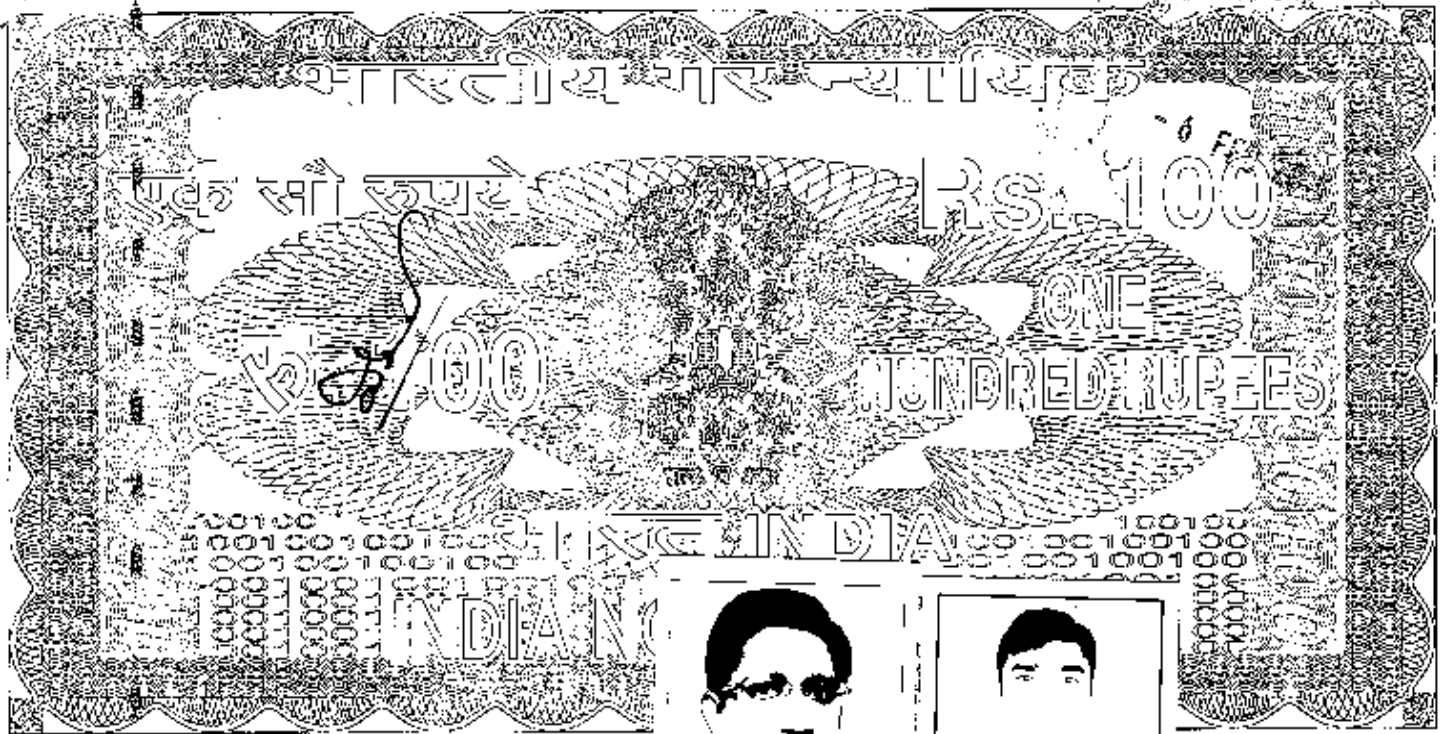
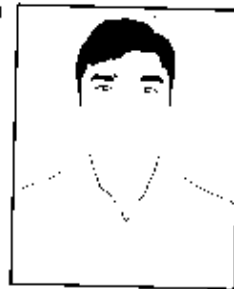


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उत्तर प्रदेश UTTAR PRADESH



CN 101049

This Stamp paper forms an
Integral Part of Sub Lease
Deed SC-01/C-A-12, Sector 150,
Noida

For Luckia Infra Developers Pvt. Ltd.

(Signature)

For Celerity Infrastructure (P) Ltd.

