्र/पत्नी श्री पुत्र के.जी.कृष्णन

पेशा नौकरी

निवासी बी-3/115 जनकपुरी नई दिल्ली



"ATL") wherein the Parties have recorded their understanding that Sub-Lessee desires to take on sub-lease a part of plot of land bearing No. 1 situated at Sector 140A in Noida, District Gautam Budh Nagar, Uttar Pradesh admeasuring 45,202.50 sq. mtrs out of a total area of 100450 sq. mtrs. as more fully and particularly described in the **Schedule** hereunder written and delineated in red ink in the site plan annexed hereto and marked as "**Annexure - I**" (hereinafter referred to as the "**Area-II**"), The remaining area admeasuring 55,247.50 sq.mtrs. out of a total area of 100450 sq.mtrs. is hereinafter referred to as the "**Area-I**" written and delineated in blue ink in the site plan annexed hereto and marked as **Annexure-2**. The Sub-Lessee has agreed to take on sub-lease the Area-II, for a term which, subject to the provisions of Clause 6(a) & (b) of the said sub lease, shall be co-terminus with the Said Lease Deed and on the terms and conditions hereinafter recorded.

**NOW THEREFORE THIS SUB LEASE DEED WITNESSETH AND THE PARTIES MUTUALLY COVENANT WITH EACH OTHER AS UNDER:**

1. In consideration of the payments stated hereunder in Clause 2, Lessee and Lessor hereby agrees to sub-lease to Sub-Lessee the Area-II for a period of which shall commence from the date of execution of this Deed in favour of Sub-Lessee and shall end with the term of the Said Lease Deed.
2. The total lease premium to be paid by Lessee to Lessor under the Said Lease Deed is Rs. 52,17,37,300/- (Rupees Fifty Two Crores Seventeen Lakhs Thirty Seven Thousand Three Hundred Only). Out of the aforesaid amount of Rs. 52,17,37,300/- (Rupees Fifty Two Crores Seventeen Lakhs Thirty Seven Thousand Three Hundred Only) Lessee has paid to Lessor under the Said Lease Deed an amount of Rs. 15,81,57,300/- (Rupees Fifteen Crores Eighty One Lakhs Fifty Seven Thousand Three Hundred Only) and the balance amount of Rs. 36,35,80,000/- (Rupees Thirty Six Crores Thirty Five Lakhs Eighty Thousand Only) along with interest @ 11% per annum (compounded half yearly) is to be paid by the Lessee and Sub Lessee in sixteen half yearly installments to Lessor in terms of the Said Lease Deed.

The sub-lessee would pay total premium being 45% i.e. Rs. 23,47,81,785/- (Rs. Twenty Three Crores Fourty Seven Lakhs Eighty One Thousand Seven Hundred Eighty Five Only) of total premium of plot amounting to Rs. 52,17,37,300/- (Rupees Fifty Two Crores Seventeen Lakhs Thirty Seven Thousand Three Hundred Only) out of which Rs. 7,11,70,785/- (Rs. Seven Crores Eleven Lakhs Seventy Thousand Seven Hundred Eighty Five Only) has already been paid the receipt where of the lessor hereby acknowledges and balance sum of Rs. 16,36,11,000/- (Rs. Sixteen Crores Thirty Six Lakhs Eleven Thousand Only) shall be paid in Sixteen half yearly installments alongwith equated 11% per annum interest bearing from the date of issue of allotment letter the interest to be compounded half yearly the first instalments falling due for payment on the 30<sup>th</sup> day of June or the 31<sup>st</sup> day of December, which ever falling earlier after the expiry of the period of six month

P. r. Sarv-Mangal Realtech Pvt. Ltd.

Authorised Signatory

IT INFRASTRUCTURE PARK PVT. LTD.

