

TRIPARTITE SUB-LEASE DEED

THIS TRIPARTITE SUB LEASE DEED assigned and executed at Gautam Budh Nagar city on this day of, ___ (herein after referred to as "**Tripartite Sub-Lease Deed**")

BY AND BETWEEN

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY, body 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 "Authority"), which expression shall unless the context does not so admit include its successor and assigns, of the FIRST PART.

AND

URVASI INFRATECH PRIVATE LIMITED, (CIN No:_____) A private limited company registered under The Companies Act 1956 having its registered office at _____ (PAN_____) represented by its Authorized Signatory _____ Mr. S/o _____ of Shri _____ aged _____ Years _____ (Aadhar No. _____, PAN No.) Hereinafter referred to as the "SELLER/DEVELOPER/PROMOTER/LESSEE" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Promoter/Lessee and its legal representatives, executors, assigns and legal successor(s) in interest) of the SECOND PART.

AND

Mr. / Ms. _____, (Aadhar No. _____) son / daughter of _____, aged _____ about residing at _____ (PAN_____) hereinafter called the "**BUYER/SUB-LESSEE/ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the THIRD PART.

Whereas that the Lease Deed was entered into between New Okhla Industrial development Authority and M/s DLF Commercial Developers Limited on

25.03.2008 registered in the office of Sub-Registrar 21 Noida in Book No-1 Volume 1178 at pages 79 to 116 as Documents No. 897 on dated 07.03.2008.

Whereas by way of a scheme of arrangement under Section 391-394 of Companies Act. 1956 sanctioned by the Hon'ble High Court of Delhi, non-SEZ undertaking of the M/s DLF Commercial Developers Limited has been transferred to M/s DLF Home Developers Limited As per the MCA letter no. ROC/Misc./12520 dated 24.03.2011.

With reference to above, M/s DLF Commercial Developers Limited, by virtue of scheme of arrangement sanctioned by Hon'ble Delhi Court u/s 391 to 394 of Companies Act 1956, the land area situated at Plot No.-1, Sector 143 A, NOIDA, Gautam Budh Nagar, U.P., ad measuring 100256 sq. mtr. have been merged to M/s DLF Home Developers Limited, on the condition that the balance amount due to the original Lessor (i.e. NOIDA) shall be ensured and paid by M/s DLF Home Developers Limited, and the nature of the project shall remain the same i.e. for the purposes of setting up a Software IT/ITES unit only, as per the original lease deed agreement.

Whereas there is a subsidiary holding relationship between M/s DLF Home Developers Limited (the "Holding Company") and M/s Urvashi Infratech Private Limited (the "Subsidiary Company"), as the former holds more than 90% of the beneficial ownership of share capital of the later company as per the MCA letter no. ROC/Misc./668 dated 25.03.2011.

Whereas letter issued by the NEW OKLHA INDUSTRIAL DEVELOPMENT AUTHORITY (No. 11/940) dated 29-04-2011 had approved the transfer of land admeasuring 100256 sq. mtr. to Urvashi Infratech Private Limited from M/s DLF Home Developers Limited. Therefore, Urvashi Infratech Private Limited became **LESSEE** for the purpose of the aforesaid land.

AND WHERAS the "**LESSEE**" has constructed building on the Plot of leased land in accordance with the terms and conditions of the Lease Deed and the plans sanctioned by the "**LESSOR**".

AND WHERAS THE "**LESSEE**" in terms of the covenants reserved in its favor has agreed to sub-lease to "SUB-LESSEE" Unit No. _____ (having built up area of _____ Square Meters) at Floor No. _____, for the purpose of IT and IT enabled services and particularly described in the site plan / Floor plan annexed herewith as Annexure - I, and marked in (Red), together with all rights of easements and appurtenances in respect of the aforesaid demarcated built up space, here in after referred to as the "**Sub-Leased Premises**".

AND WHEREAS the "LESSEE" and the "SUB-LESSEE" are desirous of executing as Tripartite Sub Lease Deed in respect of the aforesaid area.

That on part of the Scheduled land ad measuring _____ Sq. Mtrs., this project/phase has been developed which includes multi-storied commercial building having _____ floors with _____ basements along with, parking spaces, Common Areas and Facilities, Limited Common Areas and Facilities, Open Spaces cover Project Land admeasuring approximately _____ Sq. Mtrs being part of the Scheduled land lying and situated at Khasra/Plot no._____. The said project is registered under the provisions of RERA 2016 with registration no._____ dated_____.

NOW THIS TRIPARTITE SUB-LEASE DEED WITHNESSETH AS FOLLOWS:

- i. That in consideration for sub-lease of Rs. _____ /-
(Rupees _____ Only) which has already been paid by the "SUB-LESSEE" to the "LESSEE" the receipt whereof the "LESSEE" acknowledges.

