

TRIPARTITE SUB-LEASE DEED

Sale consideration	:Rs. _____	Super Area :- _____ sq. mtrs (_____ sq.ft.)
Circle Rates	:Rs. _____	Covered/Carpet Area :
Stamp Duty	:Rs. _____	
Floor No.	:	_____

Calculation of Stamp Duty is done as per Rate List on
Page No.83, Serial No. 7, Colum No.7,
V-Code allotted in Software:- 0079

This Tripartite sub-lease is signed and executed at Greater Noida city on this
____ day of _____, 2015 (hereinafter referred to as "Tripartite Sub-
Lease Deed")

BY AND BETWEEN

Greater Noida Industrial Development Authority, as Authority constitute
under the provisions of Section 3 read and Section 2 (d) of the Uttar Pradesh
Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) hereinafter
referred to as the "Lessor"

AND

M/s. _____, a Company duly incorporated and
existing under the provisions of the Companies Act, 1956 and having its
registered office at _____

Mr. _____, represented by _____, Authorised Signatory, who has been duly
authorized by Board Resolution dated _____ for registration
process of units for its project at TZ-13B, Sector Tech Zone, Greater Noida
Industrial Development Area, District Gautam Budh Nagar (Uttar Pradesh)
hereinafter referred to as "Lessee", which expression, unless repugnant to the
subject or context shall include its successors and permitted assigns

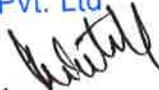
Spire Task Pvt. Ltd.
Director

1. That is consideration of a premium of Rs. ____/- which has already been paid by the "Sub Lessee" to the "Lessee" the receipt whereof the "Lessee" acknowledge, AND in consideration of payment of one time lease rent in respect of the sub leased premises which amount has been paid by the "Sub Lessee" to the "Lessee" and for which the "Lessee" hereby acknowledges receipt.

The Lessor does hereby lease the sub leased premises to the "Sub Lessee" on as in where is basis for the un-expired portion of ninety years of the main lease deed dated _____ on the terms and conditions set out hereinafter except and always reserving to the "Lessor".

- (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, earth oils, quarries in or under the plots 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 and vertical support for the surface of the plot of for the structure time being standing thereon, provided always that the "Lessor" Shall Make.
- (ii) Reasonable compensation to Lessee and Lessee shall make a proportionate payment to the sub-lessee for all damages directly occasioned by exercise of the rights reserved for the "Lessor" in the Lease Deed. The decision of the Chief Executive Officer of the "Lessor" on the amount of such compensation will be final and binding on "Lessee" and the "Sub Lessee".
- (iii) A right to lay water mains, drains, sewers or electric wires under or above the sub leased premises or the leased plot
- (iv) And the "Sub Lessee" do hereby declare and covenant with the Lessor and Lessee the following:-

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Director

“Lessor” and the “Lessee” 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/purchase.

- (6) 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.
- (7) That the Sub-Lessee shall obey all directions issued or regulation made by the “Lessor” now existing or to be issued/made in future from time to time.
- (8) 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 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 at the “Lessor” (who decision shall be final) shall fix in that behalf.

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- (9) That “Sub Lessee” may with the prior permission of the “Lessor” and subject to such conditions as the “Lessor” ~~desire~~ ^{desire} to impose, mortgage the demised premises to any government/Semi Government organization financial institution/individual/firms

the "Lessee" shall have a right to terminate this Sub-Lessee 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.

(15) Without prejudice to any other clause hereof relating to cancelation, upon the happening of any one or more of the under mentioned contingencies.

- (a) If the "Sub Lessee" of 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 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" of any other persons (s) claiming through 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 or this Sub-Lease Deed.
- (c) If the "Sub Lessee" or any other person(s) claiming through them, whether actually or purportedly transfer, 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 ~~and its solvent under~~ *bankrupt* 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

partly destroyed or rendered substantially or permanently unfit for the purpose for which it has been sub-leased.

(18) 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" representations and warranties given in this Sub-Lease Deed are found to be false.

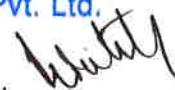
III OTHERS

(1) All notices order and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (UP Act No. 6 of 1976) of 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).

(2) 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.

(3) The Cost and expenses of preparations, stamping and registering this Sub-Lease Deed and all other incidental expenses including *Director* anu duty

Spire Techpark Pvt. Ltd.



Witness:

For and on behalf or “Lessee”

Authorised Signatory

For and on behalf or “Sub Lessee”

Authorised Signatory

Spire Techpark Pvt. Ltd.



A handwritten signature in black ink, appearing to read "Shubh", positioned above the title "Director".

Director