

Stamp Duty paid through E-Stamp Certificate No. : \_\_\_\_\_ dated \_\_\_\_\_

## **SUB-LEASE DEED**

Lessor

Lessee

Sub-Lessee

Office Space/ Unit No. : \_\_\_\_\_, Ace Medley Avenue, Plot No. **SC-01/A, Sector 150, Noida**

Floor : \_\_\_\_\_ Floor

Covered Area : \_\_\_\_\_ Sq. Ft. (\_\_\_\_\_ Sq. Mtr.)

Super Area : \_\_\_\_\_ Sq. Ft. (\_\_\_\_\_ Sq. Mtr.)

Sale Consideration : Rs. \_\_\_\_\_/-

Prevalent Circle Rate for Carpet Area : Rs. \_\_\_\_\_/- per Sq. Mtr.

**[35% of Rs. 3,22,500/- per Sq. Mtr. as applicable for Office Space on Ground Floor]**

Value of the Property as per Circle Rates : Rs. 10,256/-(in Lacs)

Stamp duty paid : Rs. \_\_\_\_\_/-

Circle Rates based on Circle rate list effective from 01.08.2018 (Page No. 33 Column No. 13 and Clause No. 2(A and B) on Page No. 66) for the Office Units situated in the Commercial Plots allotted by Noida Authority.

This **Tripartite Sub-Lease Deed** is made on this \_\_\_\_\_ day of \_\_\_\_\_ in the year **2019** 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

For and on behalf of  
New Okhla Industrial  
Development Authority

**LESSOR**

Shri \_\_\_\_\_  
(Authorized Signatory)  
for and on the behalf of  
Logix Builders & Promoters  
Pvt. Ltd.

**LESSEE**

Allottees name

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1976); hereinafter referred to as “Lessor”, which expression shall, unless the context does not admit include its successor and assign of one part;

AND

**LOGIX BUILDERS & PROMOTERS PVT. LTD.** (PAN # \_\_\_\_\_), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 301A, World Trade Tower, Barakhamba Lane, New Delhi 110001 and its Corporate Office at A-4 & 5, Sector 16, Noida – 201301, represented by its Authorized Signatory Mr. \_\_\_\_\_, S/o Shri \_\_\_\_\_, (AADHAR NO. \_\_\_\_\_) authorized vide Board Resolution dated \_\_\_\_\_ (hereinafter referred to as the ‘Lessee’), and to admit the execution thereof, which expression shall unless the context does not so admit include his/her/its successors, administrators, representatives and permitted assigns of the second part.

AND

\_\_\_\_\_ hereinafter called the “Sub-Lessee”, which expression unless the context does not so admit include his/her/theirs/its executors, administrators, representatives, and permitted assigns.

**WHEREAS** the Lessor is sole owner of Commercial Plot No. **SC-01/A**, admeasuring **5188.60** Sq. Mtrs., Sector-150, NOIDA, District Gautam Budh Nagar, hereinafter referred to as “**Demised Premises**” fully described together with all easements upon the said plot.

**AND WHEREAS** the Lessor has allotted the “demised premises” to the

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Lessee on \_\_\_\_\_ for purpose of construction of a building for purpose of setting up a commercial complex comprising of mall, hotel/restaurant and offices as per the terms of allotment cum reservation letter No. Noida/Commercial/2011/479 dated 04.05.2011 and whereas the Lessor has executed a Lease deed on 17-01-2012 and presented for registration before the Sub-Registrar II, NOIDA, Tehsil Dadri, District Gautam Budh Nagar (U.P.) on 18.01.2012 registered at Serial No. 527, in Book No. I Volume No. 3962 on Pages No. 129 to 178, hereinafter referred to as “Original Lease”, for a period of 90 years commencing from 17.01.2012. AND Whereas the Lessee has constructed a building on the demised premises referred to above and after completion of the building the Lessee can sell it in part or in full in accordance with the completion drawing without subdividing the demised premises to the person/persons at the mutually settled price.

WHEREAS the Lessee has made a request in writing to the Lessor that he has sold the Office Space No. \_\_\_\_\_, in building viz. Ace Medley Avenue \_\_\_\_\_ having Super Area measuring \_\_\_\_\_. (Covered area \_\_\_\_ Sq. mtrs. + Common area \_\_\_\_ Sq. mtrs.) situated at Plot No. SC-01/A, Sector 150, Noida, Distt. Gautam Budh Nagar strictly as per completion drawing for purpose of commercial complex comprising of mall, hotel/restaurant and offices against the sale consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

WHEREAS on receiving a written request from the Lessee to the above effect and upon receiving the consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) by the Lessee, the Lessor hereby agrees to grant the sub-lease of the commercial space in favour of the sub-lessee on the terms and conditions enumerated below:-

That in consideration of the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) paid by the Sub-Lessee to the Lessee, the Lessee has sold \_\_\_\_\_ in building namely Ace Medley Avenue situated at Plot No. SC-01/A, Sector 150, Noida having a total covered area measuring \_\_\_\_\_ Sq. Mtrs. AND bounded below:-

On the North by: As per site

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On the South by: As per site  
On the East by: As per site  
On the West by: As per site

The Commercial Space in the form of office is part of the commercial building namely Ace Medley Avenue constructed by the Lessee on the demised Plot No.SC-01/A, admeasuring **5188.60** Sq. mtrs. situated at Sector 150, NOIDA Distt Gautam Budh Nagar, Uttar Pradesh. The Lessee and the Sub Lessee have satisfied themselves about the correctness of the super area, workmanship, quality, fixture and fittings and the Lessor holds no responsibility for the same.

