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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹500

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Certificate No. : IN-DL90331918323823V
Certificate Issued Date : 14-Apr-2023 04:16 PM
Account Reference : IMPACC (IV)/ dl1027503/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL102750351693512560016V
Purchased by : BEST VIEW INFRACON LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : BEST VIEW INFRACON LIMITED
Second Party : WEWORK INDIA MANAGEMENT PRIVATE LIMITED
Stamp Duty Paid By : BEST VIEW INFRACON LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)

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For Best View Infracon Limited
Authorized Signatory

WEWORK INDIA MANAGEMENT PRIVATE LIMITED

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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING or SIDE DEED ("this MOU") is made and entered into at New Delhi on this 14 day of April in the year 2023 BY and AMONGST:

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 permitted assigns), **OF THE ONE PART**;

IN FAVOUR OF

2. **WEWORK INDIA MANAGEMENT PRIVATE LIMITED**, CIN: U74999KA2016PTC093227, a company incorporated under the provisions of the Companies Act, 2013 having its registered office at 6th Floor, Prestige Central, 36 Infantry Road, Shivaji Nagar, Bengaluru, 560001, represented by its authorized signatory, Mr. Arnav S Gusain 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. The Delhi Metro Rail Corporation Limited, vide Lease Agreement dated 29.06.2017 executed in favour of Eldeco Infrastructure and Properties Limited, 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 for a period of 50 years commencing from the date of execution thereof, including any extension thereon 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 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 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 Parties herein have executed a Sub-Lease Deed dated 14th April 2023 (herein "**Sub Lease**") with respect to the Premises and would like to clarify the understanding in relation to the CAPEX Funding as set out in Clause 7 of the Sub-Lease.
- G. The Parties are executing this MOU to capture the understanding and the terms and conditions which govern the Capex Funding, which are binding on all the Parties.
- H. All capitalised terms herein will have the meaning and definition attributed to it in the Sub-Lease Deed.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AND IT IS HEREBY AGREED, ACKNOWLEDGED AND CONFIRMED BETWEEN THE PARTIES THAT:

1. The Sub-Lessor will pay the capital expenditure totalling Rs. 15,67,65,800/- (Rupees Fifteen

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Authorized Signatory



Crore Seventy Seven Lacs Sixty Five Thousand Eight Hundred only) ("CAPEX Funding"), which shall be utilized for Sub-Lessee Improvement (*defined in Sub Lease*) inclusive of taxes on or before completion of 4 (four) months from Rent Commencement Date (*defined in Sub Lease*).

2. It is agreed between the Parties that the Rent (*defined in Sub Lease*) payable as per Clause 5 of the Sub-Lease is the total rent payable towards Premises and CAPEX Funding, and there shall be no separate payment or liability on Sub-Lessee towards CAPEX Funding except for Rent payable.
3. In the event of any delay in payment of CAPEX Funding by the Sub-Lessor, Sub-Lessor shall be liable to pay an interest of 13% per annum, starting from completion of 4 months from Rent Commencement Date, of the total CAPEX Funding to the Sub-Lessee until the CAPEX Funding is paid to the Sub-Lessee. If the delay is beyond 11 Months from Rent Commencement Date and no mutual agreement is arrived between the Parties to extend the CAPEX Funding timelines, then the Sub Lessee shall pay Rent as per Annexure 2 (Lock-in Rent Schedule) as defined in the Sub-Lease. Furthermore, Sub Lessor shall refund Rs 47 per Sq. Ft. of Super Built-up Area, i.e., 54,402 Sq. Ft., from the Rent which is collected, starting from the Rent Commencement Date till the date of such refund after deducting for interest already paid to Sub Lessee, as per this clause with no further liability on the part of Sub-Lessor to pay the CAPEX Funding. If the Sub-Lessor refunds the CAPEX Funding before expiry of 11 months from Rent Commencement Date, in that case, the Rent as finalised in the Sub-Lease shall remain applicable and this MOU shall become invalid.
4. **Confidentiality:** Each Party agrees to keep in confidence, the existence and the terms and conditions of this MOU, the status and the content of the negotiation among the undersigned Parties and the proposed terms of this MOU, provided that: (a) such confidentiality obligation shall not apply to, (i) any disclosure by a Party (after reasonable consultation with the other Party) as required by applicable law, regulations, or stock exchange rules or pursuant to any order of Court or other competent authority or tribunal, or (ii) any information that is already in public domain; and (b) each Party shall be entitled to share any information with its employees, directors, shareholders, professional advisors and counsels, if it is necessary to evaluate, execute and complete the agreement contemplated by this MOU.
5. **Inconsistency:** In the event of any inconsistency or conflict between the terms of this MOU and the Sub Lease then the terms, provision and condition contained in this MOU shall apply to the extent of the inconsistency or conflict.
6. **Waiver:** Neither Party shall be deemed by any act or omission to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the waiving Party.
7. **Further Assurance:** The Parties undertake to each other to execute and perform all such deeds, documents, assurances, acts and all things necessary or desirable under applicable law to consummate or implement expeditiously the agreements and understanding contained in this MOU.
8. **Governing Law and Jurisdiction:** This MOU shall be governed and interpreted by and construed in accordance with the substantive laws of India. This MOU shall be subject to the exclusive jurisdiction of the competent courts in New Delhi.
9. **Dispute Resolution:**
 - 9.1. Any dispute arising out of or in connection with this MOU (including a dispute regarding the existence, validity or termination of this MOU or the consequences of its nullity) shall be referred to and finally resolved by arbitration as set out below.

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- 9.2. The seat and venue of the arbitration shall be exclusively New Delhi and the arbitrations proceedings shall be held in accordance with the rules of Mumbai Centre for International Arbitration.
- 9.3. The arbitral tribunal shall consist of sole arbitrator mutually appointed by the Parties.
- 9.4. The language of arbitration shall be English.
- 9.5. The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

10. **Notices:**

Any notice, demand, consent or other communication (a "Notice") given or made under this MOU:

- (a) must be in writing and signed by the sender or a person duly authorised by the sender;
- (b) must be delivered to the intended recipient by electronic mail or prepaid post (if posted to an address in another country, by registered airmail) or by hand to the address below or the address last notified by the intended recipient to the sender:

(i) to the Sub-Lessor: Address:
201-212, 2nd Floor, Splendor Forum,
Jasola District Centre, New Delhi- 110025
Attention: Parag Dimri
Email: parag.dimri@eldecoproperties.com

(ii) to the Sub-Lessee Address:
WeWork Prestige Central
#36 Infantry Road, Shivajinagar
Bangalore- 560001
Attention: Mr. Vinayak Parameswaran
Email: vinayak@wework.co.in

- (c) will be conclusively taken to be duly given or made and received:
- (i) in the case of delivery in person, when delivered;
- (ii) in the case of delivery by express post, to an address in the same country, 2 (two) business days after the date of posting;
- (iii) in the case of delivery by any other method of post, 10 (ten) business days after the date of posting (if posted to an address in the same country) or 20 (twenty) business days after the date of posting (if posted to an address in another country);
- (iv) in the case of electronic mail, immediately upon transmission;

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11. **Amendments:**

This MOU may not be amended, modified, or supplemented except by a written instrument executed by each of the Parties.

12. **Survival:**

Notwithstanding anything to the contrary, the provisions of the MOU (including the Annexure) relating to notices, governing law, dispute resolution, indemnity and other covenants and obligations which by their nature are intended to survive, shall survive the expiry or sooner termination of this MOU.

13. **Counterparts:**

This MOU may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original but all of which together shall constitute one and the same instrument and any party may execute this MOU by signing any one or more of such originals or counterparts. The delivery of signed counterparts by electronic mail in "portable document format" shall be as effective as signing and delivering the counterpart in person.

FOR BEST VIEW INFRACON LIMITED

FOR WEWORX INDIA MANAGEMENT
PRIVATE LIMITED

For Best View Infracon Limited

Authorized Signatory

Name: Mr. Parag Dimri

Partner/ Authorised Signatory



Name: Mr. Arnav S. Gusain

Director/Authorised Signatory



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Government of National Capital Territory of Delhi

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SUB-LEASE DEED

BY

BEST VIEW INFRACON LIMITED

IN FAVOUR OF

WEWORK INDIA MANAGEMENT PRIVATE LIMITED

**PREMISES:
2ND FLOOR, ELDECO CENTER,
NEXT TO MALVYA NAGAR METRO STATION, GATE NO. 3,
NEW DELHI - 110017**

DATED 14.04.2023

For Best View Infracon Limited
Authorized Signatory



TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATIONS	4
2.	GRANT OF SUB-LEASE	7
3.	DELIVERY OF THE PREMISES	7
4.	TERM AND RENEWAL	8
5.	RENT FOR THE PREMISES	8
6.	SECURITY DEPOSIT	8
7.	CAPEX FUNDING BY SUB-LESSOR	9
8.	REPRESENTATIONS, WARRANTIES AND COVENANTS	9
9.	USE OF THE PREMISES	12
10.	INSPECTION	12
11.	ALTERATIONS	12
12.	ELECTRICITY & WATER SERVICES	13
13.	MAINTENANCE	13
14.	REPAIRS	14
15.	COMPLIANCE AND APPROVALS	15
16.	TAXES	15
17.	ASSIGNMENT AND SUBLETTING	16
18.	INSURANCE	16
19.	INDEMNITY	16
20.	SALE, MORTGAGE AND CHARGES	17
21.	LOCK IN AND TERMINATION	17
22.	REINSTATEMENT	19
23.	FORCE MAJEURE	19
24.	GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION	20
25.	COSTS AND STAMP DUTY	20
26.	NOTICES	20
27.	OTHER TERMS	21
	SCHEDULE A - DESCRIPTION OF THE LAND	24
	SCHEDULE B - DESCRIPTION OF THE PREMISES	24
	SCHEDULE C - FLOOR PLAN OF PREMISES	25
	SCHEDULE D - PARKING SLOTS OF SUB-LESSEE	26
	ANNEXURE 1 - RENT SCHEDULE	27
	ANNEXURE 2 - LOCK-IN RENT SCHEDULE	29
	ANNEXURE 3 - USE OF PREMISES BY THE SUB-LESSEE AND OPERATIONS	31
	ANNEXURE 4 - ANTI-BRIBERY COMPLIANCES	36
	ANNEXURE 5- INFRASTRUCTURE AND BUILDING SPECIFICATIONS	37
	ANNEXURE 6 - MINIMUM HANDOVER CONDITIONS AND ADDITIONAL HANDOVER CONDITIONS	40
	APPENDIX A - ADDITIONAL CLAUSES	49
	APPENDIX B - CAPEX FUNDING MECHANISM	52



SUB-LEASE DEED

This **SUB-LEASE DEED** ("Deed" or "Sub-Lease Deed") is made and executed on this the 14th day of April, 2023 at 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 permitted assigns), **OF THE ONE PART**;

IN FAVOUR OF

2. **WEWORK INDIA MANAGEMENT PRIVATE LIMITED**, CIN: U74999KA2016PTC093227, a company incorporated under the provisions of the Companies Act, 2013 having its registered office at 6th Floor, Prestige Central, 36 Infantry Road, Shivaji Nagar, Bengaluru, 560001, represented by its authorized signatory, Mr. Arnav S Gusain 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. The 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 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 design, development, marketing, operating and/or managing of a shared working environment (including, without limitation, flexible workplace center, executive/shared office suites, an incubator-type office/ facility and /or virtual office space, event management including but not limited to advertising (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-

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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 2nd Floor at the Project, having Built-up Area admeasuring 35,361 Sq. Ft. and Super Built Up Area admeasuring 54,402 Sq. Ft., (hereinafter referred to as the "Premises") in the Project more fully described in the Schedule B hereunder and demarcated in the Plan annexed hereto as **Schedule C**. The Sub- Lessee hereby confirm not to raise any claim/dispute etc., in case of variation in the ratio between the Built-up Area and Super Built Up Area.
- J. The Sub-Lessee being fully conversant with the terms and conditions of DMRC, and having satisfied itself as on date of execution of this Sub-Lease Deed 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 floor and 3 upper 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 Premises, 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 7 Months;
- (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 action or inaction, 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 6 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 19th September, 2022 executed between the Parties;
- (w) **"Lock-in Period"** shall mean a period of 4 years from the ("Lease Commencement Date");
- (x) **"Maintenance Agency"** shall mean the maintenance agency appointed by the Sub-Lessor in terms of this Sub-Lease Deed and maintenance agreement;
- (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 and maintenance agreement;
- (z) **"Maintenance Services"** shall mean the maintenance services to be provided by the Sub-Lessor as detailed in this Sub-Lease Deed and maintenance agreement;
- (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, Sewerage Treatment Plant & DG;
- (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 2nd floor of the Building, more fully described in Schedule B. The floor plan of the Premises is attached hereto as Schedule C;
- (dd) **"Rent"** shall have the meaning ascribed to the term in Clause 5.1;
- (ee) **"Rent Commencement Date"** shall mean 7 (Seven) months after the Lease Commencement Date, subject to Appendix A;
- (ff) **"Rent Free Period"** shall mean total of 9 (nine) months comprising of the first seven (07) months from the LCD as Rent free period ("Rent Free Period") and 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;
- (gg) **"Security Deposit"** shall have the meaning ascribed to the term in Clause 6.1;
- (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;
- (jj) **"Target Handover Date"** shall mean Lease Commencement Date;
- (kk) **"WeWork"** shall mean WeWork Companies Inc., incorporated and registered in Delaware, United States and its affiliates, who are in the business of designing, developing, marketing, operating and/or managing shared working environment, as an office space, (including, without limitation, flexible workplace center, executive/shared office suites, and incubator-type office/facility and/or virtual office space).

1.2. INTERPRETATION

For Best View Infracon Limited

Page 6 of 54

Authorized Signatory



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;
- (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 6 April 2023.
- 3.2. The Sub-Lessor shall deliver possession of the Premises to the Sub-Lessee on or before the Target Handover Date, with the Minimum Handover Specifications as listed out in **Annexure 6** herein completed at the Premises, to the satisfaction of the Sub-Lessee, along with all copies of all Occupation Approvals. The Sub-Lessor will provide the Sub-Lessee with written notice of completion in accordance with Annexure 6 at the Premises and call upon the Sub-Lessee to take handover of the Premises. The said notice will be provided to the Sub-Lessee 1 (One) week prior to the handover date.
- 3.3. In the event the Parties are in dispute as to whether the Sub-Lessor has completed the work prescribed in Annexure 6 at the Premises, the Parties shall mutually appoint a third-party expert to provide a certification with respect to completion of the same.
- 3.4. In the event Sub-Lessee commences its business operations before the Rent commencement Date, then the Sub-Lessee shall be liable to pay the CAM charges as per separate maintenance agreement.
- 3.5. The Sub-Lessor shall be responsible for obtaining Fire NOC or any other statutory approval as may be required from government authorities only for the Building.
- 3.6. 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 as may be 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.



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**").
- 4.2. The grant of Premises on Sub Lease under this Sub-Lease Deed shall be subject to a Lock-in Period, during which the Sub-Lessee shall not be entitled to terminate the Sub-Lease Deed except for any reasons mentioned Clause 21.1.
- 4.3. 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 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. In case no mutual agreement is arrived between the Parties before Lease Term then this Sub Lease Deed shall stand terminated on account of efflux of time.

