T. 6786/14

INDIA NON JUDICIAL

Government of Uttar Pradesh e-Stamp





Certificate No.

Certificato Issued Date

Account Reference Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UP00264182955570M

25-Feb-2014 12:12 PM

SHCIL (FI)/ upshcli01/ NOIDA/ UP-GBN

SUBIN-UPUPSHCIL0100303103722540M

MESSRS OASIS REALTECH PV1 LTD

Article 35 Lease

GH-01-TS-01/B, SEC-22D, YEIDA, G.B.NAGAR, U.P.

19,56,37,500

(Ninteen Crore Fifty Six Lakh Thirty Seven Thousand Five Hundred

only)

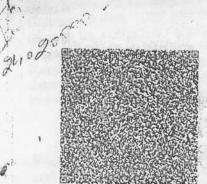
YEIDA

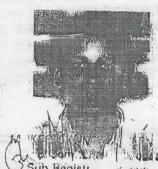
MESSRS OASIS REALTECH PVT LTD

MESSRS OASIS REALTECH PVT LTD

2,40,20,000

(Two Crore Forty Lakh Twenty Thousand only)





Greater Noida

Please write or type below this line ...

Manager (Property) Yamuna Expressway Indl They Authority Greater North

Logix Buildestate Pyt, Ltd.

Authorised Signatory

For Oasis Realtech Pvt. Ltd

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SUB LEASE DEED

MARKET VALUE AREA OF PLOT

Total Area

48,03,75,000/-: 37500 Sqm.

SALE CONSIDERATION PLOT NO .:

Rs. 19,56,37,500/-GH-01 at TS-01/B Sector 22D,

Yamuna Expressway Industrial Development Area, District Gautam Budh Nagar, Uttar Pradesh.

STAMP DUTY

Rs. 2,40,20,000/-

THIS SUB LEASE DEED is made at Yamuna Expressway Industrial Development Authority on this 26th, day of February, 2014.

BY AND BETWEEN

YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY, corporate constituted under Section 3 of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976) (hereinafter referred to as the LESSOR) which expression shall unless the context does not so admit include its successors and assigns of the FIRST PART

AND

M/s. Logix Buildestates Pvt Ltd, a company duly incorporated under the Indian Companies Act, 1956 and having its registered office at A-4 & 5, Sector-16, Nolda through its Authorized signatory Mr. Davender Saxena W/o Sh. Late Sh. R. M. Rai Saxena R/o A-4, Sector-16, Nolda duly authorized by its Board of Directors vide Resolution dated 05.02.2014 (hereafter referred to as the Developers/Lessee) which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns of the SECOND PART,

M/s Oasis Realtech Pvt Ltd a company incorporated under the Companies Act 1956 and having its registered office at 2473/13, Goverdhan Bihari Colony, Shahdara, Delhi-32 through its Authorized signatory Sh. Nitin Kochar Sio Sh. Raj Kumar Kochar R/o D-187, Sector-27, Nolda duly authorized by its Board of Directors vide Resolution dated 09/02/2014(hereinafter referred to as the SUB-LESSEE) which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns of the THIRD PART.

WHEREAS

The Authority invited bids under its Scheme Code YEA-RT-03 for allotment of various plots, including Plot No. TS-01/B, Sector 22D Yamuna Expressway Industrial Development Area, District Gautam Budh Nagar (Uttar Pradesh) for development of Residential Townships.