To hold the said Commercial built up space for establishing and running an office upto balance period of 90 years commencing from **17.01.2012.**

1. The Sub-Lessee hereby undertakes to pay the lease rent at the rate of Rs. \_\_\_\_/- (Rupees \_\_\_\_ only) per Sq. mtr on the covered area of commercial space per annum directly to the Lessor every year in advance subject to enhancement as per provisions of original lease deed. The above lease rent shall be revised after a period of every ten years from the execution of the original lease deed or from the date of allotment as may be applicable referred to above subject to the condition that it will not exceed **50%** of the lease rent payable at the time of such enhancement. Whereupon the Sub-Lessee shall be liable to pay the Lease rent in advance every year so enhanced.
  - 2 The failure on the part of the sub-lessee to pay the above lease rent on time, an interest @ 14% per annum compounded every half yearly or such other rate as Lessor may in its absolute discretion decide from time to time. However, this will be without prejudice to right of the Lessor of re-entry into the said commercial built up space for any default on account of non-payment of lease rent as mentioned above and the interest thereupon.
- 2(A) The Lessee shall however, continue to pay the proportionate lease rent for the unsold portion of the building which includes any

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portion of the building surrendered by the other Sub-lessee(s), as per the terms and conditions enumerated in the lease deed dated **17.01.2012**.

- 2(B) That the Sub-lessee shall in no case assign, relinquish, transfer even by way of change in constitution except prior permission of the Lessor. Such permission shall be granted subject to payment of transfer, charges prevailing at the time of deciding the transfer application.
3. The Lessee and Sub-lessee shall, severally and jointly, be responsible for maintenance of the building so constructed in workman like manner unto the satisfaction of the Lessor. The Lessor may, if not satisfied by maintenance of the building including any floor space, maintain through its agency and amount so spent on such maintenance may be recovered from the Lessee and Sub-lessee. Every Sub-lessee shall be severally and jointly liable to pay the maintenance amount so spent in proportion to floor space occupied by him/them. The decision of the Chief Executive Officer of the Lessor regarding the quantum of maintenance and the amount spent shall be final and binding upon the Lessee and Sub-lessee.
- 4 In case of default of payment of above amount, the dues can be recovered as arrears of land revenue from the Lessee or Sub-lessee as the case may be, and the same shall be subject to interest **@ 14%** per annum compounded half yearly along with recovery charges.
- 4 (A). The Lessee and Sub-lessee individually and severally shall be bound by the building regulations and directions of the Lessor. The Sub-lessee shall not do any act or action which are prejudice to the general safety, structural stability of the building and hereby indemnify the Lessor and Lessee in respect of any act or acts which may violate the general building regulations and directions.
5. All taxes, charges, fees assessment of every description imposed by any statutory body in respect of the floor space of the building purchased by the Sub-lessee or occupier shall be paid by the Sub-

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Lessee or Occupier, as the case may be.

6. The Sub-lessee shall abide by the provisions of U.P. Industrial Area Development Act, 1976 amended from time to time.
7. The Sub-lessee shall be bound by the general terms and conditions of allotment, original lease deed in respect of the **Plot No. SC-01/A, Sector- 150, NOIDA** whereupon this building namely **Ace Medley Avenue** is constructed and the same shall be jointly and severally binding on the Sub-lessee.
8. The original Lease Deed enumerated above shall deem to form part of this Sub-Lease.
9. In case of any dispute regarding interpretation of this Sub-lease, the opinion of the Chief Executive Officer of the Lessor shall be final and binding on the Lessee and the Sub-lessee.
10. Any dispute arising out of this Deed shall be subject to the territorial jurisdiction of the Civil Court, Gautam Budh Nagar or High Court of Judicature at **Allahabad**.
11. The sub lessee is required to make the office functional within one year from the date of execution of sub lease. In case of failure to do so, penalty as per prevailing rules shall be charged.

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**IN WITNESS WHEREOF THE PARTIES HERTO HAVE SIGNED THIS INDENTURE AT NOIDA, ON THE DAY, MONTH AND THE YEAR, FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES.**

In the presence of :

For & on behalf of  
**Lessor**

1. \_\_\_\_\_  
S/o \_\_\_\_\_  
\_\_\_\_\_  
[Witness]

For & on behalf of  
**Lessee**

2. \_\_\_\_\_  
S/o \_\_\_\_\_  
\_\_\_\_\_  
[Witness]

For & on behalf of  
**Sub-Lessee**

For and on behalf of  
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