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. 197/- (Rupees One Hundred Ninety Seven) per Sq. Ft. of Built-up Area per month plus applicable taxes and/or GST ("**Rent**"), which equivalent to an amount of Rs 1,07,17,194/- (Rupees One Crore Seven Lacs Seventeen Thousand One Hundred and Ninety Four only) plus applicable taxes and/or GST.
- 5.2. Subject to the Lease Commencement Date and the Rent-Free Period, the Sub-Lessee shall commence payment of Rent from Rent Commencement Date.
- 5.3. The Rent shall initially be increased after 3 years 7 months from Lease Commencement Date by 12%, and thereafter, Rent shall be increased after every 3 years by 12 %. The payment of Rent and the escalation is detailed in **Annexure 1** hereunder.
- 5.4. The Rent shall be paid by the Sub Lessee to the Sub Lessor, in advance on a monthly basis, by 10th day of every month, subject to receipt of an invoice by the 1st day of the concerned month. The Rent for any part of a month will be pro-rated and paid for that portion of the month only.
- 5.5. In case of delay in making payment of Rent payable by the Sub-Lessee from the date it becomes due on, then the Sub- Lessee shall be liable to pay interest @ 15 % per annum for the period of delay. All payments under this Sub-Lease Deed, including the payment of Rent, shall be made, at Sub-Lessee's option, by electronic funds transfer (EFT) to the Sub-Lessor's accounts or by account payee cheques in Sub-Lessor's Account. The details of which will be shared by Sub-Lessor in writing with the Sub-Lessee.
- 5.6. The Rent shall be exclusive of all property tax/es, which shall be borne and paid by the Sub-Lessor.
- 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 additionally 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. SECURITY DEPOSIT

- 6.1. The Sub-Lessee has agreed to pay a sum aggregating to Rs. 2,44,80,900/- (Rupees Two Crore Forty-Four Lacs Eighty Thousand Nine Hundred only) as Interest Free Refundable Security Deposit (hereinafter referred to as the "**Security Deposit**"). The Security Deposit has been paid in the following manner:



- a) The Sub-Lessee has paid a sum of INR 40,80,150/- (Rupees forty lacs eighty thousand one hundred fifty only) to the Sub-Lessor, upon execution of the Letter of Intent, the receipt of which is hereby acknowledged by the Sub-Lessor;
- b) The Sub-Lessee shall pay a sum of INR 81,60,300/- (Rupees eighty-one lacs sixty thousand three hundred only) to the Sub-Lessor, within 15 (fifteen) days of execution of this Sub-Lease Deed or handover of Premises with Minimum Handover Specifications completed, whichever is later;
- c) The Sub-Lessee shall pay a sum of INR 1,22,40,450/- (Rupees one crore twenty-two lacs forty thousand four hundred fifty only) to the Sub-Lessor along with payment of CAPEX funding to the Sub-Lessee by the Sub-Lessor, which is to be made within 4 (four) months from the Rent Commencement Date.

- 6.2. The Parties agree that the Security Deposit shall remain fixed during the entire Lease Term.
- 6.3. 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 fifteen (15) 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. The amounts to be refunded to the Sub-Lessee should be by electronic funds transfer (EFT) to the Sub-Lessee's account or by account payee cheque.
- 6.4. 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 with in 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. CAPEX FUNDING BY SUB-LESSOR

- 7.1. The Sub-Lessor will provide capital expenditure for Sub-Lessee Improvement (defined hereunder) totaling Rs. 15,67,65,800/- (Rupees Fifteen Crore Seventy Seven Lacs Sixty Five Thousand Eight Hundred only) ("CAPEX Funding") inclusive of taxes within 4 (four) months from Rent Commencement Date.
- 7.2. The entire understanding and mechanism of CAPEX Funding shall be a part of Appendix B, which shall form an integral part of this Sub-Lease Deed and shall be read as part and parcel of the Agreement.

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 no other tenants have expansion options, rights of first refusal or other similar rights with respect to the Premises or any part thereof;
 - (d) No notice has been received by the Sub-Lessor pertaining to acquisition or requisition of the Land, Building or any parts thereof by any Governmental Authority;

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Authorized Signatory



- (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, in accordance with the plans sanctioned by concerned department and the Sub-Lessor has obtained and shall continue to maintain all 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, during which the Sub-Lessor shall ensure uninterrupted access, operations and services to the Sub Lessee.
- (o) The Sub-Lessee on paying the Rent on the due dates in the manner herein provided and on observing and performing the covenants, conditions and stipulations herein contained, shall, at all times during the Lease Term, be permitted unimpeded use and peaceful and quiet occupation of the Premises and use of the Common Areas during the term of this Sub-Lease Deed, without any let, obstruction, eviction, interruption and/or disturbance, claim and demand whatsoever by the Sub-Lessor or any person or persons lawfully or equitably claiming by, from, under or in trust for the Sub-Lessor and the Sub-Lessor will take all necessary action to ensure the same.
- (p) The Sub-Lessee shall have unlimited access and right to use the Premises, 24 hours a day, all days of the week with full infrastructure and facilities including arrangements for water and power and all facilities during the Lease Term subject to payment of additional maintenance charges by Sub-Lessee and relevant approvals from the concerned authority.



- (q) The Sub-Lessor shall deliver and maintain the Premises in air and watertight condition on the Sub-Lease Commencement Date, throughout the term of the Sub-Lease.
- (r) The Sub-Lessor shall in relation to Building comply with all existing and future Applicable Laws including any rules and regulations and also all requirements of any and all Governmental Authorities during the subsistence of this Sub-Lease Deed.
- (s) The Sub-Lessor agrees that prior to or during the Sub-Lease Term, if any of the representations and warranties mentioned in this Sub-Lease Deed, directly affecting the use of the Premises becomes invalid or untrue, then notwithstanding the rights of the Sub-Lessee as contained in this Sub-Lease Deed and under Applicable Law, the Sub-Lessor will intimate the Sub-Lessee of the same within 7 (seven) working days of Sub-Lessor getting to know about such invalidity.

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 the Lease Agreement, Supplementary Lease Agreement and 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) 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.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) The Sub-Lessee further covenants with the Sub-Lessor to and perform the following:
 - To carry out as per the good industry practice, the day-to-day maintenance of the Premises, Sub-Lessee Improvements (defined hereunder) and the fixtures and fittings

installed therein and the maintenance, repairs, including painting and polishing the interior of the Premises at its own cost.

- b. 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 Sub-Lessor.
 - c. The Sub-Lessee shall during the Lease Term remain compliant with the Regulations/Guidelines issued and approved by Sub-Lessor/DMRC/Maintenance Agency. Upon receipt of any change in regulations or guidelines issued by the DMRC, the Sub-Lessor shall intimate the Sub-Lessee within 24 hours of receipt of such change.
- (k) The Sub-Lessee 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 running the Business during the subsistence of this Sub-Lease Deed.
- (l) 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/system.

9. USE OF THE PREMISES

- a) The Sub-Lessee shall have the right to use the Premises for said Business only; 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 48 (forty eight) 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 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 intimation to 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 in consultation with 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. At any time during the Lease Term, the Sub-Lessee or its appointed third-party project manager, architect and/or contractor, at the Sub-Lessee's sole discretion, may execute, administer and perform any and all non-structural interior and improvement works in the Premises, that may be necessary to construct, equip and fit-out the Premises to the Sub-Lessee's design standards and specifications.
- 11.4. The Sub- Lessee shall keep the Premises and Sub-Lessee Improvements 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 attributable to the direct or indirect actions of Sub-Lessee, 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. Notwithstanding that Sub-Lessor may outsource maintenance services to Maintenance Agency, Sub-Lessor shall however continue to be solely responsible to the Sub-Lessee for any act or omission or deficiency of services on part of such agency.
- 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 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 the date of commencement of Business operations or from Rent Commencement Date, whichever is earlier. The CAM Charges shall be payable in advance as per Clause 13.6 below. 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.
- 13.4. It is further clarified that additional Rent-Free Months (24th and 36th Month) shall only be applicable on monthly Rent, and CAM Charges and any other utility charges as applicable shall be paid by Sub-Lessee during the additional Rent-Free Months (24th and 36th Month).
- 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 ("**Maintenance Agreement**").
- 13.6. The CAM charges shall be payable on quarterly basis in advance starting from commencement of Business operations of Sub-Lessee or from Rent Commencement Date, whichever is earlier, till the end of the Term.

- 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 shall be derived on considering the overall actual cost/expenses/fee/taxes etc., attributable to the Sub Lessee's extra hours of operation.
- 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.
- 13.10. The Sub-Lessor shall have the right to disconnect the electricity, water, power back-up, etc. with prior intimation, in case the Sub-Lessee defaults in paying the advance CAM Charges for more than a period of 30 (Thirty) days.
- 13.11. There being no breach attributable to the Sub-Lessee, in the event the Sub-Lessee is prevented from operating from the Premises, for any reason directly attributable to the Sub-Lessor (including any restraint order passed by any court of law or statutory authority in connection with the use of the Premises due to any misrepresentation as to title thereto or due to any violation of any Applicable Law relating to the construction of the Building) and such restraint continues beyond 15 (fifteen) days, the Sub-Lessee shall be entitled to suspend payment of further Rent or proportionate Rent, as the case may be, until such time that the breach rendering the Premises or any part thereof uninhabitable, unusable or inaccessible are rectified. It is clarified that if the Sub-Lessee is able to access partial area of the Premises, then the Sub-Lessee shall be liable to pay the Rent proportionately for the part of Premises being accessed by it.

14. REPAIRS

- 14.1. The Sub-Lessor shall maintain and make all necessary repairs or replacements to the structural elements, exterior walls, windows, 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 willful misconduct of the Sub-Lessee. Any defect caused due to negligence or willful misconduct, shall be repaired/replaced at the cost of the Sub Lessee. The Sub Lessee shall be responsible for repair and maintenance of its fit outs and equipment inside the Premises at all times.
- 14.2. 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.
- 14.3. 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.
- 14.4. The Sub-Lessor shall keep the Premises air and watertight and maintain the Premises as suitable for general office use and will ensure that the Premises is in compliance with all building and zoning codes and all other Applicable Laws, regulations, rules and notifications throughout the term of the Sub-Lease. The Sub-Lessor shall use reasonable efforts to carry out any repairs, construction or any other work in such a manner as not to interfere with or impair the Sub-Lessee's use of the Premises. All repairs performed by the Sub-Lessor will be of a first-class quality and carried out in a prompt, diligent and good workmanlike manner. The Sub-Lessor shall commence any such work of repairs within 48 (forty-eight) hours of a defect being brought to the notice of the Sub-Lessor by the Sub-Lessee in writing ("Structural Defect Notice"), or immediately upon receipt of the Structural

Defect Notice in the event of an emergency. The Sub-Lessor shall complete the rectification of such works within 10 (ten) days of commencement of such rectification.

15. COMPLIANCE AND APPROVALS

- 15.1. In case of clash 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-Lessor has obtained, as on the Lease Commencement Date, all the necessary statutory approvals which are necessary for the peaceful occupation of the Premises except for documents listed in Annexure 6. The Sub-Lessor shall keep the aforesaid approvals and applicable renewals valid and subsisting during the Lease Term. The Sub-Lessor shall be solely liable for all compliances required under Applicable Law including but not limited to any no-objection certificate from the Fire Services Department and the Occupation Approvals, at its sole cost and in compliance with statutory requirements to ensure peaceful occupation and usage for the Lessee at all times. The Sub-Lessor shall in this regard always indemnify, hold harmless and keep indemnified the Sub-Lessee from and against any claims/penalties/proceedings civil or criminal initiated by the said authorities in connection with this Clause 15.2.
- 15.3. The Sub-Lessee shall obtain at its own cost and expenses all requisite licenses, permits, permissions, approvals, sanctions etc., 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;

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. The Sub-Lessee shall be liable to pay goods and service tax and/or any similar and/or all other taxes (save and except property tax which shall be paid by the Sub-Lessor), rates, assessments, charges, etc. payable in respect of the Rent, parking fee and other amounts as may be applicable or levied by any Governmental Authority from time to time. The Sub-Lessee shall pay the applicable goods and service tax to the Sub-Lessor along with the Rent and parking fee, provided that the Sub-Lessor has raised the invoice in the required form as per the Applicable Laws. The Sub-Lessor will be obligated to ensure that the goods and service tax paid by the Sub-Lessee is remitted to the Governmental Authority within such period as may be otherwise required under the Applicable Laws.
- 16.4. To the extent the Sub-Lessee is unable to claim a refund that is permitted by applicable laws, for reasons attributable to the Sub-Lessor's non-compliance with applicable GST laws, the Sub-Lessor shall reimburse to the Sub-Lessee on a quarterly basis the amount of GST paid by the Sub-Lessee. The above shall however not waive the Sub-Lessor's obligation to pay the GST to the governmental authority and assist the Sub-Lessee to obtain the refund so permitted by applicable GST laws. In the event the Sub-Lessee receive the refund at a later date, the amounts paid by the Sub-Lessor to the Sub-Lessee shall be adjusted/refunded without any interest whatsoever.



17. ASSIGNMENT AND SUBLETTING

- 17.1. The Sub-Lessee shall, be entitled, without the Sub-Lessor's consent, to assign to assign the sub-lease or part thereof or sublet or license all or any portion of the Premises to its Affiliates (including WeWork) with prior written intimation being provided to the Sub-Lessor in this regard.
- 17.2. The Sub-Lessee shall also be entitled to assign the sub- lease or part thereof or sublet or license all or any portion of the Premises to any third party, with prior written consent of the Sub-Lessor, which consent shall not be unreasonably withheld, delayed or conditioned. Consent sought by the Sub-Lessee under this Clause shall not be unreasonably withheld and the Sub-Lessor shall inform the Lessee of its decision within a period of seven (7) days from the date of receipt of the request for consent to sub-lease the Premises, from the Sub-Lessee. The Sub-Lessee shall ensure that the term of any such sublet or sub-lease or license agreement shall not be in contradiction to this Sub Lease as well as with Applicable Laws, and same shall be co-terminus with the Sub Lease of the Premises. It is further clarified that the Sub-Lessee shall continue to be solely responsible for any act/omission/commission of such affiliates and third parties.
- 17.3. The aforesaid right of Sub Lessee to sub-lease or sublet or license the Premises or any part thereof to its Affiliates shall be permitted as per the DMRC policy in this regard and on payment of 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 E.

18. INSURANCE

- 18.1. The Sub- Lessee shall take adequate insurance policies for the equipment, fittings and fixtures installed in the Premises by the Sub-Lessee 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 Sub-Lessor within seven days of written demand by the Sub-Lessor.
- 18.2. 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.
- 18.3. The Sub-Lessor shall adequately insure and keep in full force the insurances relating to the Building (the structure and any facilities/equipment therein belonging to the Sub-Lessor) to full reinstatement value during the Lease Term, with reputed insurance companies against all damage to or destruction of the Building arising, without limitation, from natural disasters, fires, riot, acts of terrorism, acts of war and other hostilities, civil commotion, aerial and other accidents, storms, tempests, floods or any inevitable accident or any other irresistible force or an act of God causing damage to the Building or any portion thereof. The Sub-Lessor shall provide the Sub-Lessee with a certified true copy of the insurance policies in respect of the Building.

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) failure to obtain or keep valid any approvals relating to the development, completion or occupation of the Building, (c) breach of any provision or covenant of this Sub-Lease Deed, (d) or by virtue of any suit, proceeding or claim filed or preferred by any person, financial institution, bank, any agency or association of persons against the Sub-Lessee in respect of the Land or the Premises and such suit, proceeding or claim results in Building being inaccessible for 60 consecutive days.
- 19.2. Either Party shall not be liable for any losses, damages, etc., suffered on account of Force Majeure Event which results in Premises/Building being unusable/inaccessible except the Sub-Lessor's entitlement as per clause 21.



- 19.3. 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;
- 19.4. 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;
- 19.5. 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, negligence or through the defective or damaged condition of any part of the interior of the Premises, Sub-Lessee Improvements or any fittings, fixtures or wiring therein for the maintenance/repair of which the Sub Lessee or its members are 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 shall be 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 or its members. 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

- 20.1 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 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 Lease Term (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;
- 20.2 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 the Sub-Lessee 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. Termination by Sub-Lessee during Lock-in Period:

- a) The Sub-Lessee shall not be entitled to terminate the Sub-Lease during the Lock-in Period, i.e., for a period of 4 years from the Lease Commencement Date, except for occurrence of any breach attributable directly to the Sub-Lessor's willful default & gross negligence, which renders the Premises inaccessible on permanent basis. The Sub Lessee shall provide written notice for such termination to the Sub-Lessor. The Sub-Lessor shall have a period of 60 days, or such mutually agreed timeline after written notice is provided to cure the breach. If such breach is not cured within period as above the Sub Lessee shall have right to terminate this Sub-Lease Deed, in which event, the Sub-Lessee shall leave the Sub-Lessee Improvement including but not limited to any movable or immovable equipment, furniture, art, etc., in the Premises on an as-is where-is basis excluding any assets of any members of the Sub-Lessee. The Sub-Lessor shall be entitled to sell/use the aforementioned Sub-Lessee Improvement at its sole discretion without any interference from the Sub-Lessee.
- b) In the event of abandoning or surrendering or terminating the lease prematurely during the Lock- in Period by the Sub Lessee for the reason attributable to Force Majeure Event which

renders the Building/Premises permanently unusable/inaccessible for more than 60 days consecutively, then the Sub Lessee shall be bound to pay to the Sub Lessor the amount equivalent to Unamortized Principal as on the date of termination as per CAPEX Amortization Schedule in Appendix-B as lock-in penalty ("**CAPEX Lock-in Penalty**") and handover to Sub-Lessor the entire Premises as per the terms of Clause 22.