(Signature)
Authorised Signatory

28

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Celebrity Infoged machine put

Unit

A-4 85, Sec-16.

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SUB LEASE DEED

This Sub Lease Deed made on the 11th day of September, 2015 (Eleventh day of September Two Thousand and Fifteen)

BETWEEN

M/s Logix Infradevelopers Private Limited (SPC) having its registered office at 85, (Ground Floor), World Trade Center, Barakhamba Lane, New Delhi -110001 through its authorized signatory Shri Davender Saxena S/o Late Shri R. M. Rai Saxena R/o A-4, Sector-16, Noida duly authorized by the Board of Directors vide Resolution dated 2nd April, 2014, hereinafter called the "**Lessee**" (which expression shall unless the context does not so admit, include executors, representatives, administrators and permitted assigns) of the First Part.

AND

M/s Celerity Infrastructure Private Limited, (Owned subsidiary of Logix Infradevelopers Pvt. Ltd.) a Company within the meaning of Companies Act 1956, having its registered office at 85, (Ground Floor), World Trade Center, Barakhamba Lane, New Delhi -110001, through its authorized signatory Shri Amit Kumar Agarwal S/o Shri Ashok kumar Agarwal R/o Plot No. 5, Sector-127, Noida duly authorized by the Board of Directors vide resolution dated April 04, 2014, hereinafter called the "**Sub-Lessee**" (Subsidiary company) (which expression shall unless the context does not so admit, include executors, representatives, administrators and permitted assigns) of the Second Part.


WHEREAS the Lessor has through a sealed two bid tender system Sport City Plot No.SC-01 Sector-150, Noida admeasuring 800000 Sq.mts. awarded to the M/s Logix Infradevelopers Private Limited (Consortium) vide allotment-cum-reservation letter No. NOIDA/Commercial/2011/ 479 dated 4th May, 2011.

AND WHEREAS an area measuring 907987.81 sq.mtr . has been allotted and leased Part A, Plot no. SC-1/A, sector-150, Noida, 269430 Sq.mtr., Part B, SC-01/B, sector-150, Noida , 278761.8431 Sq.mtr., Plot no. SC-01/B-1A, sector-150, Noida 30,286 Sq.mtr.. Part C as SC-01/C, 204728 Sq.mtr., Plot No. SC-01/ C1, sector-150, Noida, 47080.1569 Sq.mtr. Plot no. SC-01/C2, sector-150, Noida 22400.8431 Sq.mtr. and plot No. SC-01/C-3, sector-150, Noida 55300.97 sqmtr.

AND WHEREAS the lease deed of sub divided sports city plot No.SC-01/C , plot no. SC-01/C1 , SC-01/C2 and plot No. SC-01/C3 Sector-150 was executed in favour of M/s Logix Infradevelopers Pvt. Ltd. and in between the Lessor, a body corporate constituted under section 3 of the UP industrial development Act 1976 (UP Act No.6 of 1976) and the Lessee.



Lessee


Sub-Lessee

उप पट्टा विलेख

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श्री

M/s Celerity Infrastructure Pvt Ltd द्वारा अमित कुमार अग्रवाल

पुत्र श्री

अशोक कुमार अग्रवाल

व्यवसाय अन्य

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दिनांक 15/9/2015

समय 4:16PM

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उप-निबन्धक द्वितीय

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15/9/2015

श्री M/s Logix Intradepvelopers Pvt Ltd

द्वारा देवेन्द्र सक्सेना

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श्री M/s Celerity Infrastructure Pvt Ltd द्वारा

अमित कुमार अग्रवाल

पुत्र श्री अशोक कुमार अग्रवाल

पेशा अन्य

निवासी प्लॉट नं0 5 से0 127 नोएडा जिला

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AND WHEREAS the project on the Sports City plot is required to be implemented in the manner Recreational (Sports, Institutional & Other Facilities and open areas) not less than 70%, Commercial not more than 2% and Residential including Group Housing (1650 persons per hectares on residential/group housing area only) 28%. Out of which commercial and residential including group housing is to be transferred/ sub leased in term of brochure of scheme and lease deed.