LESSOR

LESSEE

SUB-LESSEE

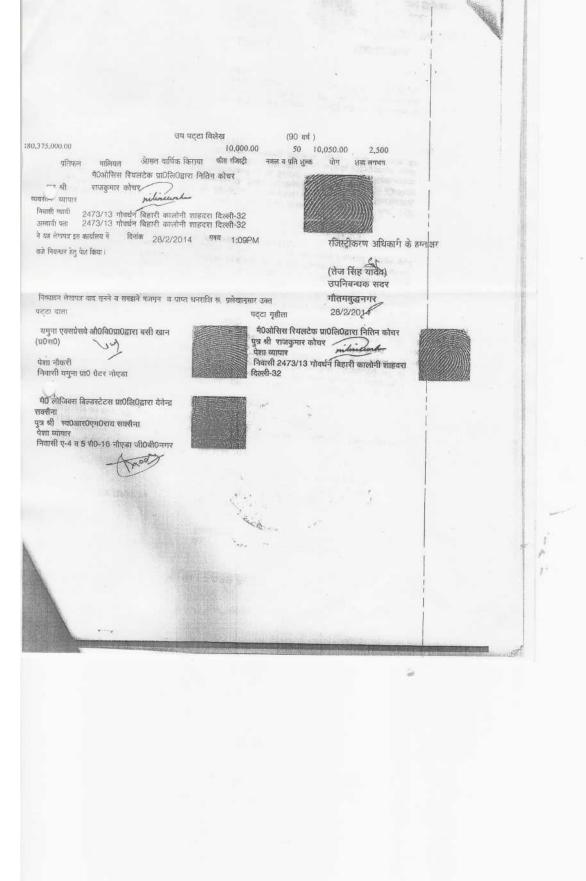
Logix Buildestate Byt. Ltd.

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Manager (Property)
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- The Leasure heroin was the successful bidder for Plot No TS-01/B Sector 22D, District Gautam Budh Nagar, Ultar Pradesh admeasuring 406109.44 square metres.
- The allotment letter / bid document / brochure provides that the Developers shall get the Lease Deed of the said plot executed in its own name for a period of 90 (27.04.2012) years from the date of its execution.
- d) The Authority as a Lessor vide Lease Deed dated 11.07.2013 duly registered with the Sub Registrar, Gautam Budh Nagar, Greater Noida, Uttar Pradesh registered in Book No 1, Jild No. 13707 Page No. 323 to 368 Document No. 17238 demised the said plot for a period of 90 years from the date of its execution in favour of the Lessee (hereinafter referred as the Lessee) on certain terms and conditions inter-alia, to develop and / or construct and thereafter transfer the developed plots / flats / units in the following manners
 - After the approval of the layout plan from the authority, the Lessee is transferring lease hold rights to Sub-Lessee through this sub lease deed as internal development work such as internal roads, sewerage, drainage, culverts, water supply, electricity distribution / transmission lines, street lighting etc., in that areas is in progress.
 - The Lessee is executing sub lease deed in favour of Sub-lessee.
 - On execution of this sub-lease deed, the sub-lessee will be bound to comply
 with the provisions of payment of proportionate share of lease premium, lease
 rent and all other charges payable to the Authority in the proportionate share of
 the land area so sublet as herein contained in this Sub-Lease deed.
 - The sub-lessee shall have to follow all the terms and conditions of allotment and lease deed executed by the Lessor in favour of Lessee. Any default on the part of such Sub-Lessee to fully implement the terms and conditions of the lease deed or scheme shall not be automatically considered as default of the Lessee. The Authority/Lessor shall be entitled to take any action against the sub-Lessee as has been mentioned in the scheme brochure and lease deed including cancellation of the sub-lease and forfeiture of the premium etc as per the terms and conditions of the Brochure/bid document/lease deed.
 - e) The layout plan of Developers / Lessee has been approved vide Lessor's letter No Plan/BP-21/812/201 dated 09.01.2014 The Lessee has started internal development work such as internal roads, sewerage, drainage, culverts, water-supply, electricity distribution/transmission lines, street lighting etc.
 - f) As per approved Layout Plan of the Builders Residential/ Group Housing plot, Lessee has further transfer Group Housing Plot No GH-01 at TS-01/B, Sector 22D area as enumerated in the approved Layout Plan

LESSOR

Manager (Property) one Expressway Indi. Dev. Authority Greater North LESSEE

Logix Buildestate Pvt. Ltd.