- c) In the event of abandoning or surrendering or terminating the lease prematurely during the Lock- in Period by the Sub Lessee for any reason other than as per clause 21.1(a) & 21.1(b), then 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 ("**Lock-in Rent**") along with amount equivalent to Unamortized Principal as on the date of termination as per CAPEX Amortization Schedule in Appendix-B as lock-in penalty ("**CAPEX Lock-in Penalty**").

21.2. Termination by Sub-Lessee post expiry of Lock-in Period:

- a) In the event of abandoning or surrendering or terminating the lease prematurely after the expiry of the Lock- in Period by the Sub Lessee for the reason attributable to Force Majeure Event, which renders the Premises permanently unusable/inaccessible for more than 60 days consecutively, then the Sub Lessee shall be bound to pay to the Sub Lessor the amount equivalent to Unamortized Principal as on the date of termination as per CAPEX Amortization Schedule in Appendix-B as lock-in penalty ("**CAPEX Lock-in Penalty**").
- b) The Sub-Lessee shall have the right to terminate this Sub-Lease Deed after the expiry of the Lock- in Period without any reason after providing minimum of 4 (Four) months' advance notice thereof, in writing of its intention to terminate this Sub Lease Deed, in which event the Sub Lessee shall be bound to pay an amount equivalent to Unamortized Principal as on the date of termination as per CAPEX Amortization Schedule in Appendix-B as lock-in penalty ("**CAPEX Lock-in Penalty**").

21.3. Termination by Sub-Lessor:

- a) 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) non-payment of the Rent, CAM Charges and other charges 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 (Seven) 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, CAPEX Lock-in Penalty and other dues. In this event of termination:

21.3.a.1.If termination is during the Lock- in Period, 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 ("**Lock-in Rent**") along with amount equivalent to Unamortized Principal as on the date of termination as per CAPEX Amortization Schedule in Appendix B as lock-in penalty ("**CAPEX Lock-in Penalty**");

21.3.a.2.In the event of termination of the Sub-Lease Deed prematurely after the expiry of Lock- in Period by the Sub Lessor for any reason, the Sub Lessee shall be bound to pay to the Sub Lessor the amount equivalent to Unamortized Principal as on the date of termination as per CAPEX Amortization Schedule in Appendix B as lock-in penalty ("**CAPEX Lock-in Penalty**");

21.4. 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 days reinstate the Premises as per Clause 22. Upon expiry of the aforesaid 7 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 or 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, and(iii) put

lock on the Premises: During the 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. 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.
- d. The Sub Lessee if fails to clear the dues upon termination or expiry, then the Sub Lessor without prejudice to any other remedy available in law shall also have lien on the fit outs, movable and immovable equipment, electronics or any goods etc. of the Sub Lessee lying in the Premises with a further right to auction the same to recover the unpaid amounts. The Sub Lessor shall also be entitled to recover the cost of auction;
- e. If upon termination or expiry of this Sub Lease Deed some damage 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.

22. REINSTATEMENT

- 22.1. The Sub-Lessee, except as per Clause 21.1(a), 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.

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;

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- iii. There shall be no termination of this Sub Lease Deed on account of the Force Majeure except as provided in clause 21;
- 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, in case the period of such Force Majeure events exceeds 45 of days in continuity.
- v. Where the Sub Lessor is the Affected Party, it will take 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 in relation to Premises shall be entirely applied to repair, replace or restore the assets damaged on account of the Force Majeure Event.

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, 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 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 recognized courier service or by electronic transmission followed by prepaid registered airmail or by internationally recognized courier service, in the manner as elected by the Party giving such notice to the following addresses:

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

Address: 201-212, 2nd Floor, Splendor Forum, Jasola District Centre, New Delhi- 110025
Attention: Parag Dimri
Telephone: 9818675637
Email: parag.dimri@eldecoproperties.com

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

Address: WeWork India Management Private Limited, 6th Floor, Prestige Central, 36
Infantry Road, Shivaji Nagar, Bengaluru, 560001
Attention: Mr. Vinayak Parameswaran

Email: vinayak@wework.co.in

- 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 30 (thirty) 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 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 light 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 assure 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.

- 27.3. **Liquidation/Insolvency:** In the event of admission of insolvency proceeding under Bankruptcy Code against the Sub Lessee, 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 Sub-Lessee Improvements and any 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 and remove the properties of the Sub Lessee, 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;
- 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. Condemnation: If the whole or any material part of the Premises or the Building is taken for any public or quasi-public use under governmental law or regulation which would, in the Sub-Lessee's reasonable judgment, either prevent or materially interfere with the Sub-Lessee's use of the Premises, then upon written notice by the Sub-Lessee to the Sub-Lessor, this sub-lease shall terminate (without any liability to the Lock-in Period) and Rent, the Maintenance Charges and other charges shall be apportioned as of the said date.

27.6. 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.

27.7. 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.

27.8. 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.

27.9. 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.

27.10. 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.

27.11. 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.

- 27.12. **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 provisions.
- 27.13. **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.
- 27.14. **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

BY WEWORK INDIA MANAGEMENT
PRIVATE LIMITED THROUGH ITS
AUTHORISED SIGNATORY MR. ARNAV S
GUSAIN

For Best View Infracon Limited
Authorized Signatory



Date:

DATE:

Witness:

1. Name:
Address:
Mob No.:

2. Name:
Address:
Mob No.:

SCHEDULE A - DESCRIPTION OF THE LAND

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

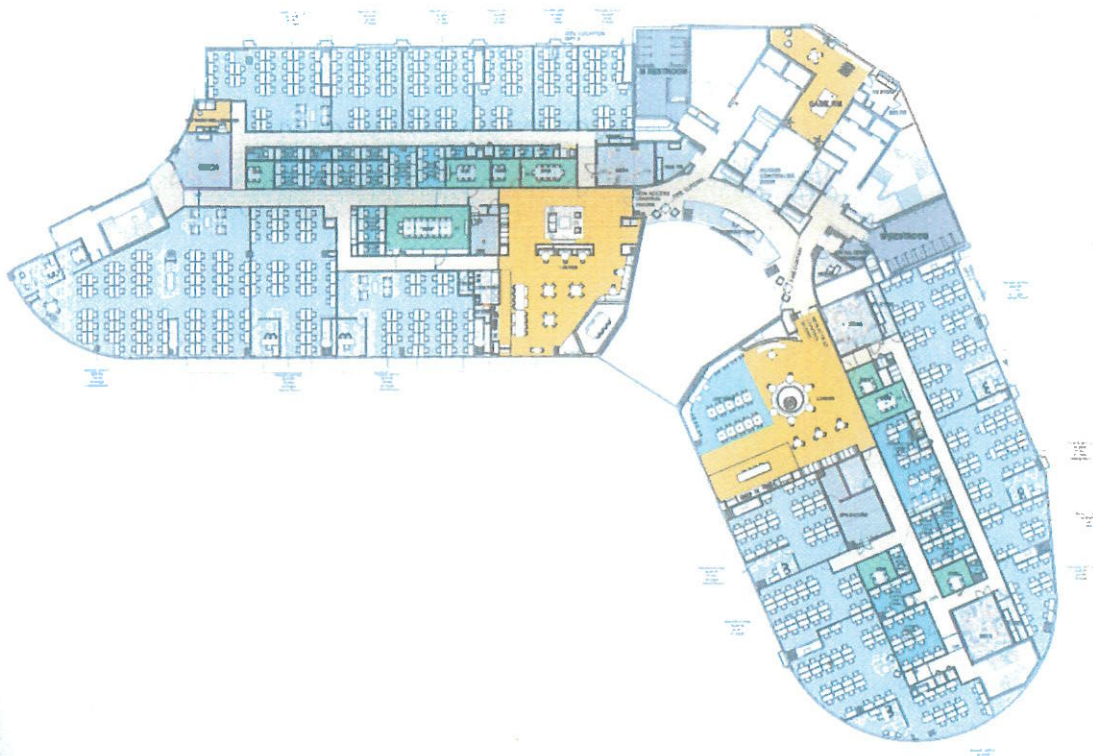
SCHEDULE B - DESCRIPTION OF THE PREMISES

Floors	Super Built-Up Area (sq. ft.)	Built Up Area (sq. ft.)
2 nd (Second)	54,402.00	35,361.00
Total	54,402.00	35,361.00

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SCHEDULE C - FLOOR PLAN OF PREMISES



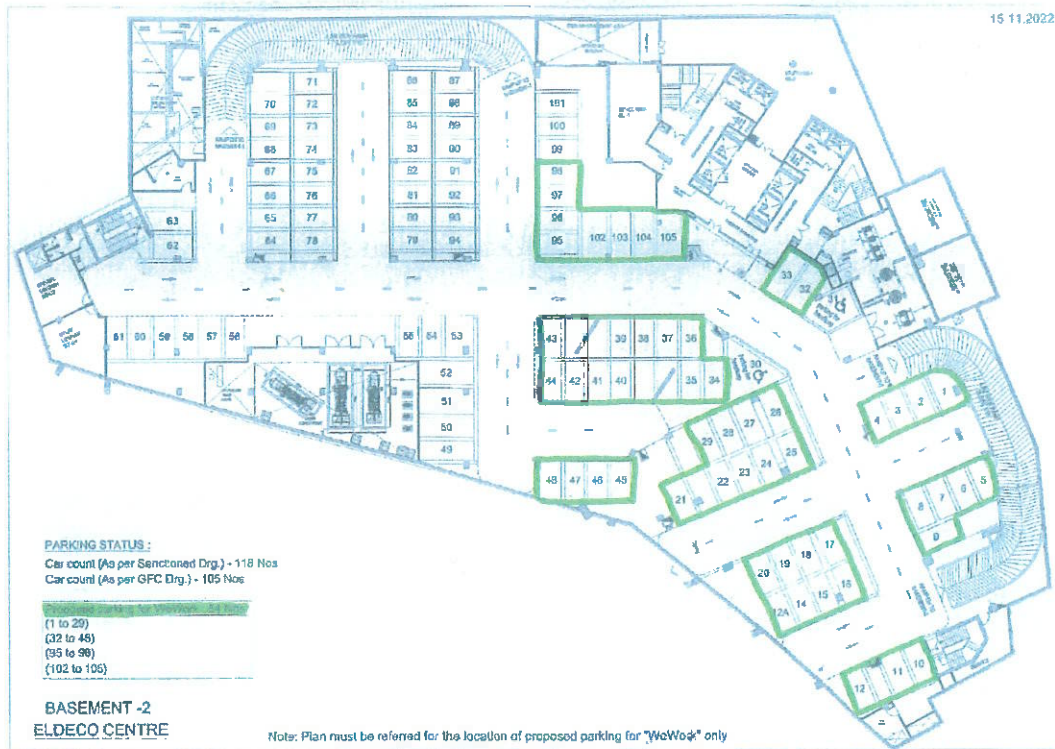
DESKS 817
(PDAWU - 81%)

2nd Floor
Layout
wework

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Wework India Management Private Limited

SCHEDULE D - PARKING SLOTS OF SUB-LESSEE



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 New Infracon Limited
 Authorized Signatory

ANNEXURE 1 – RENT SCHEDULE

Year	Month (From LCD)	Rent per sq ft	Total Monthly Rent (INR)	Remarks
1	1	-	-	Rent Free
1	2	-	-	Rent Free
1	3	-	-	Rent Free
1	4	-	-	Rent Free
1	5	-	-	Rent Free
1	6	-	-	Rent Free
1	7	-	-	Rent Free
1	8	197.00	1,07,17,194.00	
1	9	197.00	1,07,17,194.00	
1	10	197.00	1,07,17,194.00	
1	11	197.00	1,07,17,194.00	
1	12	197.00	1,07,17,194.00	
2	13	197.00	1,07,17,194.00	
2	14	197.00	1,07,17,194.00	
2	15	197.00	1,07,17,194.00	
2	16	197.00	1,07,17,194.00	
2	17	197.00	1,07,17,194.00	
2	18	197.00	1,07,17,194.00	
2	19	197.00	1,07,17,194.00	
2	20	197.00	1,07,17,194.00	
2	21	197.00	1,07,17,194.00	
2	22	197.00	1,07,17,194.00	
2	23	197.00	1,07,17,194.00	
2	24	-	-	Rent Free
3	25	197.00	1,07,17,194.00	
3	26	197.00	1,07,17,194.00	
3	27	197.00	1,07,17,194.00	
3	28	197.00	1,07,17,194.00	
3	29	197.00	1,07,17,194.00	
3	30	197.00	1,07,17,194.00	
3	31	197.00	1,07,17,194.00	
3	32	197.00	1,07,17,194.00	
3	33	197.00	1,07,17,194.00	
3	34	197.00	1,07,17,194.00	
3	35	197.00	1,07,17,194.00	
3	36	-	-	Rent Free
4	37	197.00	1,07,17,194.00	
4	38	197.00	1,07,17,194.00	
4	39	197.00	1,07,17,194.00	
4	40	197.00	1,07,17,194.00	
4	41	197.00	1,07,17,194.00	
4	42	197.00	1,07,17,194.00	
4	43	197.00	1,07,17,194.00	
4	44	220.64	1,20,03,257.28	12% escalation
4	45	220.64	1,20,03,257.28	
4	46	220.64	1,20,03,257.28	
4	47	220.64	1,20,03,257.28	
4	48	220.64	1,20,03,257.28	Lock-in Period expiry
5	49	220.64	1,20,03,257.28	
5	50	220.64	1,20,03,257.28	
5	51	220.64	1,20,03,257.28	
5	52	220.64	1,20,03,257.28	
5	53	220.64	1,20,03,257.28	
5	54	220.64	1,20,03,257.28	
5	55	220.64	1,20,03,257.28	
5	56	220.64	1,20,03,257.28	
5	57	220.64	1,20,03,257.28	
5	58	220.64	1,20,03,257.28	
5	59	220.64	1,20,03,257.28	
5	60	220.64	1,20,03,257.28	
6	61	220.64	1,20,03,257.28	
6	62	220.64	1,20,03,257.28	
6	63	220.64	1,20,03,257.28	
6	64	220.64	1,20,03,257.28	
6	65	220.64	1,20,03,257.28	
6	66	220.64	1,20,03,257.28	
6	67	220.64	1,20,03,257.28	
6	68	220.64	1,20,03,257.28	



Year	Month (From LCD)	Rent per sq ft	Total Monthly Rent (INR)	Remarks
6	69	220.64	1,20,03,257.28	
6	70	220.64	1,20,03,257.28	
6	71	220.64	1,20,03,257.28	
6	72	220.64	1,20,03,257.28	
7	73	220.64	1,20,03,257.28	
7	74	220.64	1,20,03,257.28	
7	75	220.64	1,20,03,257.28	
7	76	220.64	1,20,03,257.28	
7	77	220.64	1,20,03,257.28	
7	78	220.64	1,20,03,257.28	
7	79	220.64	1,20,03,257.28	
7	80	247.12	1,34,43,648.15	12% escalation
7	81	247.12	1,34,43,648.15	
7	82	247.12	1,34,43,648.15	
7	83	247.12	1,34,43,648.15	
7	84	247.12	1,34,43,648.15	
8	85	247.12	1,34,43,648.15	
8	86	247.12	1,34,43,648.15	
8	87	247.12	1,34,43,648.15	
8	88	247.12	1,34,43,648.15	
8	89	247.12	1,34,43,648.15	
8	90	247.12	1,34,43,648.15	
8	91	247.12	1,34,43,648.15	
8	92	247.12	1,34,43,648.15	
8	93	247.12	1,34,43,648.15	
8	94	247.12	1,34,43,648.15	
8	95	247.12	1,34,43,648.15	
8	96	247.12	1,34,43,648.15	
9	97	247.12	1,34,43,648.15	
9	98	247.12	1,34,43,648.15	
9	99	247.12	1,34,43,648.15	
9	100	247.12	1,34,43,648.15	
9	101	247.12	1,34,43,648.15	
9	102	247.12	1,34,43,648.15	
9	103	247.12	1,34,43,648.15	
9	104	247.12	1,34,43,648.15	
9	105	247.12	1,34,43,648.15	
9	106	247.12	1,34,43,648.15	
9	107	247.12	1,34,43,648.15	
9	108	247.12	1,34,43,648.15	

