

(SUB LEASE DEED FOR NOIDA ONE – TOWER A PHASE-II)

SUB LEASE DEED

Total Lease Charges : Rs. _____/-
Consideration as per
Circle Rate : Rs. _____/-
Stamp Duty : Rs. _____/-
Stamp Paper Sl. No. & Date :
Issued by :
Unit No. :
Carpet Area : _____ sq. ft. (____sq. mtrs.)
Project : NOIDA ONE – TOWER A PHASE-II
Plot No. : 8
Block : B
Sector : 62, Noida
District : Gautam Budh Nagar, U.P

THIS SUB LEASE DEED (“Deed”) is made and executed at Noida on this _____ day of _____, 20_____

BY

M/s New Okhla Industrial Development Authority, District Gautam Budh Nagar, Uttar Pradesh, a body corporate constituted under section 3 of the Uttar Pradesh Industrial Development Act, 1976 (U.P. Act No. 6 of 1976) (hereinafter referred to as the “**Lessor**”, which expression shall unless repugnant to the context thereof be deemed to mean and include its successors, representatives and assigns) of the **First Part**

AND

M/s Pioneer eServe Private Limited, having its registered office at 503-504, Padma Place, 86-Nehru Place, New Delhi-110019, through its Authorized Signatory Shri _____, duly authorized vide Board Resolution dated _____ (hereinafter referred to as the “**Lessee**”, which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors, representatives and assigns) of the **SECOND PART**

IN FAVOUR OF

1. Shri/ Smt. _____, S/W/D of Shri _____, resident of _____; and
2. Shri/ Smt. _____, S/W/D of Shri _____, resident of _____

(hereinafter jointly referred to as the “**Sub-Lessee**”, which expression, unless repugnant to the context, shall mean and include their respective legal heirs, successors, legal representatives, administrators, executors, nominees and assigns) of the **THIRD PART**

Or

M/s _____, a Company incorporated under the Companies Act, 1956/ a Partnership Firm, registered with the Registrar of Firms / a Proprietary concern, having its registered/ head office at _____, through its Director/ Partner/ Proprietor/ Authorized Signatory Shri _____, duly authorized vide Board Resolution dated _____ / Authorization Letter dated _____ (hereinafter referred to as the “**Sub-Lessee**”, which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors, representatives, executors, nominees and assigns) of the **THIRD PART**

(The Lessor, the Lessee and the Sub-Lessee are hereinafter separately referred to as the Party and collectively referred to as the Parties)

WHEREAS:

- A. The Lessor i.e., New Okhla Industrial Development Authority ("NOIDA") a body corporate constituted under Section 3 of the U.P. Industrial Area Development Act, 1976 has granted on lease for 90 years to the Lessee a plot of land admeasuring 20,000 sq. mtrs. and bearing Plot No. 8, Block – B, Sector – 62, Noida Industrial Development Area, District Gautam Budh Nagar, U.P., ('**the said Plot**') vide Lease Deed dated 5th April, 2006, registered as Document No. 6835/6834 in Book No. 1, Volume No. 753 at Pages 909 to 974 on 22nd July, 2006 in the office of Sub-Registrar, Noida ("**the said Lease Deed**") for construction and setting up of a Complex for IT Enabled Services.
- B. The Lessee has conceived and has developed and constructed on the said Plot IT complex consisting of multi-storied tower(s), to be occupied and used for providing IT Enabled Services, named as and hereinafter referred to as '**NOIDA ONE – TOWER A PHASE-II**', as per Building Plans duly approved by NOIDA and permissions of all other appropriate authorities and equipping NOIDA ONE – TOWER A PHASE-II' with civil finishes, electrical power to the distribution panels on each level/floor, plumbing, air-conditioning, back up diesel generators and for the common areas flooring, air conditioning, elevators etc. Further upon completion of the construction of NOIDA ONE – TOWER A PHASE-II, the Lessee has obtained Occupation/ Completion Certificate thereof from the competent authority vide Memo bearing No. _____ dated _____.
- C. The Sub-Lessee had applied for allotment of a Unit in bare-shell condition vide application dated _____ ("Application") in Tower-A of IT project "**NOIDA ONE**" ("NOIDA ONE - TOWER A PHASE-II") and pursuant thereto the Unit No. _____ having the Carpet Area admeasuring _____ sq. ft. (_____ sq. mtrs.) (hereinafter referred to as the "said Unit") in bare-shell condition was allotted to the Sub-Lessee along with the exclusive right to use the designated car parking space(s), along with the proportionate right to use the common areas and facilities in NOIDA ONE - TOWER A PHASE-II and thereafter the Lessee allotted the said Unit in favour of the Sub-Lessee in terms of the Agreement to Sub-Lease dated _____ (hereinafter referred to as the "Agreement") which was executed between the Lessee and Sub-Lessee.
- D. Prior to the signing of the Agreement, the Sub-Lessee carried out the physical inspection of the said Plot, Lease Deed, and other documents relating to the title, competency and all other relevant details to the satisfaction of the Sub-Lessee. The Sub-Lessee accepts and confirms that the Lessee has furnished all requisite information, clarification and explanations as required by the Sub-Lessee to its complete satisfaction. The Lessee represents that there is no defect in its rights of the said Plot, and other documents relating to the title, competency and all other relevant details.
- E. The Sub-Lessee has relied on his/ her/ its own judgment and investigation in taking on sub-lease the said Unit. Save and except the representations and warranties provided under the Agreement, of the nature which are valid on and after the date of the execution of the Deed, the Sub-Lessee further confirms that no oral or written representations or statements made by any Party shall be valid or shall be considered to be part of this Deed, as this Deed being self-contained and complete in itself in all respects, and as such the Lessee and the Sub-Lessee have desired to transfer the said Unit in favour of the Sub-Lessee on the terms and conditions contained herein.

F. The Lessee has the leasehold rights of the said Plot on which the NOIDA ONE - TOWER A PHASE-II / said Unit is situated and no one besides the Lessor/Lessee has any interest, right, title or claim of any kind in the NOIDA ONE - TOWER A PHASE-II / said Unit. The said Unit is free from all encumbrances and the Lessee hold unimpeachable and marketable rights to sub-lease, transfer, alienate the said Unit.

NOW THEREFORE THIS SUB LEASE DEED WITNESSETH AS UNDER:

1. That for and in lieu of the Total Lease Charges of Rs. _____/- (Rupees _____), the receipt whereof the Lessee hereby acknowledges, the Lessee doth hereby give on sub lease to the Sub-Lessee, the said Unit in bare-shell condition bearing No _____ on _____ Floor in NOIDA ONE - TOWER A PHASE-II, having a Carpet Area of _____ sq.ft. (_____ sq.mtrs.) in bare shell condition situated at Plot No. 8, Block - B, Sector - 62, Noida Industrial Development Area, District Gautam Budh Nagar, U.P, more specifically detailed in Schedule-I appended hereto, alongwith proportionate, undivided, imitable share only in the land underneath NOIDA ONE - TOWER A PHASE-II, together with right to use and access common areas, paths and other easement rights attached to the said Unit and to hold the same unto and to the use of Sub-Lessee, his/her/their successors, assigns, heirs, executors and administrators, for the unexpired period of 90 years lease granted by the Lessor commencing 5th April, 2006 subject to the exceptions, reservations, conditions, stipulations and covenants hereinafter contained.
2. The vacant and peaceful physical possession of the said Unit is being handed over by the Lessee to the Sub-Lessee herein, and the Sub-Lessee acknowledges to have taken over the possession of the same after a detailed inspection of the said Unit, on all material aspects including but not limited to Carpet Area of the said Unit, measurement, dimensions, location, specifications, workmanship, quality of construction, services provided, finishing/fittings, fixtures etc. and the Sub-Lessee does not have any objection and is fully satisfied with the Carpet Area calculation, workmanship and quality of said Unit and the specifications provided therein. The Sub-Lessee further confirms that he/she/they has/ have checked and verified the right, title and interest of Lessee in the said Plot and is completely satisfied with respect to the same. Since the Sub-Lessee has completed due diligence to his/her/their complete satisfaction, the Sub-Lessee undertakes not to raise any dispute on any issue related to the said Unit either in present or in future. The Sub-Lessee further confirms that the Lessee is hereby discharged of all obligations towards the Sub-Lessee.
3. The Sub-Lessee agrees and acknowledges that the Total Lease Charges of the said Unit is calculated on the basis of its carpet Area i.e. the area given on sub-lease herein alongwith proportionate, undivided and imitable share only in the land underneath NOIDA ONE - TOWER A PHASE-II, though not forming a part of computation of carpet area for which the Total Lease Charges have been charged. The Sub-Lessee hereby confirms that the Sub-Lessee has checked and verified the carpet area of the said Unit and is fully satisfied with the same.
4. The Sub-Lessee confirms that the construction of the said Unit as well as of NOIDA ONE - TOWER A PHASE-II is as per the agreed specifications. The Sub-Lessee further confirms that the Sub-Lessee has checked and verified all amenities, the quality of construction, fittings and fixtures before taking over the physical possession of the said Unit and the Sub-Lessee is fully satisfied in that regard and has no objection with respect to the same.
5. All taxes, dues, demands, charges, duties, liabilities, if any, levied or leviable in respect of the said Unit by the government or other authorities shall be payable and be paid by the Sub-

Lessee, with effect from the date of execution of the Agreement to Sub Lease. In the event any taxes, dues, demands, charges, duties, liabilities, if any, is levied or leviable in respect to the said Unit/ NOIDA ONE - TOWER A PHASE-II /Plot by the competent authority(ies) the Sub-Lessee shall be liable to pay pro-rata share of such taxes, dues, demands, charges, duties, liabilities etc., in proportion to the Carpet Area of the said Unit. The determination of the pro-rata share of the Sub-Lessee shall be done by the Lessee, whose decision in this regard shall be final and binding on the Sub-Lessee.

In the event, any fresh, additional or enhanced charges and/or tax is levied or leviable on said Unit/ NOIDA ONE - TOWER A PHASE-II after execution of this Sub-Lease Deed, whether with immediate or retrospective effect, the Sub-Lessee agrees to pay in full (if in respect of the said Unit), or pro-rata share (if in respect to NOIDA ONE - TOWER A PHASE-II), as the case may be, of such additional levies or charges imposed, without any demur or protest. The determination of the pro-rata share of the Sub-Lessee shall be done by the Lessee, whose decision in this regard shall be final and binding on the Sub-Lessee. All such amounts shall be payable on demand either to the Lessee or its designated/nominated maintenance agency, as the case may be. In case the Sub-Lessee seeks to challenge the same, the Sub-Lessee agrees and undertakes to make the payment of such amount as may be demanded by Lessee and only after making such payment to the Lessee, the Sub-Lessee or its nominee or assignee shall be entitled to challenge the demand so raised by the Lessee. The Sub-Lessee understands and agrees that any fresh incidence of tax whatsoever including VAT, Service Tax, GST or any other taxes, levies, charges, surcharges, cesses or any other statutory demand or any increase on such account, even if it is with retrospective effect, shall be borne and paid by the Sub-Lessee.