Authorised Signatory

SUB-LESSEE Qasis Realtech Pvt. Ltc

ने निप्पादन स्वीकार किया । जिनकी प्रदेशम श्री मनोज शर्मा पुत्र श्री अमरनाथ शर्मा - om a ंग्रा नीकरी मी एच-168/4 गामा-2 ग्रेटर नोएडा व भी भूपेन्द्र सिंह एस0पी0सिंह पुत्र श्री वंजा नौकरी निवासी एव-168/4 गामा-2 ग्रेटर नोएडा ने की ।

पन्यसनः भव गाक्षियों के निज्ञान अंगूठे निवमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यदिष) उपनिंबन्धक सदर गौतमबुद्धनगर 28/2/2014

to M/s. Casis Roultech Pvt Ltd (Sub Lexsee) a company incorporated under the companies act 1956 having its registered office at 2473/13, Goverdhan Hihart Colony, Shahidara, Delhi 32, for which sub-lease is being executed through this Sub-Lease Deed

The Lessee agree that area dedicated for Roads and Park and open spaces shall be incapable of being Sub-Leased independently. Lessee and sublessee shall be responsible, jointly and severally for the develop and maintain during the entire term of this deed, such area as per the norms of the Lessor, as may be fixed or amended from time to time. The Lessee shall have to resolve the issue of Development and maintenance of such entire area either wholly by itself or through its Sub-Lessee before making any request for permission to Sub-Lease

For the development and maintenance of such area, the Lessee/Sub-Lessee or its Sub-Lessees in turn shall have to make adequate financial arrangements to the satisfaction of the Lessor. It is an agreed condition of this Sub-Lease, and be incorporated in further Sub-Lease, that any default in such development/ maintenance of Road, Park and open area of the Lease shall constitute a material breach of the Lease Dead or further Sub-Lease Deed as the case may be and further that in the event of the Lessor (i.e. YEIDA) at any point of time is required to develop or maintain the Roads/ Parks and open area of the such area, then the cost thereof shall be proportionately recoverable from the ultimate sub-lessee of individual plots/ flats as the case may be and the same shall constitute a charge over such plot/ flat. The Sub-Lessee undertakes to incorporate such a covenant in every further sub lease.

A. MODE OF PAYMENT AND PAYMENT PLAN

- All payment should be made through demand drafts/pay orders drawn in favour of "YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any scheduled bank located in New Delhi / Noida / Yamuna Expressway Industrial Development Authority. The Sub lessee should clearly indicate his name and details of plot applied for/allotted on the reverse of the demand draft / pay order.
- 2. The Sub-Lessee has to pay Rs. 9,17,68,382/- (Rs. Nine Crore Seventeen Lakh Sixty Eight Thousand Three Hundred Eighty Two Only) premium and the Annual Lease Rent directly to the Lessor. The sub-lessee shall have to pay this balance premium as per prescribed schedule from the date of allotment of subdivision to Lessor along with interest @ 12.5.% p.a. The balance premium of the plot along with interest will be paid in 11 half yearly installments along with interest of Proportionate premium and Lease rent.
- In case of default in depositing the installments or any payment, interest @ 15% compounded half yearly shall be liable for defaulted period on the defaulted

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LESSEE

Logix Buildestate Pyt. Ltd.

For Oasis Realtech Pvt. Ltd.

SUB-LESSEE Authorized Signatory

Authorised Signatory

Manager (Property) Thorner Enwertiegy Indl. Dev. Authority Greater Maid:

पट्टा दाता

Registration No. 6786

Year: 2,014

Book No. ;

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- All payments should be remitted by dire date. In case the due date is a bank belieful then the Sub-lessee should ensure remittance on the previous working
- γ In case of default, this sub-lease deed be considered as cancelled without any further notice and the amount paid to the Lessor by the sub-lessee shall be forfeited. No interest will be paid on such amounts.
- 6 The payment made by the sub-lessee will first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the premium due and the lease rent payable
- 7. The Lease Rent prevalent at the time of execution of sublease deed shall be
- The total consideration of the plot is Rs. 17,62,50,000/- (Rs. Seventeen Crore Sixty Two Lakhs Fifty Thousand Only) @ Rs. 4700/- per sq. mtr. for 37500 sq.
- 9. The sub-lessee shall have to pay balance premium i.e. Rs 9,17,68,382/- of the plot sub-leased directly to the Lessor/Authority in the following manner:-