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ANNEXURE 2 - LOCK-IN RENT SCHEDULE

Year	Month (from LCD)	Rent per sq ft	Total Monthly Rent (INR)	Lock-in Rent Payable (INR)	Remarks
1	1	-	-	34,06,92,525.00	Rent Free
1	2	-	-	34,06,92,525.00	Rent Free
1	3	-	-	34,06,92,525.00	Rent Free
1	4	-	-	34,06,92,525.00	Rent Free
1	5	-	-	34,06,92,525.00	Rent Free
1	6	-	-	34,06,92,525.00	Rent Free
1	7	-	-	34,06,92,525.00	Rent Free
1	8	150.00	81,60,300.00	34,06,92,525.00	
1	9	150.00	81,60,300.00	33,25,32,225.00	
1	10	150.00	81,60,300.00	32,43,71,925.00	
1	11	150.00	81,60,300.00	31,62,11,625.00	
1	12	150.00	81,60,300.00	30,80,51,325.00	
2	13	150.00	81,60,300.00	29,98,91,025.00	
2	14	150.00	81,60,300.00	29,17,30,725.00	
2	15	150.00	81,60,300.00	28,35,70,425.00	
2	16	150.00	81,60,300.00	27,54,10,125.00	
2	17	150.00	81,60,300.00	26,72,49,825.00	
2	18	150.00	81,60,300.00	25,90,89,525.00	
2	19	150.00	81,60,300.00	25,09,29,225.00	
2	20	150.00	81,60,300.00	24,27,68,925.00	
2	21	150.00	81,60,300.00	23,46,08,625.00	
2	22	150.00	81,60,300.00	22,64,48,325.00	
2	23	150.00	81,60,300.00	21,82,88,025.00	
2	24	150.00	81,60,300.00	21,01,27,725.00	Rent Free
3	25	150.00	81,60,300.00	20,19,67,425.00	
3	26	150.00	81,60,300.00	19,38,07,125.00	
3	27	150.00	81,60,300.00	18,56,46,825.00	
3	28	150.00	81,60,300.00	17,74,86,525.00	
3	29	150.00	81,60,300.00	16,93,26,225.00	
3	30	150.00	81,60,300.00	16,11,65,925.00	
3	31	150.00	81,60,300.00	15,30,05,625.00	
3	32	150.00	81,60,300.00	14,48,45,325.00	
3	33	150.00	81,60,300.00	13,66,85,025.00	
3	34	150.00	81,60,300.00	12,85,24,725.00	
3	35	150.00	81,60,300.00	12,03,64,425.00	
3	36	150.00	81,60,300.00	11,22,04,125.00	Rent Free
4	37	150.00	81,60,300.00	10,40,43,825.00	
4	38	150.00	81,60,300.00	9,58,83,525.00	
4	39	150.00	81,60,300.00	8,77,23,225.00	
4	40	150.00	81,60,300.00	7,95,62,925.00	
4	41	150.00	81,60,300.00	7,14,02,625.00	
4	42	150.00	81,60,300.00	6,32,42,325.00	
4	43	150.00	81,60,300.00	5,50,82,025.00	
4	44	172.50	93,84,345.00	4,69,21,725.00	15% escalation
4	45	172.50	93,84,345.00	3,75,37,380.00	
4	46	172.50	93,84,345.00	2,81,53,035.00	
4	47	172.50	93,84,345.00	1,87,68,690.00	
4	48	172.50	93,84,345.00	93,84,345.00	Lock-in Period expiry
5	49	172.50	93,84,345.00	-	
5	50	172.50	93,84,345.00	-	
5	51	172.50	93,84,345.00	-	
5	52	172.50	93,84,345.00	-	
5	53	172.50	93,84,345.00	-	
5	54	172.50	93,84,345.00	-	
5	55	172.50	93,84,345.00	-	
5	56	172.50	93,84,345.00	-	
5	57	172.50	93,84,345.00	-	
5	58	172.50	93,84,345.00	-	
5	59	172.50	93,84,345.00	-	
5	60	172.50	93,84,345.00	-	
6	61	172.50	93,84,345.00	-	
6	62	172.50	93,84,345.00	-	
6	63	172.50	93,84,345.00	-	
6	64	172.50	93,84,345.00	-	
6	65	172.50	93,84,345.00	-	
6	66	172.50	93,84,345.00	-	
6	67	172.50	93,84,345.00	-	



6	68	172.50	93,84,345.00	-	
6	69	172.50	93,84,345.00	-	
6	70	172.50	93,84,345.00	-	
6	71	172.50	93,84,345.00	-	
6	72	172.50	93,84,345.00	-	
7	73	172.50	93,84,345.00	-	
7	74	172.50	93,84,345.00	-	
7	75	172.50	93,84,345.00	-	
7	76	172.50	93,84,345.00	-	
7	77	172.50	93,84,345.00	-	
7	78	172.50	93,84,345.00	-	
7	79	172.50	93,84,345.00	-	
7	80	198.38	1,07,91,996.75	-	15% escalation
7	81	198.38	1,07,91,996.75	-	
7	82	198.38	1,07,91,996.75	-	
7	83	198.38	1,07,91,996.75	-	
7	84	198.38	1,07,91,996.75	-	
8	85	198.38	1,07,91,996.75	-	
8	86	198.38	1,07,91,996.75	-	
8	87	198.38	1,07,91,996.75	-	
8	88	198.38	1,07,91,996.75	-	
8	89	198.38	1,07,91,996.75	-	
8	90	198.38	1,07,91,996.75	-	
8	91	198.38	1,07,91,996.75	-	
8	92	198.38	1,07,91,996.75	-	
8	93	198.38	1,07,91,996.75	-	
8	94	198.38	1,07,91,996.75	-	
8	95	198.38	1,07,91,996.75	-	
8	96	198.38	1,07,91,996.75	-	
9	97	198.38	1,07,91,996.75	-	
9	98	198.38	1,07,91,996.75	-	
9	99	198.38	1,07,91,996.75	-	
9	100	198.38	1,07,91,996.75	-	
9	101	198.38	1,07,91,996.75	-	
9	102	198.38	1,07,91,996.75	-	
9	103	198.38	1,07,91,996.75	-	
9	104	198.38	1,07,91,996.75	-	
9	105	198.38	1,07,91,996.75	-	
9	106	198.38	1,07,91,996.75	-	
9	107	198.38	1,07,91,996.75	-	
9	108	198.38	1,07,91,996.75	-	

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ANNEXURE 3 – USE OF PREMISES BY THE SUB-LESSEE AND OPERATIONS

Use of Premises:

1. The Sub-Lessee shall have the right to use the Premises for said Business its business including for uses consistent with, ancillary to, or that compliment said Business any of WeWork's businesses, operations and / or services as conducted now or in the future. (as demonstrated by a material allocation of company resources), including general, administrative and executive offices (and any ancillary use thereto), shared office space, conference rooms, internal lounges, cafe facilities (for the Sub-Lessee's Members' use and which may be operated by the Sub-Lessee or an operator retained by the Sub-Lessee and which may sell or serve food and beverage items solely for consumption by Members and their guests), the Sub-Lessee's Members "at large" (i.e., Licenses of the Sub-Lessee's services but not affiliated with a particular location), their employees and invitees, employees and guests within the Premises, break out rooms, recreational areas and reception areas, in each case subject to compliance with Applicable Laws and terms and conditions of this Sub-Lease Deed.
2. The Sub-Lessee shall have the right to execute membership agreements with new Members and existing Members, which may relate to the use of the Premises or any portion thereof. Notwithstanding anything to the contrary, the Sub-Lessor hereby acknowledges and agrees that the use of the Premises by any Member of the Sub-Lessee and any agreement(s) between the Sub-Lessee and its Members in respect of the Premises shall not be deemed an assignment or sub-lease for purposes of this Sub-Lease Deed and shall in no event require the Sub-Lessor's consent. The Sub-Lessee's Members shall have the same level and ease of access as the Sub-Lessee in and to the Premises. It is clarified that the consideration payable/ paid to the Sub-Lessee by its Members shall not be deemed to be rent towards such Members' use of the Premises or any portion thereof. The Sub-Lessee will be entitled to permit its Members to use the address of the Premises to obtain the required statutory registrations including under the applicable shops and establishments legislations and goods and service tax legislations. To assist the Sub-Lessee, the Sub-Lessor, at the cost of the Sub-Lessee, will undertake to execute the necessary documentation prepared by the Sub-Lessee which may be necessary under Applicable Law in connection with the provision by the Sub-Lessee of its services to third parties and Members within the Premises (including permitting usage of the Premises as the registered office of the Sub-Lessee's Members), so long as the documentation to be executed does not limit or prejudice the rights of the Sub-Lessor as contemplated in this Sub-Lease Deed.
3. The Sub-Lessee and its directors, employees, visitors, agents, customers, Members, etc. shall be permitted to bring pets into the Premises subject to pets not disturbing other occupants of the Building and subject to prior requisite permissions/ approvals, etc., from the concerned Governmental Authorities, if any, at its own cost and expense. The Sub-Lessor shall provide all documents including any certificates of no objection to the Sub-Lessee in relation to the above.
4. The Sub-Lessee shall be permitted to sell or serve liquor in the Premises to its directors, employees, visitors, agents, customers, Members, etc., subject to Sub-Lessee obtaining, at its own cost and expense, prior requisite permission/license, approval, etc., from the concerned Governmental Authorities in respect thereof. The Sub-Lessor shall provide any assistance that the Sub-Lessee may require in this regard. The Sub-Lessee shall ensure that such permits/licenses, permissions, etc., are valid and subsisting during the Lease Term and abide by the terms and conditions thereof from time to time.
5. The Sub-Lessee shall have the right to undertake shoots/photography within the Premises without causing disturbance to the Sub-Lessor or other occupants of the Building.
6. 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.
7. The Sub-Lessee shall be permitted to install and maintain a separate exclusive concierge/security desk/valet desk in the lobby/periphery/basement of the Building, at its sole cost and expense, subject to further discussions and details, at an agreed location as identified at the lobby level by the Sub-Lessor. Further, allocation of the seating space in the lobby would be provided at no additional cost to the Sub-Lessee, which will be mutually agreed upon in accordance with the plans submitted by Sub-Lessee's architect and subject to Sub-Lessor's approval, which approval shall not be unreasonably withheld, delayed or conditioned.

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8. The Sub-Lessor shall provide unrestricted 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 24 (twenty four) hours a day and every day of the year. The Sub-Lessor acknowledges that the Sub-Lessee shall have the right to operate from the Premises 24 (twenty four) hours a day and every day of the year subject to payment of all dues including CAM Charges for additional operation hours.
9. During the Lease Term, the Sub-Lessee, its Members, agents, employees and invitees shall have exclusive use of the Premises, including the provision of all utility services set out herein on a 7 (seven) days a week, 24 (twenty four) hours a day basis, without any hindrance and obstruction, subject to the applicable payments as provided under this Sub-Lease Deed being made and the compliance of the reasonable and non-discriminatory rules and regulations applicable to the Building as prescribed by the Sub-Lessor/DMRC/concerned authority, and subject to the Sub-Lessee validly discharging all its obligations as provided in this Sub-Lease Deed. Subject to the Sub-Lessee occupying the entire Building throughout the Lease Term, the Sub-Lessor shall not make any changes to any services and utilities provided in the Building and the Premises anytime during the Lease Term. In the event of any inconsistency between the Sub-Lessor's rules and regulations and this Sub-Lease Deed, the provisions of this Sub-Lease Deed will apply. It is however clarified that any change in such rules shall (a) be uniform to all occupants/ tenants of the Building, (b) not have an adverse impact to the Sub-Lessee's rights under this Sub-Lease Deed and (c) only be made with 30 (thirty) days' prior written intimation to the Sub-Lessee.
10. In the event of any alteration being sought to be made to the Common Areas, the Sub-Lessor will do so without affecting or obstructing the Sub-Lessee's access and/or impeding the Sub-Lessee's operations.

Operations:

The Sub-Lessor has provided the following confirmations to the Sub-Lessee in relation to the operations of the Building and Premises ensure that the following remain true during the Lease Term:

1. Lift(s);

- (a) There are 7 passenger lifts in the Building. Out of which 1 (One) is exclusive for the use of the Sub-Lessor.
- (b) There are 2 service lifts in the Building. In case there are no service lifts operational, the Sub-Lessee may use any of the lifts in the Building as a service lift with prior approval of the Sub-Lessor.
- (c) The Sub-Lessor acknowledges that all passenger and service elevators shall be operational for business hours, provided that during any Additional Area construction or planned maintenance and repair at least 1 (one) elevator of the Building shall be operational at all times.

2. Security, Access and Integration

- (a) The Sub-Lessee and its members and employees shall have access to the Premises on a 24/7/365 basis.
- (b) The Sub-Lessor will provide appropriately qualified and vetted security personnel and procedures for the Building, at the cost and sole discretion of the Sub-Lessor. This will include 24x7 deployment of security staff/s by the Sub-Lessor in the Common Areas of the Building and Campus. The Sub-Lessor shall intimate the Sub-Lessee 72 hours prior in the event that the Sub-Lessor's security staff/s is unavailable.
- (c) The Sub-Lessor is not entitled to have any additional security in the Premises.
- (d) In the event of a security incident or investigation, the Sub-Lessor shall share any access logs from the Access Control System installed by the Sub-Lessor within 48 hours of the request for the same by the Sub-Lessee.



- (e) At all times, the Sub-Lessor shall ensure that a minimum of 30 days back up CCTV footage is retained. In the event of a security incident or investigation, the Sub-Lessor shall share any CCTV footage within 48 hours of the request for the same by the Sub-Lessee.
- (f) The Sub-Lessor's security team shall document any and all parcels or items moving through the Building at all times.
- (a) The Sub-Lessee has the right to install and integrate its own security system at all points of access to the Premises. The Sub-Lessee may integrate its keycard with the base Building system at all points of access control to the Premises (including the Building lobby, elevators, turnstiles, and/or elevators lobbies and core bathrooms) as is required for normal operations. The Sub-Lessee has the right to install turnstiles within the Premises and such installation shall include Reader Routers as above to allow the independent management the Sub-Lessee's keycard system.
- (b) The Sub-Lessee has the right to place an iPad and/or other tablet check-in devices and a dedicated employee in the lobby of the Premises to facilitate guest check-in.
- (c) If the Sub-Lessee system cannot be integrated into the Sub-Lessor's existing system, then the Sub-Lessee has right to install Multi-Class Readers at Building access and amenity access points provided such changes will be made at the Sub-Lessee's cost. The Sub-Lessee may install Reader Routers at all points of access control along path of access to Premises (including the Building lobby, elevators, turnstiles, and/or elevators lobbies and core bathrooms) as required for normal operation, such that the Sub-Lessee may independently control activation and deactivation of the Sub-Lessee key cards without Sub-Lessor involvement at each point of access.
- (d) The Sub-Lessor shall engage security personnel for the Building and at such places which the Sub-Lessor deems necessary save and except within the Premises. The Sub-Lessor shall further install CCTVs at Parking Spaces and Common Areas, operation of which shall be at the sole discretion of the Sub-Lessee. The Sub-Lessor does not have right to install cameras within the Premises.
- (e) The Sub-Lessee may install security cameras within the Premises and at points of access to the Premises.
- (f) The Sub-Lessee shall be entitled to: (i) engage its own security personnel (of a reasonable number) within the Premises and (ii) install any security equipment to safeguard the Premises and the Sub-Lessee's articles, equipment and goods therein, at its own cost and risk, with no liability whatsoever on the part of the Sub-Lessor.

3. Common Area Maintenance

- (a) Maintenance and cleaning of the Premises is in the scope and sole discretion of the Sub-Lessee as detailed in **"Maintenance Agreement"**.
- (b) Maintenance of the Building is in the scope of the Sub-Lessor as further detailed in Maintenance Agreement.