AND WHEREAS in compliance of the terms approved as per executed lease deed of sub divided sports city plot No.SC-01/C, Sector-150 in favour of M/s Logix Infradevelopers Pvt. Ltd. on 26th December, 2013 and registered in the office of the Sub-Registrar-III, vide Book No.-I Volume No. 5723 Page No.371 - 392 as Document No.15071 dated 27/12/2013, plot No.SC-01/C1, Sector-150 was executed on 28th March, 2014, vide Book No.-I Volume No. 5936 Page No.391 - 426 as Document No.3257 dated 29/03/2014, plot No.SC-01/C2, Sector-150 was executed on 28th March, 2014, vide Book No.-I Volume No. 5937 Page No.1 - 36 as Document No.3258 dated 29/03/2014 and plot No.SC-01/C3, Sector-150 was executed on 6th August, 2015, vide Book No.-I Volume No.6845 Page No 129 to 172 as Document No.5209 dated 06-08-2015 (hereinafter called as the "Lease") between the Lessor, a body corporate constituted under section 3 of the UP industrial development Act 1976 (UP Act No.6 of 1976) and the Lessee. The Lessor had demised on leasehold basis which is a part of Sports City Plot No SC-01, Sector-150 and more fully detailed and described in the schedule hereunto for 90 years commencing from lease deed.

AND WHEREAS the Lessee of the sub divided plot no. SC-01/C3 Sector-150, Noida admeasuring 55300.97 Sq.mtr. as per the terms and condition of brochure has requested for execution of Sub Lease Deed of the said plot in the name of its subsidiary company M/s Celerity Infrastructure Pvt. Ltd and the same has been approved by the Noida Authority vide letter No. NOIDA/Commercial/2015/1477 Dated. 11-09-2015. Thereupon, the **Plot No.SC-01/C-A12, Sector-150 measuring 55300.97 Sq.mtr** is to be developed by **M/s Celerity Infrastructure Pvt. Ltd.** Which is owned subsidiary company of Logix Infradevelopers Pvt. Limited.(lessee).

AND WHEREAS the plot hereinafter described forms part of the land acquired under the Land ACQUISITION Act 1894 and developed by the Lessor-for the purpose of setting up of an industrial township.

AND WHEREAS the Lessor has agreed to demise and the Sub-Lessee (Subsidiary company) has agreed to take on lease the said plot for development of Sports City for recreational, commercial and residential including group housing, subject to the condition that the activities considered to be a public nuisance/ hazardous shall not be carried out. Any activity, which creates noise pollution or air pollution or water/chemical pollution, shall not be allowed. All the allowed activities shall be only within the permissible Floor Area Ratio (F.A.R.). It shall entirely be the responsibility of the

By **Logix Infradevelopers Pvt. Ltd.**



Lessee

By **Celerity Infrastructure Pvt. Ltd.**



Sub-Lessee

ने निष्पादन स्वीकार किया।

निनको पहचान श्री दिनेश प्रताप सिंह

पुत्र श्री पारस नाथ सिंह

पेशा अन्य

निवासी बी 185ए पुल पहलादपुर न्यू दिल्ली

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पेशा अन्य

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लक्षणा: भंड लक्ष्मियों के निवास उंगले निवमानुसार लिखे गये हैं



रजिस्ट्रार/कर्मचारी अधिकारी के हस्ताक्षर

(एस0 के0 सिंह)
उप-निबन्धक द्वितीय
नोएडा

15/9/2015



Sub Lessee to obtain all statutory clearances from the concerned Authorities for its functioning. Lessor shall not be responsible for any consequences arising out of failure of the Lessee to receive any such statutory clearance.

The Sub lessee (Subsidiary company) shall carry out development as per norms specified in the Building Regulations and Directions of the NOIDA and as per layout plan duly approved by the Lessor.

The Sub Lessee (Subsidiary company) shall develop Community Hall, Library and Golf Club, Internal roads & Park, Circulation Space, Carpeting, Utilities etc. within the said sub- divided Plot of the Sub-Lessee. The remaining obligations for developing sports facilities as per the Lease Deed dated 6th August ,2015 executed in favour of Lessee shall be fulfilled by Lessee and remaining Sub Lessees.