6. The Sub-Lessee shall be liable to pay from the date of the Agreement of the said Unit by the Lessee in favour of the Sub-Lessee, house tax/property tax, firefighting tax or any other fee or cess as may be levied by local body or authority and so long as the said Unit is not separately assessed to such taxes, fee or cess, the same shall be paid by the Sub-Lessee in proportion to the area of the said Unit to the total area of all the units in NOIDA ONE - TOWER A PHASE-II. These taxes, fees or cesses etc. shall be paid by the Sub-Lessee irrespective of the fact whether the maintenance is carried out by the Lessee or its nominated maintenance agency.
7. The Sub-Lessee confirms that subject to the terms and conditions of this Deed, the Lessee has given on sub-lease to the Sub-Lessee only the following rights with regard to the said Unit;
 - i) Leasehold rights of the said Unit only;
 - ii) The exclusive right to use the designated Car Parking Space(s), if any;
 - iii) The undivided proportionate interest to use the common areas and facilities in Tower-A alongwith sub-lessees/occupants of other units.
8. The Sub-Lessee shall not have any right, title or interest of any kind whatsoever on any other land(s) except the said Unit and the Lessee shall be free to use, develop, dispose the other land(s) in NOIDA ONE in any manner in which it may deem fit. Further, the Sub-Lessee understands that this would require the Sub-Lessee to use the common areas and facilities within NOIDA ONE - TOWER A PHASE-II, harmoniously along with other owners/residents of the same, maintenance staff etc., without causing any inconvenience or hindrance to them and the right of the Sub-Lessee to use the common areas and facilities within NOIDA ONE - TOWER A PHASE-II shall always be subject to the timely payment of maintenance charges applicable thereon. It is made abundantly clear and agreed by the Sub-Lessee that no other land(s) is/ are forming part of this Deed and the Sub-Lessee shall have no right whatsoever,

except to the extent of using only such general commonly used areas and facilities within NOIDA ONE - TOWER A PHASE-II, subject to the timely payment of maintenance charges by the Sub-Lessee after handing over the possession of the said Unit. However, the Sub-Lessee shall have only the right of ingress and egress and right to use such common areas and facilities in the manner and to the extent as would be permitted by this Deed or any other agreement/deed with the Lessee.

9. The Sub-Lessee confirms that it has not made any payment in any manner whatsoever with respect to any land(s), building (s), facilities and amenities falling outside the said Unit. The Sub-Lessee acknowledges that the Lessee may be carrying out extensive development/construction activities now or in future in the entire area falling outside the said Unit and that the Sub-Lessee shall not have a right to raise any objection or make any claim on account of inconvenience, if any, which may be alleged to have been caused to the Sub-Lessee due to such developmental or construction activities or activities incidental or related to it.
10. The Sub-Lessee shall observe all terms and conditions of this Deed, the Agreement to Sub-Lease and also those specified by the Lessor under the Lease Deed and shall also abide by all the laws, bye-laws, rules, regulations and policies applicable thereto or as may be imposed by any competent authority including the Lessor, Government of U.P., any other government, local bodies etc. The Sub-Lessee shall at all times be solely responsible and liable for any contravention of applicable laws, bye-laws, rules, regulations and policies.
11. The Sub-Lessee shall be entitled to use and occupy the said Unit for permitted I.T and I.T enabled services only and/or as specified by the Lessor in the Lease Deed and/or its zoning/master plan, guidelines etc. The Sub-Lessee specifically undertakes not to use the said Unit or cause it to be used for any activity which is prohibited/irregular/illegal or other activity that is hazardous or which may cause nuisance. The Sub-Lessee undertakes not to keep or store any hazardous, prohibited or dangerous material in the said Unit/ NOIDA ONE - TOWER A PHASE-II which could endanger the lives of other occupants/visitors etc. The Sub-Lessee has further undertaken and doth hereby undertake that the Sub-Lessee shall be solely responsible and liable for violations of any of the provisions of applicable laws, rules, regulations and directions given by the Lessor or by any other competent authority and that the Sub-Lessee shall indemnify and keep indemnified the Lessee/Maintenance Agency against any liability and/or penalty in this regard.
12. That the up-keep and maintenance of common/open areas and facilities in NOIDA ONE - TOWER A PHASE-II shall be discharged by the Lessee or Maintenance Agency to be appointed by the Lessee ("Maintenance Agency"). The Sub-Lessee agrees to execute a separate maintenance agreement with said Maintenance Agency and strictly adhere to the same and to promptly pay all demands, charges, bills etc. raised by the said Maintenance Agency. The Sub-Lessee undertakes to abide by all the rules/by-laws framed by the Maintenance Agency for NOIDA ONE - TOWER A PHASE-II. The Sub-Lessee understands and acknowledges that the relationship between the Lessee and Maintenance Agency is on principal to principal basis and the Sub-Lessee doth hereby agrees and confirms that Sub-Lessee shall not hold the Lessee responsible for any act of omission or commission or deficiency in services of any nature, whatsoever, on the part of Maintenance Agency. The Maintenance Agency shall be solely and exclusively liable (be it tortious, vicarious, civil or criminal) for its acts of omission or commission in rendering the services to the Sub-Lessee. The Sub-Lessee hereby expressly discharges the Lessee from the effects of any act of omission, negligence or deficiency in services on the part of the Maintenance Agency.

