

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-01/C-A8, Sector- 150**, New Okhla Industrial Development Area, District Gautam Budh Nagar contained by measurement **12000 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 from 27<sup>th</sup> December, 2013, on the terms and conditions 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 sqmtr 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 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.

For Logix Infradevelopers Pvt. Ltd.

Lessee

Authorised Signatory

For ABIT BUILDCON PVT. LTD.

Sub- Lessee

Authorised Signatory



**II. AND THE SUB-LESSEE DOTH HEREBY DECLARE AND COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING:**

(a) THE lead member should be the single largest shareholder having at least 30% shares in the consortium. The percentage of shareholding of the lead member shall remain a minimum of 30% till the temporary occupancy / completion certificate of at least one phase of the project is obtained from the Lessor.

(b) THAT the Sub-Lessee will pay to the Lessor the balance of the premium in the instalments mentioned in clause 1 above by the dates mentioned therein. If the Sub-Lessee shall fail to pay any instalment by due date of payment thereof, he shall thereafter pay the same with interest as mentioned in clause (1) above on the instalment in arrears from the due date till the date of payment provided that failure to pay three consecutive instalments the Lessor may determine the lease with penalties and consequences thereof.

(c) That the Sub-Lessee will pay unto the Lessor at its office or as otherwise directed, the said yearly lease rent, clear of all deductions on the days and in the manner herein appointed for payment thereof and if the said yearly lease rent or part thereof remains in arrears, the Lessor shall be entitled to recover the same with 14% interest per annum compounded every half year. All arrears whatever shall be recoverable as arrears of land revenue.

(d) The Sub-Lessee will bear, pay and discharge all rates, assessments of every description which during the said term to be assessed, charged or imposed upon either on the occupier in respect of demised premises or the buildings to be erected there upon.

(e) That Sub-Lessee will obey and submit to all directions issued or regulations made by the Lessor now existing or hereafter to exist so far as the same 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.

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

For Logix Infradevelopers Pvt. Ltd.

Lessee  
Authorized Signatory

For ABT BUILDCON PVT. LTD.

Sub- Lessee  
Authorized Signatory



The Sub-Lessee will submit the following documents:

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

LESSOR shall have the first charge on the plot towards payment of all dues of LESSOR.

Provided that in the event of sale or foreclosure of the mortgaged/charged property, the LESSOR shall be entitled to claim and recover such percentage, as decided by the LESSOR, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority over the said mortgage charge. The decision of the LESSOR in respect of the market value of the said land shall be final and binding on all the parties concerned.

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

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

- a) All the infrastructural services shall have to be provided by the sub-lessee within the plot area only.
- b) All clearances/approvals must be obtained by the sub-lessee from the respective competent statutory authorities prior to the commencement of the construction work.
- c) Provisions related to the fire safety shall be strictly observed and the necessary approvals shall be obtained from the respective competent statutory authority(ies).
- d) All other provisions, not specified above, shall be in accordance with the Building Regulations and Directions of the LESSOR and the amendments made therein from time to time.

(h) The Lessee/ Sub-Lessee shall be required to complete the construction of minimum 15% of the permissible area earmarked for sports, institutional & other facilities within a period of 3 years from the date of execution of Lease Deed and shall complete the project in phases within 5 years. However, the residential

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