4. Fire Safety

- (a) The Sub-Lessor will provide a fire safety/emergency action plan for the Building, including clear demarcation of the assembly area. Maintenance and operation of all the fire systems in the Building Common Areas are in the scope and at the sole discretion of the Sub-Lessor. The Sub-Lessee will be responsible for the maintenance of fire systems in the Premises This will include a fire safety and exit plan, clearly depicted fire assembly area on site.
- (b) The Sub-Lessor shall ensure that the Building fire alarm panel is integrated with the Sub-Lessee's fire alarm panel at all times. Maintenance services shall include monthly inspection of the serviceability of all fire extinguishers in the Building, and the Sub-Lessor shall promptly replace any expired or defunct extinguishers.
- (c) Both Parties shall ensure that all fire exits in the Common Areas are kept free from obstruction or material storage to allow for unobstructed exit in the case of emergencies.
- (d) The Sub-Lessee will provide a fire safety/emergency action plan for the Building, including clear demarcation of the assembly area. Maintenance and operation of all the fire systems in the Premises and Building are in the scope and at the sole discretion of the Sub-Lessee.

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5. Waste Removal

- (a) The Sub-Lessee may bring waste from the Premises at all times through the Service Lift to a Common Area waste storage area without charge.
- (b) Where the Building does not have a Service Lift then the Sub-Lessee may use the Passenger Lift(s) to remove waste from the Premises at the sole discretion of the Sub-Lessee.
- (c) The Sub-Lessee will be responsible for the removal of waste from the Common Area waste storage area.

6. Parking

- (a) The Sub-Lessee is provided with 54 Parking Spaces, charges of which are mentioned in Appendix A of the Sub-Lease Deed. The Parking Spaces are located in Basement 2 of the Building as depicted in **Schedule D**.
- (b) The Sub-Lessee may use the parking space, each measuring 2.5 meters x 4.8 meters, for both 2 wheelers and 4 wheelers, at the sole discretion of the Sub-Lessee.
- (c) All of the Parking Spaces shall be for the exclusive use of the Sub-Lessee and any person or entity designated by the Sub-Lessee, including but not limited to Sub-Lessee, employees, clients, agents, contractors, servants, Members and visitors of the Sub-Lessee. All rights pertaining to maintenance, access, use and enjoyment of the Premises in this Sub-Lease Deed shall be applicable to the Parking Spaces as well.
- (d) All the Parking Spaces shall be marked "WEWORK" and numbered by the Sub-Lessor in a manner to be determined by the Sub-Lessor at its sole discretion, as belonging to the Sub-Lessee for its sole and exclusive use.
- (e) Basement parking shall be handed over to the Sub-Lessee by the Sub-Lessor painted and with sufficient lighting, finished with boom barriers, cameras, emergency lights, directional signages, reflectors, blind area concave mirrors, corner guards and any other necessary feature for parking as per the plan provided by the Sub-Lessee.
- (f) In the event Sub-Lessor installs mechanical parking / stack parking in the Building, the entire operations of the parking, including but not limited to parking of the vehicles in the designated slots, operating the machine, and removal of car shall be the responsibility of the Sub-Lessor. Any damage to the vehicles shall be the sole responsibility of the Sub-Lessor, and shall reimburse the cost of damage to the concerned vehicle owner directly.

7. Bicycle storage, showers

- (a) No bicycle storage is currently available. The Sub-Lessee may convert space (including parking spaces) into bicycle storage space.
- (b) The Sub-Lessee and its members may bring bicycles to the Building for storage within the Premises.
- (c) No showers currently exist in the Building. Where showers and/or changing facilities are located within the Premises, then the Sub-Lessee shall be responsible for maintenance of same.
- (d) The Sub-Lessee may elect to use the Basements for storage.

8. Utilities and charges

- (a) All charges towards utilities shall be reimbursed to the Sub-Lessor by the Sub-Lessee as per the meter reading actuals (and transmission losses if any), from the Lease Commencement Date. Invoice of the bills will be in the Sub-Lessor's name. The charges for consumption of the utilities will be paid within 15 (fifteen) Business Days of receipt of an invoice from the Sub-Lessor.
- (b) Utility fees will be based on the Sub-Lessee's actual usage, as determined by submeters installed and maintained at Sub-Lessor's cost.
- (c) The Sub-Lessor shall provide electricity and water connection during initial build out of the Premises, move-in to Premises, move-out of Premises. Charges of the same will be as per actuals.

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- (d) The Sub-Lessee may access all base Building shafts required for the Sub-Lessee's alterations and operations at its sole discretion.
- (e) The Sub-Lessee may choose to run the HVAC system during overtime, subject to additional charge and with no restriction on the number of hours.
- (f) The Sub-Lessee shall have the right to install VRV systems in the future if so required.
- (g) The Sub-Lessor shall install a class 0.2 Availability Based Tariff (ABT) meter at the Sub-Lessor's cost.
- (h) If so requested by the Sub-Lessee, the Sub-Lessor will transfer the utility invoice and meter to the Sub-Lessee's name as required. The Sub-Lessor shall provide the necessary support to revise the contract demand, on request by the Sub-Lessee.

A circular blue stamp with the text "WEWORK INDIA MANAGEMENT PRIVATE LIMITED" around the perimeter. Overlaid on the stamp is a large, bold, handwritten signature in black ink.

ANEEXURE 4 – ANTI-BRIBERY COMPLIANCES

Each Party undertakes and agrees that it shall discharge its obligations in conformity with all applicable laws and in an ethical manner. Without limiting the foregoing, each Party shall ensure that its dealings and interactions with governmental, statutory, municipal and other similar authorities and bodies, where these pertain to or are in support of a matter related to the other Party, shall be fully compliant with the provisions of the Prevention of Corruption Act, 1988 and all similar or related Applicable Laws, rules and regulations as may be enacted, amended or applicable from time to time prohibiting corruption and/or bribery.

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ANNEXURE 5- INFRASTRUCTURE AND BUILDING SPECIFICATIONS

A. Electricity

- (a) The Sub-Lessor has provided and shall provide at all times during the Lease Term the Premises with a power load of 0.6 KVA per 100 square feet of Leasable Area free of cost, along with main LT panel as mentioned in Annexure 6. The Sub-Lessor shall provide a separate sub-meter in relation to the Premises. Any deposit to be paid to the utility company for said sub-meter shall be the sole responsibility of the Sub-Lessor.
- (b) The Sub-Lessee will pay for the electricity consumed in the Premises as per the reading of separate High Tension (HT) meters provided on every floor of the Premises on such tariff as may be applicable from time to time to the Sub-Lessor as per the prevailing charges or any other regulated utility provider charges, along with demand charges and proportionate transmission losses, if any, commencing from the Lease Commencement Date.
- (c) The Sub-Lessee shall be entitled to require the Sub-Lessor to provide additional power as required by the Sub-Lessee, subject to Applicable Law. The Sub-Lessee may request such additional power from the Sub-Lessor at any time during the Lease Term. The Sub-Lessor shall provide the Sub-Lessee an indicative cost for providing the additional power and the final cost of providing the additional power shall be calculated on the actual cost incurred. The Sub-Lessor shall communicate to the Sub-Lessee the cost associated with the procurement of the additional power within 7 (seven) days of the request. The Sub-Lessor shall provide any required additional power within a period of 3 (three) months, or such additional time as may reasonably be required by the Sub-Lessor from the date of payment of 50% (fifty percentage) of the associated charges by the Sub-Lessee. The Sub-Lessee shall pay the remaining charges on receipt of such additional power.
- (d) From the date of installation of the additional power, the Sub-Lessee shall pay electricity charges and minimum demand charges in this regard.

B. Back Up Power

- (a) The Sub-Lessor has provided and shall provide 100% power back up to the Premises (0.6 KVA for every 100 square feet of Leasable Area of the Premises) through soundproof diesel generator sets with DG panel, ATS and accessories for the same as mentioned in Annexure 6. The Sub-Lessor shall provide all the DG sets in perfect order and working condition along with necessary CEIG approvals and drawings, Consent to Establish and Consent to Operate.
- (b) The back-up power shall be provided, such that at all points in time there is 100% back up power available to the Building including the Premises and the Common Areas, when the supply from the concerned authority is not available. The consumption charges of the back-up power shall be borne by the Sub-Lessee and shall be metered and charged as per actuals.
- (c) The consumption charges are computed based on the present diesel prices. Any increase in the price of diesel shall result in a proportionate increase in the unit cost of the back-up power charges.

C. Water

- (a) The Sub-Lessor shall provide the Premises with water from the concerned Governmental Authority and/or an underground source and/or tankers, the cost of the same being borne by the Sub-Lessee at actuals, based on the readings from the water meter installed by the Sub-Lessor. The Sub-Lessee shall be entitled to carry out water quality check on a monthly basis at the cost of the Sub-Lessee. The Sub-Lessee shall promptly pay the water bills raised by the Sub-Lessor /concerned Governmental Authority, as the case may be.

- (b) The Sub-Lessor shall ensure that at all times during the Lease Term, there is sufficient quantity of water which will be of a quality sufficient to meet the needs of the Sub-Lessee for the Premises, with 2 (two) days' supply in water storage tanks or retention ponds.

D. Data and Telephone

- (a) The Sub-Lessee shall have the right to apply for, obtain and install the required telephone/ fax/ ISDN/international private sub-leased circuit and other telecommunications systems and devices within the Premises as it may deem necessary for its business activities, in its own name and at its own cost and expense. The Sub-Lessee shall pay the charges for such lines installed to the appropriate authorities. On receipt of a request from the Sub-Lessee, the Sub-Lessor shall provide all assistance to the Sub-Lessee in this regard and shall execute such documents as may be required by the Sub-Lessee for applying for, obtaining and installing such telecommunications systems and devices. The Sub-Lessee shall be provided sufficient shaft space, at the Sub-Lessor's cost, to install the Sub-Lessee's required conduit. The Sub-Lessor shall provide right of access at locations outside the Premises at no additional cost, to any third party appointed by the Sub-Lessee for the purpose of providing telecommunications services to the Sub-Lessee, which may pass through the Land.
- (b) The Sub-Lessee has the right to independently bring in independent multiple fiber circuits enter the Building, at the cost of the Sub-Lessee, after prior approval from the Sub-Lessor.
- (c) The Sub-Lessor shall ensure that the Building has adequate network coverage. The Sub-Lessee shall also have the right to install mobile boosters and connect to their independent MUX for ISP.

E. Antenna and other Required Equipment

- (a) The Sub-Lessee shall be entitled, in consultation with the Sub-Lessor, at its own cost, to install on the rooftop of the Building antenna/s, dishes or towers or any other kind of communication devices (collectively, "Antennae") which are necessary for the Sub-Lessee's use of the Premises, with prior approval from the Sub-Lessor. The additional cost of space shall be as per mutual understanding. The Sub-Lessor will not require the Sub-Lessee to move or relocate any Antennae installed as long as the Sub-Lessee remains in possession of any space in the Premises. The Sub-Lessee will comply with the height restrictions prescribed by the local Governmental Authorities, including the Airports Authority of India and ensure the structural feasibility in terms of load capacity.

- (b) The Sub-Lessee at its own cost shall obtain all the licenses and statutory permissions, if required, for installation of such devices and ancillary equipment. The Sub-Lessor agrees and covenants with the Sub-Lessee that any "No-objection Certificate" required, or any affidavit, endorsement or document required for such permissions shall be signed by the Sub-Lessor at the cost of the Sub-Lessee and all required assistance shall be provided.
- (c) The Sub-Lessee shall not install in the Premises any fixtures, equipment or machinery that shall place a load upon the floor exceeding the floor load per square foot area which such floor was designed to carry.

F. Pantry and F&B Spaces

The Sub-Lessor acknowledges that the Sub-Lessee will be entitled to have a pantry and/or F&B spaces within the Premises at such locations as the Sub-Lessee may deem fit and in compliance with Applicable Laws, for which the Sub-Lessor will provide the Sub-Lessee with necessary support in the form of documentation and NOCs.

G. Handover Contact



The Sub-Lessor shall appoint a representative who shall be the single point of contact (SPOC) to coordinate with the Sub-Lessee for any issues (Equipment, MEP, Operations, Legal etc.).

Sub-Lessor SPOC details

Name: Parag Dimri

Designation: General Manager (Business Development)

Mobile number: 9818675637

Email: parag.dimri@eldecoproperties.com



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ANNEXURE 6 – MINIMUM HANDOVER CONDITIONS AND ADDITIONAL HANDOVER CONDITIONS

MINIMUM HANDOVER SPECIFICATIONS

S. No.	Description	Design	Funding	Execution
A	Structure			
1	Structurally stable and safe RCC/ steel structure with report for the same from a certified engineer. Any structural repairs as identified by a third party consultant shall be remedied, post which a structural stability warranty shall be issued	Sub-Lessor	Sub-Lessor	Sub-Lessor
2	Building to be handed over in a water and air tight state with reports and warranties of the pond test and facade water jet test submitted to the Sub-Lessor. Facade jet test and terrace ponding tests in the presence of a representative of the Sub-Lessor.	Sub-Lessor	Sub-Lessor	Sub-Lessor
3	Double glazed glass as mentioned below: <ul style="list-style-type: none"> - SGG 6mm KS138 - 12mm air gap- 5mm Clear Glass: U value = 1.6 W/sq.m.k & Solar factor = 0.26 (Front; Larger Frame) - SGG 6mm ST167- 12mm air gap- 5mm Clear Glass: U value = 2.8 W/sq.m.k & Solar factor = 0.60 (Front; Smaller Frame) - SGG 6mm KS II 138 - 12mm air gap - 8mm Clear Glass: U value = 1.6 W/sq.m.k & Solar factor = 0.26 (Rear Side) 	Sub-Lessor	Sub-Lessor	Sub-Lessor
4	Broken or cracked windows and hardware to be replaced to match existing quality and specification. Removal of all hazardous materials like lead paint, asbestos. All shafts shall also be cleaned and handed over debris free.	Sub-Lessor	Sub-Lessor	Sub-Lessor
5	As per Sub-Lessee's specifications, Floors shall be delivered levelled with screeding completed as per Sub-Lessee's plan.	Sub-Lessor	Sub-Lessee	Sub-Lessor
6	Handicap accessibility and service entry in the form of a ramp to common areas with lift access as per NBC 2016 and prevailing local bylaws, specifically on the ground floor.	Sub-Lessor	Sub-Lessor	Sub-Lessor
7	Clear Fire Tender Path and Fire Egress as per local bye laws and NBC 2016	Sub-Lessor	Sub-Lessor	Sub-Lessor
8	Sub-Lessor to ensure bunds/ raised foundations for electrical rooms, plant rooms and any other storage or service spaces in the basements.	Sub-Lessor	Sub-Lessor	Sub-Lessor
9	External landscaping along with storm water drainage and MS covers, compound wall, entry/ exit gates, compound wall, exterior lighting, terrace lighting.	Sub-Lessor	Sub-Lessor	Sub-Lessor
10	Hardscaping- Resurfacing/ asphaltting/ pavers.	Sub-Lessor	Sub-Lessor	Sub-Lessor
11	All doors on the facade leading to balconies to be in lock-and-key provision, with keys handed to Sub-Lessee along with ongoing maintenance	Sub-Lessor	Sub-Lessor	Sub-Lessor
B	Vertical Circulation			
1	The Building shall have a total of 9 elevators including 5 passenger, 2 executive, and 2 service elevators. Of the total 5 passenger elevators, 1 elevator shall be dedicated for the use of Sub-Lessor only. On Minimum Handover Date, Sub-Lessor to provide 2 passenger elevators in the central lobby along with 1 service elevator with installation and commissioning completed. The remaining 2 executive elevators and 1 service elevator shall be commissioned and made accessible to Sub-Lessee post completion of Sub-Lessor's Additional Building Renovation & Extensions. By 1 st January 2024, all elevators shall be available for Sub-Lessee's use with	Sub-Lessor	Sub-Lessor	Sub-Lessor



