

**SUB-LEASE DEED**

**BY**

**BEST VIEW INFRACON LIMITED**

**IN FAVOUR OF**

**WinZo Games Private Limited**

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**PREMISES:**

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**DATED April 8, 2023**

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## SUB-LEASE DEED

This **SUB-LEASE DEED** (“**Deed**” or “**Sub-Lease Deed**”) is made and executed on this the 8<sup>th</sup> day of April, 2023 at New Delhi, India.

### BY

1. **BEST VIEW INFRACON LIMITED, CIN: U70109DL2008PLC185337**, a company incorporated under the provisions of the Companies Act, 2013 having its registered office at 201-212, Second Floor, Splendor Forum Building, Jasola District Centre, New Delhi, 110025, represented by its authorized signatory, Mr. Parag Dimri (hereinafter referred to as the “**Sub-Lessor**” which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns), **OF THE ONE PART**;

### IN FAVOUR OF

2. **WinZo Games Private Limited, CIN: U93090DL2016PTC307296**, a company incorporated under the provisions of the Companies Act, 2013 having its registered office at 106, Copia Corporate Tower, Jasola New Delhi 110025 Delhi, represented by its authorized signatory, Ms. Saumya Singh Rathore (hereinafter referred to as the “**Sub-Lessee**” which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns), **OF THE OTHER PART**.

*(The Sub-Lessor and the Sub-Lessee are hereinafter jointly referred to as the “Parties” and individually as a “Party”).*

### WHEREAS:

- A. Delhi Metro Rail Corporation Limited (“**DMRC**”), vide Lease Agreement dated 29.06.2017 (“**Lease Agreement**”) executed in favour of Eldeco Infrastructure and Properties Limited (“**EIPL**”), duly registered vide Registration No. 1860, granted on lease to EIPL Contract, CPD 26 R: Property Development at integrated plot admeasuring 12219 sq. mtrs, situated at Malviya Nagar, MRTS Station, New Delhi (“**Leased Area**”) for a period of 50 years commencing from the date of execution thereof, including any extension thereon (“**Lease Period**”) for the purpose of *inter alia*, development, financing, commissioning, operating and managing of the Leased Area.
- B. EIPL vide its letter dated 03.07.2017 requested DMRC for the implementation and monitoring of the Leased Area through its Special Purpose Company- the Sub-Lessor, herein, a subsidiary company of EIPL.
- C. DMRC vide its letter bearing no. DMRC/PD/MN/02/2017 dated 07.08.2017 accorded approval to EIPL’s aforesaid request for implementation and monitoring of the Leased Area through its Special Purpose Company, the Sub-Lessor herein.
- D. A Supplementary Lease Agreement for the Leased Area was signed between DMRC, EIPL and Sub-Lessor on 27.03.2018 (herein “**Supplementary Lease Agreement**”) and same was duly registered vide Regn No. 2977, whereby, the Sub Lessor got absolute right for implementation, monitoring, operation, maintenance, marketing of the Leased Area and to commercially exploit the Leased Area as allowable under the Lease Agreement. By virtue of Supplementary Lease Agreement, the Sub-Lessor was entitled to sub lease the built-up site/property units in the Leased Area to any person or

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- entity after adding the necessary structure and utility services and receive revenue therefrom.
- E. The Sub-Lessor has developed the Leased Area as approved by DMRC under terms of the Lease Agreement and Supplementary Lease Agreement. The Leased Area is marketed and branded by the Sub Lessor under the name 'Eldeco Centre' (herein "**Project**").
- F. The Sub-Lessee is engaged in the business of production, development, marketing, and promotion of media and entertainment content including gaming events/ games and runs and operates a digital gaming platform(collectively "**Business**").
- G. The Sub Lessee accepts and acknowledges that:
- i. The Sub Lessor has been entitled during the subsistence of Lease Agreement and Supplementary Lease Agreement, to use the Leased Area/Project and sublease the built-up space/s in the Project subject to the terms and conditions contained in the Lease Agreement, Supplementary Lease Agreement, and all applicable laws.
  - ii. The sub lease granted to the Sub- Lessee/s under this Sub-Lease Deed shall terminate simultaneously with the termination of the Lease Agreement and Supplementary Lease Agreement including in circumstances of premature termination of the Lease Agreement and Supplementary Lease Agreement by DMRC for any reason whatsoever in terms of such agreements. The Sub Lessee under this Sub Lease Deed shall not have any claim whatsoever against DMRC for any such termination.
- H. DMRC vide letters dated 12.08.2022 & 28.11.2022 allotted additional land/FAR of 3683 SQM ("**Additional Land**") to Sub Lessor and further permit the Sub Lessor to utilize additional FAR of this plot of 3683 SQM on the Leased Area/Project. The sub lease of Additional Land to be executed/executed in favour of Sub Lessor shall be co-terminus with the Lease Agreement dated 29.06.2017 and Supplementary Agreement dated 27.03.2018 and 15.12.2020.
- I. The Sub-Lessor is well and sufficiently seized and possessed of and otherwise entitled to Unit No.,I3R,I4R,I5R, I3C, I4C,I5C,I6C, I1F, I2F,I3F,I4F,I5F,I6F,I7F,I8F situated at First Floor, at the Project, having Built-up Area admeasuring 13,917 Sq. Ft and Super Built Up Area admeasuring 23195 Sq Ft, (hereinafter referred to as the "**Premises**") in the Project more fully described in the Schedule hereunder and demarcated in the Plan annexed hereto as **Annexure 1**.
- J. The Sub-Lessee being fully conversant with the terms and conditions of DMRC, and having satisfied itself by way of due diligence as to the rights and title of the Sub Lessor in the Leased Area/Project/Additional Land and the Premises and to the right/title of the Sub Lessor to sub-lease the same, has approached the Sub Lessor for taking the Premises on sub-lease basis for running the said Business ("**Sub-Lease**").
- K. The Parties are executing this Sub-Lease Deed to reduce to writing the terms and conditions with respect to the sub-lease of the Premises to the Sub-Lessee.

**NOW THIS SUB-LEASE DEED WITNESSETH AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATIONS**

## 1.1. DEFINITIONS

Unless the context herein otherwise provides and apart from the terms which may be defined elsewhere in this Sub-Lease Deed, the following terms shall have the meanings assigned hereto:

- (a) “**Affiliate**” shall mean, with respect to the Sub-Lessee, any specified Person that Controls, is Controlled by or is under common Control of the Sub-Lessee;
- (b) “**AHU**” shall mean Air Handling Unit;
- (c) “**Applicable Law**” shall mean any laws, statutes, rules, regulations, directives, ordinances, bye laws, codes of conduct, mandatory guidelines which have legal effect, judgments, awards, decrees, writs, orders, directive, guideline, policy, or requirements of any Governmental Authority (as defined hereinafter) and other binding actions or requirements of any government; department, agency or instrumentality of any government; regulatory authority; or any court or arbitral tribunal in India for the time being in force;
- (d) “**BTU**” shall mean British Thermal Unit;
- (e) “**Building**” shall mean the building called “Eldeco Centre” developed on the land admeasuring 12,219 square meters comprising of 3 basements, Ground First, Second, and Third floors and future expansion with respect to Additional Area
- (f) “**Building Systems**” shall mean utilities such as power, water, sewerage facilities, fire protection systems, elevators servicing all floors (such elevators being fitted with power failure systems) and plumbing systems, together with the Building’s electrical, plumbing, fire protection, mechanical and other systems.;
- (g) “**Business Days**” shall mean a day other than Sunday or public holidays on which scheduled commercial banks are open for normal banking business in New Delhi;
- (h) “**Business Hours**” shall mean 8 am to 8 pm every day of the year, on Business Days except Sundays and public holidays;
- (i) “**Built-up Area**” shall mean all enclosed useable space that is available for the exclusive use of the Sub-Lessee including the area of external walls of the said office units, including column spaces, any dedicated air handling unit room, electrical room, pantry, toilets, telecom room etc. Built-up Area shall not include parking spaces and any Common Areas;
- (j) “**Common Areas**” shall mean those portions of the Land and Building not intended to be sub-leased to or used exclusively by any tenant, including designated lobbies, corridors, pedestrian passageways, infrastructure, sidewalks, ramps, driveways, terraces, landscaped areas, planted areas and the grounds of the Land and other areas used in common by occupants of the Building;
- (k) “**Control**” shall have the meaning assigned to such term under Section 2(27) of the Companies Act, 2013;
- (l) “**DG**” shall mean diesel generator or equivalent gas fueled generators;
- (m) “**Encumbrance**” shall mean (i) a security interest of whatsoever kind or nature including any mortgage, charge (whether fixed or floating), pledge, lien (including

negative lien), hypothecation, assignment, deed of trust, title retention, or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any person including any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under Applicable Laws, (ii) any voting agreement, interest, option, right of first offer, or refusal or transfer restriction in favour of any person, and (iii) any adverse claim as to title, possession, access or use. The terms "Encumber" and "Encumbered" shall be construed accordingly;

