

(Lessor)

(Lessee)

(Sub Lessee/s)

TRIPARTITE SUB-LEASE DEED

Unit No. : _____
Floor : _____
Tower : _____
Super Built up Area : _____ Sq. Ft. (____ Sq. Mtrs.)
Covered Area : _____ Sq. Ft. (____ Sq. Mtrs.)
Carpet Area : _____ Sq. Ft. (____ Sq. Mtrs.)
Property Type : IT/ITES Unit
Sale Consideration : Rs. _____/-
Prevalent Circle Rate for Carpet Area : Rs. _____/- per Sq. Mtrs.
[_____% of Rs. _____/- per Sq. Mtr.]
Value of the Property as per Circle Rates : Rs. _____/-
[With _____ Car Parking]
Stamp duty paid @ 5% : Rs. _____/-

CIRCLE RATE REFERENCE: _____
of the current Government Circle Rate List as applicable in NOIDA, District Gautam Buddh Nagar (U.P.). Floor
vice Rebate mentioned on Page No. _____ of the Current Government Circle Rate List.

THIS TRIPARTITE SUB-LEASE DEED is entered on this _____ day of _____ 20____ at Noida
(hereinafter referred to as Tripartite Sub-Lease Deed")

(Lessor)

(Lessee)

(Sub Lessee/s)

BY AND BETWEEN

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY, District Gautam Budh Nagar, Uttar Pradesh, a body corporate, constituted under section 3 read with section 2(b) of Uttar Pradesh Industrial Area Development Act, 1976 through its authorized person **Mr.** _____ (Employee Code No. _____) S/o _____ of Noida Authority, Sector-6, Noida, Distt. G.B. Nagar (U.P.), do hereby appoint and constitute **Mr.** _____ (Employee Code No. _____) S/o Mr. _____, of Noida Authority, Sector-6, Noida, Distt., G.B. Nagar, U.P. AUTHENTICATED ATTORNEY, Sub Registrar _____, Noida in Book No. ____ - Volume No. _____, on pages ____ to ____ as document no. ____ on dated _____, (hereinafter referred to as "LESSOR", which expression shall, unless contrary or repugnant to the context thereof include its successor and assign).

AND

M/s EXOTICA INFRA TECH LLP (PAN: AAKFE9860C / LLPIN ACF-6486), a Limited Liability Partnership duly incorporated under the Limited Liability Partnership Act, 2008 having its Registered Office at 228, Basement, Jagriti Enclave, New Delhi-110092 (India) and Corporate Office at Plot No. H-63, Sector-63, Noida-201301, Uttar Pradesh (India) represented by its Authorized Signatory _____ S/o _____ (Aadhaar No. XXXX XXXX _____) duly authorized vide Authority Letter dated _____ issued by the Designated Partners, hereinafter referred to as the "LESSEE", which expression, unless repugnant to the subject or context, shall include its successors and permitted assigns;

AND

Mr./Mrs. _____ (PAN No. _____)
(AADHAAR Card No. _____) S/W/o _____
R/o _____ ;
hereinafter referred to as the "SUB-LESSEE" which expression unless repugnant to the subject or context, shall include his/her/their/its successors and permitted assigns etc.

Whereas the Lessor, allotted and leased, the Plot No. A-3A, Sector-132, Noida, Gautam Budh Nagar, U.P. admeasuring 20242.60 Sq. Mtrs. for development of IT/IT Enabled Services, in favour of **M/s Abloom Infotech Private Limited** now re-constituted as **M/s Exotica Infratech LLP ("Lessee" or "Promoter")** for a period of 90 years commencing from **24.08.2006** by virtue of Lease Deed executed on **30.08.2006** and duly registered bearing **Registration No. 7138, in Book No. 1, Volume No. 1427, on Pages 191 to 390, duly registered in the office of Sub-Registrar-II, Noida (hereinafter referred to as "Lease Deed")**

(Lessor)

(Lessee)

(Sub Lessee/s)

AND WHEREAS the "LESSEE" has been developing an IT/ITES Project on the said Leased Land and constructed Tower _____ & Retail Units on the said Leased Land and the total ground coverage of Tower _____ & Retail Units is _____ Sq. Mtrs., consisting of a total constructed floor area of _____ Sq. Mtrs. (the "Built-up Area") in accordance with the terms and conditions of the Lease Deed and as per the plans sanctioned by the "LESSOR".