Authorised Signatory

ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री देवेन्द्र सक्सेना

पुत्र श्री पुत्र स्व० आर.एम.राय सक्सेना

पेशा नौकरी

निवासी सी-47 पुष्पांजली एन्क० पीतमपुरा दिल्ली

व श्री बीजू पी०के०

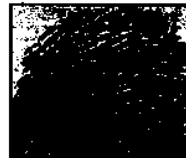
पुत्र श्री पुत्र पी.यू.कुरियन

पेशा नौकरी

निवासी 133सी, पाकेट-ए-2 मयूर विहार-3 दिल्ली

ने की ।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं ।

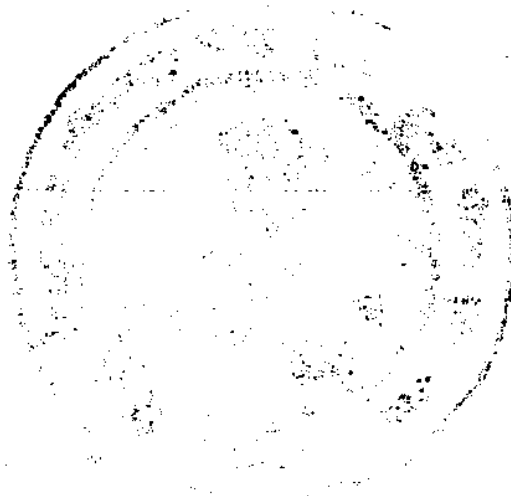


K.K.MISHRA

उप निबन्धक (प्रथम)

नोएडा

29/10/2009



next to the date of allotment of the said plot and the remaining instalments falling due consecutively as follows:-

1. Rs. 2,15,55,355/- on the 30<sup>th</sup> day of June, 2008
2. Rs. 1,56,38,355/- on the 31<sup>st</sup> day of December, 2008
3. Rs. 1,56,38,355/- on the 30<sup>th</sup> day of June, 2009
4. Rs. 1,56,38,355/- on the 31<sup>st</sup> day of December 2009
5. Rs. 1,56,38,355/- on the 30<sup>th</sup> day of June, 2010
6. Rs. 1,56,38,355/- on the 31<sup>st</sup> day of December, 2010
7. Rs. 1,56,38,355/- on the 30<sup>th</sup> day of June, 2011
8. Rs. 1,56,38,355/- on the 31<sup>st</sup> day of December, 2011
9. Rs. 1,56,38,355/- on the 30<sup>th</sup> day of June, 2012
10. Rs. 1,56,38,355/- on the 31<sup>st</sup> day of December, 2012
11. Rs. 1,56,38,355/- on the 30<sup>th</sup> day of June, 2013
12. Rs. 1,56,38,355/- on the 31<sup>st</sup> day of December, 2013
13. Rs. 1,56,38,355/- on the 30<sup>th</sup> day of June, 2014
14. Rs. 1,56,38,355/- on the 31<sup>st</sup> day of December, 2014
15. Rs. 1,56,38,355/- on the 30<sup>th</sup> day of June, 2015
16. Rs. 1,56,38,355/- on the 31<sup>st</sup> day of December, 2015

~~Provided that the interest shall be computed at the rate mentioned above on the total amount of the balance outstanding from time to time from the date of allotment i.e. and shall be payable half yearly on the 30<sup>th</sup> day of June and 31<sup>st</sup> day of December each year, the first of such payment to be made on the 30<sup>th</sup> day of June, 2008 falling earlier.~~

In addition to the premium of Plot Sub-Lessee would pay Rs. 58,43,250/- of annual lease rent @ 2.5% of total premium payable to Lessor on or before 11<sup>th</sup> January of each year till the period of Lease i.e. Rs. 58,43,250/- being 45% of Rs. 1,29,85,000/- This amount shall be increased accordingly as and when Lessor increases annual lease rent as per terms and conditions of the Said Lease Deed.

Lessee shall make timely payment(s) of the 55% lease premium payable to the Lessor under the Said Lease Deed as per the terms and conditions of the Said Lease Deed.

Further, it is also agreed between the parties hereto that all lease rentals to be paid to Lessor under the Said Lease Deed shall be paid by Lessee and Sub-Lessee in the ratio of 55:45, respectively. Sub-Lessee shall pay to Lessor its

For Farv-Mangal Realtech Pvt. Ltd.