- (n) **"Fit Out Period"** shall mean the time during which the Sub-Lessee carries out the necessary alterations/fit outs on the Premises and which shall be a period commencing from the Lease Commencement Date till the expiry of 3 (Three) months 15 (fifteen) days;
- (o) **"Force Majeure"** shall mean earthquake, flood, inundation, landslide, storm, tempest, hurricane, cyclone lightning thunder or other extreme atmospheric disturbances, caused by reasons not attributable to either Party, act of terrorism, war, hostiles (whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war, strikes, boycott, government imposed orders of lockdowns, or any other similar events beyond the control of the Parties;
- (p) **"Governmental Authority"** shall mean the Government of India or of any State or Union Territory in India, or any department thereof, any semi-governmental or judicial or quasi-judicial person in India or any person (whether autonomous or not) who is charged with the administration of an Indian law;
- (q) **"HVAC"** shall mean heating, ventilating and air conditioning;
- (r) **"KVA"** shall mean Kilo Volt Ampere;
- (s) **"Land"** shall mean the parcel of property situated at Malviya Nagar, MRTS Station, New Delhi more fully described in **Schedule A**;
- (t) **"LCD"** or **"Lease Commencement Date"** shall mean 15<sup>th</sup> April 2023 or earlier in case the handover of Premises to Sub-Lessee is completed before 15<sup>th</sup> April 2023.
- (u) **"Lease Term"** shall have the meaning ascribed to the term in Clause 4.1;
- (v) **"Letter of Intent"** or **"LOI"** shall mean the letter of intent dated 28<sup>th</sup> February 2023 executed between the Parties;
- (w) **"Lock-in Period"** shall have the meaning ascribed to the term in Clause 21.1;
- (x) **"Maintenance Agency"** shall mean the maintenance agency appointed by the Sub-Lessor in terms of this Sub-Lease Deed (including **Appendix A**);
- (y) **"Maintenance Charges"** shall mean the maintenance charges payable by the Sub-Lessee to the Sub-Lessor/ Maintenance Agency for the provision of the Maintenance Services in terms of this Sub-Lease Deed (including **Appendix A**);
- (z) **"Maintenance Services"** shall mean the maintenance services to be provided by the Sub-Lessor as going to be detailed in **maintenance agreement, which is**

**going to be signed separately between the parties;**

- (aa) **“Occupation Approvals”** shall mean all applicable statutory approvals and applicable renewals required to complete development of the Building and ensure occupancy thereof including the required fire NOC, occupancy certificate, Chief Electrical Inspector to Government (“CEIG”) certificate for lifts & DG, Consent to Establish and Operate STP & DG etc.
- (bb) **“Person”** shall mean any natural person, firm, company, joint venture, partnership, association or other entity (whether or not having separate legal personality);
- (cc) **“Premises”** shall mean the office space comprised on the 1<sup>st</sup> floor of the Building, more fully described in **Schedule B**. The floor plan of the Premises is attached hereto as **Annexure 1**;
- (dd) **“Rent”** shall have the meaning ascribed to the term in Clause 5.1;
- (ee) **“Rent Commencement Date” or “RCD”** shall mean expiry of Fit Out Period or from the date of commencement of said Business by the Sub Lessee on the Premises, whichever is earlier.
- (ff) **“Rent Free Period”** shall mean rent-free months for a total of 5.5 months comprising of the first three and a half months (3.5 months or 105 days) from the LCD and a 2 Months of additional rent-free months to be given as per the following:
- 1 Month Rent Free at 24th Month from the Lease Commencement Date
  - 1 Month Rent Free at 36th Month from the Lease Commencement Date
- The Rent Free Period of first three and a half months (3.5 months or 105 days) months is subject to the commencement of Business.
- (gg) **“Security Deposit”** shall have the meaning ascribed to the term in Clause 7.1;
- (hh) **“Sub-Lease Deed”** shall mean this sub-lease deed and the schedules, appendices and annexures attached hereto and any amendments hereto made in writing and duly executed by the Parties;
- (ii) **“Super Built-Up Area”** shall, in respect of the Building or any part thereof, mean Built Up Area plus proportionate share in all the Common Areas, amenities and service area in the Building, but does not include areas designated as private by the Sub Lessor in terrace areas, basements etc.

**1.2. INTERPRETATION**

Unless the context otherwise requires in this Sub-Lease Deed:

- (a) words importing persons or parties shall include firms and corporations and any organizations having legal capacity;
- (b) words importing the singular include the plural and vice versa where the context so requires;

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- (c) reference to any Applicable Law shall include such Applicable Law, as from time to time, enacted, amended, supplemented or re-enacted;
- (d) reference to any gender includes a reference to all other genders;
- (e) reference to the words "include" or "including" shall be construed without limitation;
- (f) reference to this Sub-Lease Deed or any other agreement, deed or other instrument or document shall be construed as a reference to this Sub-Lease Deed or such other agreement, deed or other instrument or document as the same may from time to time be validly amended, varied, supplemented or novated;
- (g) the provisions of this Sub-Lease Deed shall be read and interpreted in conjunction with the schedules, appendices and annexures hereto and schedules, appendices and annexures hereto shall be a part and parcel of this Sub-Lease Deed; and
- (h) the headings and titles in this Sub-Lease Deed are indicative only and shall not be deemed part a hereof or be taken into consideration in the interpretation or construction hereof.

## **2. GRANT OF SUB-LEASE**

- 2.1. In consideration of the Rent and other charges agreed to be paid by the Sub-Lessee to the Sub-Lessor as set out in this Sub-Lease Deed and the Sub-Lessee complying with the covenants and conditions set out herein, the Sub-Lessor hereby grants by way of sub-lease to the Sub-Lessee and the Sub-Lessee hereby takes on sub-lease from the Sub-Lessor, the Premises.

## **3. DELIVERY OF THE PREMISES**

- 3.1. The Sub-Lessor shall deliver possession of the Premises to the Sub-Lessee on or before 15<sup>th</sup> April 2023.
- 3.2. The Sub-Lessor acknowledges that the Sub-Lessee shall require the Sub-Lessor's approval/ NOC to carry out the fit outs works at the Premises without disturbing structural stability of the existing Building. The Sub-Lessor agrees to execute material documents in a timely manner prior to the execution of this Agreement, as required by the Sub-Lessee (including NOCs) with respect to carrying out the proposed fit outs by the Sub-Lessee (as per the rules and regulations of the concerned authority).
- 3.3. The Sub-Lessor shall be responsible for obtaining all applicable Occupational Approvals including but not limited to Fire NOC or any other statutory approval as may be required from government authorities only for the Building, at its own costs and expenses, without any recourse to the Sub-Lessee.
- 3.4. The Sub-Lessee shall be responsible for obtaining Fire NOC for the Premises at its own cost and expenses.

## **4. TERM AND RENEWAL**

- 4.1. The sub-lease in respect of the Premises shall be for a period of 9 (Nine) years commencing from the Lease Commencement Date hereof ("**Lease Term**").

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- 4.2. The Sub-Lessee will, at its sole option, be entitled to renew the lease of the Premises on expiry of the Lease Term for a mutually agreeable term. The Sub-Lessee will serve notice to this effect on the Sub-Lessor, 6 (six) months prior to the expiry of the Lease Term. It is clarified that renewal shall be on mutually agreeable terms and conditions save and except that there shall be no lock-in period during any renewal term. At the time of the renewal, a fresh lease deed shall be executed by the Parties and the same shall be appropriately stamped and registered with the appropriate registering authority.
- 4.3. The grant of Premises on sub lease under this Deed shall be subject to a Lock-in Period, (*defined hereinafter*) during which either Party shall not be entitled to terminate the Sub-Lease Deed except for any reasons mentioned in clause No. 21.

## **5. RENT FOR THE PREMISES**

- 5.1. The monthly consideration payable by the Sub-Lessee to the Sub-Lessor with respect to the Premises shall be Rs. 165/- (Rupees One Hundred & Sixty Five) per Sq ft of Super Built-up Area per month ("**Rent**") equivalent to an amount of Rs 38,27,175/- (Rupees Thirty Eight Lacs Twenty Seven Thousand & One Hundred & Seventy Five only) subject to deduction of taxes at source by the Sub-Lessee plus applicable taxes and/or GST.
- 5.2. The commencement date of the Rent shall start immediately on expiry of Fit Out Period **OR** from the date of commencement of said Business by the Sub Lessee on the Said Premises, whichever is earlier, (in either case "**Rent Commencement Date**" or "**RCD**").
- 5.3. The Rent shall be increased after the completion of every consecutive 3 (Three) year/s from Lease Commencement Date, by 15 (Fifteen)% over the last paid Rent. The payment of Rent and the escalation is detailed in **Annexure 2** hereunder.
- 5.4. On commencement of Rent (as defined in 5.2) , the Rent shall be paid by the Sub Lessee to the Sub Lessor in advance on a monthly basis, by 10<sup>th</sup> day of every month for which it is payable. The invoice for the same shall be raised by 1<sup>st</sup> of every month.
- 5.5. In case of delay in making payment of Rent payable by the Sub-Lessee beyond the date it becomes due on the Sub- Lessee shall be liable to pay interest @ 15 % per annum for the aforesaid period of delay. All payments under this Sub-Lease Deed, including the payment of Rent, shall be made by way of cheque/pay order/demand draft in the Sub-Lessor's escrow account.
- 5.6. The Rent shall be exclusive of all property taxes, which shall be solely borne and paid by the Sub- Lessor, without any recourse to the Sub-Lessee.
- 5.7. The Rent is subject to all applicable deductions of tax at source as per the provisions of the Income Tax Act, 1961. The GST or any other tax, as applicable on the Rent shall be paid by the Sub-Lessee. The Sub-Lessee shall provide to the Sub-Lessor, certificates of tax deducted at source in accordance with the Applicable Laws.