The Lessee does here by sub-lease the leased premises to the "**SUB-LESSEE**" on as is where basis is for the un-expired portion of ninety years of the main lease deed dated 07.03.2008 on the terms and conditions set out herein after except and always reserving to the "**LESSOR**".

The vacant and peaceful possession of the Said Unit has been delivered to the Sub-Lessee simultaneously with the signing and execution of this Sub-Lease Deed, and the Sub-Lessee has satisfied themselves as to the carpet-area, built up area facilities and amenities and design of the Said Unit, quality and extent of construction and the specifications in relation thereto and the Sub-Lessee has agreed not to raise any dispute at any time in future on this account.

- ii. The right to all mines, coals, washing gold, earth oils, quarries, in over or under the plot and full right and power at any time to do all acts things which may be necessary or expedient for the purpose of searching, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot for the structure for the time standing thereon.
- iii. A right to lay water mains, drains, sewers or electric wires under or

above the subleased premises or the main leased plot.

AND THE “SUB-LESSEE” does hereby declare and covenant with the LESSOR and LESSEE the following:

1. That the SUB LESSEE shall at all time during the term hereby duly perform and obtain all the covenants which are contained in this Sub Lease Deed and the Lease Deed. All the terms and conditions set out 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 from the “**LESSEE**”. In the event there is case there is any in consistency between any term of this Sub-Lease Deed and the Lease Deed, the provisions of the Lease Deed shall override the provisions of the Sub Lease Deed. Further, the Sub Lessee shall also, at the time during the term hereby duly perform and obtain all the covenants which are contained in booking application form, allotment letter or any other documents/agreements signed by the sub Lessee/Lessee.
2. The “SUB LESSEE” shall use the sub leased premises only for the purpose of operating IT PARK/IT enabled services, for which the same have been sub-leased and for nonother purpose whatsoever and will not do or suffer to be done on the sub leased premises, any act or thing which may or grow to be a nuisance, damage, annoyance or inconvenience to the “**LESSOR**” or other “**LESSEE**” or other “**SUB LESSEE**” or the occupiers of other premises in the neighborhood.
3. In the event the “**LESSOR**” demands any enhancement in the rent of the Leased Land including that for the sub leased premises then the Sub-Lessee shall be liable to pay the enhanced rent on proportionate basis to the directly to the **LESSOR or LESSEE**, as the case may be.
4. 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 governmental / competent authority & building common area maintenance charges, now & in future in respect of the land and sub leased premises.
5. The Sub-Lessee shall not be entitled to sell, transfer, assign or otherwise part with portion of the whole or any part of the sub leased premises without the prior written permission of the “**LESSOR**” and as per the terms and conditions of the Lease Deed and those to be set in the

permission to transfer including payment of transfer charges to the “LESSOR”. The decision of the “LESSOR” in respect of the terms and conditions for transfer and that relating to transfer charges will be final and binding on the “SUB-LESSEE” and subsequent transferee. Sub-Lessee authorize “Lessee” to act upon on our behalf for all deeds like negotiate & finalize the rent deal for this property located at and further any further future leasing transactions. And all terms and conditions settled by “Urvashi Infratech Private Limited” will be final and binding on us which shall ipso-facto be applicable to my/our legal heirs and successors.

6. The Sub-Lessee(s) agrees and confirms that the right to use the common areas and facilities shall be governed by Promoter/ Association as the case may be and as per the maintenance agreement / bylaws / maintenance guidelines as prescribed in this respect. The Sub-Lessee shall have no claim, right, title or interest of any nature or kind in respect of any unsold units/un earmarked spaces and /or limited common areas and facilities in the said project, which shall always remain the absolute property of the Promoter, until any right or title of any of such assets or property is specifically transferred/sub-leased or assigned by the Promoter/Lessee to any other Sub-Lessee(s)/Person(s). Thus, except the rights defined in this deed with respect to the unit and the limited right to use and enjoyment of common areas and amenities such as lifts, recreational facilities, water and electricity arrangements etc. and the right of ingress and egress in respect of any of the common areas such as passages, lobbies, staircases; the Sub-Lessee(s) shall have no right of any kind with respect to any other property, moveable or immovable or any part thereof, whatsoever in the said project.
7. That the Sub-Lessee(s) shall at no time demand partition of his interest in the said land and building and any part thereof. It is hereby agreed and declared by the Sub-Lessee(s) that his interest in the said land and building is undivided, imitable and it is agreed that the Promoter/Lessee shall not be liable to execute any assignment or any other document in respect of the exact dividable, partible underneath share of the Sub-Lessee(s) in the said land.
8. Until the formation of the Association of Allottees under the applicable laws, the Promoter itself or through maintenance agency shall maintain the Common Areas and Facilities of the Project and shall have all the rights and authorities of the Association of Allottees, in addition to the

rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Facilities on Project. The Promoter shall handover the management/maintenance of the Common Areas and Facilities of the Project upon formation of the Association of Allottees under the applicable laws to the Association of Allottees, and the Association of Allottees shall enter into a Maintenance Agreement with the Maintenance Agency which will take care of the Common Areas and Facilities on the Project.