Authorised Signatory

IT INFRASTRUCTURE PRIVATE LIMITED

Authorised Signatory

पट्टा दाता

Registration No 3997

Year : 2009

Book No. 1

0101 नोएडा वि० प्रा० द्वारा ओ.पी.चावला, ओ.एस

से० ६ नोएडा

नौकरी

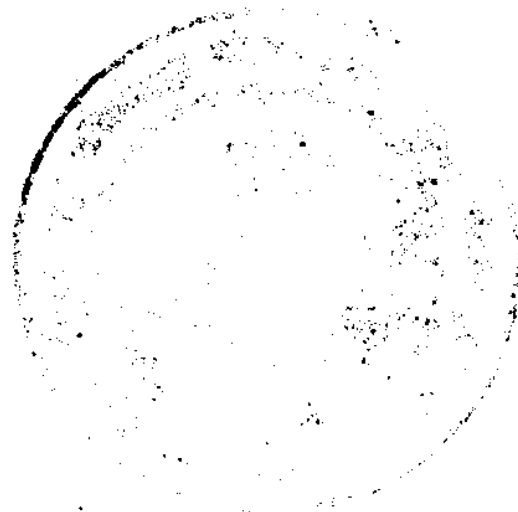
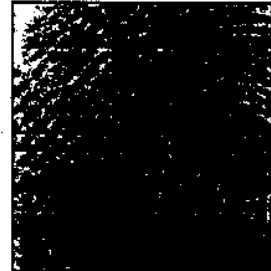
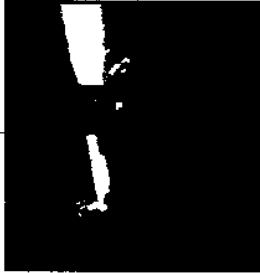


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पुत्र के.जी.कृष्णन

बी-3/115 जनकपुरी नई दिल्ली

नौकरी





proportionate share of lease rentals on or before the due date. The lease rental payable by Sub-Lessee to Lessor shall be exclusive of all applicable taxes, including but not limited to property tax or any other taxes levied by any authorities, payable in respect of the Area-II which shall be paid\* by Sub Lessee. Lessee shall thereupon pay the 55% of lease rentals due to Lessor within the prescribed period . The parties herein agree that in case permissible, they may pay the entire lease rentals payable for the entire lease term of the Said Lease Deed, by way of lump sum payment to Lessor and which payment shall be made in the same ratio i.e. 55:45.

3. Each Party represents, warrants and covenants to the other parties as follows:-

- (a) Lessee is holding the lease hold rights in respect of the Said Plot under the Said Lease Deed and has obtained all permissions and consents from the Lessor, to sub-lease the Area-II to Sub-Lessee and enter into this Deed in favour of Sub-Lessee in relation to the Area-II.
- (b) Sub-Lessee shall ensure that all the terms and conditions of the Said Lease Deed and rules and regulations are complied with at all times.
- (c) The Lessee shall obtain approval of development plan within 18 months from the date of registration of Lease Deed from the concerned department of the lessor and complete construction 40% of the total permissible covered area on the allotted plot within 3 years from the date of possession already handed over and shall have to complete whole construction within five years from the date of possession already handed over." The decision about the time limit for approval of development plan and to complete construction of 30% of FAR and to complete total permissible FAR by the sub lessee shall be taken after the decision of the Board of NOIDA on this issue.
- (d) Lessee shall co-operate (at Sub-Lessee's Cost) to enable Sub-Lessee to construct building(s) and structure(s) on the Area-II and Sub-Lessee shall also be entitled to construct building(s) and structure(s) on the Area-II after obtaining the necessary consents, permissions and certificates in this respect.
- (e) Lessee shall not do, or cause to be done, any act or omission which would lead to termination/cancellation of the Said Lease Deed and/or jeopardize Lessee's rights under the Said Lease Deed;

4. Each Party is legally entitled to execute this Deed. In the event of default in relation to Lessee or Sub-Lessee, the defaulting Party hereby agrees to indemnify and keep the non defaulting Party, its shareholders, directors, agents, officers, representatives and assigns indemnified from and against all claims, losses, damages, costs, expenses, charges etc. that may be incurred or suffered by the non defaulting Party due to (i) breach of any of the terms and conditions of this Deed by the defaulting Party and/or (ii) breach of any of the terms and conditions of the Said Lease Deed by the defaulting Party including

For Sarv-Mangal Realtech Pvt. Ltd.

Authorised Signa

Signature



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Registration No. 3997

Year : 2009

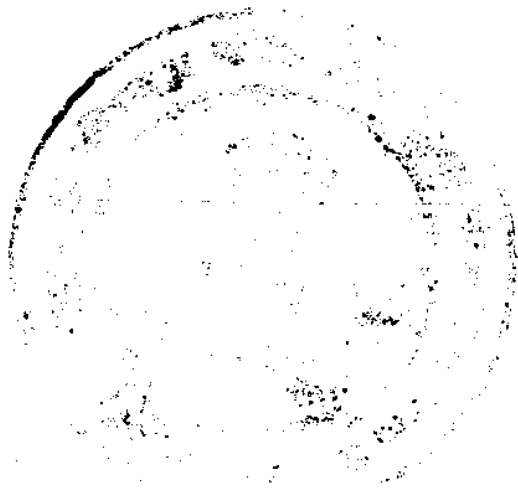
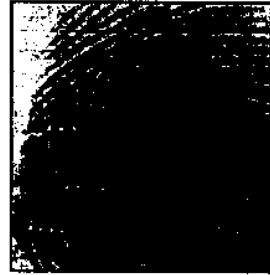
Book No. 1