LAND USE OF SPORTS CITY

The permissible broad break-up of the total area under SPORTS CITY for different land uses shall be as under:

- A. Recreational (Sports, Institutional & Other Facilities and open areas) not less than 70%
- B. Commercial not more than 2 %
- C. Residential including Group Housing (1650 persons per hectares on residential/group housing area only) 28%

Considering the above land use pattern following planning norms shall be applicable:-

- 1. Maximum permissible ground coverage of the entire land shall be 30%
- 2. Maximum permissible FAR on total land shall be 1.5.
- 3. FAR & Ground Coverage in recreational land uses shall be as per prevailing bye-laws.
- 4. Permissible FAR for land use shall be allowed in the entire area within set back lines.
- 5. There shall not be any restrictions on the ground Coverage and FAR in Residential including Group Housing and Commercial land use within the overall permissible limit of 30% ground coverage and 1.5 FAR on total land.
- 6. Ground coverage and FAR permissible for commercial use can be utilized for recreational and residential (group housing activities).
- 7. Unutilized portion of FAR on recreational component on completion of sports, institutional, other facilities and open areas can be utilized towards residential developments.
- 8. The open/green areas on the recreational component (i.e. sports activities such as Golf Course stadium etc., and open spaces) will be considered as open/green areas for entire land.


Lessee

For Celerity Infrastructure (P) Ltd.

Sub- Authorised Signatory

पट्टा दाता

Registration No.: 6029

Year: 2015

Book No.: 1

0101 M/s Logix Infradevelopers Pvt Ltd द्वारा देवेन्द्र सक्ता

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It is agreed and understood that the land use pattern and the planning norms including the FAR are applicable to the entire sports city plot. Thus, the Lessee and the Sub Lessee (Subsidiary company) may jointly decide the placement of the land use components and utilisation of the FAR anywhere within the sub divided areas of the entire plot no. SC-01/C Sector-150 in accordance with the provisions of Building Regulations and Directions of the Lessor.

1. **NOW THIS SUB LEASE DEED WITNESSETH AS FOLLOWS:**

That in consideration of the premium of Rs. 109,33,00,177/- (Rupees One Hundred Nine Crores Thirty Three lacs and One Hundred Seventy Seven only) out of which Rs. 21,86,60,036/- (Rupees Twenty One Crores Eighty Six Lacs Sixty Thousand and Thirty Six only) have been paid by the Lessee to the Lessor (the receipt thereof the Lessor hereby acknowledges). On the request of the lessee balance of Rs. 87,46,40,141/- (Rupees Eighty Seven Crores Forty Six Lacs Forty Thousand and One hundred Forty One only) which is to be paid by the Sub Lessee to the lessor within 2 year from the due date as intimated vide letter No. Noida /Commercial/2015/308 dt. 24-02-2015 alongwith interest @ 14% per annum compounded half yearly.

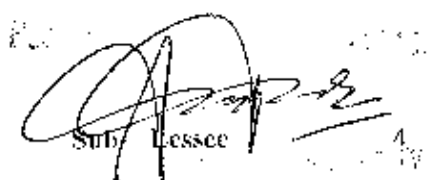
No separate notices for deposit of the installment/ lease rent shall be issued by Lessor. The SUB LESSEE shall ensure that the due installments along with interest are deposited on the due date or the previous working day if the due date is a bank holiday.

In case of failure to deposit the due installment by the due date, the LESSOR may cancel the allotment. However, in exceptional circumstances, an extension of time for payment of an installment can be permitted subject to payment of interest @ 19% p.a. (14% normal interest + 5% penal interest) compounded half yearly on the defaulted amount and for the defaulted period.

Provided further that Lessor shall accept all payments rendered otherwise by the Sub Lessee but of the payments made by the Sub Lessee shall first adjusted towards the interest due, if any, and thereafter, the balance shall be adjusted towards



Lessee



Sub Lessee

पट्टा गृहीता

Registration No. : 6029

Year : 2015

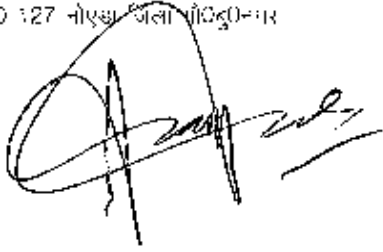
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the lease rent payment along with the due interest and the balance, if any, shall be adjusted towards the due installments.