	Due Date	Principal	Interest	Instalment	Balance
	27.00				₹ 9,17,68,382
	27-02-2014	76,47,365	2294209.55	9941574.71	84121016.77
Inst-01	11-05-2014	76,47,365	5300776.40	12948141.56	76473651.61
inst-02	11-11-2014	76,47,365	4818887.64	12466252.80	
Inst-03	11-05-2015	76,47,365	4266286.93	11913652.09	68826286.45
Inst-04	11-11-2015	76,47,365	3855110.11		61178921.29
Inst-05	11-05-2016	76,47,365	The state of the s	11502475.27	53531556.13
Inst-06	11-11-2016	The second secon	3336555.90	10983921.06	45884190.97
Inst-07	The state of the s	76,47,365	2891332.58	10538697.74	38236825.80
Inst-08	11-05-2017	76,47,365	2370159.41	10017524.57	30589460.64
	11-11-2017	76,47,365	1927555.05	9574920.22	22942095.48
Inst-09	11-05-2018	76,47,365	1422095.64	9069460.81	15294730.32
Inst-10	11-11-2018	76,47,365	963777.53	8611142.69	
Inst-11	11-05-2019	76,47,365	474031.88		7647365.16
		1-111000	414031.00	8121397.04	0.00

The Premium & Lease Rent of the lessee shall be automatically reduced from the payable installment(s) and lease rent from the amount to be paid by the Sub-Lessee as proportionate premium and lease rent.

B. NORMS OF DEVELOPMENT

The land use breakup of the plot shall be as per the byelaws of the YEIDA.

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LESSEE

Logix Buildestate Pvt. Ltd.

Authorised Signatory

For Oasis Realtech Pvt. Ltd. SUB-LESSEE

पट्टा गृहीता

Registration No.: 6786

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2473/13 गोवर्धन बिहारी कालोनी शाहदरा दिल्ली-32 STRIPE





EXTENSION OF TIME

- In exceptional circumstances, the time for the payment of balance due amount of installment (other then reservation money and allotment money) may extended by the YEA. However, in such cases of time extension, interest @ 15% per annum compounded half yearly shall be charged on the outstanding amount for such extended period.
- 2. For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.

LEASE RENT C.

In addition to the premium of plot, the sub-lessee shall have to pay yearly lease rent in the manner given below:

- The Lessee has paid Annual lease rent @ 1% of total premium directly to the Lessor upto 25.02.2014.
- The lease rent will be payable by the Sub-lessee to the Lessor @ 1% of premium of the plot i.e Rs. 17,62,500/- (Rs. Seventeen Lakh Sixty Two Thousand Five Hundred Only) for the first 10 years of lease period.
- The lease rent may be enhanced by 50% after every 10 years i.e 1.5
- times of the prevailing lease rent.

 The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial
- Delay in payment of the advance lease rent will be subject to interest @ 15% per annum compounded half yearly on the defaulted amount for the defaulted period.
- The sub-lessee shall have to pay lease rent equivalent to 11 years, of the rate of lease rent prevailing at that time, as "One Time Lease Rent" before start of execution of further sub lease deed in favour of final purchasers of the flats on this allotted group housing plot.

POSSESSION D.

Possession of sub-leased plot will be handed over to the Sub-lessee by the Lessee. After execution of sub-lease deed, the sub-lessee shall be treated as allottee of lessor for the purpose of balance proportionate payments, implementation of the propose of balance proportionate payments, implementation of the project and compliance of terms and conditions of scheme brochure/ lease deed.

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EXECUTION OF SUB LEASE DEED

On execution of sub-lease deed, sub-lessee will be bound to comply with the provision of payments share of lease premium of land area so sublet, lease rent and all other charges payable to the YEA in the proportionate share of the land area so sublet

Such Sub-lessee shall be treated as an independent entity for purposes of land use, building bye laws and payments to the YEA. Sub-lessee shall obtain NOC from the Lessor before allotting any built up spaces to anybody.