## **6. Car Parking**

- 6.1. 23 Car Parking to be provided at no cost by Sub-Lessor. Additional car parking charges would be INR 7000+ applicable taxes per car park per month (subject to availability)



## 7. SECURITY DEPOSIT

- 7.1. The Sub-Lessee has agreed to pay a sum equivalent to 6 (Six) months of Rent, aggregating to Rs. **2,29,63,050/- (Rupees Two Crores Twenty-Nine Lacs Sixty-Three Thousand & Fifty only)** as Interest Free Refundable Security Deposit (hereinafter referred to as the “**Security Deposit**”). The Sub-Lessee has deposited with the Sub-Lessor an amount of Rs 38,27,175/- (Rupees Thirty Eight Lacs Twenty Seven Thousand & One Hundred & Seventy Five only) towards part payment of Security Deposit vide UTR: SCBLR12023030200804551 dated 2.03.2023 with the execution of LOI and Sub-Lessor hereby acknowledges the receipt and sufficiency of the same. The balance Security Deposit of Rs. 1,91,35,875/- (Rupees One Crore Ninety One lacs, Thirty Five Thousand Eight Hundred Seventy Five) would be payable simultaneously with signing of this Sub-Lease Deed)
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- 7.2. The Parties agree that the Security Deposit shall remain fixed during the entire Lease Term, and no further monies other than the dues mentioned in the clause 7.1 shall be payable by the Sub-Lessee towards the Security Deposit.
- 7.3. The whole amount of Security Deposit shall be refunded by the Sub Lessor to the Sub Lessee at the time of expiration of this Sub Lease Deed or sooner determination thereof within 15 (fifteen) days of the handing over of the vacant, peaceful possession of the Premises to the Sub Lessor, subject to deduction of any unpaid Lease Rent, CAM Charges, other deductible amounts i.e., electricity, water, damages etc. in terms of this Sub Lease Deed that are due and payable by the Sub-Lessee.
- 7.4. In case the Sub Lessor fails to refund all the Security Deposit made by the Sub Lessee, subject to adjustment, if any, pursuant to the conditions contained in this Sub Lease Deed within 15 (fifteen) days of Sub Lessee handing over of the vacant, peaceful possession of the Premises to the Sub Lessor, then the Sub Lessor has to make payment of such Security Deposit together with interest @ 15 % per annum for the period of delay.
- 7.5. The Sub-Lessor shall, upon the expiry or termination of this Sub-Lease Deed, subject to deduction of any arrears of Rent, CAM, Charges electricity charges or any amounts due and payable by the Sub-Lessee to the Sub-Lessor and based on documentary evidence, refund the balance Security Deposit no later than 15 (fifteen) days of Sub Lessee handing over of the vacant, peaceful possession of the Premises to the Sub Lessor.

## 8. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 8.1. **The Sub-Lessor represents, warrants and covenants to the Sub-Lessee as follows:**
- (a) By virtue of Lease Agreement & Supplementary Lease Agreement, the Sub-Lessor is entitled to sub lease the Premises to any person or entity on such terms as agreed herein;
  - (b) It has the necessary authority to enter this Sub-Lease Deed and the relevant resolutions in that regard have been passed;
  - (c) The Premises are not sub-leased to or occupied by any other person, and the Sub-Lessor and no other tenants have expansion options, or other similar rights with respect to the Premises or any part thereof;

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- (d) No notice or claim(s) has been received by the Sub-Lessor pertaining to acquisition or requisition of the Land, Building or any parts thereof by any Governmental Authority;
- (e) There is no litigation in process, pending or threatened involving the Sub-Lessor in relation to the Land or the Building. The Sub-Lessor shall give the Sub-Lessee immediate notice of any such claim, litigation, proceeding or investigation, which becomes known to it prior to or during the Lease Term;
- (f) The Building has been constructed in accordance with Applicable Law and best industry standards, in accordance with the plans sanctioned by concerned department and the Sub-Lessor has obtained and shall continue to maintain all Occupational Approvals required to develop, complete, occupy and use the Building and Additional Land for commercial purposes;
- (g) No public or private action or building regulation prohibits or prevents, or will prohibit or prevent, the Sub-Lessee from using the Premises as agreed in this Sub-Lease Deed;
- (h) The Sub-Lessor has no liability for any taxes, or any interest or penalty in respect thereof, of any nature that is or may become an Encumbrance against the Premises;
- (i) There is no environmental contamination or any hazardous substances or chemicals on the Land or any part thereof. If there is any environmental contamination or any hazardous substances or chemicals on the Land or any part thereof, the same will be rectified at the sole cost of the Sub-Lessor and the Sub-Lessor shall be responsible for all claims and liabilities raised in this regard, indemnifying the Sub-Lessee against any damages, provided that such contamination or hazard is for reasons not attributable to the Sub-Lessee;
- (j) The Land has been converted for commercial purposes and there is no impediment for the Sub-Lessee to use the Premises. All permissions necessary for the occupation and use of the Premises have been obtained by the Sub-Lessor at the Sub-Lessor's cost and expense and the Sub-Lessor shall ensure at all times during the Lease Term that all approvals and permits are kept in a state of constant compliance, and renewed periodically, if required. A copy of all approvals for the development, completion and occupancy of the Land and Building have been provided to the Sub-Lessee prior to execution of this Sub-Lease Deed. The Sub-Lessor shall in addition to this provide the Sub-Lessee with a copy of all the applicable renewals as and when they are due;
- (k) Subject to the provisions of this Sub-Lease Deed, the Building Systems shall be available at the Building and the Sub-Lessee shall have the right to use the same during the Lease Term as per the norms of the Maintenance Agency;
- (l) As on the Execution Date (a) the structural elements of the Building including but not limited to the exterior walls, roofs, corridors, load bearing walls, foundations; and (b) the Building Systems are in sound and in good working condition;
- (m) The Sub-Lessor shall comply with all existing and future Applicable Laws including any rules and regulations and also all requirements of any and all Governmental Authorities in relation to the Building during the subsistence of this Sub-Lease Deed;
- (n) Sub-Lessor is going to carry out further works including renovation, extensions and fit outs of the Building including additional construction with regards to Additional Area at their sole cost, the Sub-Lessor shall provide a written notice of the said works and shall ensure uninterrupted access, operations and services to the Sub Lessee.

**8.2. The Sub-Lessee represents, warrants and covenants as follows:**

- (a) It has the necessary authority to enter into this Sub-Lease Deed and the relevant resolutions in that regard have been passed.
- (b) The Sub-Lessee shall always observe and perform all the terms and conditions, covenants and provisions under this Sub-Lease Deed. It shall not do, omit or knowingly suffer to be done anything whereby the rights of the Sub-Lessor under Agreement, this Sub-Lease Deed or Applicable Law are violated, forfeited, jeopardized or extinguished.
- (c) The Sub-Lessee shall not in any manner carry out any unlawful, illegal or dangerous activity in the Premises/ Common Areas.
- (d) The Sub-Lessee shall be responsible for the safety and security of all its materials, equipment and goods.
- (e) The Sub-Lessee shall not store any inflammable items without securing all statutory permission and fully implementing safety regulations required for the said purpose and such safety measures as may be reasonably and properly recommended by the Sub-Lessor.
- (f) Save and except the Occupational Approvals required to be sought by the Sub-Lessor, the Sub-Lessee shall obtain all necessary licenses/approvals and permissions from concerned Governmental Authorities, other than those for which the Sub-Lessor is responsible under this Sub-Lease Deed, for carrying out said Business at the Premises and shall keep the same valid and subsisting during the tenure of this Sub-Lease Deed.

The stipulation/condition of the Lease Agreement and Supplementary Lease Agreement that the sub lease granted to the respective sub- lessee/s under this Sub-Lease Deed shall terminate simultaneously with the termination of the Lease Agreement and Supplementary Lease Agreement including in circumstances of premature termination of the Lease Agreement and Supplementary Lease Agreement by DMRC for any reason whatsoever in terms of such agreements. The Sub Lessee under this Sub Lease Deed shall not have any claim whatsoever against DMRC for any such termination.

- (g) It is the owner/licensee of the Intellectual Property Right (IPR) being used in the Premises, if any, and has full right, title and interest in the use of such IPR and that it shall operate from the Premises only with valid and subsisting ownership/license of the IPR in its favour. Any IPR if used by the Sub-Lessee in Premises/ Building does not and shall not infringe the IPR of any third party.
- (h) The Sub-Lessee undertakes to hold the Sub Lessor harmless from any action brought about by any third party for any IPR infringement by the Sub-Lessee.
- (i) The Sub-Lessee shall be responsible for adhering to the sanctioned load capacity of AHU and Electricity. Further, the Sub-Lessee shall be responsible for maintaining the internal electrical appliances.

