



and commercial development/ construction may be completed in phases within 7 years. Further more, the sub-lessee has to develop residential and commercial component in the project in proportion to area earmarked for recreational uses. However, extension in exceptional circumstances can be granted by NOIDA, 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 NOIDA.

- (i) The allottee/ lessee/ sub-lessee 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. The project may be implemented by Sub-Lessee through Special Purpose Company and / or through its subsidiaries. The relationship between Special Purpose Company and its subsidiaries would be governed by the prevailing law, rules and regulations. However, mortgage permission can be accorded to Special Purpose Company for implementation of project as per prevailing rules & regulations of Lessor.
- (j) 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).
- (k) The sub-lessee can transfer the whole plot and the buildings 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 any other 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).

For Logix Infradevelopers Pvt. Ltd.

Lessee

Authorised Signatory

For ABT BUILDCON PVT. LTD.

Sub- Lessee

Authorised Signatory



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 fulfilment 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 transferee(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 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).

For Logix Infradevelopers Pvt. Ltd.

Lessee
Authorised Signatory

For ABIT BUILDCON PVT. LTD.

Sub- Lessee

Authorised Signatory

