

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.
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 Office 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. 2013


Lessor

For Logix Builders & Promoters Pvt Ltd.


Lessor
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Sub-Lessee-17



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.(a) 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 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.



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[Signature]
Lessor

For Logix Builders & Promoters Pvt. Ltd.

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Sub-Lessee 18




- (f) All the arrears due from the sub-lessee / (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 NOIDA.
- (l) In case of non-compliance of these terms and conditions and any 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


Lessor

For Logix Builders & Promoters Pvt. Ltd.

Lessee
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Sub-Lessee 19



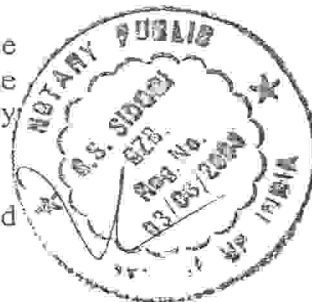
9 JUL 2013

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 NOIDA:

- The sub-lessee shall be entitled to sub-lease the sports, other facilities and institutional activity, with prior approval of NOIDA/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.
- Without obtaining the completion certificate the sub-lessee shall have the right to sub-divide the allotted plot into suitable smaller plot as per the planning norms of the NOIDA only for the area available for residential & commercial use and to transfer the same to the interested parties, if any, with the prior approval of the NOIDA on payment of transfer charges at the rate prevailing on the date of transfer. However, the area of each of such sub-divided plot should not be less than 8,000 Sq.mtrs.
- The allotment of land by NOIDA shall be on lease basis, however, in future it can be converted in free hold as per the terms and conditions specified by NOIDA.
- 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 SPORTS CITY to the satisfaction of NOIDA.




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For Logix Builders & Promoters Pvt. Ltd.


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Sub-Lessee 20



- 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 NOIDA.
- 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. NOIDA 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.
- After the written approval of the Lessor/ NOIDA Authority, the lessee can implement/develop the project through its multiple subsidiary companies in which the allottee/lessee company shall have minimum 90% equity share holdings (such subsidiaries are exempted from stamp duty for transaction between parent company and subsidiary company under the provisions of Indian Stamp Act as per State Government notification).
- The sub-lessee/allottee who develop the project through its subsidiary company shall be entitled for sub leasing the portion of allotted/leased land/built-up area in favour of the subsidiary, companies and the first transfer by such subsidiary company, of the said allotted/leased land/built-up area which is being developed or proposed to be developed by the subsidiary shall be without any transfer charges. However, for subsequent transfer/sub-lease, transfer charges as per prevailing policy (at the time of transfer) of the Lessor/NOIDA Authority shall be payable.



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[Signature]
Lessor

For *[Signature]*
Lessee
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[Signature]
Logix Heights Pvt. Ltd

Sub-Lessee 21



- 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 NOIDA or any Authority.
 - The subsidiary company(ies) in whose favour sub lease deed is permitted shall be entitled to mortgage the portion of land which is being developed by them, as per rules of the Authority.
 - Areas are tentative and can be increased or decreased at the time of handing over of possession. If any un-resumed land falls within the area on offer, efforts will be made to resume it or to shift elsewhere.
 - The allottee/sub-lessee shall abide by the suggestions of State Government if any, in the master plan of NOIDA.
 - Sub lease of land / built-up area shall be allowed on the basis of approved layout and building plans by NOIDA.
- (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 NOIDA shall be final and binding.
- (s) If due to any "Force Majeure" or any circumstances beyond NOIDA's control, NOIDA 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 NOIDA.
- (t) If the Sub-Lessee / Transferee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the NOIDA to ask the sub-lessee(s) / Transferee to remove the nuisance within a reasonable period failing which the NOIDA shall itself get the nuisance



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For Logix Builders & Promoters Pvt. Ltd.


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Sub-Lessee 22



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.

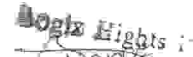
- (u) Any dispute between the Authority and Sub-Lessee(s)/ Transferee shall be subject to the territorial jurisdiction of the Civil Courts having jurisdiction over District Gautam Budh Nagar or the Courts designated by the Hon'ble High Court of Judicature at Allahabad.
- (v) The Lease Deed/Sub Lease 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 NOIDA (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 NOIDA or any other Authority duly empowered to levy the tax/charges.
- (y) Commercial premises/ residential premises as per the plans of the Sub-Lessee approved by NOIDA shall be used for commercial/residential purpose only. In case of default, the lease deed is liable to be cancelled and the Sub-lessee(s)/ Transferee will not be paid any compensation thereof.
- (z) Other buildings earmarked for community facilities shall not be used for purposes other than community requirements.
- (aa) All arrears due to the Lessor) would be recoverable as arrears of land revenue.
- (bb) The NOIDA in larger public interest may take back the possession decision in this regard shall be final and binding on the sublessee(s)/ Transferee.
- (cc) In case the NOIDA is not able to give possession of the land in any circumstances, deposited money will be refunded to