13. That, the Sub-Lessee hereby agrees and undertakes that in case the Sub-Lessee desires to transfer his rights, title and interest in respect of the said Unit, in favour of any third party(ies) including successors-in-interest, the Sub-Lessee shall obtain prior consent of the Lessor and fulfill such other condition as may be stipulated by the Lessor and other authorities concerned.
14. That the Sub-Lessee shall seek a “No Due Certificate” from the Maintenance Agency prior to transfer of the said Unit, as permitted under the applicable laws, in case the Sub-Lessee desires to further sub-lease, mortgage or otherwise disposes off the said Unit to any third party and in case there remains any arrears due and payable to the Maintenance Agency and/or the Lessee, the Sub-Lessee undertakes to clear such amounts prior to creating any third party rights, title or interest in the said Unit.
15. That the Sub-Lessee agrees and confirms that the third party, to whom the rights, title and interests are being conferred by the Sub-Lessee shall pay an amount as may be determined by the Maintenance Agency towards mutation charges for the purpose of recording transfer of the said Unit in favour of such third party(ies). The said Unit cannot be sub-leased or transferred in parts.
16. The Sub-Lessee shall not create any nuisance, hindrance or obstruction of any nature whatsoever or otherwise in the smooth running/functioning of NOIDA ONE - TOWER A PHASE-II or place any material, goods, merchandise, advertising material etc. or throw any rubbish, refuse, material etc. or cause the like to be done outside the said Unit or in any of the passages, staircases, other common areas or generally in the compound of NOIDA ONE. Unless otherwise permitted by the Lessee/ Maintenance Agency, the Sub-Lessee shall not place any hoardings, signage and like in any place including the common areas of NOIDA ONE/ NOIDA ONE - TOWER A PHASE-II.
17. That the Sub-Lessee shall not harm or cause to be harmed or damaged the peripheral wall, front, side and rear elevation of the said Unit and/or NOIDA ONE - TOWER A PHASE-II /NOIDA ONE in any manner or form. The Sub-Lessee shall not change the colour scheme of the outer walls, colour of painting of exterior sides of all doors and shall not carry out any change in the exterior elevation and design of the said Unit/ NOIDA ONE - TOWER A PHASE-II.
18. That, the Sub-Lessee shall not remove any wall of the said Unit including load bearing walls and all the walls/structures of the said Unit shall remain same and unchanged including the common walls between the Sub-Lessee and the sub-lessees of the adjacent Units.
19. That the Sub-Lessee has specifically and unambiguously agreed that the sub-lease, transfer of the said Unit by the Lessee in favour of the Sub-Lessee shall be subject to various restrictions and limitations as mutually agreed herein and mentioned hereinafter:
 - (a) The possession, control and management of the said Plot, the superstructures constructed thereon and infrastructural facilities provided therein shall remain with the Lessee and its designated Maintenance Agency till they or any part thereof are mandatorily required to be transferred to the Association or Government or Local Authority. The Sub-Lessee alongwith the owners/occupants of the other Units shall be bound by the rules and regulations as may be framed and enforced by the Maintenance Agency or the Lessee from time to time in their sole and absolute discretion, for the better enjoyment and maintenance of NOIDA ONE - TOWER A PHASE-II.