0201 मे० I.T. Infrastructure Park(P)Ltd. द्वारा विक्रम नाथ

पुत्र शक्ति नाथ

डी-992 न्यू फ्रेंड्स कालोनी नई दिल्ली

व्यापार



but not limited to default in timely payment of the lease premium, or breach of any other the applicable laws, bye-laws, approvals, permissions, rules and regulations of the Central or State Government or any other authority or local body with respect to the Said Plot and/or (iii) misrepresentation by defaulting Party and/or (iv) breach of any warranties given by defaulting Party in this Deed and/or (v) default by defaulting Party under the provisions of the Special Economic Zones Act, 2005 (hereinafter referred to as the "SEZ Act") and the rules and regulations framed thereunder that leads to cancellation of the Developer status of Lessee and/or Co-Developer status of Sub-Lessee.

5. Sub-Lessee hereby represents, warrants to Lessee as under and Sub-Lessee also covenants with Lessee as under:-

- (a) Sub-Lessee is fully authorized, empowered and able to execute this Deed; and
- (b) Sub-Lessee shall co-operate (at lessee's cost) to enable Lessee to construct building(s) and structure(s) on the Area-I and Lessee shall also be entitled to construct building and structure on the Area-I after obtaining the necessary consents, permissions and certificates in this respect.
- (c) Sub-Lessee shall not do, or cause to be done, any act or omission which would lead to termination/cancellation of the Said Lease Deed and/ or jeopardize Lessee's rights under the Said Lease Deed.

6. It is further mutually agreed between the Parties as under:

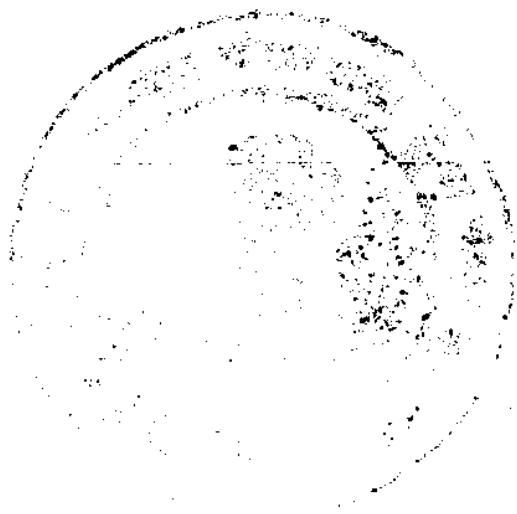
- (a) A single information technology special economic zone shall be developed on the Said Plot by Lessee and Sub-Lessee, Lessee shall develop 55,247.50 sq. mtrs. of the Said Plot in the said special economic zone i.e. the area remaining in the Said Plot after the exclusion of the Area-II and Sub-Lessee shall develop the balance 45,202.50 sq. mtrs. of the Said Plot in the said special economic zone, i.e. the Area-II. The details, specifications and timelines for development of IT SEZ on the said plot shall be mutually agreed to by the Lessee and Sub-Lessee.
- (b) The available floor area ratio (FAR) in relation to the Said Plot shall be shared between Lessee and Sub-Lessee in terms of the Co-Developer Agreement dated 4<sup>th</sup> March 2008 executed between Lessee and Sub-Lessee.
- (c) That in the event the term of the Said Lease Deed are extended from time-to-time beyond a period of 90 (ninety) years commencing from 14<sup>th</sup> January, 2008 then, the sub-lease hold rights shall also stand extended from time-to-time.
- (d) Lessee and Sub-Lessee shall mutually negotiate and agree in relation to finalization of the master plan and infrastructure development plan and also in relation to obtaining the requisite notification and also the approval for

Per Sarv-Mangal Realtech Pvt. Ltd.

Authorised Signatory

IT INFRASTRUCTURE PARK PVT. LTD.