**9. USE OF THE PREMISES**

- a) The Sub-Lessee shall have the right to use the Premises for said Business;

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- and during Business Hours on defined Business Days.
- b) The Sub-Lessor shall provide the right to the Sub-Lessee (including its employees, customers, visitors, service providers, contractors, partners, dealers and all others connected with the Sub-Lessee from time to time) to use and access the Premises, Common Areas and all other services that shall be provided by the Sub-Lessor in accordance with the provisions of this Sub-Lease Deed as per the prevailing rules and regulations/guidelines of Sub Lessor/Maintenance Agency;
  - c) The Sub-Lessee shall be entitled to free and uninterrupted passage of water, electricity, sewerage, etc., from and to the Premises through the common pipes, sewer lines, drains and water courses, cables, pipes and wires which are, or may at any time hereafter be, in, under or passing through the Land.

## 10. INSPECTION

- 10.1 The Sub-Lessor or its authorized agents shall have the right to enter upon and inspect the Premises after business hours on any working day after giving \_ 24 hours prior written notice to the Sub-Lessee, except in case of any contingency which requires immediate intervention, however, any such inspection shall does not disturb the Sub-Lessee's operations or their Business at the Premises. The Sub-Lessor acknowledges that any inspection by the Sub-Lessor or its agents shall be subject to the Sub-Lessor or its agents being at all times be accompanied by a representative of the Sub-Lessee.

## 11. ALTERATIONS

- 11.1. The Sub-Lessee shall not make any structural alterations or additions to the Premises, without the prior written consent of the Sub-Lessor. If any addition or alteration is approved, by the Sub-Lessor, the Sub-Lessee shall, upon the expiry of the Lease Term or earlier termination of this Sub-Lease Deed, not be obliged to restore the Premises to its original condition as regards such additions or alterations. The Sub-Lessee shall secure at its cost all the permissions required for such alterations or additions from the concerned Governmental Authority, prior to commencing with works of such addition or alteration. The Sub-Lessor shall, at the Sub-Lessee's request and cost, provide any assistance or certificate of no objection required for the procurement of such permission.
- 11.2. The Sub-Lessee shall after prior approval from the Sub-Lessor, have the right to carry out its fit outs and make non-structural improvements or additions within the Premises to enhance the usability of the Premises ("**Sub-Lessee Improvements**") in accordance with the Sub-Lessee's business needs at its cost and using such contractors as are selected by it. The fit outs shall be carried out by Sub Lessee only during the permitted hours and as per the policy of Sub Lessor. It is further clarified that the Sub- Lessee may carry out such additions and/or alterations including interior works of temporary removable nature inside the Premises as may be necessary for carrying out its Business after prior approval from Sub-Lessor without causing any damage to the Premises or neighboring premises and in accordance with law but shall not carry out any structural changes in the Premises. The Sub- Lessee shall indemnify and keep the Sub-Lessor indemnified for any loss or damages done to any life or property of Sub-Lessor in the event of any such damages while carrying out the said alteration/s.
- 11.3. The Sub- Lessee shall keep the Premises in tenantable and proper condition and shall not damage the same. During the Lease Term, any damage to the Premises or to Common Areas of the Building directly attributable to the actions of Sub-Lessee, or

those of persons who visit the Premises to meet with the Sub-Lessee, or upon the Sub-Lessee's request or instructions, shall be liability of the Sub Lessee.

## 12. ELECTRICITY & WATER SERVICES

- 12.1 The Sub Lessor shall provide independent electric meter & water meter connection in the Premises. The Sub Lessee shall bear, pay and discharge water charges and electricity charges (supplied through Grid & DG), HVAC charges and all other utilities as per the bills received from the Sub Lessor/Maintenance Agency/concerned authorities from time to time towards the consumption of electricity service and water charges within the Premises during the Lease Term.

## 13. MAINTENANCE

- 13.1. The Sub-Lessor or the Maintenance Agency appointed by the Sub-Lessor will be responsible for maintenance, security and management of the Common Areas, Building Systems and landscaping of the Project.
- 13.2. The internal maintenance of the Premises excluding base building equipment installed by the Sub-Lessor shall be done by the Sub-Lessee at its own cost. The Sub-Lessor or the Maintenance Agency shall be responsible for the maintenance of the AHUs within the Premises provided by the Sub-Lessor at its own cost. The Sub-Lessor shall be responsible in securing fresh AMCs or renewing the existing AMCs in respect of AHUs within the Premises and share the copy of the same with the Sub Lessor.
- 13.3. The Sub- Lessee shall pay to the Sub Lessor, the Common Area Maintenances charges ("**CAM Charges**"). The CAM Charges are payable from Rent Commencement Date. The Charges shall be payable in advance for each month by the 10<sup>th</sup> day of each month. Any increase in input costs, taxes etc., for providing the CAM services shall be borne and payable by Sub-Lessee proportionately. The GST or any other tax, as applicable on the CAM charges shall be paid by the Sub-Lessee. During Fit Out Period, the Sub Lessee shall pay 50% of CAM Charges for such period, however, if the Sub-Lessee commences its Business operations before the expiry of Fit Out Period, then the complete amount for CAM charges shall be payable by the Sub-Lessee from the date of commencement of Business.
- 13.4. For the Rent Free Period of first three and a half months (3.5 months) the Sub-Lessee shall pay 50% of CAM Charges and charges of other utilities as per actuals. Further, the additional rent-free months (24<sup>th</sup> and 36<sup>th</sup> Month) of the Rent Free Period shall be applicable on Rent only, and complete CAM Charges and any other utility charges as applicable shall be paid by Sub-Lessee during the additional Rent-Free Months.
- 13.5. The Parties shall enter into a separate maintenance agreement providing for the common area maintenance services to be provided by the Sub Lessor and the Parties shall abide to the terms and conditions contained therein.
- 13.6. The Sub-Lessee shall pay a sum equivalent to 3 (Three) months of CAM Charges towards CAM Interest Free Security Deposit (hereinafter referred to as the "**CAM Interest Free Security Deposit**"). It is hereby agreed between the Parties that the total CAM Interest Free Security Deposit shall be deposited with the Sub Lessor as per the Letter of Intent.
- 13.7. The Sub Lessee shall be liable for paying extra CAM charges on account of it carrying operations beyond standard Business Hours. The extra CAM charges may be derived



on considering the overall actual cost/expenses/fee/taxes etc., attributable to the Sub Lessee's extra hours of operation, and subject to the detailed terms of the Maintenance Services Agreement.

- 13.8. Maintenance services on payment of additional charges on public and national holidays can only be provided if the Sub lessor gets the requisite approval from the local administration/ competent authority(ies) and not otherwise.
- 13.9. The default in payment of CAM Charges shall be treated equivalent to default in payment of Rent in line with Clause 21.4.

#### **14. REPAIRS**

- 14.1. The Sub-Lessor shall maintain and make all necessary repairs or replacements to the structural elements, exterior walls, roof, support beams, corridors, foundations, parking spaces, bearing walls, exterior doors, Building Systems and replacement of elevators and structural portions of, and within, the Premises for as long as the Sub-Lessee retains a sub-leasehold right in the Premises. The Sub-Lessor shall be responsible for the repair of all defects (including latent defects) in the construction of the Premises at its own cost unless any such repairs are required to be carried out due to any negligence or wilful misconduct of the Sub-Lessee. Any defect caused due to Sub-Lessee's negligence or wilful misconduct, shall be repaired/replaced at the cost of the Sub Lessee. The Sub Lessee shall be responsible for repair and maintenance of its fitouts and equipment inside the Premises at all times.
- 14.2. If the Sub-Lessor fails to perform any of its obligations within reasonable time, the Sub-Lessee shall have the right to perform such obligations itself, and the Sub-Lessor shall reimburse the Sub-Lessee for the entire cost of performing such obligations within 7 (seven) days of receipt of an invoice for such costs from the Sub-Lessee. If the Sub-Lessor fails to reimburse the Sub-Lessee for such costs within the above-mentioned period, the Sub-Lessee shall have the right to deduct such costs from future Rent payable to the Sub-Lessor.
- 14.3. In the event the repairs performed by the Sub-Lessor, or the occurrence of an event that caused the repairs to be performed by the Sub-Lessor, materially impacts the ability of the Sub-Lessee to use the Premises for its intended use, there shall be a pro rata abatement of Rent and other charges payable from the date of the event that caused the repairs to be performed by the Sub-Lessor, till the date the Premises are restored to good condition.
- 14.4. In the event that the Sub-Lessor has not paid any of the utility charges or other amounts to the concerned Governmental Authorities and/or service providers of the Premises or where the Sub-Lessor fails to provide the maintenance services, which disrupts or interferes with the operations of the Sub-Lessee at the Premises, the Sub-Lessee shall have the right, but not the obligation, to make payment of the same to the concerned Governmental Authorities and/or service providers, and the Sub-Lessor shall reimburse the Sub-Lessee for the entire cost of performing such obligations within 7 (seven) days of receipt of an invoice for such costs from the Sub-Lessee. If the Sub-Lessor fails to reimburse the Sub-Lessee for such costs within the above-mentioned period, the Sub-Lessee shall have the right to deduct such costs from future Rent payable to the Sub-Lessor.