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-A12, Sector- 150, New Okhla Industrial Development Area, District Gautam Budh Nagar** contained by measurement **55300.97 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 6th August, 2015, on the terms and conditions as given below:-

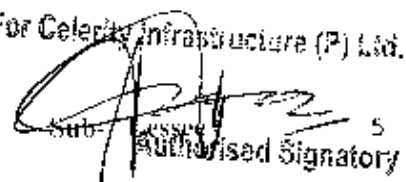
In addition to the premium of plot, the Sub-Lessee shall have to pay an yearly ground rent / lease rent in the manner indicated below:-

- (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.



Lessee

For Celerity Infrastructure (P) Ltd.


Sub-Lessee
Authorised Signatory

- (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.

II. AND THE SUB-LESSEE DOETH 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 I 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.

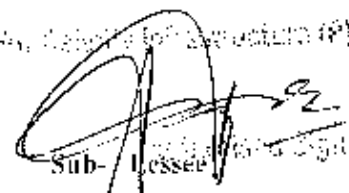
(d) The Sub-Lessee will bear, pay and discharge all rates, assessments of every description which during the said term to be assessed, charged or imposed upon either on the occupier in respect of demised premises or the buildings to be erected there upon.

(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



Lessee

Sub-Lessee for construction (P) Ltd.

Sub-Lessee

should have cleared upto date dues of the plot premium and lease rent.

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.

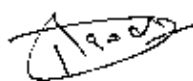
Provided that in the event of sale or foreclosure of the mortgaged/charged property, the LESSOR shall be entitled to claim and recover such percentage, as decided by the LESSOR, of the unearned increase in values of properties in respect of the market value of the said land as first charge, having priority 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



Lessee


Sub-Lessee

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 and commercial development/ construction may be completed in phases within 7 years. Furthermore, 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.

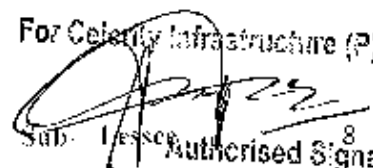
- (i) The allottee/ lessee/ sub-lessee shall be wholly and solely responsible for the implementation of the project and also for ensuring the quality of development / construction and subsequent maintenance of the building and services, till such time as the alternate agency for such work is identified 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).



Lessee

For Celentia Infrastructure (P) 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.




Lessee

For Sub-Lessee, [Signature] Ltd.


Sub-Lessee Authorized Signatory

- (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).
- (viii) The sub-lessee is not eligible for any preferential allotment of the residential plot or house under various scheme of NOIDA.
- (l) The sub-lessees / transferee(s) shall not use the Sports City plot for any purpose other than for which the plot is allotted. In case of violation of any allotment condition, the allotment shall be liable to be cancelled and the possession of the premises along with the structures thereon, if any, shall be resumed by the LESSOR.
- (m) The sub-lessee(s) / Transferee(s) will be liable to pay all rates, taxes, charges and assessment of every description imposed by any authority empowered in this behalf from time to time, in respect of the plot and the buildings constructed thereon.
- (n) If the Lessee/ sub-lessee(s) / Transferee(s) fail to deposit the due money / instalment within the given time or such extended period as is allowed by the LESSOR or commit any breach of the terms and conditions as laid down in this brochure, allotment letter, lease deed, the allotment / lease may be cancelled / determined and 30% of the total premium of the plot or the premium/instalments deposited till then along with lease rent, interest, extension charges etc. deposited, whichever is less, shall be forfeited in favour of the LESSOR. Balance amount, if any, after forfeiting the amount as indicated above, will be refunded without interest. Possession of the plot, along with the structures, if any, thereon, shall be resumed in favour of the LESSOR and the sub-lessee / transferee(s) shall not be entitled to claim any compensation for the same.
- (o) The allotment is found to be obtained by any misrepresentation, concealment, suppression of any material facts by the sub-lessee, the allotment of plot will be cancelled and / or lease will be determined, as the case may be. In addition, the entire money deposited by the sub-lessee(s)/ Transferee(s) shall be forfeited and legal action for such misrepresentation, concealment, suppression of material facts shall be taken.
- (p) The LESSOR reserves the right to all mines, minerals, coals, washing gold, earth oils, quarries, etc. in, over or under the allotted plot and full rights and powers at any time to do all the acts and things, which may be necessary or expedient for the purposes of searching, for working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the