AND WHEREAS the "LESSEE" in the terms of the covenants reserved in its favour, has agreed to Sub-Lease to the "SUB-LESSEE" a Covered area of _____ Sq. Ft. i.e. (_____ Sq. Mtrs.) and having Super Area of _____ Sq. Ft. i.e. (_____ Sq. Mtrs.) more particularly demarcated as Unit No. _____ on _____ Floor in Tower _____ of 'EXOTICA 132' being developed by LESSEE at Plot No. A-3A, Sector-132, Noida, District Gautam Budh Nagar, Uttar Pradesh, and particularly described in the site plan/floor plan annexed herewith as Annexure-1, together with all rights of easements and appurtenance in respect of the aforesaid demarcated built-up space along with undivided share in common portions, passages and facilities. hereinafter referred to as the "Sub-Leased Premises".

AND WHEREAS the "LESSEE" and the "SUB-LESSEE" are desirous of executing a Tripartite Sub-Lease Deed in respect of the aforesaid area agreed to be sub-leased to the SUB-LESSEE by the "LESSEE".

NOW, THIS TRIPARTITE SUB-LEASE DEED WITNESSETH AS FOLLOW:

1. That in consideration of a premium of Rs. _____/- (**Rupees _____ Only**) out of which a sum of Rs. _____/- (**Rupees _____ Only**) has been paid by the "SUB-LESSEE" to the "LESSEE", the receipt whereof the "LESSEE" acknowledges. The proportionate One Time Lease Rent in respect of the sub leased premise is already paid by the "SUB-LESSEE" to the "LESSEE" and "LESSEE" acknowledges the same.

The LESSEE does hereby sub leases the Sub-Leased Premises to the "SUBLESSEE" on AS IS WHERE BASIS for the un-expired portion of ninety years of the Lease Deed dated **30.08.2006** on the terms and conditions set out hereinafter except and always reserving to the "LESSOR" it's right, title and power as specified in Lease Deed dated **30.08.2006**.

(Lessor)

(Lessee)

(Sub Lessee/s)

(i) The "LESSEE" and the "SUB-LESSEE" hereby acknowledge and admit that as per the Lease Deed, the "LESSOR" has all the rights and title to all mines, minerals coals, washing Gold's, Earth, Oils, quarries in or under the plots and full rights and powers at any time to do all the 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 plot or for the structure time being standing thereon, provided always that the "LESSOR" shall make reasonable compensation to the LESSEE who shall make a proportionate payment to the SUB-LESSEE for all damage directly occasioned by the exercise of the rights reserved for the "LESSOR" in the Lease Deed. The Decision of the Chief Executive Officer of NOIDA, "LESSOR", on the amount of such compensation shall be final and binding on "LESSEE" and the "SUB-LESSEE"

(ii) A right to lay water mains, drains, sewers or electric wire under or above the Sub-Leased premises or the main leased plot.

2. AND THE "SUB-LESSEE" do hereby declare and covenant with the "LESSOR" and the "LESSEE" the following:

(i) The "SUB-LESSEE" shall obtain functional certificate within one year from the date of execution of this Sub-Lease Deed after submitting required documents for functionality.

(ii) That the "SUB-LESSEE" shall at all times during the term hereof duly perform and observe all the covenants which are contained in this Sub-Lease Deed and the Lease Deed. All the terms and conditions laid down in the Lease Deed shall be deemed to be part of this Sub-Lease Deed. The "SUB-LESSEE" expressly acknowledges that they have seen, perused and obtained a copy of the said Lease Deed and Second Deed from the LESSOR/LESSEE. In the event, there is a case wherein there is any inconsistency, Lease Deed shall override the provisions of the Sublease Deed.