9. The sub-lessee has perused the sanctioned maps/layouts and understands that the promoter is developing the various project(s) in phase wise manner on Scheduled Land of _____ sq. mtrs. The promoter will construct other projects on remaining area of Scheduled Land in future as per the approvals and permissions from competent authorities in this respect. The sub-lessee hereby agrees and gives his irrevocable consent not to obstruct and /or raise any objections whatsoever and/or interfere with the development work/further development work to be carried out with the approval of the concerned authority upon the Scheduled land.
10. The sub-lessee agrees and accepts that all the common areas and facilities which are being developed on the Scheduled Land shall be jointly used by the all occupants of this project and occupants of the other phases/projects which will be developed by the Promoter on the remaining portion of the Scheduled land.

There shall be a Single Association of Owners/allottees for all the projects developed/being developed/to be developed on the scheduled land which shall be formed as per the laws applicable in this respect.

11. **STRUCTURAL DEFECT**- It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter/Lessee as per this deed relating to such development is brought to the notice of the Promoter/Lessee within a period of five years by the Sub-Lessee(s) from the date of handing over possession, the same shall be rectified by the Promoter/Lessee at its own costs. Provided that –
 - i. In case the damage to the unit or the project is caused by the Sub-Lessee(s) / Association of Owners and/or is a result of any misuse / wear and tear and/or improper maintenance and undue negligence on the part of the Sub-Lessee(s) / Association Of Owners and/or any

damage caused due to Force Majeure; the Promoter/Lessee shall not be liable to rectify such defects / damage.

- ii. The Promoter/Lessee shall not be in any way liable to repair or provide compensation for structural defects where the Sub-Lessee has made any structural changes in the unit or in the materials used therein.
- iii. The SUB-LESSEE(S) understands and agrees that the building construction, in general, is heterogeneous in nature and any shortcomings inherent to such nature including but not limited to unequal contraction or expansion due to temperature variations, nature of joints between concrete and masonry, pervious nature of concrete and plastered masonry etc. that may result in development of minor cracks, leakage or seepage of water shall not be termed as defects/damages or structural defects or defects in workmanship or quality of construction. Since plastered masonry and concrete are not waterproof in nature, as a result of which, there might be a chance of leakage/seepage through them if exposed to rain water or any wet conditions. This will not be termed, as defect/damage and no compensation shall be given to the Sub-Lessee(s) for all such happenings or any other type in any circumstances. The cost of any specialized treatment for repairing of cracks, waterproofing or stopping such resulting leakage and seepage will be borne and paid by the Sub-Lessee(s) separately.
- iv. The SUB-LESSEE(S) is aware that the Promoter/Lessee is not the manufacturer of the electrical systems, plumbing and sanitary fittings, other fixtures and accessories etc. including all / any proprietary items used or installed in the said unit / project. The Promoter/Lessee does not warrant or guarantee the use, performance or otherwise of all / any such items. The parties hereto agree that the Promoter/Lessee is not and shall not be responsible for any defect or the performance / non-performance or other wise of these items and that the Promoter/Lessee shall not be liable to rectify / replace them. The Sub-Lessee(s) shall raise all / any claims regarding such items directly to the respective manufacturers / suppliers, keeping the Promoter/Lessee indemnified.
- v. The Sub-Lessee(s) understands that all machinery / equipment's / systems such as lifts, electrical equipment's, transformers, firefighting systems, DG sets etc. have been provided by third party manufacturers / service providers and any accidents / mishaps caused or attributable to all such equipment's and / or any other

electromechanical machinery shall not be the liability of the Promoter.

12. That the **SUB-LESSEE** shall be liable to proportionately pay taxes, charges, rents, demands, claims revenue, cess, levies etc. including beneficiation levy that may be levied or demanded by the "**LESSOR**" and/or any other governmental/competent authority in future.
13. That the **SUB-LESSEE** shall obey all directions issued or regulations made by the "**LESSOR**" or "**LESSEE**" now existing or to be issued/made in future from time to time.
14. 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 deviation as aforesaid and if the "**SUB-LESSEE**" shall neglect to correct such deviation within one month after the receipt of such notice then it shall be lawful for the "**LESSOR**" to cause such deviation to be correct 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.
15. The "**SUB-LESSEE**" may with the prior permission of the "**LESSOR**" and subject to such conditions as the "**LESSOR**" impose, mortgage the demised premises to any government / Semi Government organization financial institution /Individuals / firms body corporate Banks for the purpose of securing loan for **acquiring property**.
16. 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.
17. 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-lease 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.
18. 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 of 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 works mentioned before and for which purpose notice would be given to the “**SUB-LESSEE**” by the “**LESSOR**” or the “**SUB-LESSEE**” as the case maybe.