Lessor

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Sub-Lessee 



SUB LEASE PLAN

LESSOR : NOIDA AUTHORITY

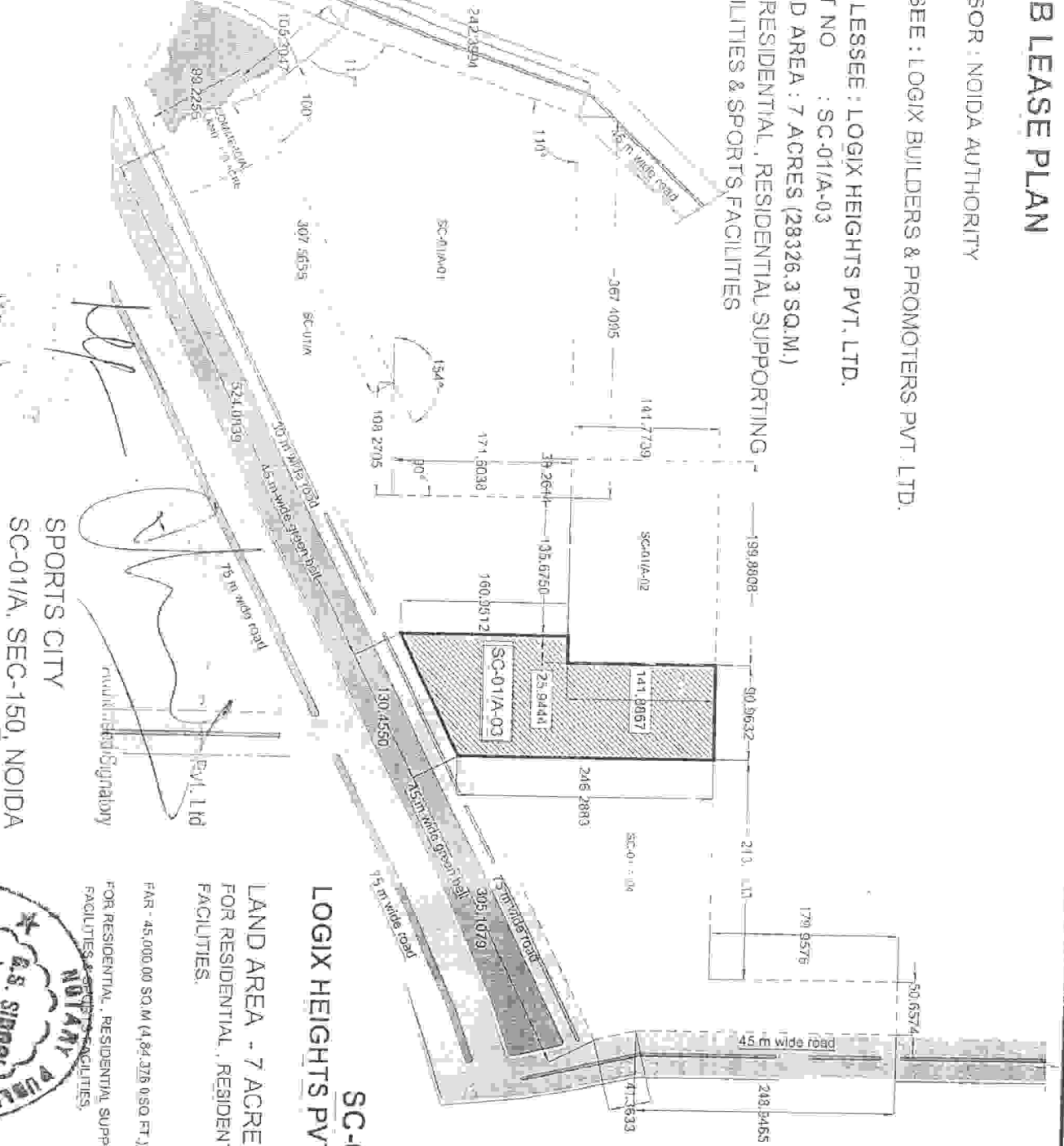
LESSEE : LOGIX BUILDERS & PROMOTERS PVT. LTD.

SUB LESSEE : LOGIX HEIGHTS PVT. LTD.

PLOT NO : SC-01/A-03

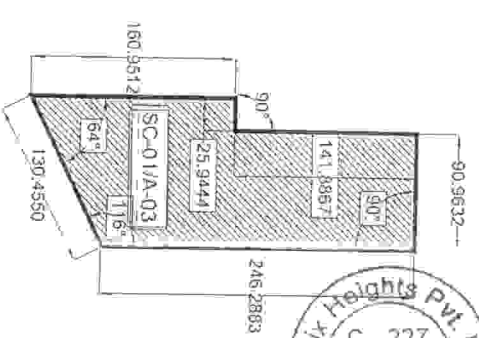
(LAND AREA : 7 ACRES (28326.3 SQ.M.)