Any default on the part of such Sub-lessee to fully implement the terms and conditions of the lease deed or the scheme shall not be automatically considered as default of the Lessee as has been mentioned in the scheme brochure including cancellation of the sub-lease and forfeiture of the premium etc as per the terms and conditions of this brochure.

The LESSOR will monitor the implementation of the project.

In case of default, render the Sub-lease liable for cancellation and the Sub-

lessee will not be paid any compensation thereof.

The Sub-lessee shall execute an indemnity bond, indemnifying the LESSOR unequivocally against any consequences of a situation where the LESSOR is not able to give possession of the acquired land and/or of the un-acquired land. In such a situation the liability of the LESSOR shall be limited to refund, without interest, to the sub-lessee, the deposit, if any, made by the sub-lessee against that portion of the land of which possession could not be delivered to the sublessee by the LESSOR.

5. The Sub-Lessee will have to earmark areas for multi-storey/ independent flats/houses and plotted development and permissible ground coverage & FAR shall be as per permissible regulations.

6. After the approval of the lay-out plan from the Lessor, the Sub-Lessee shall have the option to further Sub-Lessee may also develop the demised plot in the shape of individual flats/ residential plots and that for shops and thereafter further Sub-Lease the same in accordance with the provisions contained hereinafter. Provided that the Sub-Lessee shall Sub-Lease an area only after the internal Development work such as internal-roads, sewerage, drainage, culverts, water supply, electricity, distribution/transmission lines, street lighting etc. in that area is in full swing.

 The Sub-Lessee can implement/develop the project through its multiple subsidiary companies with the prior approval of the Lessor. The Sub-Lessee/ Allottee who develop the project through its subsidiary company shall be entitled for sub-leasing the portion of allotted/ Sub-leased plot/ built-up-area in favour of the subsidiary companies and the first transfer by such 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 sharpes as not charges. However, for subsequent transfer/ sub-lease, transfer charges as per prevailing policy (at the time of transfer) of the Lessor shall be payable

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LESSEE

Logix Buildestate Pvt. Ltd. 000

Authorised Signatory

For Oasis Realtech Pvt, Ltd. SUB-LESSEE

The permission to transfer the part or the built up space will be granted subject to execution of tripartite sub-lease deed which shall be executed in a form and format as prescribed by the Lessor on the fulfillment of the following conditions:-

a) The Lease Deed of plot has been executed and the Lessee has made the payment according to the schedule specified in the lease deed of the plot, interest and one time lease rent. Permission of sub-lease deed shall be granted phase wise on payment of full premium (with interest upto the date of deposit) of the plot area of that phase.

b) Every sale done by the Sub-Lessee shall have to be registered before the physical possession of the property is handed over

- The Sub-Lessee has to obtain building occupancy certificate from Planning Department, YEIDA (Lessor).
- d) The Sub-Lessee shall submit list of individual allottees of flats within 6 months from the date of obtaining occupancy certificate.
- e) The Sub-Lessee shall have to execute tripartite sub lease in favour of the final purchaser/s for the developed flats/plots in the form and format as prescribed by the LESSOR
- The Sub-Lessee undertakes to put to use the premises for the residential use of residential area only.
- The Sub-Lessee shall pay an amount of Rs.1000/- towards processing fee and proportionate (pro-rata basis) transfer charges and lease rent as applicable at the time of transfer and shall also execute tripartite sub lease deed between Lessor, Sub-Lessee and final purchaser of developed flats/plots. The Lessee / sub Lessee shall also ensure adherence to the building regulations and directions of the Lessor. The Lessee as well as sub Lessee shall have to follow rules and regulations prescribed in respect of lease hold properties and shall have to pay the charges as per rules of the Lessor/Government of U.P.