That the “**SUB-LESSEE**” shall not erect or permit the sub leased premises or any part there of any stable, sheds or other structures of description whatsoever for keeping any kind of animals whatsoever.

19. 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**” under goes amalgamation with any other company or transfer of interest to any third party either in whole or in part, then in such an event, the “**LESSEE**” shall have a right to terminate this Sub-Lease Deed at its sole option, and take the possession of sub leased premises from the “**SUB-LESSEE**” subject to approval of the “**LESSOR**”, if any.
20. Without prejudice to any other clause hereof relating to cancellation, upon the happening of any one or more of the under mentioned contingencies.
 - (a) If the “**SUB-LESSEE**” or any other persons(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 or any Agreement with the lessee and such breach is not remedied following receipt of a written notice from the “**LESSOR**” or lessee as the case may be, specifying the nature of breach and providing the “**SUB-LESSEE**” reasonable opportunity to remedy the breach.
 - (b) If the “**SUB-LESSEE**” or any other persons(s) claiming though or under sub-lessee fails and/or neglects to observe punctuality and/or perform any of their/its/his/her obligations stipulated under the lease deed ort his Sub-Lease Deed.
 - (c) If the “**SUB-LESSEE**” or any other person(s) claiming through them, whether actually or purportedly transfers, creates, 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 this sub-lease deed.
 - (d) If the “**SUB-LESSEE**” is adjudged insolvent under any law by any court of law.

- (e) In the event of discovery of fact that the “**SUB-LESSEE**” has furnished false and / or incorrect information / facts or concealed relevant and / or material information / facts and obtained allotment / sale as a result thereof.
- 21. If the Sub-Lessee commits any act or omission on the demised premises resulting in 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 Sub-Lessee’s cost and charges, damages from the Sub-Lessee during the period subsistence of nuisance.
- 22. 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.
- 23. The “**SUB-LESSEE**” shall indemnify and keep “**LESSEE**” and the “**LESSOR**” indemnified of, from and against all liability, costs, damages, claims or 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 this Sub-Lease Deed and/ or the Lease Deed or if any of the “**SUB-LESSEE’s**” representations and warranties given in this Sub-Lease Deed are found to be false.

III. OTHERS

- i. All notices order and other documents required under the terms of the lease of under the Uttar Pradesh Industrial Area Development Act, 1976 (UP ACT No. 6 of 1976) or any Rules or Regulations or Directions made there under shall be deemed to be duly served as provided u/s 43 of the U.P. Urban Planning and Development Act 1973 as re-annexed and modified by the Uttar Pradesh President’s Act ((Re-enactment with modifications) act, 1974 (U.P. Act No. 30 of 1974)).
- ii. All powers exercised by the “**LESSOR**” under this Sub-Lease 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 of the

powers exercisable by it under this Sub-Lease. 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 the **“LESSOR”** with the functions similar to those of Chief Executive Officer.

The Cost and expenses of preparation, stamping and registering this Sub-Lease Deed and all other incidental expenses including any duty or charges that may be implemented by the **“LESSOR”** or any competent authority/government shall be borne by the **“SUB-LESSEE”**.

- iii. Any relaxation, concession or indulgence granted by the **“LESSOR”** to the **“LESSEE”** or the **“SUB-LESSEE”** shall not in any way prejudice the legal right of the **“LESSOR”**.
- iv. In the event of any disputes or differences between the parties thereto arising out of the terms hereof. Its scope or interpretation, applicability etc., the same shall, unless amicably settled shall be referred for arbitration. The sole arbitrator shall be appointed by the **“LESSOR”**. The proceeding shall be held at Gautam Budh Nagar and the laws of the State of UP or as may be made applicable to the State of UP shall be applicable.
- v. For all matters arising out of or relating or concerning this agreement the jurisdiction would be of the District Court at Noida alone and to the exclusion of all other District Courts or of the High Court of Judicature at Allahabad to the exclusion of all other High Courts.

IN WITNESSES WHERE OF THE PARTIES have set their hands on the day and in the year first here in below written.

For and on behalf of “LESSOR”

Witness:
Address

Authorised Signatory

For and on behalf of “LESSEE”

Witness:
Address

Authorised Signatory

For and on behalf of “SUBLESSEE”

Witness:

Address

Authorised Signatory

Specimen copy