(iii) That the "SUB-LESSEE" shall pay the "LESSEE", the balance consideration if any, in installments together with interest in the manner and on the dates set out in Article-1 above.

(iv) The "SUB-LESSEE" shall use the Sub-Leased Premises only for the purpose of operating an IT/ ITES business, for which the same have been sub leased and

for no other purpose whatsoever and will not do or suffer to be done the Sub-Leased Premises, any act or thing which may be or grow to be nuisance or inconvenience to the "LESSOR" or "LESSEE" or other "SUB-LESSEE" or the occupiers of other premises in the neighborhood.

- (v) In the event, the "LESSOR" demands any enhancement in the rent of the Leased Land including that for the Sub-Leased Premises then the "SUBLESSEE" shall be liable to pay the enhanced rent on proportionate basis to the LESSEE or directly to the "LESSOR", as the case may be.
- (vi) The "SUB-LESSEE" shall bear, pay and discharge all rates assessments of every description, to proportionately pay taxes, charges, rents, demands, claims, revenue, cess, levies etc. that may be levied or demanded by the "LESSOR, and/or any other government/competent authority in future in respect of the land and the Sub-Leased Premises.
- (vii) The "SUB-LESSEE" shall not be entitled to sell, transfer, change in shareholding, change in constitution, assign or otherwise part with possession of the whole or any part of the Sub-Leased Premises without the prior written permission of both the "LESSOR" and the "LESSEE", and as per the terms and conditions of the Lease Deed and those to be included in the Permission to Transfer (T.M.) and on payment of transfer charges, change in shareholding charges etc. to the "LESSOR". The decision of "LESSOR" in respect of terms and conditions for the transfer and that relating to transfer charges, change in shareholding charges will be final and binding on the "SUB-LESSEE" and subsequent transferee. The SUB-LESSEE shall take No Objection Certificate from the "LESSEE" after clearing the dues/charges related to maintenance and other services provided in the Complex.
- (viii) The "SUB-LESSEE" shall be liable to proportionately pay taxes, charges, rents demands, claims, revenue, cess, levies etc. including beneficitation levy that may be levied or demanded by the "LESSOR" and or any other governmental/competent authority in future.
- (ix) That the "SUB-LESSEE" shall obey all the directions issued or regulations made by the "LESSOR" now existing or to be issued/made in future from time to time.
- (x) That the "SUB-LESSEE" will not make, or permit to be made, any alteration erections or additions to the layout of the Sub-Leased Premises without the previous permission in writing from the "LESSOR" and in case of any deviation

from such terms of plan, "SUB-LESSEE" shall immediately upon receipt of notice from the "LESSOR" requiring him to do so, correct such deviation as aforesaid and if the "SUB-LESSEE" shall neglect to correct such deviation within prescribed time after the receipt of such notice, then it shall be lawful for the "LESSOR" to cause such deviation to be corrected at the expenses of the "SUB-LESSEE" and the "SUB-LESSEE" hereby agrees to reimburse to the "LESSOR" such amount as the "LESSOR" (whose decision shall be final) shall fix in that behalf.