(b) Save and except the said Unit, the Sub-Lessee shall have no claims, rights, title or interests of any nature or kind whatsoever or in respect of all or any open spaces, common areas, facilities, equipments, infrastructure, lobbies, staircase, terrace-roof, atrium etc. in NOIDA ONE - TOWER A PHASE-II. Such places shall remain the property of the Lessee, who shall be free to deal with these in any manner, it may deem fit. It is understood and specifically agreed by the Sub-Lessee that Lessee shall be free at all times to use the common areas including the atrium in such manner as it may deem fit and neither shall any benefit therefrom accrue to the Sub-Lessee nor shall the Sub-Lessee at any time make any claim therefrom. However, the Sub-Lessee shall only have the right to enjoy the open spaces, common areas, facilities, equipments, infrastructure, lobbies, staircase alongwith other unit owners of NOIDA ONE - TOWER A PHASE-II subject to regular payment of maintenance charges as may be levied and demanded by the Maintenance Agency and observance of the rules and conditions laid down by the Lessor. Further, the Sub-Lessee or any other person(s) claiming through the Sub-Lessee shall not be entitled to bring any action for partition or division of the common areas and facilities, or any part thereof. The Sub-Lessee doth hereby agree(s) and confirm(s) that Sub-Lessee shall not create any blockages, obstructions, elevations or construction in the common areas and spaces and shall indemnify and hold harmless the Lessee from any losses and damages that may be suffered or incurred by the Lessee for any of the acts of omissions and/or commissions of the Sub-Lessee in this regard.

(c) The Sub-Lessee agrees and gives his/ her/ its consent that in case at any point of time FAR is increased from presently permissible FAR for any reason including but not limited to change of law or for any other reason whatsoever then the Lessee shall be fully entitled to utilize the same by constructing additional floors, new towers while maintaining the statutory norms including those of ground coverage. The Sub-Lessee shall not raise any objection to carry out any such construction or development work in NOIDA ONE - TOWER A PHASE-II.

(d) The Lessee shall be entitled to connect the electric, water, sanitary, power back-up and drainage fittings on the additional structure(s)/story(s) with the existing electric, water, sanitary and drainage sources. Further, the terrace of the NOIDA ONE - TOWER A PHASE-II, including the parapet walls shall always be the property of the Lessee.

(e) The Sub-Lessee shall ensure that the Supervisors/Agents of the Lessee/Maintenance Agency (whether with or without workmen) are permitted to enter into the said Unit at all reasonable times for the purpose of inspection or repairing any part of the said Unit and/or for the purpose of maintaining, rebuilding, servicing including cleaning, installing or otherwise keeping in good order and condition all services, machinery, appliances, equipments, fitments, ducting, wiring, cables, water supply electricity, gutters, pipes, covers, connections etc.

(f) The said Complex shall always be known as "**NOIDA ONE**" - **TOWER A PHASE-II** and the Sub-Lessee undertakes not to change the name of the said Complex unilaterally or jointly with the owners of the other Units of NOIDA ONE - TOWER A PHASE-II.

(g) Nothing contained in this Deed shall be construed to confer upon the Sub-Lessee any right, title or interest to grant, lease, demise or assign any rights, title or interest in the said Plot upon which NOIDA ONE - TOWER A PHASE-II is constructed or in the rest of NOIDA ONE, except the Unit and the proportionate, undivided, imitable rights relating thereto and as stated herein.