S. No.	Description	Design	Funding	Execution
	installation and commissioning completed.			
2	Commissioning of all passenger and service elevators/ escalators. Licence to be shared with Sub-Lessee. Lifts fire alarm switch should be integrated to the buildings centralised F/A system. Lift should open at the Ground Floor landing at times of Fire Signals. Lifts shall be installed with Automatic Rescue Device (ARD). Lift call buttons shall be made available inside the lift lobby. Lift car doors shall be 2 hrs fire rated at 250 deg C and if the height of the building exceeds more than 30 mtrs then pressurisation of the liftwell to be done at 2 levels (from top and at intermediate level) as per NBC 2016.	Sub-Lessor	Sub-Lessor	Sub-Lessor
3	2 way intercom to be provided (upto fire control room) for faster rescue in case of entrapment.	Sub-Lessor	Sub-Lessor	Sub-Lessor
4	Lifts with touchless operations through DCS systems. BMS related I/O. Lift call system to be placed inside the main lift lobby.	Sub-Lessor	Sub-Lessor	Sub-Lessor
C	Electrical			
1	Temporary power and water to be provided as per Sub-Lessee requirement during fit out period along with electrical and water tap offs on the floor of the premises.	Sub-Lessor	Sub-Lessor	Sub-Lessor
2	All electrical infrastructure provided by the Sub-Lessor shall have useful life for the period of the lease. All equipment, meters and panels shall be made operational with health assessment reports (including Testing & Commissioning reports) and previous service records.	Sub-Lessor	Sub-Lessor	Sub-Lessor
3	Compliance: 1. CEIG approval for high side electrical works, DG and lifts/ escalators. 2. DG sets complying to CPCB (Central Pollution control Board) and Environmental norms, including relevant local authority guidelines at all times. (NOC from CPCB) & Explosive license (if required) 3. NOC from CPCB shall not be available as part of Minimum Handover; It shall be available with Additional Handover.	Sub-Lessor	Sub-Lessor	Sub-Lessor
4	Power for the Premises to exclusively serve the tenant low side infrastructure shall be provided at 0.6 kVA/ 100 sft of leasable area.	Sub-Lessor	Sub-Lessor	Sub-Lessor
5	Transformer with OLTC (On Load Tap Changer) and main LT Panel along with APFC panel as per the Sub-Lessor's specifications. The distribution system from substation/ RMU to the main LT panel.	Sub-Lessor	Sub-Lessor	Sub-Lessor
6	DG: 100% DG power back up to the extent of 1kVA/ 100 sft of leasable area to exclusively serve the tenant loads and all high side loads including DG sync panel, ATS/ COS/ all safety interlocks and accessories as required to change from EB to DG automatically, along with Air Movement and Control Association International (AMCA) certified ventilations fans, air washers, fuel transmission system and exhaust pipings. The DG set shall be enclosed and acoustically treated to achieve sound levels of max 60db at 3mts from the DG set, along with all safety measures and exhausting as per local authority/ CEIG. DG Day tank/ Buffer tank/ HSD Tank to be designed with 900 litre capacity.	Sub-Lessor	Sub-Lessor	Sub-Lessor



S. No.	Description	Design	Funding	Execution
	DG sets to be in N configuration. Additional DGs to be installed and when additional floors are constructed such that DG sets are always in N configuration. In the event any DG sets become non-operational, Sub-Lessor to have provision for connecting mobile DG as stand by.			
7	Metering: Electrical main meter for the Premises to monitor both EB and DG consumptions. All meters to be dual source energy meters compatible with the centralised BMS driven Energy metering system with calibration certificate shared with Sub-Lessee. a. Provision of Main LT panel, MDB and the capacitor panel with Clean agent based Fire Panel Suppression system (if required) as per local CFO requirements	Sub-Lessor	Sub-Lessor	Sub-Lessor
8	Risers: 1. Dual electrical risers (1W + 1S) from the main LT panel and power terminated at all leased floors with an appropriate sized floor level tap off box in 2N configuration. 2. LT Panel Room: APFC (Automatic Power Factor Control) along with all necessary cabling and integration as required by the local authority to be provided in LT Panel Room. 3. Buildings with two electrical risers should have provision of Auto Electrical Change Over Panel, in case of failure of one riser.	Sub-Lessor	Sub-Lessor	Sub-Lessor
9	Floor panels: Main electrical floor panel at each floor for small power, lighting and mechanical loads with individual meters with RS485 port installed.	Sub-Lessee	Sub-Lessee	Sub-Lessee
10	Sub-Lessor to provide 2 nos feeders of rating 400A at the floor level for Sub-Lessee's tap off.	Sub-Lessor	Sub-Lessor	Sub-Lessor
11	Earthing: Earth pits for systems & all general safety, building lightning arrestors for the base building. Dedicated space for additional maintenance free earth pits (6 nos.) to be allocated within 15M from the building along with hume pipes installed.	Sub-Lessor	Sub-Lessor	Sub-Lessor
12	Dedicated 6 nos of additional maintenance free earth pits (4 copper and 2 GI chemical earth pits) consisting of 4 nos Copper earth strips and 2 nos GI earth strips terminated at each floor level for UPS neutral, IT Rack, third pin and body earthing including Strips at all floors for tapping. Earth Pits to be located on mother earth and not filled earth.	Sub-Lessor	Sub-Lessor	Sub-Lessor
13	Provision and installation of certified Lightning Protection system complying to IS 62305	Sub-Lessor	Sub-Lessor	Sub-Lessor
14	Common Area UPS: UPS/ Inverter for common areas including basements, staircases, refuge areas as per NBC 2016. a. UPS power backup is required for all Life safety, emergency lighting, PA speakers as per NBC 2016.	Sub-Lessor	Sub-Lessor	Sub-Lessor
15	Dedicated UPS: Provision of two 250A additional dedicated feeders (1W + 1S for UPS) from two different sections/ busbars of the building main LT panel for Sub-Lessee's centralised UPS. Dedicated space for UPS/ Battery room in office floors or basement with floor loading of 500kg/sqm.	Sub-Lessor	Sub-Lessor	Sub-Lessor
16	Rodent repellent and Water Leakage Detection (WLD) to be provided in the electrical	Sub-	Sub-	Sub-



S. No.	Description	Design	Funding	Execution
	room by the Sub-Lessor	Lessor	Lessor	Lessor
D	HVAC			
1	<p>High-side HVAC equipment in good working condition with useful life for the term of the lease. HVAC system shall provide cooling year-round to maintain interior conditions of no more than 23deg Celsius. The HVAC equipment shall be made operational with a 3rd party health assessment report, all previous service records and commissioning reports.</p> <p>Installation of smoke extraction system & emergency fresh air for the entire floor plate as per local bylaws.</p> <p>The lift lobbies, toilets, common corridors (between right and left wing) to be maintained at 23+/-1 by the Sub- Lessor</p> <p>Centralised system:</p> <ol style="list-style-type: none"> Provision installation and commissioning of cooling towers, water/ air cooled chillers with BMS compatible central plant manager, with complete chilled water piping with insulation till AHU, condensate drain piping, floor drain, water supply point, AHU valve package and VFD. BMS compatible BTU meter per floor with the required converter to integrate over ModBUS. System shall be designed for a cooling capacity per Sub-Lessee's load estimate. Intending Sub-Lessor shall ensure 12 deg Celsius (+/- 1°C) on supply air temp at AHU outlet. System shall be designed for AHU fan capacity of 2 CFM/sft of carpet area. CHW inlet at AHU shall be with a min 4-6 kg per sqcm pressure as per pressure gauges. All fresh and exhaust air tap offs/cutouts must have motorised fire dampers to comply with FLS norms Toilet Exhaust ductwork including air terminals, flexible duct, etc will be done by the Sub-Lessor Design conditions for heating provision in the HVAC system basis an outside air temperature of 5 deg C, to maintain an indoor air temperature of 21.1 deg C. All duct taps offs at shaft must have motorised fire dampers. The dampers must be powered up and integrated with the main building FA panel by the Sub-Lessor. 	Sub-Lessor	Sub-Lessor	Sub-Lessor
2	<p>Basement natural and/ or mechanical ventilation as in compliance with NBC 2016.</p> <p>AMCA Certified ventilation fans as per ASHRAE with 12 air changes to be considered.</p> <p>Toilets to be ventilated at 12ACPH. The toilets to also have the necessary provisions of make up air to achieve 12ACPH of exhaust</p>	Sub-Lessor	Sub-Lessor	Sub-Lessor
3	<p>Lift pressurization system in the lift lobby, lift well and stairwell.</p> <p>Complete air conditioning for all lift lobbies (ground floor and individual floors, atrium and common areas) and the Sub-Lessee's proposed community bar space.</p>	Sub-Lessor	Sub-Lessor	Sub-Lessor
4	<p>Provision and installation of smoke extraction system & emergency fresh air for the entire floor plate as per local bylaws. All base build equipment like fresh air fan, exhaust fans, and basement ventilations fans must be integrated with the Sub-Lessor's main FA Panel. Sub-Lessor to install control & monitor modules for the functioning of the smoke extraction system.</p> <p>Installation of fire-rated ducts from fans to facade with proper water/air-tight closing of the facade to be done by Sub-lessor.</p>	Sub-Lessor	Sub-Lessor	Sub-Lessor



S. No.	Description	Design	Funding	Execution
5	Actuators to be provided in facade windows/doors in the lounge area for make up air by the Sub-Lessor. Actuators to be integrated with the main FA panel.	Sub-Lessor	Sub-Lessor	Sub-Lessor
6	Sub-Lessee to install automatic Door Opening Mechanism for Man trap doors (Internal Corridors only) within the Premises.	Sub-Lessee	Sub-Lessee	Sub-Lessee
7	Fresh air requirement: Fresh air via centralised fan, design shall be as per ASHRAE 62.1 + 30%.	Sub-Lessor	Sub-Lessor	Sub-Lessor
8	Critical cooling: Provision of outdoor space for dedicated VRF outdoor units in 2N configuration along with a pathway/shaft to route refrigerant risers from Premises.	Sub-Lessor	Sub-Lessor	Sub-Lessor
E	Fire protection			
1	Fire fighting system including high side sprinklers, high side smoke detectors, FAPA for all common areas and office areas to suffice all requirements as per Local CFO, NBC 2016 and local bylaws. No Objection Certificate issued from relevant fire authority to be provided.	Sub-Lessor	Sub-Lessor	Sub-Lessor
2	Sprinkler system shall be provided with an isolation valve assembly with tamper switch, water flow switch, and testing and drain station on all floors within the Premises. Sprinkler system shall be drained down prior to handover of the Premises to enable the Sub-Lessor to make modifications to the sprinkler head layout. Sprinkler pipeline to be raised by Sub-Lessor to achieve maximum clear height from the floor level.	Sub-Lessor	Sub-Lessor	Sub-Lessor
3	Sub-Lessor to ensure 3.5 kg per sq cm pressure on the farthest hydrant points on auto mode operation.	Sub-Lessor	Sub-Lessor	Sub-Lessor
4	Facade protection sprinklers to be provided for the Premises, and the FHC should be complete with Orifice plates (as per proper pressure calculation) and sight through glass apart from other conventional requirements.	Sub-Lessor	Sub-Lessor	Sub-Lessor
5	Firestopping and safing between perimeter facade and core floor space, shafts (Sealed with sleeves provisions), risers. Firestopping shall be executed in flush with the floor level.	Sub-Lessor	Sub-Lessor	Sub-Lessor
6	Separation of shafts for dedicated services as mandated by local bylaws. As per appropriate compliances, shafts to be closed with 2 hour fire rated material (fire foam closer/ fire seal/ chequered plate) at all floor levels with closure between shafts and at all shaft entries. Appropriate sleeves to be provided for the routing of services between the horizontal shaft seals.	Sub-Lessor	Sub-Lessor	Sub-Lessor
7	Internal and external fire hydrant system with the necessary hose reels, FHC for all common areas including lobbies, staircases, perimeter and basements.	Sub-Lessor	Sub-Lessor	Sub-Lessor
8	The Sub-Lessor shall provide FAPA, emergency lighting with inverter, smoke detectors, PA speakers, emergency exit signages, fire extinguishers and all other necessary fire life safety equipment as per NBC 2016 in all common areas including lobbies, staircases, common corridor (between Left and right wing) and basements	Sub-Lessor	Sub-Lessor	Sub-Lessor
9	<ul style="list-style-type: none"> a. Any upgradation to building FA panel, including software, reprogramming must not be at any additional cost to the Sub-Lessee. b. Programming, T&C of the building FA panel to be completed post intimation by the Sub-Lessee c. The building FA panel to have provision for two way integration with the Sub-Lessee panel (must-have). Sub-Lessor to make provision for the same, including any relay module or accessories, etc 	Sub-Lessor	Sub-Lessor	Sub-Lessor



S. No.	Description	Design	Funding	Execution
	d. Building FA integration to be done with basement ventilation system, staircase pressurization, lift well pressurization fans, lift and lift lobby pressurization, boom barriers and turnstiles. All the integration is required as per NBC 2016			
10	DG pump, electrical fire hydrant & sprinkler pump, jockey pumps for both are required in the fire pump room in auto operation mode.	Sub-Lessor	Sub-Lessor	Sub-Lessor
11	2-hour fire rated doors on all fire corridors, exits, lift lobbies, staircases, AHU rooms, electrical rooms with accessories such as vision panel, door closers, sensors and panic bars. All shaft doors shall be 2 hour fire rated.	Sub-Lessor	Sub-Lessor	Sub-Lessor
12	Additional fire rated door next to service lift entrance shall be in Sub-Lessee scope.	Sub-Lessee	Sub-Lessee	Sub-Lessee
13	Fire alarm system a. Provision and installation- Two way integration of FA panel shall be provided by the Sub-Lessor, laying of integration cable up to the Sub-Lessee panel will be in Sub-Lessor scope, final integration shall be done by the Sub-Lessor at his own cost. Main building fire panel should have Fire Integration works with Fire Dampers, MCP, Detectors etc. b. Installation- Two way integration of FA panel shall be provided by the Sub-Lessor, laying of integration cable up to the Sub-Lessee's panel including the necessary modules (control and monitor modules) and the integration itself shall be done by the Sub-Lessor at his own cost.	Sub-Lessor	Sub-Lessor	Sub-Lessor
14	Fire exit and all common area signages to be provided as per the local authority guidelines and NBC 2016.	Sub-Lessor	Sub-Lessor	Sub-Lessor
15	All fire escape staircase railings shall be compliant with NBC 2016.	Sub-Lessor	Sub-Lessor	Sub-Lessor
F	Plumbing			
1	Permanent water connection through government water supply. Provision of filling via water tanks into underground sump and OHT to be made.	Sub-Lessor	Sub-Lessor	Sub-Lessor
2	Plumbing riser (vertical stack) and ducts for both water supply & drainage with floor level tap-off points.	Sub-Lessor	Sub-Lessor	Sub-Lessor
3	Provision of 24/7 water supply (Municipal/Borewell/Tanker) with a storage capacity for 48 hours in both UGT and OHT, as per occupancy density of 50 Sfr/person on carpet area (as per NBC norms). Hot water provision with the necessary piping, mixing station for all washbasins to be done by Sub-Lessor.	Sub-Lessor	Sub-Lessor	Sub-Lessor
4	Geysers to be installed by Sub-Lessee.	Sub-Lessee	Sub-Lessee	Sub-Lessee
5	Metering of water consumption: Analogue water meters are required at the main distribution of domestic water supply to the floors.	Sub-Lessor	Sub-Lessor	Sub-Lessor
6	Fire tank, reserve fire water tank, OHT tank for domestic water as required by NBC 2016.	Sub-Lessor	Sub-Lessor	Sub-Lessor
7	Water treatment system to be provided in compliance with the drinking water requirement of IS 10500. Municipal/ borewell incoming water & treated water test reports to be provided.	Sub-Lessor	Sub-Lessor	Sub-Lessor