Signature of Lessee



Lessee


Signature of Sports City

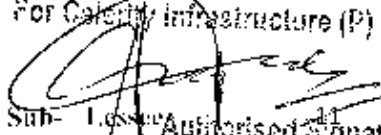


Sports City

allotted plot or for any building / structure standing thereon, provided always that the LESSOR shall make reasonable compensation to the sub-lessee for any damages-directly occasioned by the exercise of the rights hereby reserved. The decision of the LESSOR on the amount of such compensation will be final and binding on the lessee and all the sub-lessee(s) / Transferee(s).

- (q) The Lessee/ sub-lessee / transferee(s) shall make all such arrangements as are necessary for the maintenance of the buildings and common services on the allotted plot. If the buildings and common services are not maintained properly, the LESSOR shall have the right to get the maintenance done and recover the amount so spent from the sub-lessee / transferee(s). The sub-lessee and all the transferee(s) will be personally and severally liable for the payment of the maintenance amount. In case of any default in the payment of the maintenance amount, the dues will be recovered from the sub-lessee and all the transferee(s) as arrears of land revenue.
- (r) No objection will be entertained on the subject of amount spent on maintenance of the buildings and common services on the allotted plot and the decision of the LESSOR shall be final and binding on the sub-lessee and all the transferee(s).
- (s) The sub-lessee shall take all necessary permissions for sewerage, electricity, water connections etc. from the respective competent authorities at his own expenses.
- (t) The sub-lessee / transferee(s) shall keep the demised premises and buildings and the available facilities and surroundings etc. in a state of good and substantial repairs, safe, neat & clean and in good and healthy sanitary conditions to the satisfaction of the lessor and to the convenience of the inhabitants / occupants of the place.
- (u) The sub-lessee/Transferee shall abide by all the regulations, bye-laws, directions and guidelines of Lessor framed / issued under the U. P. Industrial Area Development Act 1976 and Rules made therein, and any other Act and Rules, from time to time.
- (v) In case of non-compliance of these terms & conditions and any other directions of Lessor, Lessor shall have the right to impose such penalty as it may consider just and / or expedient.
- (w) 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 Lessor.


Lessee

For Galaxy Infrastructure (P) Ltd.

Sub-Lessee Authorised Signatory

(x) In addition to the other specific clauses relating to the cancellation of the lease deed, the LESSOR will be free to exercise its right of cancellation of lease / allotment in the following case:-

- (1) If the allotment is obtained through misrepresentation, by suppression of material facts, mis-statement and / or fraud.
- (2) Any violation by the sub-lessee(s) / Transferee(s), of the directions issued or of the rules and regulations framed by LESSOR or by any other statutory body.
- (3) In case of default on the part of the sub-lessee or any breach/violation of the terms and conditions of the tender, allotment, lease deed and / or non-deposit of the allotment/ premium amount / instalments, lease rent etc.

If the allotment is cancelled on the grounds mentioned in para(1) above, the entire amount deposited by the sub-lessee(s) / Transferee(s) till the date of cancellation, shall be forfeited by the LESSOR and no claim, whatsoever, shall be entertained in this regard.

If the allotment is cancelled on the grounds mentioned in paras(2) or (3) above, amount equivalent to 30% of the total premium of the plot shall be forfeited and the balance, if any shall be refunded without any interest and no separate notice to the sub lessee(s) /Transferee(s) shall be given in this regard. After forfeiture of the amount as stated above, possession of the plot will be resumed by the LESSOR, along with the structures thereupon, if any, and the sub-lessee(s) /Transferee(s) will have no right to claim any compensation thereof.