(h) All the transferees of the Sub-Lessee's interest in the said Unit, hereby being given on sub-lease, transferred and conveyed, shall always be bound by the terms and conditions as mentioned in this Deed, whether or not the same are made part and parcel of the subsequent sub-lease deeds for the said Unit by the Sub-Lessee in favour of his/her/their transferees.

20. The obligations undertaken by the Sub-Lessee in general and specifically those regarding payment of the statutory dues, maintenance charges, water and electricity charges etc. shall be the irrevocable obligations of the Sub-Lessee. The said obligations shall always run with the said Unit, irrespective of the sub-lessee/ tenant/occupant of the said Unit for the time being, and they shall survive the sub-lease and transfer of the said Unit by the Sub-Lessee and be binding on the subsequent transferee(s)/sub-lessee(s), successors-in-interest and any person claiming through Sub-Lessee or them. The Sub-Lessee hereby agrees and undertakes that appropriate recitals to this effect shall be incorporated in the subsequent sub-lease/ transfer documents or any document thereby creating any third-party rights, title and interests in the said Unit.

21. That Sub-Lessee hereby agrees that the Sub-Lessee shall not have any claim or right to any of the other premises/buildings/Complex, that may be developed by the Lessee on the said Plot, nor shall he/ she/ they interfere in the manner of booking, allotment and finalization of lease of units in NOIDA ONE/ NOIDA ONE - TOWER A PHASE-II or in the operation and management thereof.

22. The Sub-Lessee has confirmed that he/she/ they has/ have gone through and understood the various terms of lease by the Lessor and all its implications in relation to the various provisions of this Deed and the Sub-Lessee has further confirmed that he/she/ they shall comply with the provisions of the same.

23. That the Lessee shall have the right, without approval of the Sub-Lessee(s) in respect of NOIDA ONE - TOWER A PHASE-II, to make any alterations, additions, improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold unit in NOIDA ONE - TOWER A PHASE-II and the Sub-Lessee agrees not to raise any objections or make any claims on this account.

24. That it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in this Deed in respect of the said Unit/ NOIDA ONE - TOWER A PHASE-II shall equally be applicable to and enforceable against any and all sub-lessees, occupiers, tenants, licensees and/or subsequent sub-lessees/assignees/ transferees of the said Unit, as the said obligations go alongwith the said Unit for all intents and purposes.
25. The Lessee reserves right to develop the unused areas and/or common areas in NOIDA ONE in accordance with the necessary sanctions and the Sub-Lessee shall have no right of objection or reservation, whatsoever, in this regard.
26. That the Sub-Lessee shall not carry out fragmentation/sub-division of the said Unit in any manner whatsoever, under any circumstances and in case it is done, the Sub-Lessee shall be solely and exclusively liable and responsible for all consequences/damages arising therefrom.
27. That the Lessee or Maintenance Agency, or associate of any other company of the Lessee, after getting the permission to receive the bulk electric supply, shall supply the electricity to the Sub-Lessee and Sub-Lessee agrees to take the supply from the Lessee. The Sub-Lessee herein undertakes to abide by all terms and conditions of such supply and to pay on demand to the Lessee or Maintenance Agency, proportionate share as may be determined by the Lessee/ Maintenance Agency in respect of all deposits and charges paid or payable by the Lessee/ Maintenance Agency, to whom permission to receive bulk supply and distribute the same is granted. The Sub-Lessee agrees to enter into and execute the power supply agreement and/or all or any other documents, as may be required for this purpose.
28. That the Lessee shall have absolute right for construction and continuing development of units under the sanctioned site plan (building plan) or on the basis of such further amended plans or any revision of building plans as may be approved by the competent authority(ies) in NOIDA ONE/ NOIDA ONE - TOWER A PHASE-II and the Sub-Lessee shall have no right to object the same in any manner whatsoever even if the same are developed on such parcels of land which are presently undeveloped and left over for future expansion.
29. The Sub-Lessee hereby indemnifies and undertakes to keep the Lessor, Lessee their assigns, nominees, the said Maintenance Agency and their officers/employees as well as the other sub-lessees/ occupants of NOIDA ONE/ NOIDA ONE - TOWER A PHASE-II fully indemnified and harmless from and against all the consequences of breach by the Sub-Lessee of its obligations or any law as may be applicable or for the time being in force as also any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them. The Sub-Lessee hereby accepts and acknowledges that this indemnity would cover all acts, deeds and things of omission or commission on the part of the personnel, representative and/or any other person claiming under the Sub-Lessee.
30. That the Sub-Lessee undertakes to use Light Emitting Diode Lamps ("LED") for internal lighting so as to conserve energy and further undertakes to ensure that his/ her/ their vehicles are parked in the parking space provided in NOIDA ONE - TOWER A PHASE-II and not outside the parking space provided.

