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TRIPARTITE SUB-LEASE DEED

THIS TRIPARTITE SUB-LEASE DEED is signed and executed at Greater Noida city on this -----day of -----, 2008 (hereinafter referred to as "Tripartite Sub-Lease Deed")

BY AND BETWEEN

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY, an Authority constituted under the provisions of Section 3 read with 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 Plot No.----, sector-----, Greater Noida-201308, Uttar Pradesh, represented by its authorized signatory / Director -----, duly authorized vide resolution dated _____ passed by the Board of Directors , hereinafter referred to as the "LESSEE" which expression , unless repugnant to the subject or context, shall include it successors and permitted assigns)

AND

M/s _____, a Company duly incorporated and existing under the provisions of the Companies Act, 1956 and having its registered office at Plot No.----, sector-----, Greater Noida-201308, Uttar Pradesh, represented by its authorized signatory / Director -----, duly authorized vide resolution dated _____ passed by the

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expression , unless repugnant to the subject or context, shall include it successors and permitted assigns)

WHEREAS a lease deed dated _____ has been executed and duly registered by the "**LESSOR**" in favour of the "**LESSEE**" whereby the "**LESSOR**" has leased to the "**LESSEE**" the plot of land demarcated as Plot No _____, Sector _____, Greater Noida, Uttar Pradesh admeasuring _____ sq. mt. to the "**LESSEE**" for a term of ninety years commencing w.e.f _____ ;

AND WHEREAS the "**LESSEE**" has constructed buildings on the leased land and the total ground coverage thereon is _____, sq mt. consisting of a total floor area of _____ sq mt. (the "**Built-up Area**") in accordance with the terms and conditions of the Lease Deed and the plans sanctioned by the "**LESSOR**".

AND WHEREAS the "**LESSEE**" , in terms of the covenants reserved in its favour , has agreed to sell to the "**SUB LESSEE** " build up area of _____ sq. mt , more particularly demarcated as _____ , 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 along with undivided share in common portions, passages and common 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 purchased by the " SUB LESSEE"

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

I. That in consideration of a premium of Rs. _____ out of which a sum of Rs. _____ has been paid by the " SUB LESSEE " to the "LESSEE", the receipt whereof the "LESSEE " acknowledges and the balance consideration of Rs. _____ which is payable by the "SUB LESSEE" to the "LESSEE " together with interest @ _____ % p.a. in the manner hereinafter set out :

(i). A/M due date

(ii) and so on

AND in consideration of payment of a sum of Rs. _____ towards proportionate 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 Lessee does hereby leases the sub leased premises to the " SUB LESSEE" on as is 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"

The "LESSEE" and the "SUB LESSEE" hereby acknowledge and admit as per the Lease Deed, the " LESSOR" has all the rights and title to

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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 or for the structure time being standing thereon, provided always that the **"LESSOR"** shall make reasonable compensation to Lessee and Lessee shall make a proportionate payment to the Sub-Lessee for all damage directly occasioned by exercise of the rights reserved for the **"LESSOR"** in the Lease Deed. The decision of the Chief Executive Officer of the **"LESSEE"** on the amount of such compensation will be final and binding on **"LESSEE"** and the **"SUB LESSEE"**.

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

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

- (1). 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 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 inconsistency between any term of this Sub Lease Deed and the Lease Deed, the provisions of the Lease Deed

- (2). That the " SUB LESSEE" shall pay to the "LESSEE" the balance consideration in installments together with interest in the manner and on the dates set out in Article I above.
- (3). The "SUB LESSEE" shall use the sub leased premises only for the purpose of operating an I.T. industry and/ or I.T. enabled services / business, for which the same have been sub leased and for no other 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 neighbourhood.
- (4). 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 Lessee or directly to the "LESSOR", as the case may be.
- (5). 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 in future in respect of the land and the sub leased premises .
- (6). The Sub-Lessee shall not be entitled to sell, transfer, 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
- Signature*

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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 / purchaser.

- (7). That 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.
- (8). That the Sub-Lessee shall obey all directions issued or regulations made by the "LESSOR" now existing or to be issued / made in future from time to time.
- (9). 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 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.
- (10). The "SUB LESSEE" may with the prior permission of the "LESSOR" and subject to such conditions as the "LESSOR" impose, mortgage the

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demised premises to any Government/Semi Government organization/Financial Institution/ Individuals/ Firms/ Body Corporate/ Banks for the purpose of securing loan for _____ (pls. specify the purpose) .

- (11). 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 ,
- (12). 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 therefor.
- (13). 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 may be.
- (14). That the "SUB LESSEE" shall not erect or permit the sub leased premises or any part thereof any stable , sheds or other structures of description whatsoever for keeping any kind of animals whatsoever .

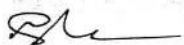


- (15). It is specifically agreed by the **"SUB LESSEE"** that in the event there is any change in constitution or change in the management or control of the **"SUB LESSEE"** or the **"SUB LESSEE"** undergoes amalgamation with any other company or transfer of interest to any third party either in whole 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.
- (16). 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 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 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 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.
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- (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.
- (f). In the event of non-observance/non-compliance of any of the terms stipulated in the lease deed.

it shall be lawful for the "**LESSOR**", without prejudice to any other legal rights or remedies available under the law, to re-enter the sub leased premises or any part thereof and thereafter this Sub-Lessee Deed shall stand determined. In the event of such determination following consequences shall follow:

- (a). If at any time of re-entry, the sub leased premises are not occupied by the "**SUB LESSEE**", the "**LESSEE**" may forfeit the whole or part consideration paid by the Sub-Lessee and the "**LESSEE**" shall have the right to sell that premises to any other person. However, the "**LESSEE**" will to give a notice in writing to the "**SUB LESSEE**" requiring him to show cause grating him reasonable time to reply .
- (b). Any losses suffered by the "**LESSOR**" and "**LESSEE**" on fresh sub lease of the premises for breaches of conditions aforesaid on the part of "**SUB LESSEE**" or any person claiming through or under him shall be recoverable by the "**LESSEE**" from the "**SUB LESSEE**".
- (17). 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



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and charge, damages from the Sub-lessee during the period of subsistence of nuisance.

(18). 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.

(19). 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

(1). 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 to 1976) or any Rules or Regulations or Directions made thereunder 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).



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- (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 preparation, 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".
- (4). The Chief Executive Officer of the "LESSOR" reserves the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and/ or expedient.
- (5). 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".
- (6). All arrears payable to the "LESSOR" shall be recoverable from the "SUB LESSEE" as arrears of land revenue.
- (7). 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 settled shall be referred for arbitration. The sole arbitrator shall be appointed by the "LESSOR". The proceedings shall be held at Gautambudh Nagar and the laws of the



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State of UP or as may be made applicable to the State of UP shall be applicable.

- (8). For all matters arising out of or relating to or concerning this agreement the jurisdiction would be of the District Court at Gautam Budh Nagar 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 WHEREOF THE PARTIES have set their hands on the day and in the year first herein below written.

Witness: Address	For and on behalf of " LESSOR " Authorised Signatory
	For and on behalf of " LESSEE " Authorised Signatory
	For and on behalf of For and on behalf of " LESSEE " Authorised Signatory

Signature