III. AND IT IS MUTUALLY AGREED AND DECLARED BY IN BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWING:

1. That the Lessee/Sub-Lessee/ Transferee will not erect or permit to be erected on any part of the demised premises any stable, sheds or other structures of description whatsoever for keeping horses, cattle, dogs, other animals except and in so far as may be allowed by the Lessor in writing.
2. That the Sub-Lessee shall not exercise his / her/ their/ its option for determining the lease nor hold the Lessor responsible to make good the damage if by fire, tempest, flood or violence of army or of a mob or other irresistible force any material part of the demised premises is wholly or partially destroyed or rendered substantially or permanently unfit for building purposes.

Lessee


For Devel. & Infra. Services Pvt. Ltd.
Sub-Lessee 12
Authorized Signatory

3. If the Sub-Lessee does not abide by the terms and conditions of the lease and building bye laws or any other rules framed or directions issued by the Lessor the lease may be cancelled by the Lessor and the possession of the demised premises may be taken over by the Lessor followed by forfeiture of deposits as per prevailing policy.
4. Notwithstanding anything contained hereinbefore if there shall have been in the opinion of the Lessor (whose decision shall be final and binding) any breach by the Sub-Lessee or any person claiming through or under him / her / their / its, of any of the covenants or conditions hereinbefore contained and on his /her / their / its part to be observed and performed and in particular and without prejudice to the generality of the sub-clause, if the Sub-Lessee transfers, relinquishes, mortgages or assigns the whole or part of the demised premises it shall be lawful for the Lessor without prejudice to any other right or action of the Lessor in respect of any breach of agreement to re-enter the demised premises or any part thereof in the name of whole and determine this demise and thereupon if:
5. At the time of re-entry, if the demised premises has not 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.

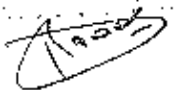
7. Any losses suffered by the Lessor on a fresh grant of demised premises or breaches of conditions aforesaid on the part of the Sub-Lessee or any persons claiming through or under him shall be recoverable by the Lessor from the Sub-Lessee.

Witnessed and signed by me,


Lessor


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 Officer 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. 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.


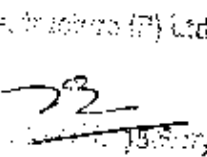

Lessee

For Celebrity Infrastructure (P) Ltd.

Authorized Signatory
Sub-Lessee

- (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 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.
- (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 fungible / transferable in different land use components as prescribed.

Lessee

For Lessee:  (Sub-Lessee)
 For Lessor:  (Lessor)

(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:

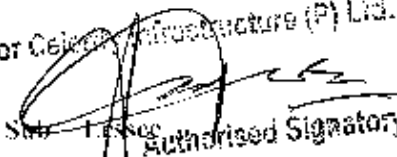
- The sub-lessee shall be entitled to sub-lease the sports, other facilities and institutional activity, with prior approval of NOIDA/Lessor.
- Commercial and residential area can be sub-leased without any approvals on tripartite agreement basis.
- The transfer of whole plot and sub-lease of built up 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.
- 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.

Lessee

Sub-Lessee

- 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).). Stamp duty exempted under the provision issued by State Govt. Finance Dept. Notification No. M-599/X-50 dt. 25-03-42.
- The 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.
- 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


Lessee

For Celis Infrastructure (P) Ltd.

Sub-Lessee
Authorised Signatory

भारत सरकार
कारपोरेट कार्य मंत्रालय
कार्यालय कम्पनी रजिस्ट्रार, उ.प्र. एवं
उत्तराखण्ड
10/499-बी, ऐलनगंज, खलासी लाइन,
कानपुर - 208002 (उ.प्र.)