## 15. COMPLIANCE AND APPROVALS

- 15.1. In case of any conflict between the terms of Lease Agreement, Supplementary Lease Agreement and this Sub Lease Deed between the Sub-Lessor and Sub- Lessee, the terms/provisions of Lease Agreement and Supplementary Lease Agreement shall prevail and govern;
- 15.2. The Sub- Lessee shall obtain at its own cost and expenses all requisite licenses, permits, permissions, approvals, sanctions etc. including fire NOC from the authorities concerned from time to time, as required for the running, management and operation of the its Business and shall always indemnify, hold harmless and keep indemnified the Sub-Lessor from and against any claims/penalties/ proceedings civil or criminal initiated by the said authorities and/or the Sub- Lessee's, employees, workmen etc., in connection with the business of the Sub- Lessee at the Premises;
- 15.3. The Sub-Lessee further covenants with the Sub-Lessor to and perform the following:
- i. To carry out the day-to-day maintenance of the Premises and the fixtures and fittings installed therein and the normal maintenance, minor repairs, including painting and polishing the interior of the Premises at its own cost.
  - ii. The Sub-Lessee shall use or permit to be used for receipt, delivery or movement of any goods, wares or merchandise or articles of bulk or quantity only such parts of the Premises and the Common Areas and at such times as the Sub-Lessor/Maintenance Agency may from time to time direct and at such times as are prescribed by the Lessee.
  - iii. The Sub-Lessee shall load and unload its goods from the place & timing as suggested by Sub Lessor /Maintenance agency, strictly in accordance with the Regulations/Guidelines issued and approved by Sub-Lessor/ DMRC/Maintenance Agency.

## 16. TAXES

- 16.1. All property and municipal taxes to be paid with respect to the Land and the Building (including the Premises) shall be paid by the Sub-Lessor and the Sub-Lessor shall bear its own corporate taxes;
- 16.2. In the event that the Sub-Lessor fails to pay the said taxes and if the concerned Governmental Authority demands payment of the said taxes from the Sub-Lessee, the Sub-Lessee may at its discretion pay the property tax and municipal taxes after giving notice of the same to the Sub-Lessor and deduct the amount from the future Rent payable by the Sub-Lessee to the Sub-Lessor;
- 16.3. All taxes payable due to the business activities carried on by the Sub Lessee in the Premises or any GST/any other taxes/charges etc on the Rent, car parking charges and CAM Charges shall be borne and paid by the Sub Lessee.

## 17. ASSIGNMENT AND SUBLETTING

- 16.2 The aforesaid right of Sub Lessee to sub-lease the Premises or any part thereof to its Affiliates shall be permitted as per the DMRC policy in this regard and on payment of

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requisite charges/fee etc as may be determined by Sub Lessor/DMRC. It is clarified that the aforesaid permission to Sub Lessee to sub lease shall only be for Business mentioned in Recital F.

## **18. INSURANCE**

- 18.1. The Sub- Lessee shall take adequate insurance policies for the equipment, fittings and fixtures installed in the Premises and the merchandise displayed/stored therein and against risk of loss/damages to any third parties. The Sub- Lessee shall provide copies of such insurance cover notes/ policies/ renewals to the Lessee within seven days of written demand by the Sub lessor. The Sub- Lessee shall not do or permit to be done any act or thing which may render void or voidable any insurance policy of the Building or any part thereof or to cause any increase in premium in respect thereof.

## **19. INDEMNITY**

- 19.1. Without prejudice to any other indemnity available to the Sub-Lessee under this Sub-Lease Deed, the Sub-Lessor shall indemnify and hold the Sub-Lessee, its officers, directors, agents, representatives and employees ("**Sub-Lessee Indemnified Parties**") harmless against all claims, liabilities, damages, charges, expenses, costs, losses or injuries made against, incurred or suffered by any Sub-Lessee Indemnified Party by reason of (a) any defect in right of the Sub-Lessor to any part of the Land or the Premises, (b) breach of any provision or covenant of this Sub-Lease Deed;
- 19.2. Notwithstanding whatever may be stated in any other clause or any reference to any losses, damage, claims, expenses, charges, indemnity etc., neither Party will be liable to the other for any incidental, consequential, penal, exemplary or like damages (including direct or indirect business losses, loss of profits or business or any action of tort) even if advised of the possibility of the same;
- 19.3. Without prejudice to any other indemnity available to the Sub-Lessor under this Sub-Lease Deed, the Sub-Lessee shall indemnify and hold the Sub-Lessor, its officers, directors, agents, representatives and employees ("**Sub-Lessor Indemnified Parties**") harmless against all claims, liabilities, damages, charges, expenses, costs, losses or injuries made against, incurred or suffered by any Sub-Lessor Indemnified Party by reason breach of any provision or covenant of this Sub-Lease Deed;
- 19.4. The Sub- Lessee shall be solely responsible for any loss, damage or injury caused to any property, material or human life that takes place whether directly or indirectly through accident or through the defective or damaged condition of any part of the interior of the Premises or any fittings, fixtures or wiring therein for the repair of which the Sub Lessee is responsible hereunder including any accident/incident which has occurred in the Premises whether directly or indirectly by way of fire, smoke, flow of water, accidents. Sub- Lessee is responsible hereunder for including any accident/incident which may occur due to inflammable materials, chemicals and any other materials attributable to negligence of the Sub- Lessee or its employees, agents or customers. The Sub- Lessee agrees and undertakes to indemnify all the pecuniary and consequential losses and damages caused to the Sub Lessor/affected person(s) and shall keep the Sub Lessor harmless and fully indemnified in this regard.

## **20. SALE, MORTGAGE AND CHARGES**

- 19.1 During the subsistence of this Sub-Lease Deed, the Sub Lessor shall be entitled to sell, transfer, assign, dispose of the Premises & Building to any third parties and/or

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mortgage, or create lien on the Premises & Building as well as receivable thereon, subject to the right of the Sub-Lessee to continue the occupation of the Premises for the unexpired Term Period (or till the earlier termination of this Sub-Lease Deed in accordance with the terms hereof) in the same manner and commitment to this Sub-Lease Deed. Upon such sale, transfer, assignment or disposal, the Sub Lessor shall ensure that reasonable documentation including deed of adherence agreeing to fulfill the obligations of the Sub Lessor under this Sub-Lease Deed are executed by such buyer at its own cost (including stamp duty and registration charges, if applicable) in favor of the Sub-Lessee to safeguard the rights and interests of the Sub-Lessee, as provided under this Sub-Lease Deed;

- 19.2 The Sub Lessor shall be entitled to create mortgage, charge, lien etc., on the Building/Premises and receivable thereon to raise finance from any bank/creditor/financial institutions at any point without any objection/consent from the Sub-Lessee. The Sub Lessor assures and undertakes that such mortgage, charge, lien etc., created by Sub Lessor shall not affect terms and conditions of this Sub-Lease Deed executed in favour of Sub-Lessee.

## **21. LOCK IN AND TERMINATION**

- 21.1. The Sub-Lessee shall not be entitled to terminate the Sub-Lease for a period of 3 (Three) years commencing from the LCD. ("**Lock-in Period**") except for (a) occurrence any event (including Force Majeure Event), which renders the Premises unusable/inaccessible for a period of consecutive 90 (ninety) days, and (b) the occurrence of events described in Clause 21.8.
- 21.2. In the event of abandoning or surrendering or terminating the lease prematurely during the Lock- in Period by the Sub Lessee for any other reasons other than as per Clause 21.1, the Sub Lessee shall be bound to pay to the Sub Lessor the Rent (including the escalation) for the Premises corresponding to the unexpired portion of the Lock-in Period (hereinafter "**Lock-in Rent**") as per Annexure 3.
- 21.3. Post expiry of Lock-in Period, the Sub-Lessee shall have the right, at its sole option to provide notice to the Sub-Lessor of its intention to terminate this Sub Lease Deed any time during the Term, for any reason whatsoever, by providing a minimum of 6 (Six) months' advance notice thereof, in writing;
- 21.4. The Sub-Lessor shall have the right to terminate this Sub-Lease Deed during the Lease Term, including the Lock-in Period, on account of (a) a material breach by the Sub-Lessee of any of the terms of this Sub-Lease Deed or (b) payment of the Rent, remaining outstanding for more than 2 (Two) consecutive months, in which event, the Sub-Lessor will give a notice to the Sub-Lessee to remedy the breach within 7 days, and in the event of the Sub-Lessee not remedying the breach within such notice period, the Sub-Lessor shall be entitled to terminate the sub-lease with immediate effect and to adjust/collect the outstanding Rent, CAM Charges and other dues;
- 21.5. Upon termination of the sub-lease on expiry of the Lease Term the Sub-Lessee shall become liable to forthwith vacate the Premises and surrender vacant and peaceful possession of the Premises pursuant to the terms of this Sub-Lease Deed.