S. No.	Description	Design	Funding	Execution
8	STP for wastewater including provision of STP water test report and required environmental clearances such as CtoO and CtoE. Any overflow of STP water shall be ultra-filtered before discharging to municipal drainline. MBR system is provided and treated effluent water will be conforming to CPCB norms.	Sub-Lessor	Sub-Lessor	Sub-Lessor
9	Space for RO plant installation as per Sub-Lessee specification along with provision of required infrastructure such as electrical and water connection, drainage points, etc.	Sub-Lessor	Sub-Lessor	Sub-Lessor
10	Rain water harvesting to be provided as per norms with requisite clearances from authorities accordingly.	Sub-Lessor	Sub-Lessor	Sub-Lessor
11	Toilets finished as per Sub-Lessor's specification.	Sub-Lessor	Sub-Lessor	Sub-Lessor
12	ADA Toilet: Sub-Lessor to provide material for execution of ADA toilet including but not limited to tiles, marbles, fixtures, etc. Execution of the ADA toilet will be in Sub-Lessee scope.	Sub-Lessee	Sub-Lessee	Sub-Lessee
G	ICT			
1	Provision of entry path for telecom carriers into the building which includes hume pipes for underground application.	Sub-Lessor	Sub-Lessor	Sub-Lessor
2	Communication room/ ISP room in the basement	Sub-Lessor	Sub-Lessor	Sub-Lessor
3	Provision of communication shaft with 300mm usable space raceway for vertical floor to floor connectivity. All Tech-cabling shafts shall be properly sealed with fire stopping material protected by 2-hrs fire rated doors.	Sub-Lessor	Sub-Lessor	Sub-Lessor
4	Basement path to be provided with a 200mm raceway connecting to the diverse communication shafts in the Building.	Sub-Lessor	Sub-Lessor	Sub-Lessor
5	Core cuts: Provision for core cut for IT room connectivity. If required, core cut execution for IT room connectivity. Sub-Lessee to request prior permission.	Sub-Lessor	Sub-Lessor	Sub-Lessor
6	CCTV: CCTV cameras with a minimum of 2 megapixels with IR and a recording storage of 30 days. Area coverage should be entry and exit of the site, perimeter, staircases, lobbies, basement entry-exit, parking space and terrace, Common area if any.	Sub-Lessor	Sub-Lessor	Sub-Lessor
7	Boom barrier (main gate): The Sub-Lessor shall have the right to connect the reader router to the card reader of the boom barrier with required connectivity/conduit provisioning to the nearest IT room.	Sub-Lessor	Sub-Lessor	Sub-Lessor
8	Turnstiles/Flap Barriers (lobby): Turnstiles/Flap Barriers are provided, and the Sub-Lessor shall have the right to connect the reader router to the card reader of the Turnstiles/Flap Barrier/Flap Doors.	Sub-Lessor	Sub-Lessor	Sub-Lessor
H	Miscellaneous			
1	Waste segregation provisions in the building. Sub-Lessee shall be responsible for floor-level segregation and disposing till building's central disposal unit.	Sub-Lessor	Sub-Lessor	Sub-Lessor

S. No.	Description	Design	Funding	Execution
2	Dedicated concierge desk/seat at the reception in the main lobby	Sub-Lessor	Sub-Lessor	Sub-Lessor
3	Demolition on the existing floor to be done by Sub-Lessor as per Sub-Lessee's layout.	Sub-Lessor	Sub-Lessor	Sub-Lessor
4	Provision of temporary storage space during fit-out period to be given to Sub-lessee.	Sub-Lessor	Sub-Lessor	Sub-Lessor
5	All plumbing shafts located inside the Premises to be closed completely with a wall on one side (wherever indicated on the demolition plan) and the other side of the shaft to be closed with a door by the Sub-Lessor as per Sub-Lessee's specifications. The shafts shall be waterproofed from inside. Sub-Lessee shall utilize the nearby PHE shafts for discharge of floor pantry and battery exhaust air.	Sub-Lessor	Sub-Lessor	Sub-Lessor

ADDITIONAL HANDOVER SPECIFICATIONS

S. No.	Description	Design	Funding	Execution
1	LOW SIDE HVAC: a. Provision, installation and commissioning of AHU's along with associated accessories such as pipes, valve package including energy valve, piping insulation, BMS compatible starter panel and all associated electrical works, as per Sub-Lessee's specification. b. Eurovent certified FM AHU with plug fans and EC motors with combined MERV 14 filters & chemical filters on Fresh Air Unit. c. Provision and installation of CSU of 2,500 CFM along with associated accessories for the Game room area (rear side of the lift lobby). d. All the above mentioned AHU requirements must be newly made including the piping from the chilled water risers, valves, valve package, fresh air louvers, starter panels, VFD's, etc e. All AHU's with installation, testing & commissioning per Sub-Lessee's specs must be completed 30 days prior to opening. The T&C will be witnessed by Sub-Lessee's appointed third party consultant. Prior intimation of a minimum 72hrs to be provided for third party witnessing. Sub-Lessor to ensure all T&C are completed internally by their vendor prior to intimation to Sub-Lessee's third party. f. Starter panel to have provisions to integrate with BMS for control, monitoring, scheduling and trip status. Panel to have provisions for integration with FA panel for tripping during emergencies. Starter Panel to also have provision to integrate with fire damper panel g. SITC of BMS compatible VFD. VFD to capture parameters per Sub-Lessee Specs h. AHU's to be compatible for both cooling and heating applications.	Sub-Lessor	Sub-Lessor	Sub-Lessor
2	a. AHUs and its metering to be connected with the Sub-Lessee's BMS. b. Sub-Lessor to integrate entire I/O summary for AHU's (Auto/manual, Valve actuators - power supply, BTU meters etc) c. Sub-Lessor to provide access to monitor the main building BMS & security system (subject to approvals based on the urgency/situation) All metering to be made available in BMS (Electrical, BTU & Water supply inlets to Bldg, RO plant, OHT, UGT)	Sub-Lessor	Sub-Lessor	Sub-Lessor
3	AHU room construction: (As per Sub-Lessee's specifications) Installation and provision of AHU room wall acoustics (to achieve insertion loss upto 25 db), factory fabricated double skin plenum on the AHU, acoustic lined ducting terminated by Supply & Return Fire Dampers (integrated to the Sub-Lessee's Fire Alarm system) and AHU related BMS works for the valve actuator power supply and manual/	Sub-Lessor	Sub-Lessor	Sub-Lessor



S. No.	Description	Design	Funding	Execution
	auto operation. Provision of 2 hr fire rated door for the all AHU rooms. Provision of flooring as per Sub-Lessee's specs.			
4	Mobile boosters: Provision of in building solution for adequate mobile connectivity coverage via mobile boosters for Airtel, Jio, Vodafone.	Sub-Lessor	Sub-Lessor	Sub-Lessor
5	Right to install digital signage in lift lobbies on Sub-Lessee's floor. Right to install signage in the main lift lobby tenant directory on ground floor, as per Sub-Lessor's specification.	Sub-Lessor	Sub-Lessor	Sub-Lessor
6	Demolition and reinstatement of the ceiling of the common corridor adjacent to the lift lobby between right and left wing.	Sub-Lessor	Sub-Lessor	Sub-Lessor
8	Self illuminating tapes on staircases (both sides)	Sub-Lessor	Sub-Lessor	Sub-Lessor
9	Basement wall painting, 2W and 4W parking demarcation in basement and periphery, numbering and directional signage, corner guards, reflectors, convex mirrors as per Sub-Lessee's specifications.	Sub-Lessor	Sub-Lessor	Sub-Lessor
10	<u>Chillers for HVAC</u> Sub-Lessor has installed 2 (Two) nos 210 TR water cooled chiller (make - Daikin). Additional 3 rd (Third) chiller shall be installed and commissioned prior to start of operations of Sub-Lessee.	Sub-Lessor	Sub-Lessor	Sub-Lessor
11	<u>Pending Compliance Documents</u> a. Consent to Operate – Water – PCCB b. Consent to Operate – Air – PCCB c. Environmental Statement – Form V d. MOEF Statement e. Hazardous Waste disposal Used Oil/Battery (Form-X) – SPCCB f. Agreement for Garbage Disposal g. Power Connection - Electricity Board h. Water Connection approvals	Sub-Lessor	Sub-Lessor	Sub-Lessor

For Best View Infracon Limited
Authorized Signatory



APPENDIX A – ADDITIONAL CLAUSES

The content mentioned in Appendix A shall be read as part and parcel of the Agreement and shall hold the same meaning as prescribed herein below:

S. No.	Clause	Particulars
1	Definitions: “Additional Handover Specification”	“Additional Handover Specifications” shall mean the additional handover specifications to be provided to the Premises by the Sub-Lessor as detailed in Annexure 6.
2	Definitions: “Competitor”	<p>“Competitor”: The Sub-Lessor shall not, during the Lease Term, give on sub-lease/license or permit use of any portion of the Building to any Competitor of the Sub-Lessee. The Sub-Lessor shall also not, during the Lease Term, compete with the Sub-Lessee or commence a business similar to that of the Sub-Lessee in any portion of the Building. For managed offices services, the Sub-Lessor shall not give on sub-lease/license or permit use of any portion of the Building to entities listed below. It is agreed between both Parties that the list below, which shall be revised every 2 (two) years commencing from Rent Commencement Date:</p> <ul style="list-style-type: none"> • Simpliworks • Smartworks • Tablespace • Indigube • Awfis • Innov8 • Cowrks • Regus • Skootr • DevX
3	Definitions: “Members”	“Member” shall mean (a) companies, entities, individuals and other persons that enter into membership agreements with maintenance agreement, which is going to be signed separately between the Sub-Lessee or one of its Affiliates or that otherwise occupy space in a facility operated by the Sub-Lessee or one of its Affiliates (including as We Membership (or successor program), Hot Desks (or successor program) and members of WeWork Lab (or successor program)) and/or (b) prospects to enter into such membership agreements, allowed to use the spaces and enjoy the services offered by the Sub-Lessee or its Affiliates within the Premises on a trial period.
4	Definitions: “Minimum Handover Specifications”	“Minimum Handover Specifications” shall mean the minimum handover specifications to be provided to the Premises by the Sub-Lessor.
5	Delivery of Premises: Clauses for delay in Target Completion Date	<ul style="list-style-type: none"> • The Sub-Lessor shall complete the Sub-Lessor’s Additional Handover Specifications at the Premises, to the satisfaction of the Sub-Lessee on or before 15th July 2023 (“Target Completion Date”). The Sub-Lessor shall use reasonable efforts to complete the Additional Handover Specifications in such a manner as not to interfere with, impair or slow down the Sub-Lessee’s installation/completion of the Sub-Lessee’s work at the Premises. In the event that the Sub-Lessor does not complete the Additional Handover Specifications to the satisfaction of the Sub-Lessee by the Target Completion Date, the Sub-Lessee shall be entitled to rent free as detailed below: <ul style="list-style-type: none"> (a) In event of delay for a period of upto 30 (thirty) days beyond the Target Completion Date, then for every 1 (one) days’ delay in completion the Sub-Lessee will be entitled to an additional days’ rent-free occupation of the Premises commencing from the Rent Commencement Date; and (b) In event of delay for a period beyond 30 (thirty) days beyond the Target Completion Date, then for every 1 (one) days’ delay in completion after the expiry of 30 (thirty) days the Sub-Lessee will be



		<p>entitled to an additional 2 (two) days' rent-free occupation of the Premises commencing from the Rent Commencement Date.</p> <ul style="list-style-type: none"> • Prior to the Rent Commencement Date and during the period when the Sub-Lessee is carrying out its fit outs at the Premises, the Sub-Lessor shall provide to the Sub-Lessee and the Sub-Lessee's contractors the rights, amenities and facilities as required by the Sub-Lessee during the Sub-Lessee's fit-out and furnishing work period with respect to the Premises, including but not limited to lifts, escalators, parking facilities, etc. In addition, the Sub-Lessor shall provide temporary electricity connection and water in order for the Sub-Lessee to complete its fit out works expeditiously at no additional cost to the Sub-Lessee. It is clarified that the charges for consumption electricity and water will be paid at actuals during this period by the Sub-Lessee within 15 (fifteen) Business Days from the Sub-Lessor demanding the same in writing from the Sub-Lessee. • Additionally, the Sub-Lessor on best effort basis, shall facilitate obtaining Fire NOC or any other statutory approval from government authorities for Sub-Lessee's fit outs and execution at Sub-Lessee's cost and expenses. • In case of approvals, the liaisoning cost, not exceeding INR 10,00,000 (Rupees ten lacs) plus applicable taxes, shall be payable by the Sub-Lessee to the Sub-Lessor.
6	Repairs	<p>The Sub-Lessor shall be responsible for the replacement of any and all MEP equipment in the Building, including that necessitated on account of normal wear and tear or based on an assessment report to be provided by a third party (acceptable to the Sub-Lessor and the Sub-Lessee). The Sub-Lessor undertakes that any such replacement shall be effected in such a manner that the Sub-Lessee's rights under this Sub-Lease Deed are not interfered with or impaired in any manner whatsoever. Where any such equipment becomes unusable as demonstrated to the satisfaction of the Sub-Lessor under a notice issued by the Sub-Lessee, the Sub-Lessor shall make efforts to replace such equipment at the earliest and shall make interim measures to avoid interruption to the Sub-Lessee's business. If the Sub-Lessor fails to replace such equipment within 30 (thirty) days of the replacement becoming necessary or the receipt of the notice as aforesaid from the Sub-Lessee, as the case may be, or if the Sub-Lessor fails to make interim arrangements such that the Sub-Lessee's rights under this Sub-Lease Deed are affected in any manner whatsoever, the Sub-Lessee shall be entitled to the rights in Clause 14.4 above.</p>
7	Governing Law, Jurisdiction And Dispute Resolution	<p>The Parties shall endeavour to resolve amicably by negotiation all disputes arising out of or in connection with this Sub-Lease Deed, including any question regarding its existence, validity or termination. Any such dispute which remains unresolved 30 (thirty) days after a Party requests in writing negotiation under this clause shall be referred to and finally resolved by arbitration under the Mumbai International Arbitration Centre ("MIAC") in accordance with the Arbitration Rules of the said institution for the time being in force, which rules are deemed to be incorporated by reference in this clause. The Tribunal shall consist of one arbitrator appointed in accordance with the MIAC Rules. The seat, or legal place, of arbitration shall be Delhi, India. The language to be used in the arbitration shall be English.</p> <p>The arbitrator's award shall be substantiated in writing and the Parties shall submit to the arbitrator's award which shall be enforceable in any competent court of law.</p>
8	Parking	<p>54 Car Parking to be provided free of cost to the Sub-Lessee by Sub-Lessor. Additional car parking charges would be – INR 6000 + applicable taxes per car park per month (subject to availability). The Sub-Lessor confirms or clarifies that there is no restriction on provision of space for valet services desk.</p>
9	Miscellaneous	<p>The Parties are entering into this Sub-Lease Deed with the understanding that either Party shall have no recourse and shall not have the right to make (and hereby waives) any claim against, any entity (including any</p>



		officers, directors, trustees, beneficiaries, shareholders, Members, employees, partners, principals or affiliates of respective Party) other than the other Party with respect to any obligations hereunder or arising in connection herewith.
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For Best View Infracon Limited
Authorized Signatory



APPENDIX B – CAPEX FUNDING MECHANISM

The content mentioned in Appendix B shall be read as part and parcel of the Agreement and shall hold the same meaning as prescribed herein below:

1. **CAPEX Funding: Rs. 15,67,65,800/-** (Rupees Fifteen Crore Seventy-Seven Lacs Sixty Five Thousand Eight Hundred only) inclusive of all taxes towards Sub-Lessee Improvements in the Premises.
2. **CAPEX EMI:** Monthly EMI shall be calculated as equitable monthly instalments considering CAPEX Funding amortized for a period of 101 (One Hundred One) months at an interest rate of 13% (Thirteen Percent), as further depicted in amortization table below, commencing from RCD as per Lease Deed, totaling Rs. 25,60,738.88 per month (Rupees Twenty-Five Lacs Sixty Thousand Seven Hundred Thirty Eight and Paise Eighty Eight only).
3. It is agreed between the Parties that the Rent payable as per Clause 5 above is the total rent payable towards Premises and CAPEX Funding, and there shall be no separate payment or liability on Sub-Lessee towards CAPEX Funding except for Rent payable under this Sub-Lease Deed.
4. **CAPEX Funding payment to Sub-Lessee:** The Sub-Lessor shall pay the CAPEX Funding amount to the Sub-Lessee on or before completion of 4 months from RCD.
5. **Delay in payment of CAPEX Funding:** In the event of any delay in payment of CAPEX Funding by the Sub-Lessor, Sub-Lessor shall be liable to pay an interest of 13% per annum, starting from completion of 4 months from Rent Commencement Date, of the total CAPEX Funding to the Sub-Lessee until the CAPEX Funding is paid to the Sub-Lessee.
6. **Lock-in of Sub-Lessee:** The Sub-Lessee shall be lock-in for payment of the CAPEX EMI for the entire period of the Lease Term, subject to CAPEX Funding by the Sub-Lessor. If the Sub-Lessee terminates the Agreement prior to end of the Lease Term, the Sub-Lessee shall pay the Sub-Lessor an amount equivalent to Unamortized Principal as on the date of termination as per CAPEX Amortization Schedule below as lock-in penalty ("**CAPEX Lock-in Penalty**").
7. **Payment Mechanism:** The Sub-Lessee shall raise an invoice to the Sub-Lessor for CAPEX Funding inclusive of GST by Rent Commencement Date. The Sub-Lessor shall make the payment as per the timelines agreed above, subject to applicable taxes and deductions as per applicable law.
8. **Use of Sub-Lessee Improvement/Fit-outs:**
 - a. The Sub-Lessee shall be responsible for the insurance of the Sub-Lessee improvement at its own cost and shall be the sole beneficiary of any recovery of amounts from the said insurance, under any situation.
 - b. Notwithstanding anything in this Agreement, Sub-Lessee shall continue to have unhindered, unrestricted, 24x7 and 365 days a year, access to the use of Sub-Lessee Improvements as per their discretion and under no condition shall the Sub-Lessor restrict the use of Sub-Lessee Improvement by the Sub-Lessee.
 - c. The Sub-Lessee shall have the absolute rights to replace, modify, repair the Lessee Improvement at its own cost and discretion during the Lease Term.
 - d. Such changes/modifications in the Sub-Lessee Improvement shall not change the Rent payable by the Sub-Lessee and shall not change the CAPEX Amortization Schedule mentioned below.
 - e. The Sub-Lessor shall not be responsible for the quality and performance of Sub-Lessee Improvements in any manner whatsoever.