- (xi) The "SUB-LESSEE" may with the prior written permission of the "LESSOR" and subject to such conditions as the "LESSOR" may impose, mortgage the Sub-Leased Premises to Government/Semi Government organization/ Financial Institution I Individuals/ Firms/ Body Corporate /Banks for the purpose to be clearly specified in the application for permission to be submitted by the SUBLESSEE.
- (xii) That the "LESSOR" shall have first charge upon Sub-Leased Premises for the amount of unpaid balance, charges, taxes, rates, Interest or any other dues of the "LESSOR" by whatever name called.
- (xiii) That every transfer, assignment, relinquishment, mortgage, subletting of any part whole of the Sub-Leased Premises shall be subject to the terms of the Lease Deed and the transfer permission and payment of transfer charges and every transferee, assignee, sub-lessee, mortgagee or the like shall be bound by all covenants and conditions herein contained and be answerable to the "LESSOR" and the "LESSEE" in all respects therefore.
- (xiv) That the "SUB-LESSEE" will permit the members, officers and subordinates of the "LESSOR" and workmen and others engaged by the "LESSOR" from time to time and at all reasonable time of the day, to enter into and upon the Sub-Leased Premises in order to inspect the same and carry on necessary mentioned before and for which purpose notice would be given by the "LESSOR" to the "SUB-LESSEE"
- (xv) That the "SUB-LESSEE" shall not erect or permit in the Sub-Leased Premises or any part thereof any stable, sheds or other structures of any description whatsoever for keeping any kind of animals whatsoever.
- (xvi) It is specifically agreed by the "SUB-LESSEE" that in the event, there is any change in constitution or change in the management or control of the "SUB-LESSEE" or the "SUB-LESSEE" undergoes amalgamation with any other

company or transfer or interest to any third party either in whole or in part without the prior written permission of both "LESSOR" and "LESSEE", then in such an event, the "LESSOR" shall have a right to terminate this Sub-Lease Deed as its sole option, and take the possession of Sub-Leased Premises from the "SUB-LESSEE.

- (xvii) Without prejudice to any other clause herein in this Sub-Lease Deed relating to the cancellation, upon the happening of any one or more of the under mentioned situations. It shall be Lawful for the "LESSOR", without prejudice to any other legal right or remedies available under the law, to re-enter in Sub-Leased Premises or any part thereof and thereafter the Sub-Lease Deed shall stand determined.
- a) If the "SUB-LESSEE" or any other person(s) claiming through or under the "SUB-LESSEE" commits breach of any of the covenants or conditions contained in the Lease Deed or this Sub-Lease Deed and such breach is not remedied following receipt of a written notice from the "LESSOR" specifying the nature of breach and providing the "SUB-LESSEE" reasonable opportunity to remedy the breach.
 - b) If the "SUB-LESSEE" or any other person(s) claiming through or under the "SUB-LESSEE" fails and or neglects to observe punctuality and/or perform their/its/his/her obligations stipulated under the Lease Deed or this "SUBLEASE DEED".
 - c) If the "SUB-LESSEE" or any other person(s) claiming through or under the "SUB-LESSEE" whether actually or alienates, extinguishes, relinquishes, mortgages or assigns the whole or any part of his rights, title or interest whether in whole or any part thereof, except in the manner stipulated in the Sub-Lease Deed.
 - d) If the "SUB-LESSEE" is adjudged insolvent under any law by a Court of Law.
 - e) In the events of discovery of the fact that the "SUB-LESSEE" has furnished false and/or incorrect information/fact or concealed relevant and/ or material information/facts and obtained this Sub-Lease as a result thereof.
 - f) In the event of non-observance / non-compliance of any of the terms stipulated in the Lease Deed.
- (xviii) If the "SUB-LESSEE" commits any act or omission on the Sub-Leased Premises resulting in nuisance, it shall be lawful for the "LESSOR" to ask the "SUB-LESSEE" to remove the nuisance within reasonable period failing which the

"LESSOR" shall itself get the nuisance removed at sub-Lessee's cost and charge damages from the "SUB-LESSEE" during the period of subsistence of nuisance.

- (xix) The "SUB-LESSEE" shall not hold the "LESSEE" or the "LESSOR" responsible to make good the damage, if any, caused by fire, tempest, flood or violence or if as a result of any irresistible force, any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for the purpose for which it has been sub-leased.
- (xx) The "SUB-LESSEE" shall indemnify and keep "LESSEE" and the "LESSOR" indemnified against all liability, costs, damages claims of demands which may be incurred or suffered by or caused to the "LESSEE" or the "LESSOR" by reason of any breach, default, contravention, non-observance or non-performance by the "SUB-LESSEE" of the terms and conditions of the Sub Lease Deed and/ or the Lease Deed or if the SUB-LESSEE'S representations and warranties given in this Sub-Lease Deed are found to be false.