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- 21.6. If a Force Majeure Event that makes the building unusable/inaccessible for a period of 90 (ninety) days consecutively, either Party may in its sole discretion terminate this Sub Lease Deed by giving 30 (thirty) days termination notice in writing to the other Party without being liable in any manner whatsoever.
- 21.7. **Consequences of Termination:** Upon termination or expiry of this Sub Lease Deed:
- a. In case of early termination of Sub Lease Deed or termination due to expiry of Lease Term, the Sub Lessee shall within 7 (seven) days of such termination, surrender/handover the Premises and the Sub-lessee or any other person acting through it shall not remove or cause any damage to any of the facilities at Premises including all equipment, movable and immovable fixtures attached to the Premises. Provided that the Sub-Lessee clears all its dues as per terms of this Sub-Lease Deed, it shall be allowed to remove such facilities, equipment, movable and immovable fixtures attached to the Premises without damaging the Building/Premises, as are owned by the Sub-Lessee. Upon expiry of the aforesaid 7 (seven) days the Sub-Lessor shall be entitled to disconnect the maintenance services and utility connections including but not limited to electricity/water/power back-up/HVAC, etc.
  - b. The Sub Lessee if fails or neglects to vacate the Premises within the aforementioned 7 (seven) days then without prejudice to the right available to the Sub Lessor in law, the Sub-Lessor shall have right to re-entry and/or eject the Sub Lessee and lock the Premises. During this period of unlawful occupation of the Premises, the Sub Lessor shall have the right to charge double the last Rent payable for the duration of such unlawful possession.
  - c. In an event where such unlawful possession continues for a period of 7 (seven) days, then without prejudice to the right available to the Sub Lessor in law and in equity, the Sub-Lessor shall without notice to Sub Lessee have right to (i) re-enter the Premises (ii) remove the Sub Lessee and all other person from the Premises (ii) put lock on the Premises and (ii) remove the Sub Lessee property from the Premises and store the same at the expenses of Sub Lessee without Sub Lessor being guilty of trespass or becoming liable for any loss or damages occasioned thereon.
  - d. The Sub Lessee shall also be liable to make payment of CAM Charges during the period of such unlawful occupation of the Premises by the Sub Lessee. Furthermore, the Sub-Lessee shall be liable to make payment of electricity/water/power back up charges in respect of the Premises till the time same has been provided.
  - e. If upon termination or expiry of this Sub Lease Deed, damage attributable to the Sub-Lessee, is observed in the Premises then the Sub Lessee shall be liable to pay to the Sub Lessor the cost of the same upon demand without demur.
  - f. The refund of Security Deposit shall be as per clause 6 of the Sub-Lease Deed.
- 21.8 Termination of Lease Deed by DMRC: If the Lease Deed is terminated by DMRC for any reason contained therein, then the Sub-Lessor must immediately notify the Sub-Lessee of such termination, in which event, the Sub-Lessor shall have a cure period of 90 (ninety) days for restoring the terminated Lease Deed, however, if the Sub-Lessor fails to restore the same within 90 (Ninety) days then the Sub-Lessee shall be entitled to terminate the Sub-Lease Deed and the Lock-in Period (if applicable) will stand waived off, further the Sub-Lessor will be required to (i) refund the Security Deposit to the Sub-Lessee, and (ii) pay an amount equal to 3 (three) months' Rent as liquidated damages/compensation to the Sub-Lessee, no later than 7 (seven) days from such termination of the Sub-Lease Deed, and (iii) the Sub-Lessee shall be entitled to not pay Rent for the cure period of 90 (ninety) days, if the Premises is unusable/inaccessible by the Sub-Lessee during the said cure period.

## 22. REINSTATEMENT

- 22.1. The Sub-Lessee reserves the right to, at its option, remove any or all of the Sub-Lessee Improvements at any time including at the expiry or earlier termination of this Sub-Lease Deed, which are movable in nature, including but not limited to IT infrastructure, Arts & Graphics without causing any damage to the Premises. The Sub-Lessee shall, at its own cost, be responsible to repair any damage done to the Premises during such affixing and /or removal of the Sub-Lessee Improvements. In the event of the Sub-Lessee chooses to not to take the Sub-Lessee Improvement or any part thereof the Sub-Lessor will not be required to pay any amounts towards such left back Sub-Lessee Improvements.

## 23. FORCE MAJEURE

### 23.1 Notice of Force Majeure Event:

As soon as practicable and in any case within 3 days of the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Party which is rendered wholly or partially unable to perform any of its obligations under this Sub lease Deed because of a Force Majeure Event (the “**Affected Party**”) shall notify the other party of the same, setting out, inter alia, the following in reasonable details:

- i. The nature and extent of the Force Majeure Event;
- ii. The estimated Force Majeure Period;
- iii. The nature of and the extent to which performance of any of its obligations under this Sub Lease Deed is affected by the Force Majeure Event;
- iv. The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby; and
- v. Any other relevant information concerning the Force Majeure Event, and/or the rights and obligations of the Parties under this Sub Lease Deed.
- vi. Any lockdown imposed by the government due to a pandemic shall not be treated as a Force Majeure Event.

### 23.2 Performance of Obligations:

The Affected Party shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event provided that:

- i. Due notice of the Force Majeure Event has been given to the other part as required by the preceding clause;
- ii. The excuse from performance shall be of no greater scope and of no longer duration than is necessitated by the Force Majeure Event;
- iii. There shall be no termination of this Sub Lease Deed on account of the Force Majeure except as provided in Clause 21.6;
- iv. Where the Sub Lessee is the Affected Party, the various deadlines set forth in this Sub Lease Deed and the Lease Term shall be extended by the period for which such Force Majeure Event subsists;
- v. Where the Sub Lessor is the Affected Party, it has taken all reasonable efforts to avoid, prevent, mitigate and limit damage, if any, caused or is likely to be caused to the Premises as a result of the Force Majeure Event and to restore the Premises in accordance with the Good Industry Practice and its relative obligations under this Sub Lease Deed;
- vi. When the Affected Party is able to resume performance of its obligations under this Sub Lease Deed, it shall give to the other Party written notice to that effect and shall promptly resume performance of its obligations hereunder, the non-issue of such notice being no excuse for any delay for resuming such performance;
- vii. The Affected Party shall continue to perform such obligations which are not affected

- by the Force Majeure Event and which are capable of being performed in accordance with this Sub Lease Deed; and
- viii. Any insurance proceeds received shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event.
- ix. Notwithstanding the above, it is hereby clarified that no Rent will be payable by the Sub-Lessee to the Sub-Lessor for the duration of the Force Majeure Event in which the Premises is unusable/inaccessible for a period of 90 (ninety) days consecutively.

## **24. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION**

- 24.1. The provisions of this Sub-Lease Deed shall, in all respects, be governed by, and construed in accordance with, the laws of India.
- 24.2. It is hereby agreed by and between the parties hereto that in case any dispute or difference arises between the parties with regard to the terms and conditions of this Lease Deed or relating to the interpretation thereof, the same shall be settled amicably between the parties. If parties are not able to settle the dispute within a period of 15 days or such other extended period as agreed by the parties, then the dispute shall be referred to the sole arbitrator if mutually agreed upon or appointed in accordance with and subject to the provisions of Arbitration and Conciliation Act, 1996, and such arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. The arbitration shall be held in New Delhi and the proceedings shall be conducted in the English language. Each party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties, unless the award otherwise provides.
- 24.3. Each Party agrees that the courts at New Delhi shall have exclusive supervisory jurisdiction to settle any claim or matter arising under this Sub-Lease Deed.

## **25. COSTS AND STAMP DUTY**

- 25.1. The cost of stamp duty and registration fee in connection with execution and registration of this Sub-Lease Deed and any amendments thereof shall be borne by both the parties equally. The Sub-Lessor shall provide all assistance required with respect to the registration of this Sub-Lease Deed in whatever manner possible.
- 25.2. Each Party shall bear its own legal and other costs with respect to this Sub-Lease Deed.

## **26. NOTICES**

- 26.1. Any notice and other communications provided for in this Sub-Lease Deed shall be in writing and shall be sent by postage, prepaid registered airmail or by internationally 20authorized courier service or by electronic transmission followed by prepaid registered airmail or by internationally 20authorized courier service, in the manner as elected by the Party giving such notice to the following addresses:

(b) In the case of notices to the Sub-Lessor:

Address: 201-212, 2<sup>nd</sup> Floor, Splendor Forum, Jasola District Centre, New Delhi- 110025

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Attention: Parag Dimri  
Telephone: 9818675637  
Email: [parag.dimri@eldecoproperties.com](mailto:parag.dimri@eldecoproperties.com)

(b) In the case of notices to the Sub-Lessee:

Address:  
Attention: Mr. Vikas Aggarwal  
Email: [legal@winzogames.com](mailto:legal@winzogames.com)

26.2. The Parties may, from time to time, change their address or representative for receipt of notices provided for in this Sub-Lease Deed by giving to the other Party not less than 15 days' prior written notice.

**27. OTHER TERMS**

**27.1. Signage:**

(a) The Sub Lessee shall install, maintain, and display boards, logos, signage, name plates and such other advertisements in respect of the Sub Lessee's business at a place in and on the Premises as may be determined by the Sub-Lessee approved by the Sub Lessor. It is clarified that no signage shall be allowed on façade of Premises or common areas of Building without prior written approval of Sub Lessor;

(b) The Sub Lessee shall always abide by the signage policy of Sub Lessor and obtain all permissions/ sanctions/approvals necessary for signage and the cost for the same shall be borne by the Sub Lessee. Any signage fee/charges etc if levied by any department/authority shall be additionally paid by the Sub Lessee. Furthermore, the Sub Lessee shall also be liable to pay the charges on account of electricity consumed to lit the signage.