The transfer charges shall not be payable in case of transfer between son/daughter, husband/wife, mother/father and vice versa or between these six categories. A processing fees of Rs.1,000/- will be payable in such case. The transfer of the flat in favour of the 1st sub-lessee shall be allowed without any transfer charges but tri partite sub lease deed will be executed between the Lessor and Sub-Lessee and the final purchaser/s of developed flats/plots. However, a processing fees of Rs.1,000/- will be payable at the time of transfer/execution of the sub-lease deed. The physical possession of dwelling units/flats/plots will be permitted to be given after execution of the tripartite sub-

h) Every transfer done by the Sub-Lessee shall have to be registered before the physical possession of the flat/plot is handed over.

F. INDEMNITY

The sub-lessee shall execute an indemnity bond, indemnifying the lessor against all disputes arising out of:-

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Logix Buildestate Pvt. Ltd.

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For Oasis Realtech Pvt. Ltd. SUB-LESSEE

Non-completion of the Project

Quality of construction

1. Any other legal dispute arrang out of allotment, lease, sub-lease etc.

The sub-lessee shall be wholly and solely responsible for implementation of the Project and except the land which it has subleased to any individual or entity shall also wholly and solely be responsible for ensuring quality development and subsequent maintenance of the buildings and services till such time an expectation of the subsequent maintenance of the buildings and services till such time and subsequent maintenance of the subsequent mai appropriate alternate agency for such work/ responsibility is identified legally by the sub-lessee. Thereafter the agency appointed by the Sub-lessee will be responsible to the Authority for maintenance and service of the constructed flats / buildings.

CONSTRUCTION

- 1. The sub-lessee is required to submit building plan for approval within 9 months from the date of execution of this sub lease deed and shall start construction within 18 months from date of execution of sub lease.
- 2. Date of execution of sub lease deed shall be treated as the date of possession. The sub-lessee shall be required to complete the construction of group housing pockets on sub-leased plot as per approved layout plan and get the occupancy certificate issued from Building Cell / Planning department of the LESSOR in maximum 7 phases within a period of 10 years from the date of execution of original lease deed. The Lessee / sub lessee shall be required to complete the construction of minimum FAR as per the bye laws of the allotted plot as per approved layout plan and get occupancy / completion certificate of the first phase accordingly issued from the building cell of the LESSOR within a period of three years from the date of execution of sub-lease deed.

In case of plotted development, the final purchaser/sub-lessee of plot shall have to obtain completion certificate from the LESSOR within a period of 5 years from the date of execution of sub-lease deed.

- 3. All the peripheral/external development works as may be required to be carried out upto the allotted plot including construction of the approach road, drains culverts, electricity distribution/ transmission lines, water supply, sewerage will be provided by the Lessor. However, all the expense as may be required to connect these services with the internal system of services of plot shall be incurred by the Sub-Lessee. The lessee shall provide access to the Sub-Leased plot as per current approved Layout Plan/ Master Plan of the Project.
- 4. Without prejudice to the Lessor's right of cancellation, the extension of time for the completion of Project, can be extended for a maximum period of another three years only with penalty as under:-
 - For first year the penalty shall be 4% of the total premium
 - For second year the penalty shall be 5% of the total premium
 - For third year the penalty shall be 6% of the total premium.

Extension for more than three years, normally will not be permitted.

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LESSEE

Logix Buildestate Pvt, Ltd.

Authorised Signatory

For Oasis Realtech Pvt. Lt. SUB-LESSEE

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- 5. In case the sub-lessee does not construct building within the time provided including extension granted, if any, for above, the allotment / lease deed / sublesse deed as the case may be, shall be liable to be cancelled. Sub-Lessee shall lose all rights to the allotted land and buildings appurtenant thereto.
- 6 There shall be total liberty at the part of Lessee / Sub-Lessee to decide the size of the flats / plots (in case of plotted development) or to decide the ratio of the area for flatted / plotted development.