Authorised Signatory



11. Subject to the provisions of clause 11, the courts at Noida, District Gautam Budh Nagar and Hon'ble High Court at Allahabad, Uttar Pradesh, India shall have exclusive jurisdiction.
12. The Lessee and Sub-Lessee shall be jointly and severally responsible to comply with the Terms & conditions of Lease Deed executed between Lessor and Lessee on 14/01/2008.
13. The relevant clause of lease deed executed between lesser and lessee on 14/01/2008 relating to the provisions of "Mortgage Permission" shall be applicable in the case of this sub lease also.
14. In case of loss of any revenue, stamp duty etc. or any levy of taxes, the lessee and sub-lessee will be held responsible. Noida Authority will not be liable for that.
15. In the event of any dispute at any stage between the lessee and sub-lessee, Noida Authority shall not be made party of litigation.

IN WITNESSES WHEREOF the parties hereto have set their hands on this day 21st day of October..... 2009, herein first above written.

in the presence of :



For & on behalf of Lessor

Ajay Mangal. s/o Shri. B.B. Mangal.

For Sarv-Mangal Realtech Pvt. Ltd.

A-22 Anand Vihar. Delhi-92



Authorised Signatory

For & on behalf of Lessee

NAVENDER SAXENA

S/O LATE SH. R. M. RAI SAXENA  
A/o C-47, PUSHPANJALI ENCLAVE  
PITAM PURA NEW DELHI-34

IT IS HEREBY CERTIFIED THAT THE SIGNATURE OF THE SUB-LESSEE IS VALID AND CORRECT.

For & on behalf of Sub- Lessee

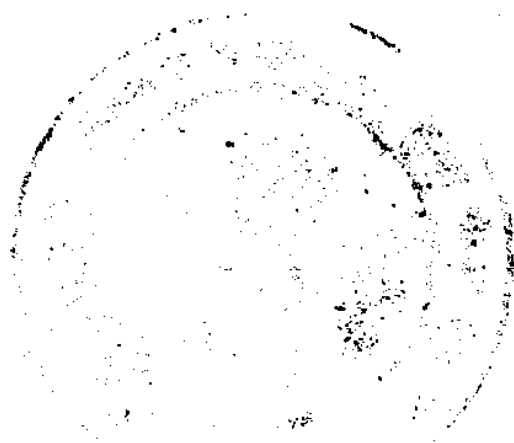
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S/o. P. U. Kurian

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Mazra Vihar Ph. 8

Delhi - 96.



authorized operations, required to develop IT SEZ on the Said Plot, based on such mutually finalized master plan and infrastructure development plan.

7. Lessee shall handover to Sub-Lessee the physical, vacant and peaceful possession of the Area-II simultaneous with the execution of this Deed.
8. All notices required or permitted hereunder shall be in writing and in English language and shall be sent by recognized courier or by facsimile transmission (with confirmed receipt) or by e-mail (with confirmed receipt) addressed to the address of each party set forth below, or to such other address as such other party shall have communicated to the other party.

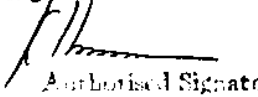

If to Lessee: Mr. B.K. Uppal – Director  
M/s. Sarv-Mangal Real Tech Pvt. Ltd.  
S-39A, Panchsheel Park  
New Delhi – 110017  
Fax: 011 - 41070708  
E-mail: info@uppal.co.in

If to Sub-Lessee: Mr Shakti Nath – Chief Executive  
M/s. I.T. Infrastructure Park (P) Ltd.,  
A – 4 & 5, 4<sup>th</sup> Floor  
Sector 16, Noida  
Fax: 0120- 4366098  
E-mail: corporate@logixgroup.in

Any party hereto may change any particulars of its address for notice by notice to the other party hereto in the manner aforesaid.

9. Stamp duty, registration charges and other all incidental charges required for execution and registration of this Deed have been borne by the Third Party.
10. In case of any breach of the terms and conditions of this Deed by the Sub Lessee the Lessor will have the right to re-enter the Area-II unit after determining the sub lease. On re-entry of the Area-II, if it is occupied by any structure built by the Sub-Lessee, the Lessor will remove the same at the expenses and cost of the Third Party. At the time of re-entry of the Area-II, the Lessor may re-allot the same to any other person.

For Sarv-Mangal Realtech Pvt. Ltd.

  
Authorized Signatory  


IT INFRASTRUCTURE PARK (P) LTD.

  
Authorized Signatory



आज दिनांक 29/10/2009 को  
बही सं 1 जिल्द सं 1589  
पृष्ठ सं 489 से 554 पर कमांक 3997  
रजिस्ट्रीकृत किया गया ।

  
K.K.MISHRA  
उप निबन्धक (प्रथम)  
नोएडा  
29/10/2009