31. That the Sub-Lessee shall bear all expenses for the execution and registration of this Deed including the cost of applicable stamp duty, registration and other incidental charges. Further, the Sub-Lessee has also agreed that if there is any additional Stamp Duty payable and/ or any levy on the Stamp Duty, as a consequence of any order of government/statutory or any local authority, the same, if applicable, shall also be payable by the Sub-Lessee.
32. That this Deed, Schedule and the Annexure(s) hereto constitute the entire agreement amongst the Parties hereto with respect to the subject matter hereof, and it supersedes all prior and contemporaneous correspondence(s), agreement(s), negotiation(s), discussion(s), representation(s), promise(s) and undertaking(s), both written and oral, among the Parties, with respect to the subject matter hereof. The preamble, recitals, Schedule and the Annexure(s) to this Sub-Lease Deed shall form an integral part of the covenants and terms of this Deed.
33. That this Sub-Lease Deed is subject to all laws and notifications and rules as applicable to said Plot/Complex including terms and conditions of the lease granted by the Lessor, for setting up the said Complex, undertakings and agreements executed by the Lessee with Lessor, in this regard, and that the Sub-Lessee has familiarized and satisfied himself/herself/themselves with all the aforesaid and other applicable agreements, arrangements, undertakings and conditions etc.
34. That if any provision of this Deed shall be determined to be void or unenforceable under any applicable law, such provisions shall be deemed, amended or deleted in so far as reasonably consistent with the purpose of this Deed and to the extent necessary to conform to applicable law and the remaining provisions of this Deed shall remain valid and enforceable in accordance with their terms and intent.
35. That for all intents and purposes and for the purpose of the provisions set out herein, singular includes plural and masculine includes the feminine gender.

SCHEDULE – I
DETAILS OF THE UNIT

Unit bearing No _____ on _____ Floor in NOIDA ONE - TOWER A PHASE-II, admeasuring Carpet Area _____ sq.ft. (_____ sq.mtrs.) in bare shell condition, developed on the said Plot situated at plot bearing Plot No. 8, Block – B, Sector – 62, Noida Industrial Development Area, District Gautam Budh Nagar, U.P. alongwith proportionate, undivided, imparible share and interest in the land beneath NOIDA ONE - TOWER A PHASE-II along with other sub lessees. The Unit is clearly delineated on the plan appended hereto as **Annexure-A**.

IN WITNESS WHEREOF, the Parties hereto have set and subscribed their respective hands directly or through their respective duly authorized representatives as on the date, month and year first above written.

<p>For New Okhla Industrial Development Authority</p> <p>_____ (Authorized Signatory) (LESSOR)</p>	<p>1. _____ 2. _____ (SUB-LESSEE)</p>
<p>For Pioneer eServe Private Limited</p> <p>_____ (Authorized Signatory) (LESSEE)</p>	
<p>WITNESSES:</p> <p>1. Signature _____ Name _____ Address _____ _____ _____</p>	<p>2. Signature _____ Name _____ Address _____ _____ _____</p>