H MORTGAGE

The Sub-Lessee may, with prior permission of the Lessor, mortgage the land to any Financial Institution(s) / Bank(s) for raising loan for the purpose of financing his investment in the project on receipt of payment by sub-lessee or on receipt of assurance of payment by bank or under any other suitable arrangement in mutual settlement amongst the LESSOR, developer and the financial institution(s) / Bank(s). As regards the case of mortgaging the land to any Financial Institution(s)/

Bank(s) to mortgage the said land to facilitate the housing loans of the final purchasers, N.O.C. may be issued subject to such terms and conditions as may be decided by the LESSOR at the time of granting the permission.

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 the preemptive 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/court.

I. MISUSE, ADDITIONS, ALTERATIONS ETC.,

In case of violation of any of the conditions, allotment/sub lease shall be liable to be cancelled and possession of the premises along with the structure(s) thereon, if any, shall be resumed by the LESSOR.

The sub-lessee will not make, any alteration or additions to the said building or other erections for the time being on the demised premises, erect or permit to erect any new building on the demised premises without the prior written consent of the Lessor and in case of any deviation from such terms of plan, shall immediately upon receipt of notice from the Lessor requiring him to do so, correct such deviation as aforesaid.

LESSOR

LESSEE

Logix Buildestate Pvt. Ltd.

Authorised Signatory

For Oasis Realtech Pvt. Ltd. SUB-LESSEE

If the Sub-lessed(s) tails to correct such deviation(s) within a specified periods of time after the receipt of such notice then it will be lawful for the Lessor to cause such deviation to be corrected at the expense of Sub-lessee who hereby agree to reimbrose by paying to the tessor such amounts as may be fixed in that behalf.

J. LIABILITY TO PAY TAXES

The Sub-lessee or allottee(s) / final purchasers of sub-lessee shall be liable to pay all rates, taxes, charges and assessment of every description imposed by any Authority empowered in this behalf, in respect of the plot, whether such charges are imposed on the plot or on the building constructed thereon, from time to time.

K. OVERRIDING POWER OVER THE DORMANT PROPERTIES

The lessor reserves the right to all mines, minerals, coals, washing gold earth oil, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the flats or for the structure time being standing thereon provided always, that the Lessor shall make reasonable compensation to the Sub-lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the LESSOR on the amount of such compensation shall be final and binding on the Sub-lessee.

L. MAINTENANCE

- The sub-lessee at his own expenses will take permission for sewerage, electricity and water connections from the concerned departments.
- The sub-lessee shall have to plan a maintenance program whereby the entire demised premises and buildings shall be kept:
 - a) In a state of good condition to the satisfaction of the Lessor at all times.
 - b) and to make available required facilities as well as to keep surroundings at all times neat and clean, good healthy and safe condition according to the convenience of the inhabitants of the place. And ensure that all garbage/waste of the sector shall be disposed off at the earmarked place/land fills sites as per the policy of the LESSOR for similar sectors.
- The sub-lessee shall abide by all regulations, Bye-laws, Directions and Guidelines of the LESSOR framed / issued under section 8,9 and 10 or under any other provisions of U.P. Industrial Area Development Act 1976 and rules made therein.
- In case of non-compliance of terms and directions of LESSOR, the LESSOR shall have the right to impose such penalty as the LESSOR may consider just and expedient.

LESSOR

LESSEE

Logix Bulldestate Pyt. Ltd.

Authorised Signatory

For Oasis Realtech Pvt. Ltd. SUB-LESSEE

The Lessee/aut lessee shall make such arrangements as are necessary for maintenance of the building and common services and if the building is not maintained properly, the LESSOR will have the power to get the maintenance done through any other Authority and recover the amount so spent from the Lessee/ sub-lessee. The Lessee/ sub-lessee will be individually and severally liable for payment of the maintenance amount. The rules / regulation of U.P. Flat Ownership Act, 1975 shall be applicable on the sub-lessee. No objection to the amount spent for maintenance of the building by the Lessee/LESSOR shall be entertained and decision of the LESSOR in this regard shall be final.