वेबसाइट/ Website :

www.mca.gov.in

ई-मेल/ E-mail :

roc.kanpur@mca.gov.in

No. ROC/Misc/holding subsidiary/794

M/s CELERITY INFRASTRUCTURE PRIVATE LIMITED,
85, Ground Floor, World Trade Centre,
Barakhamba Lane,
New Delhi-110001

Sub: Request for Issue of letter regarding Holding/Subsidiary Company

Sir,

With reference to your letters dated 05.06.2014 on the subject cited above, I am to state that M/s Logix Infra developers Private Limited having its Registered Office at 85, Ground Floor, World Trade Centre, Barakhamba Lane, New Delhi-110001 is holding 9,990 Equity Shares of Rs.10/- each totaling Rs.99,900/- i.e. 99.90% shares in M/s CELERITY INFRASTRUCTURE PRIVATE LIMITED having its Registered Office at 85, Ground Floor, World Trade Centre, Barakhamba Lane, New Delhi-110001. The issued, subscribed and paid up capital of M/s CELERITY INFRASTRUCTURE PRIVATE LIMITED is Rs.1,00,000/- divided into 10,000 Equity Shares of Rs.10/- each and as such as on date M/s CELERITY INFRASTRUCTURE PRIVATE LIMITED is a subsidiary company of M/s Logix Infra developers Private Limited.

This letter is issued on the basis of Letter No. ROC/Misc/2886 dated 05.06.2014 issued by the Registrar of Companies, NCT of Delhi & Haryana, letter dated 05.06.2014 of M/s. Celerity Infrastructure Private Limited, affidavits dated 27.05.2014 filed by Shri Shakti Nath, Director of M/s Logix Infra developers Private Limited and M/s CELERITY INFRASTRUCTURE PRIVATE LIMITED and Certificate No. CN/SRA/2014-15/089 dated 02.06.2014 from M/s Saurabh Srivastava & Associates, Company Secretaries.


In terms of the provisions of Section 399 of the Companies Act, 2013, the required information/documents can also be accessed from the Ministry's website www.mca.gov.in or certified copy of the said documents can also be obtained on payment of the prescribed fee. Also refer to the provisions of Section 2(87) of the Companies Act, 2013 in the matter.

.....2

For LOGIX INFRA DEVELOPERS PVT. LTD.



For Celerity Infrastructure (P) Ltd.


Authorised Signatory

// 2 //

This letter is issued on the request of the concerned authority/company. In case, this letter is produced for the purpose of exemption from payment of revenue, the concerned department may take appropriate action on the merits of the case under the relevant laws, rules, regulations and due diligence without prejudice to the facts mentioned in this letter.



Yours faithfully,

(S.P. KUMAR)
REGISTRAR OF COMPANIES
UP & UTTARAKHAND
KANPUR.

For M/S. KANAKA DEVI & SONS PVT. LTD.

For M/S. KANAKA DEVI & SONS PVT. LTD.


For M/S. Kanaka Devi & Sons (P) Ltd.

Authorized Signatory

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 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 liveable 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


Lessee


Sub-Lessee



Dinesh

DINESH PRAGAS PRASAD



Manoj Kumar

the Sub-lessee(s)/ Transferee will not be paid any compensation thereof.

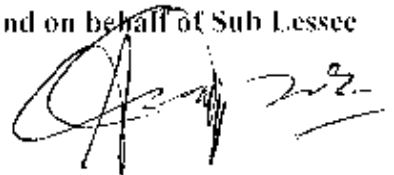
- (z) Other buildings earmarked for community facilities shall not be used for purposes other than community requirements.
- (aa) All arrears due to the Lessor) would be recoverable as arrears of land revenue.
- (bb) The NOIDA in larger public interest may take back the possession decision in this regard shall be final and binding on the sub lessee(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 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 Sub Lessee



Witnesses:

1.

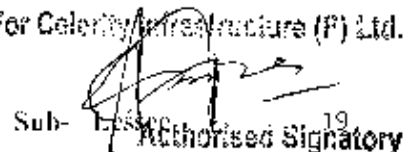


2. Manoj Kumar
S/o Brijender Singh
R/o A-1031, Mayapuri Vihar
PH - III, New Delhi



Lessee

For Celerity Infrastructure (P) Ltd.



Sub-Lessee
Authorized Signatory

आज दिनांक 15/09/2015 को

वही सं. 1 जिल्द सं. 6901

पृष्ठ सं. 57 से 100 पर क्रमांक 6029

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(एस0 के0 सिंह)

उप-निबन्धक द्वितीय

नोएडा

15/9/2015