**27.2. Miscellaneous:**

- a) DMRC has allotted Additional Land to the Sub Lessor and additional land area may be available in future ("Additional Area"). The Sub Lessor shall have the full rights of income, benefits, occupation, sale and disposal of Additional Area and/or part thereof without any objection and interference from Sub lessee. It is clarified that the trunk services viz sewer line, water line, STP, drainage, electricity line, entry and exit etc. of the Additional Area shall be integrated and interlinked with trunk services of the Building. The Sub Lessee gives its unconditional support, consent and no objection for the aforesaid integration of the Additional Area with the Building as well as integration of its trunk services including support required for compliance by DMRC/Municipal Corporation, Pollution control board/concerned department etc., in this regard.
- b) The Sub Lessor has informed the Sub Lessee that it shall be utilizing the FAR of Additional Land/Building allotted by DMRC by raising additional construction on the Leased Area as per the norms for which revised building plan will be submitted for approval before concerned authority and Sub Lessee extend its unconditional support, consent and no objection in this regard. The Sub Lessor assures that such additional construction will not cause disruption in the business of Sub Lessee from the Premises.
- c) The Sub Lessor has informed the Sub Lessee that an underground water pipeline of Delhi Jal Board is passing through the Land. In case any damage/loss etc., is caused due to any leakage/seepage and/or busting of

abovesaid water pipeline in the Premises, which may result in disruption of services then Sub Lessor shall get the same repaired and rectified at its own cost.

- d) The Sub Lessee give its unconditional support, consent and no objection for development/construction of mechanical parking/extension of DG stack/blocking and diversion of roads and/or to do any other changes in services, structure etc., in the Leased Area/Additional Area, on account of Additional Area made available to Sub Lessor.
- e) The Sub Lessor & DMRC shall not be held responsible for any consequences or liabilities under this Sub Lease Deed if it is prevented in performing its obligations under the terms of this Sub Lease Deed by reason of any restrictive governmental laws or regulations.
- f) The Sub Lessee hereby give its unconditional support, consent and no objection to Sub Lessor to develop subways/open way in the Leased Area and Additional Area, as per the norms and to interlink the same with the adjacent metro substation.
- g) The Sub- Lessee shall not place or display any merchandise or advertising material of any nature whatsoever outside the Premises or in any part of the Common Area without the prior approval in writing of the Sub Lessor.
- h) Provided that if any of the events mentioned under this Clause 27.2, cause disruption which renders the Sub-Lessee unable to conduct the Business from the Premises in an uninterrupted manner, including but not limited to, in case of physical inability to access the Premises, the Rent payable for the Premises by the Sub-Lessee shall be reduced on a pro-rated basis for the number of days such disruption continues.

27.3. **Liquidation/Insolvency:** In the event of initiation of insolvency proceeding under Bankruptcy Code, as amended, against the Sub Lessee and same is not withdrawn or dismissed within 120 days from the application being filed; and/or the Sub-Lessee being adjudged insolvent and/or the company/firm being liquidated, then in such an event Sub Lessee shall be at default and this Sub-Lease Deed shall stand automatically terminated, in which event the Premises along-with all the fixtures/fittings, graphics, art-work, etc., shall stand automatically surrendered in the favor of Sub-Lessor and the Sub Lessor shall have right to enter the Premises, which shall be without prejudice with the rights, remedies and powers available to the Sub-Lessor in law or in equity to claim/recover its dues along with interest/damages till the date of termination.

27.4. **Fire Fighting:**

- a) The fire-fighting system in the Building has been provided by the Sub Lessor in accordance with the applicable National Building Code and Fire Fighting norms prescribed by Chief Fire Officer. However, if due to any subsequent legislation/Government orders or due to any change in the National Building Code or any applicable law /rules, additional fire safety measures are required to be undertaken, then the Sub Lessor shall do the same;
- b) The Sub Lessor has installed fire-fighting system in the Building as per the permissible norms. Any change/modification in the firefighting related work inside the Premises shall be as done by the Sub Lessee as per the fire-fighting regulations and safety systems as prevalent and approved by the competent authorities at its own cost and expenses. The Sub Lessee shall take at its own cost approval from fire authorities for alteration/modification/fit out done in the Premises and the Sub Lessor shall extend it full support and cooperation in this regard;

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- c) The Sub- Lessee shall be solely responsible for maintenance of firefighting system installed in the Premises, and all implications/consequences arising firefighting system installed in the Premises and the Sub- Lessee agrees to keep the Sub Lessor indemnified and harmless in this regard in all respects.

- 27.5. **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Sub-Lease Deed shall in any way affect, diminish or prejudice the right of that Party to require performance of that provision. Any waiver or acquiescence by any Party of any breach of any of the provisions of this Sub-Lease Deed shall not be construed as a waiver or acquiescence of any right under or arising out of this Sub-Lease Deed or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Sub-Lease Deed.
- 27.6. **Severability:** The Parties agree that the covenants, obligations and restrictions in this Sub-Lease Deed are reasonable in all circumstances. If any provision of this Sub-Lease Deed is held to be illegal, invalid, or unenforceable under any present or future law, (i) such provision shall be fully severable; (ii) this Sub-Lease Deed shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (iii) the remaining provisions of this Sub-Lease Deed shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance here from; and (iv) in lieu of such illegal, invalid, or unenforceable provision, there shall be added a legal valid and enforceable provision as similar in terms and effect to such illegal, invalid or unenforceable provision as may be possible.
- 27.7. **Amendments:** No modification or amendment to this Sub-Lease Deed and no waiver of any of the terms or conditions hereto shall be valid or binding unless made in writing and duly executed by the Parties.
- 27.8. **Counterparts:** The original of this Sub-Lease Deed shall be retained by the Sub-Lessee and a certified true copy hereof shall be retained by the Sub-Lessor.
- 27.9. **Entirety:** This Sub-Lease Deed constitutes the entire agreement between the Parties with respect to the subject matter hereof to the exclusion of all other understandings and assurances, either written or oral between the Parties including the Letter of Intent.
- 27.10. **Specific Performance:** In the event that a Party commits a default of the terms of this Sub-Lease Deed then, the non-defaulting Parties shall be entitled to such remedies, including remedies by way of damages and/or specific performance, as may be permitted under Applicable Laws, in addition to its rights and remedies under this Sub-Lease Deed.
- 27.11. **Further Assurances:** The Parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required in terms of this Sub-Lease Deed in the manner contemplated herein, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to effect the purpose of this Sub-Lease Deed and carry out its

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provisions.

- 27.12. **Independent Contractor:** Nothing herein contained shall constitute or be deemed to constitute a relationship of agency, partnership, joint venture or employment between or amongst the Parties to this Sub-Lease Deed. Neither Party to this Sub-Lease Deed shall be authorized to bind, act or hold itself out either expressly or impliedly as an agent or partner of the other Party hereto, other than the relationship of an independent contractor. In the event either Party takes any action or binds the other Party in breach of this Clause, such Party shall be solely responsible for and shall indemnify the other Party against any losses, claims, damages, liabilities, judgments, fines, obligations, expenses and liabilities of any kind whatsoever that such Party may become subject to or liable for by reason of such breach.
- 27.13. **Survival:** The provisions of Clauses 1 (Definitions and Interpretations), 19 (Indemnity), 24 (Governing Law, Jurisdiction and Dispute Resolution), 27 (Other Terms) and any other provision intended to survive to give full effect to the terms hereof shall survive termination or expiry of this Sub-Lease Deed.

**IN WITNESS WHEREOF, the Parties have executed this Sub-Lease Deed as of the date first written above**

By **BEST VIEW INFRACON LIMITED**  
through its authorized signatory Mr. Parag  
Dimri

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By WinZO Games Private Limited through its  
authorized signatory Ms. Saumya Singh  
Rathore

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Date:

Date:

Witness:

1.  
Name:
2.  
Name:

## SCHEDULE A – DESCRIPTION OF THE LAND

Land admeasuring 12,219 Sq. Mtr. Situated at MRTC, Malviya Nagar, New Delhi-110017

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**SCHEDULE B – DESCRIPTION OF THE PREMISES**

Floors	Super Built Up Area (sq. ft.)	Built Up Area (sq. ft.)
First	23195	13917
<b>Total</b>	<b>23195</b>	<b>13917</b>