M. CANCELLATION OF SUB-LEASE DEED

In addition to the other specific clauses relating to cancellation, the LESSOR, as the case may be, will be free to exercise its right of cancellation of sub-Lease in the case of:

- Sub-lease being obtained through misrepresentation/suppression of material facts, mis-statement and/or fraud.
- Any violation of directions issued or rules and regulation framed by any Authority or by any other statutory body.
- Default on the part of the Sub-lessee for breach/violation of terms and conditions of and/or non-deposit of due amounts.
- 4. If at the time of cancellation, the plot is occupied by the sub-lessee thereon, the amount equivalent to 25% of the total premium of the plot shall be forfeited and possession of the plot will be resumed by the LESSOR with structure thereon, if any, and the sub-lessee will have no right to claim compensation thereof. The balance, if any shall be refunded without any interest. The forfeited amount shall not exceed the deposited amount with the Authority and no separate notice shall be give in this regard.
- If the sub-lease deed is cancelled on the ground mentioned in para M1, above, the entire amount deposited by the sub-lessee, till the date of cancellation shall be forfeited by the LESSOR and no claim whatsoever shall be entertained in this regard.

N. OTHER CLAUSES

 The 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.

In case of any clarification or interpretation regarding these terms and conditions, the decision of Chief Executive Officer of the Lessor shall be final and binding.

3. If due to any "Force Majeure" or such circumstances beyond the Lessee control, the Lessee is unable to make allotment or facilitate the sub-lessee to undertake the activities in pursuance of executed lease deed, the deposits depending on the stages of payments will be refunded along with simple interest @ 4% p.a., if the delay in refund is more than one year from such date.

LESSOR

Basi Kilom Manager (Program) LESSEE Logix Byildestate Pvt. Ltd. For Oasis Realtech Pvt. Ltd.

Authorized Signatory

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- If the Sub-Lessee commits any act of omission on the demised premises resulting in nuisance, it shall be lawful for the Lessor to ask the Lessee/sublessee to remove the nuisance within reasonable period failing which the LESSOR shall itself get the nuisance removed at the Sub-Lessee's cost and charge damages from the Sub-Lessee during the period of submission of
- Any dispute between the Lessor and Lessee/Sub-Lessee 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.
- The Sub Lease Deed 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.
- The Lessor will monitor the implementation of the project
- The Lessee/sub-lessee of the Lessee shall be liable to pay all taxes / charges livable from time to time by the Lessor or any other authority duly empowered by them to levy the tax/charges.
- In case of default of condition in brochure/tender documents and bye-laws of the lessor, render the sub-lease liable for cancellation and the sub-lessee will not be paid any compensation thereof.
- 10. Other buildings earmarked for community facilities can be used for purposes other than community requirements.
- 11. All arrears due to the Lessor would be recoverable as arrears of land revenue.
- 12. The Sub-Lessee shall not be allowed to assign or change his role, otherwise the sub-lease deed shall be cancelled and entire money deposited shall be
- 13. The Lessor in large public interest may take back the possession of the land/building by making payment at the prevailing rate.
 14. In case the Lessee is not able to give possession of the land in any circumstances, deposited money will be refunded to the Sub-lessee with simple
- 15. All terms and conditions of brochure and its corrigendum, allotment, building bye-laws and as amended from time to time shall be binding on the Lessee.

LESSOR

Logix Buildestate Pvt. Ltd.

Authorised Signatory

For Oasis Realtech Pvt. Ltd. SUB-LESSEE

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East: West:

As per Plan attached

South: North:

In witnesses whereof the parties have hereunto set their hands on the day, month and the year first above written.

In presence of Witnesses

1. // mossher + - 1. A. A. Herr - > H-160/4 Come - > Concess

Signed for and on behalf of LESSOR

2.

Signed for and on behalf of LESSEE

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For Oasis Realtech Pvt. Ltd.

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आज दिनांक <u>28/02/2014</u> को वहीं सं <u>1</u> जिल्द सं <u>15254</u> पृष्ठ सं <u>391</u> से <u>420</u> पर कमांक <u>6786</u> रिजस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(तेज सिंह यादेव) उपनिबन्धक सदर गीतमबुद्धनगर 28/2/2014

Maria (Maria Andrea