3. OTHERS

- (i) All notices, order and other documents required under the terms of the Lease Deed or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P Act No. 6 of 1976), or any Rules or Regulations or Directions made there under shall be deemed to be duly served as provided under section 43 of the U.P. Urban Planning and Development Act, 1973 as re-enacted and modified by the Uttar Pradesh President's Act (Re-enactment with modifications) Act, 1947 (U.P. Act No, 30 of 1947).
- (ii) All Powers Exercised by the "LESSOR" under this Sub-Lease Deed may be exercised by the Chief Executive Officer of the "LESSOR". The "LESSOR" may also authorize any of its other officers to exercise all or any powers exercisable by it under this Sub-Lease Deed. Provided that the expression Chief Executive Officer shall include the Chief Executive Officer for the time being or any other officer who is entrusted by it under this Sub-Lease.
- (iii) All the Terms & Conditions of the Brochure of Scheme Allotment Letter/Allotment Agreement/ Lease Deed/other deeds of similar nature, by whatever name called, shall be binding upon the "SUB-LESSEE".
- (iv) The Cost and expense of preparations, stamping and registering this Sub-Lease Deed and all other incidental expenses including any duty or charges

that may be levied by the "LESSOR" or any competent authority/government shall be borne by the "SUB- LESSEE".

- (v) The Chief Executive Officer of the "LESSOR" reserves the right to make such additions or modification in these terms and conditions as may considered just and/ or expedient.
- (vi) Any relaxations concession of indulgence granted by the "LESSOR" to the "LESSEE" or the "SUB-LESSEE" shall not in any way prejudice the legal right of the "LESSOR".
- (vii) The "SUB- LESSEE", on written request, may be permitted by the "LESSOR" to rent out the Sub-Leased Premises, on the similar terms & conditions as applicable to the "LESSEE" including payment of charges by whatever named called. The "SUB-LESSEE" shall take 'No Objection Certificate' from the "LESSEE" after clearing the dues/charges related to maintenance and other services provided in the Complex.
- (viii) All arrears payable to the "LESSOR" shall be recoverable from the "LESSEE" and the "SUB-LESSEE" as arrear of land revenue.
- (ix) In the event of any disputes or differences between the parties thereto arising out of the terms hereof or its scope or interpretation, applicability etc., the same shall, unless amicably settles, shall be referred for arbitration. The sole arbitrator shall be appointed by the "LESSOR". The proceedings shall be held at Gautam Budh Nagar and the laws as may be made applicable to the State of U.P. shall be applicable.
- (x) The High Court of judicature at Allahabad and the District Court at Gautam Budh Nagar alone shall have territorial Jurisdiction to the exclusion of all other courts.

SCHEDULE

Unit No. _____ on _____ **Floor** in **Tower** _____ of IT / ITES Project being developed by LESSEE in the name of '**EXOTICA 132**', at Plot No. A-3/A, Sector-132, Noida, District Gautam Budh Nagar, Uttar Pradesh having **Super Area** of _____ **Sq. Ft.** i.e. (_____ **Sq. Mtrs.**) **Covered Area** of _____ **Sq. Ft.** i.e. (_____ **Sq. Mtrs.**) along with _____

| | | |
|-------|---|---------------------------|
| EAST | } | As per site plan attached |
| WEST | | |
| NORTH | | |
| SOUTH | | |

IN WITNESS WHEREOF the parties have hereto set their hands on the day, month and year first above written.

WITNESSES:

1. _____ Signed for & on behalf of
New Okhla Industrial Development Authority

Authorised Signatory
(LESSOR)

2. _____ Signed for & on behalf of
M/s Exotica Infratech LLP

Authorised Signatory
(LESSEE)

Signature
(SUB-LESSEE/s)

(Lessor)

(Lessee)

(Sub Lessee/s)