FOR RESIDENTIAL, RESIDENTIAL SUPPORTING FACILITIES & SPORTS FACILITIES



PVT. LTD
 Authorized Signatory
 SPORTS CITY
 SC-01/A, SEC-150, NOIDA

PLOT : SC-01/A-03



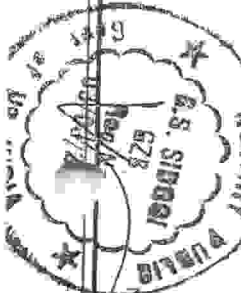
PLOT DIMENSIONS.

SC-01/A-03 LOGIX HEIGHTS PVT.LTD.

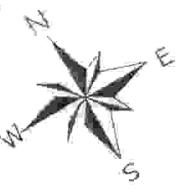
LAND AREA - 7 ACRE (28326.3 SQ.M)
FOR RESIDENTIAL, RESIDENTIAL SUPPORTING FACILITIES & SPORTS FACILITIES.

FAR - 45,000.00 SQ.M (4.84.376.050 FT.)

FOR RESIDENTIAL, RESIDENTIAL SUPPORTING FACILITIES & SPORTS FACILITIES.



NOTE: ALL DIMENSIONS ARE IN M.



19 JUL 2013





Phone No.0512-2550688
No.0512-2540383
Fax No.0512-2540423

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
O/o REGISTRAR OF COMPANIES, U.P. & UTTARAKHAND
10/499-B, Allenganj,
KANPUR- 208002

No.ROC/Misc./SKM/95

Dated: 11.04.2013

M/s. Logix Heights Private Limited,
85, Ground Floor, World Trade Centre,
Barakhamba Lane,
New Delhi-110001

Sub.: Issue of letter regarding Wholly owned Subsidiary Company

Sir,

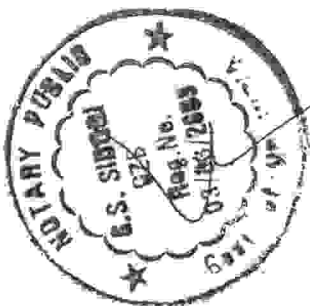
With reference to your letters dated 10.04.2013 on the subject cited above, I am to state that M/s. Logix Builders & Promoters Private Limited having its Registered office at 85, Ground Floor, World Trade Centre, Barakhamba Lane, New Delhi-110001 is holding 10,000 Equity shares of Rs. 10/- each totaling Rs.1,00,000/- (including 1 Equity share of Rs.10/- each totaling Rs. 10/- held through its nominee Shri Shakti Nath) i.e. 100% shares in M/s Logix Heights Private Limited having its Registered office at 85, Ground Floor, World Trade Centre, Barakhamba Lane, New Delhi-110001. As per documents/papers filed by the company, the paid-up share capital of M/s. Logix Heights Private Limited is Rs. 1,00,000/- divided into 10,000 Equity shares of Rs.10/- each and therefore as on date M/s. Logix Heights Private Limited is a wholly owned subsidiary company of M/s. Logix Builders & Promoters Private Limited.

This letter is issued on the basis of letter No. ROC/Misc/362 dated 09.04.2013 issued by The Registrar of Companies, NCT of Delhi & Haryana, affidavits filed by Shri Shakti Nathi, Director of M/s. Logix Builders & Promoters Private Limited and Shri Vikram Nath, Director of M/s. Logix Heights Private Limited and certificate dated 10.04.2013 from M/s. S.K. Gupta & Co., Company Secretaries.

Your attention is also invited that e-governance project namely MCA-21 has been implemented in the year 2006 and the required information/documents can be accessed from the Ministry's website www.mca.gov.in.

Yours faithfully,

(S P KUMAR)
REGISTRAR OF COMPANIES,
UTTAR PRADESH & UTTARAKHAND,




19 JUL 2013



the allottee as per the prevailing policies of NOIDA.

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 and on behalf of Lessee



For and on behalf of Lessor



For and on behalf of Sub Lessee


Witnesses:



1. S. J RAZA S/o Late Sh. S.M. HESNAM
Flat No - 805, Regalia Heights
Shipra Society, Indraprastha
Sahay

2. सतीश चंद्र पुत्र राजेश चंद्र
ए-14, एकाई, नगर
एवोडा कॉलोनी

ATTESTED
Advocate
NOTARY PUBLIC

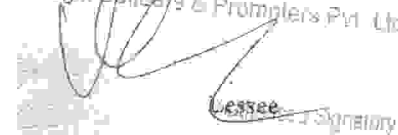


NOTARY PUBLIC
U.S. SINGH
Reg. No. 2008
Delhi-95



Lessor

For Logix Builders & Promoters Pvt Ltd



Lessee

Logix Heights

Sub-Lessee 24

9 JUL 2013



Logix Heights Pvt. Ltd.
C-227,
JIVEK
Vihar
Delhi-95

आज दिनांक 16/04/2013 को
वही सं 1 जिल्द सं 4942
पृष्ठ सं 159 से 212 पर क्रमांक 4349
रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



जे०एन० सिंह (प्रभारी)
उप-निबन्धक द्वितीय
नोएडा
16/4/2013