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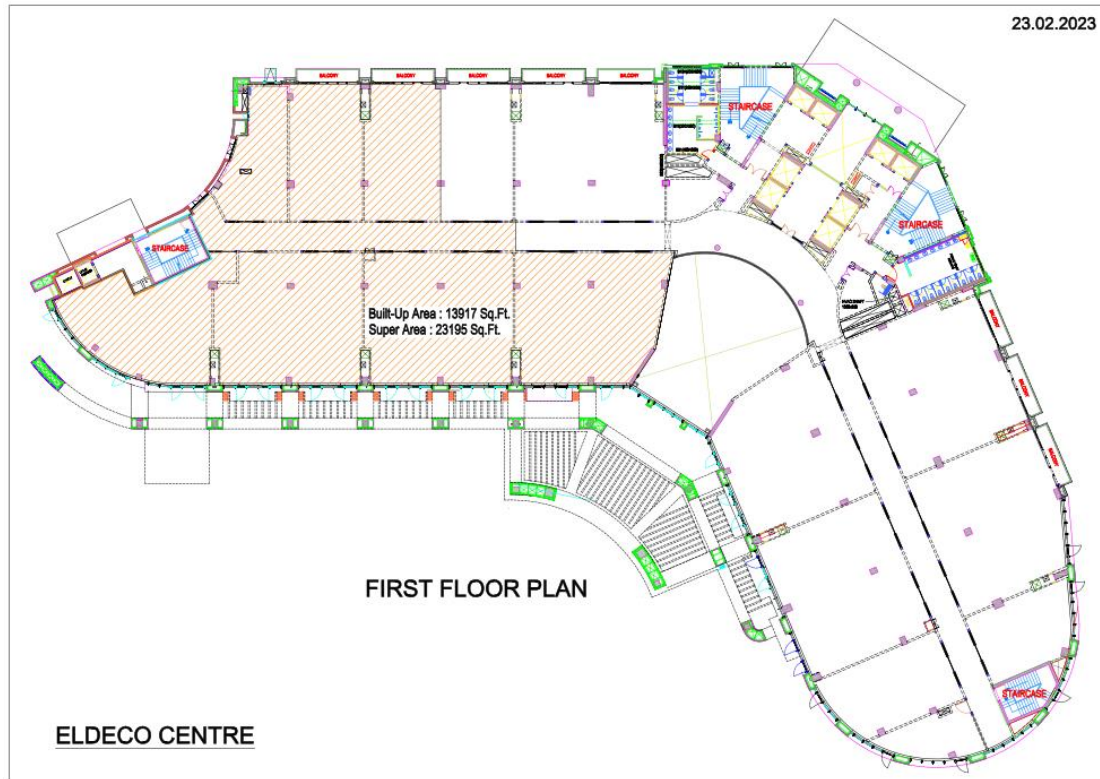
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## ANNEXURE 1

### DEMARCATED PLAN OF PREMISES



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## ANNEXURE 2

### RENT SCHEDULE

Year	Month	Period	Rent per sq ft	Total Monthly Rent (INR)	Lock-In Rent payable (INR)	Remarks
1	1	0.5	-	-	116,728,838	Rent Free
1	2	1	-	-	116,728,838	Rent Free
1	3	1	-	-	116,728,838	Rent Free
1	4	1	-	-	116,728,838	Rent Free
1	5	1	165	3,827,175	112,901,663	
1	6	1	165	3,827,175	109,074,488	
1	7	1	165	3,827,175	105,247,313	
1	8	1	165	3,827,175	101,420,138	
1	9	1	165	3,827,175	97,592,963	
1	10	1	165	3,827,175	93,765,788	
1	11	1	165	3,827,175	89,938,613	
1	12	1	165	3,827,175	86,111,438	
2	13	1	165	3,827,175	82,284,263	
2	14	1	165	3,827,175	78,457,088	
2	15	1	165	3,827,175	74,629,913	
2	16	1	165	3,827,175	70,802,738	
2	17	1	165	3,827,175	66,975,563	
2	18	1	165	3,827,175	63,148,388	
2	19	1	165	3,827,175	59,321,213	
2	20	1	165	3,827,175	55,494,038	
2	21	1	165	3,827,175	51,666,863	
2	22	1	165	3,827,175	47,839,688	
2	23	1	165	3,827,175	44,012,513	
2	24	1	165		44,012,513	Rent Free
3	25	1	165	3,827,175	40,185,338	
3	26	1	165	3,827,175	36,358,163	
3	27	1	165	3,827,175	32,530,988	
3	28	1	165	3,827,175	28,703,813	
3	29	1	165	3,827,175	24,876,638	
3	30	1	165	3,827,175	22,963,050	
3	31	1	165	3,827,175	22,963,050	

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3	32	1	165	3,827,175	22,963,050	
3	33	1	165	3,827,175	22,963,050	
3	34	1	165	3,827,175	22,963,050	
3	35	1	165	3,827,175	22,963,050	
3	36	1	165		22,963,050	Rent Free
4	37	1	177	4,114,213	22,963,050	15% escalation; Lock-in Period expiry
4	38	1	190	4,401,251	-	
4	39	1	190	4,401,251	-	
4	40	1	190	4,401,251	-	
4	41	1	190	4,401,251	-	
4	42	1	190	4,401,251	-	
4	43	1	190	4,401,251	-	
4	44	1	190	4,401,251	-	
4	45	1	190	4,401,251	-	
4	46	1	190	4,401,251	-	
4	47	1	190	4,401,251	-	
4	48	1	190	4,401,251	-	
5	49	1	190	4,401,251	-	
5	50	1	190	4,401,251	-	
5	51	1	190	4,401,251	-	
5	52	1	190	4,401,251	-	
5	53	1	190	4,401,251	-	
5	54	1	190	4,401,251	-	
5	55	1	190	4,401,251	-	
5	56	1	190	4,401,251	-	
5	57	1	190	4,401,251	-	
5	58	1	190	4,401,251	-	
5	59	1	190	4,401,251	-	
5	60	1	190	4,401,251	-	
6	61	1	190	4,401,251	-	
6	62	1	190	4,401,251	-	
6	63	1	190	4,401,251	-	
6	64	1	190	4,401,251	-	
6	65	1	190	4,401,251	-	
6	66	1	190	4,401,251	-	
6	67	1	190	4,401,251	-	

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6	68	1	190	4,401,251	-	
6	69	1	190	4,401,251	-	
6	70	1	190	4,401,251	-	
6	71	1	190	4,401,251	-	
6	72	1	190	4,401,251	-	
7	73	1	204	4,731,345	-	15% escalation;
7	74	1	218	5,061,439	-	
7	75	1	218	5,061,439	-	
7	76	1	218	5,061,439	-	
7	77	1	218	5,061,439	-	
7	78	1	218	5,061,439	-	
7	79	1	218	5,061,439	-	
7	80	1	218	5,061,439	-	
7	81	1	218	5,061,439	-	
7	82	1	218	5,061,439	-	
7	83	1	218	5,061,439	-	
7	84	1	218	5,061,439	-	
8	85	1	218	5,061,439	-	
8	86	1	218	5,061,439	-	
8	87	1	218	5,061,439	-	
8	88	1	218	5,061,439	-	
8	89	1	218	5,061,439	-	
8	90	1	218	5,061,439	-	
8	91	1	218	5,061,439	-	
8	92	1	218	5,061,439	-	
8	93	1	218	5,061,439	-	
8	94	1	218	5,061,439	-	
8	95	1	218	5,061,439	-	
8	96	1	218	5,061,439	-	
9	97	1	218	5,061,439	-	
9	98	1	218	5,061,439	-	
9	99	1	218	5,061,439	-	
9	100	1	218	5,061,439	-	
9	101	1	218	5,061,439	-	
9	102	1	218	5,061,439	-	
9	103	1	218	5,061,439	-	

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9	104	1	218	5,061,439	-	
9	105	1	218	5,061,439	-	
9	106	1	218	5,061,439	-	
9	107	1	218	5,061,439	-	
9	108	1	218	5,061,439	-	
10	109	0.5	218	2,530,719	-	

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### ANNEXURE 3

#### LOCK-IN RENT SCHEDULE

Year	Month	Period	Rent per sq ft	Total Monthly Rent (INR)	Lock-In Rent payable (INR)	Remarks
1	1	0.5	-	-	116,728,838	Rent Free
1	2	1	-	-	116,728,838	Rent Free
1	3	1	-	-	116,728,838	Rent Free
1	4	1	-	-	116,728,838	Rent Free
1	5	1	165	3,827,175	112,901,663	
1	6	1	165	3,827,175	109,074,488	
1	7	1	165	3,827,175	105,247,313	
1	8	1	165	3,827,175	101,420,138	
1	9	1	165	3,827,175	97,592,963	
1	10	1	165	3,827,175	93,765,788	
1	11	1	165	3,827,175	89,938,613	
1	12	1	165	3,827,175	86,111,438	
2	13	1	165	3,827,175	82,284,263	
2	14	1	165	3,827,175	78,457,088	
2	15	1	165	3,827,175	74,629,913	
2	16	1	165	3,827,175	70,802,738	
2	17	1	165	3,827,175	66,975,563	
2	18	1	165	3,827,175	63,148,388	
2	19	1	165	3,827,175	59,321,213	
2	20	1	165	3,827,175	55,494,038	
2	21	1	165	3,827,175	51,666,863	
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2	24	1	165		44,012,513	Rent Free
3	25	1	165	3,827,175	40,185,338	
3	26	1	165	3,827,175	36,358,163	
3	27	1	165	3,827,175	32,530,988	
3	28	1	165	3,827,175	28,703,813	
3	29	1	165	3,827,175	24,876,638	

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3	30	1	165	3,827,175	22,963,050	
3	31	1	165	3,827,175	22,963,050	
3	32	1	165	3,827,175	22,963,050	
3	33	1	165	3,827,175	22,963,050	
3	34	1	165	3,827,175	22,963,050	
3	35	1	165	3,827,175	22,963,050	
3	36	1	165		22,963,050	<i>Rent Free</i>
4	37	1	177	4,114,213	22,963,050	<i>15% escalation; Lock-in Period expiry</i>

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