CAPEX Amortization Schedule

Month from LCD	Starting Balance	CAPEX EMI	Principal	Interest	Unamortized Principal
1	₹15,67,65,800.00	-	-	-	₹15,67,65,800.00
2	₹15,67,65,800.00	-	-	-	₹15,67,65,800.00
3	₹15,67,65,800.00	-	-	-	₹15,67,65,800.00

4	₹15,67,65,800.00	-	-	-	₹15,67,65,800.00
5	₹15,67,65,800.00	-	-	-	₹15,67,65,800.00
6	₹15,67,65,800.00	-	-	-	₹15,67,65,800.00
7	₹15,67,65,800.00	-	-	-	₹15,67,65,800.00
8	₹15,67,65,800.00	₹25,60,738.88	₹8,62,442.72	₹16,98,296.17	₹15,59,03,357.28
9	₹15,59,03,357.28	₹25,60,738.88	₹8,71,785.85	₹16,88,953.04	₹15,50,31,571.43
10	₹15,50,31,571.43	₹25,60,738.88	₹8,81,230.19	₹16,79,508.69	₹15,41,50,341.24
11	₹15,41,50,341.24	₹25,60,738.88	₹8,90,776.85	₹16,69,962.03	₹15,32,59,564.39
12	₹15,32,59,564.39	₹25,60,738.88	₹9,00,426.94	₹16,60,311.95	₹15,23,59,137.45
13	₹15,23,59,137.45	₹25,60,738.88	₹9,10,181.56	₹16,50,557.32	₹15,14,48,955.89
14	₹15,14,48,955.89	₹25,60,738.88	₹9,20,041.86	₹16,40,697.02	₹15,05,28,914.02
15	₹15,05,28,914.02	₹25,60,738.88	₹9,30,008.98	₹16,30,729.90	₹14,95,98,905.04
16	₹14,95,98,905.04	₹25,60,738.88	₹9,40,084.08	₹16,20,654.80	₹14,86,58,820.96
17	₹14,86,58,820.96	₹25,60,738.88	₹9,50,268.32	₹16,10,470.56	₹14,77,08,552.64
18	₹14,77,08,552.64	₹25,60,738.88	₹9,60,562.90	₹16,00,175.99	₹14,67,47,989.74
19	₹14,67,47,989.74	₹25,60,738.88	₹9,70,969.00	₹15,89,769.89	₹14,57,77,020.74
20	₹14,57,77,020.74	₹25,60,738.88	₹9,81,487.83	₹15,79,251.06	₹14,47,95,532.92
21	₹14,47,95,532.92	₹25,60,738.88	₹9,92,120.61	₹15,68,618.27	₹14,38,03,412.31
22	₹14,38,03,412.31	₹25,60,738.88	₹10,02,868.58	₹15,57,870.30	₹14,28,00,543.72
23	₹14,28,00,543.72	₹25,60,738.88	₹10,13,732.99	₹15,47,005.89	₹14,17,86,810.73
24	₹14,17,86,810.73	₹25,60,738.88	₹10,24,715.10	₹15,36,023.78	₹14,07,62,095.63
25	₹14,07,62,095.63	₹25,60,738.88	₹10,35,816.18	₹15,24,922.70	₹13,97,26,279.44
26	₹13,97,26,279.44	₹25,60,738.88	₹10,47,037.52	₹15,13,701.36	₹13,86,79,241.92
27	₹13,86,79,241.92	₹25,60,738.88	₹10,58,380.43	₹15,02,358.45	₹13,76,20,861.49
28	₹13,76,20,861.49	₹25,60,738.88	₹10,69,846.22	₹14,90,892.67	₹13,65,51,015.27
29	₹13,65,51,015.27	₹25,60,738.88	₹10,81,436.22	₹14,79,302.67	₹13,54,69,579.05
30	₹13,54,69,579.05	₹25,60,738.88	₹10,93,151.78	₹14,67,587.11	₹13,43,76,427.27
31	₹13,43,76,427.27	₹25,60,738.88	₹11,04,994.26	₹14,55,744.63	₹13,32,71,433.02
32	₹13,32,71,433.02	₹25,60,738.88	₹11,16,965.03	₹14,43,773.86	₹13,21,54,467.99
33	₹13,21,54,467.99	₹25,60,738.88	₹11,29,065.48	₹14,31,673.40	₹13,10,25,402.51
34	₹13,10,25,402.51	₹25,60,738.88	₹11,41,297.02	₹14,19,641.86	₹12,98,84,105.49
35	₹12,98,84,105.49	₹25,60,738.88	₹11,53,661.08	₹14,07,077.81	₹12,87,30,444.41
36	₹12,87,30,444.41	₹25,60,738.88	₹11,66,159.07	₹13,94,579.81	₹12,75,64,285.34
37	₹12,75,64,285.34	₹25,60,738.88	₹11,78,792.46	₹13,81,946.42	₹12,63,85,492.88
38	₹12,63,85,492.88	₹25,60,738.88	₹11,91,562.71	₹13,69,176.17	₹12,51,93,930.17
39	₹12,51,93,930.17	₹25,60,738.88	₹12,04,471.31	₹13,56,267.58	₹12,39,89,458.86
40	₹12,39,89,458.86	₹25,60,738.88	₹12,17,519.75	₹13,43,219.14	₹12,27,71,939.12
41	₹12,27,71,939.12	₹25,60,738.88	₹12,30,709.54	₹13,30,029.34	₹12,15,41,229.57
42	₹12,15,41,229.57	₹25,60,738.88	₹12,44,042.23	₹13,16,696.65	₹12,02,97,187.34
43	₹12,02,97,187.34	₹25,60,738.88	₹12,57,519.36	₹13,03,219.53	₹11,90,39,667.99
44	₹11,90,39,667.99	₹25,60,738.88	₹12,71,142.48	₹12,89,596.40	₹11,77,68,525.50
45	₹11,77,68,525.50	₹25,60,738.88	₹12,84,913.19	₹12,75,825.69	₹11,64,83,612.31
46	₹11,64,83,612.31	₹25,60,738.88	₹12,98,833.08	₹12,61,905.80	₹11,51,84,779.23
47	₹11,51,84,779.23	₹25,60,738.88	₹13,12,903.78	₹12,47,835.11	₹11,38,71,875.45
48	₹11,38,71,875.45	₹25,60,738.88	₹13,27,126.90	₹12,33,611.98	₹11,25,44,748.55
49	₹11,25,44,748.55	₹25,60,738.88	₹13,41,504.11	₹12,19,234.78	₹11,12,03,244.44
50	₹11,12,03,244.44	₹25,60,738.88	₹13,56,037.07	₹12,04,701.81	₹10,98,47,207.37
51	₹10,98,47,207.37	₹25,60,738.88	₹13,70,727.47	₹11,90,011.41	₹10,84,76,479.90
52	₹10,84,76,479.90	₹25,60,738.88	₹13,85,577.02	₹11,75,161.87	₹10,70,90,902.88
53	₹10,70,90,902.88	₹25,60,738.88	₹14,00,587.44	₹11,60,151.45	₹10,56,90,315.45
54	₹10,56,90,315.45	₹25,60,738.88	₹14,15,760.47	₹11,44,978.42	₹10,42,74,554.98
55	₹10,42,74,554.98	₹25,60,738.88	₹14,31,097.87	₹11,29,641.01	₹10,28,43,457.11
56	₹10,28,43,457.11	₹25,60,738.88	₹14,46,601.43	₹11,14,137.45	₹10,13,96,855.67
57	₹10,13,96,855.67	₹25,60,738.88	₹14,62,272.95	₹10,98,465.94	₹9,99,34,582.73
58	₹9,99,34,582.73	₹25,60,738.88	₹14,78,114.24	₹10,82,624.65	₹9,84,56,468.49
59	₹9,84,56,468.49	₹25,60,738.88	₹14,94,127.14	₹10,66,611.74	₹9,69,62,341.35
60	₹9,69,62,341.35	₹25,60,738.88	₹15,10,313.52	₹10,50,425.36	₹9,54,52,027.83
61	₹9,54,52,027.83	₹25,60,738.88	₹15,26,675.25	₹10,34,063.63	₹9,39,25,352.58
62	₹9,39,25,352.58	₹25,60,738.88	₹15,43,214.23	₹10,17,524.65	₹9,23,82,138.34
63	₹9,23,82,138.34	₹25,60,738.88	₹15,59,932.39	₹10,00,806.50	₹9,08,22,205.96
64	₹9,08,22,205.96	₹25,60,738.88	₹15,76,831.65	₹9,83,907.23	₹8,92,45,374.30
65	₹8,92,45,374.30	₹25,60,738.88	₹15,93,914.00	₹9,66,824.89	₹8,76,51,460.31
66	₹8,76,51,460.31	₹25,60,738.88	₹16,11,181.40	₹9,49,557.49	₹8,60,40,278.91
67	₹8,60,40,278.91	₹25,60,738.88	₹16,28,635.86	₹9,32,103.02	₹8,44,11,643.05
68	₹8,44,11,643.05	₹25,60,738.88	₹16,46,279.42	₹9,14,459.47	₹8,27,65,363.63
69	₹8,27,65,363.63	₹25,60,738.88	₹16,64,114.11	₹8,96,624.77	₹8,11,01,249.52

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70	₹8,11,01,249.52	₹25,60,738.88	₹16,82,142.01	₹8,78,596.87	₹7,94,19,107.50
71	₹7,94,19,107.50	₹25,60,738.88	₹17,00,365.22	₹8,60,373.66	₹7,77,18,742.28
72	₹7,77,18,742.28	₹25,60,738.88	₹17,18,785.84	₹8,41,953.04	₹7,59,99,956.44
73	₹7,59,99,956.44	₹25,60,738.88	₹17,37,406.02	₹8,23,332.86	₹7,42,62,550.42
74	₹7,42,62,550.42	₹25,60,738.88	₹17,56,227.92	₹8,04,510.96	₹7,25,06,322.50
75	₹7,25,06,322.50	₹25,60,738.88	₹17,75,253.72	₹7,85,485.16	₹7,07,31,068.77
76	₹7,07,31,068.77	₹25,60,738.88	₹17,94,485.64	₹7,66,253.25	₹6,89,36,583.13
77	₹6,89,36,583.13	₹25,60,738.88	₹18,13,925.90	₹7,46,812.98	₹6,71,22,657.23
78	₹6,71,22,657.23	₹25,60,738.88	₹18,33,576.76	₹7,27,162.12	₹6,52,89,080.47
79	₹6,52,89,080.47	₹25,60,738.88	₹18,53,440.51	₹7,07,298.37	₹6,34,35,639.95
80	₹6,34,35,639.95	₹25,60,738.88	₹18,73,519.45	₹6,87,219.43	₹6,15,62,120.50
81	₹6,15,62,120.50	₹25,60,738.88	₹18,93,815.91	₹6,66,922.97	₹5,96,68,304.59
82	₹5,96,68,304.59	₹25,60,738.88	₹19,14,332.25	₹6,46,406.63	₹5,77,53,972.34
83	₹5,77,53,972.34	₹25,60,738.88	₹19,35,070.85	₹6,25,668.03	₹5,58,18,901.49
84	₹5,58,18,901.49	₹25,60,738.88	₹19,56,034.12	₹6,04,704.77	₹5,38,62,867.37
85	₹5,38,62,867.37	₹25,60,738.88	₹19,77,224.49	₹5,83,514.40	₹5,18,85,642.88
86	₹5,18,85,642.88	₹25,60,738.88	₹19,98,644.42	₹5,62,094.46	₹4,98,86,998.46
87	₹4,98,86,998.46	₹25,60,738.88	₹20,20,296.40	₹5,40,442.48	₹4,78,66,702.06
88	₹4,78,66,702.06	₹25,60,738.88	₹20,42,182.95	₹5,18,555.94	₹4,58,24,519.11
89	₹4,58,24,519.11	₹25,60,738.88	₹20,64,306.59	₹4,96,432.29	₹4,37,60,212.52
90	₹4,37,60,212.52	₹25,60,738.88	₹20,86,669.92	₹4,74,068.97	₹4,16,73,542.60
91	₹4,16,73,542.60	₹25,60,738.88	₹21,09,275.51	₹4,51,463.38	₹3,95,64,267.10
92	₹3,95,64,267.10	₹25,60,738.88	₹21,32,125.99	₹4,28,612.89	₹3,74,32,141.11
93	₹3,74,32,141.11	₹25,60,738.88	₹21,55,224.02	₹4,05,514.86	₹3,52,76,917.08
94	₹3,52,76,917.08	₹25,60,738.88	₹21,78,572.28	₹3,82,166.60	₹3,30,98,344.80
95	₹3,30,98,344.80	₹25,60,738.88	₹22,02,173.48	₹3,58,565.40	₹3,08,96,171.32
96	₹3,08,96,171.32	₹25,60,738.88	₹22,26,030.36	₹3,34,708.52	₹2,86,70,140.96
97	₹2,86,70,140.96	₹25,60,738.88	₹22,50,145.69	₹3,10,593.19	₹2,64,19,995.27
98	₹2,64,19,995.27	₹25,60,738.88	₹22,74,522.27	₹2,86,216.62	₹2,41,45,473.00
99	₹2,41,45,473.00	₹25,60,738.88	₹22,99,162.93	₹2,61,575.96	₹2,18,46,310.07
100	₹2,18,46,310.07	₹25,60,738.88	₹23,24,070.53	₹2,36,668.36	₹1,95,22,239.54
101	₹1,95,22,239.54	₹25,60,738.88	₹23,49,247.96	₹2,11,490.93	₹1,71,72,991.59
102	₹1,71,72,991.59	₹25,60,738.88	₹23,74,698.14	₹1,86,040.74	₹1,47,98,293.45
103	₹1,47,98,293.45	₹25,60,738.88	₹24,00,424.04	₹1,60,314.85	₹1,23,97,869.41
104	₹1,23,97,869.41	₹25,60,738.88	₹24,26,428.63	₹1,34,310.25	₹99,71,440.77
105	₹99,71,440.77	₹25,60,738.88	₹24,52,714.94	₹1,08,023.94	₹75,18,725.83
106	₹75,18,725.83	₹25,60,738.88	₹24,79,286.02	₹81,452.86	₹50,39,439.81
107	₹50,39,439.81	₹25,60,738.88	₹25,06,144.95	₹54,593.93	₹25,33,294.86
108	₹25,33,294.86	₹25,60,738.88	₹25,33,294.86	₹27,444.03	(₹0.00)



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