INDENTURE of LEASE

THIS INDENTURE of lease is made at New Delhi this [Day, Month] of [Year],

BETWEEN

Small Industries Development Bank of India a Statutory Corporation established under Small Industries Development Bank of India Act 1989 an Act passed by Parliament for the Promotion, Financing and Development of the Micro, Small and Medium Enterprise (MSME) sector (hereinafter called "the Lessor", which expression shall, unless repugnant to the context and meaning include its heirs, successors, administrators and assigns) of the ONE PART

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Limited, a company incorporated under the Companies Act, (including any statutory modification or re-enactment thereof) and having its registered office at — OR ** M/s, a partnership firm duly
registered under the Indian Partnership Act, 1932 / a limited liability partnership firm
duly registered under the Limited Liability Partnership Act, 2008 and
having its office at through its partner(s) namely Shri
/Smt(having Permanent Account Number (PAN)
and Tax Deduction and Collection Account Number
) (TAN), authorized vide resolution / power of attorney / letter of authority dated of the OTHER PART (hereinafter referred to as 'THE LESSEE' which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the OTHER PART.

WHEREAS:

- 1.A THE LESSOR is inter alia owner of the space admeasuring ----- Sq. meter at $12^{\rm th}$ Floor at Atma Ram House at Plot No. 1 situate at Tolstoy Marg New Delhi 1100--
- 1.B THE LESSEE has approached THE LESSOR to take Demised Premises on Lease and THE LESSOR has agreed to grant Demised Premises on Lease to THE LESSEE.
- 1.C After due inspection and verification of the Demised Premises and also all approvals and sanctions documents relating to title, competency and all other relevant details, THE LESSEE is satisfied in all respects with regard to right, title, authority and competency of THE LESSOR to enter into this Lease Deed.
- 1.D THE LESSEE has represented to THE LESSOR that it shall carry out, implement and execute all interior fit-out works in Demised Premises in accordance with Laws; guideline(s) issued by THE LESSOR and / or nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies)/ third party service provider(s); and approval(s) granted by Governmental Authority from time to time for carrying out such interior fit-out works.
- 1.E THE LESSEE has further represented to THE LESSOR that it shall obtain / has obtained Governmental Approval which may be necessary for starting, operating and maintaining a co working space for MSME Sector in Demised Premises and that THE LESSEE shall be solely responsible and liable for all consequences including claims, damages, penalties, levies, fines, impositions etc. arising out of non-compliance thereof or for

any action by Governmental Authority.

- 1.F THE LESSEE has further represented to THE LESSOR that it shall be responsible for compliance of Laws and shall perform all of its obligations under this Lease Deed including obtaining and abiding by Governmental Approval required to be observed / performed by THE LESSEE under Laws and that THE LESSOR shall not be liable in any manner towards any claims, damages, penalties, levies, fines, impositions etc. or for any action by Governmental Authority or any other liability arising due to any non-compliance of Laws and non-fulfillment of any obligations by THE LESSEE and that THE LESSEE shall keep THE LESSOR indemnified on these accounts at all times.
- 1.G THE LESSEE has further represented to THE LESSOR that it shall always comply with Laws relating to fire and safety in Demised Premises and in Said Building to the extent applicable to THE LESSEE and that THE LESSEE shall be wholly responsible for any / all losses or damages to THE LESSOR and / or to other occupants of Said Building / Said Complex, to the extent applicable to THE LESSEE, due to violation of any fire and safety compliances by THE LESSEE and / or its employees, agents, vendors, visitors, service providers etc. THE LESSOR shall not be liable in any manner for any consequences including claims, damages, penalties, levies, fines, impositions etc. or for any action by Governmental Authority or any other liability arising due to any non-compliance of Laws and / or non- fulfillment of any obligations relating to fire and safety by THE LESSEE and that THE LESSEE shall keep THE LESSOR indemnified on this account at all times.
- 1.H Upon assurances and representations of THE LESSEE that it shall strictly abide by the covenants contained in this Lease Deed and has Governmental Approval for starting, operating and maintaining a co working space for MSME Sector in the Demised Premises, and that THE LESSEE shall be solely responsible and liable for all consequences including claims, damages, penalties, levies, fines, impositions etc. arising out of non-compliance thereof or for any action by Governmental Authority. THE LESSOR in good faith believing all representations of THE LESSEE to be true has agreed to give Demised Premises on Lease to THE LESSEE, on the terms and conditions contained herein.
- 2. THE LESSEE confirms that it is executing this Lease Deed with full knowledge of Laws in respect of the Demised Premises and hereby covenants with the lessor as follows:
 - 2.1 to develop, maintain & operate a Co-working space for the MSMEs and Start Ups in 12th Floor, Atma Ram House, 1- Tolstoy Marg, New Delhi under a Co-branding arrangement.
 - 2.2 The Co-working space shall be used by MSMEs and Start Ups for meeting their hourly, daily, weekly or monthly office requirements in the heart of business district in Delhi.
 - 2.3 The Co-Work space shall be co-branded as "SIDBI (Agency brand name)" or any other name carrying SIDBI brand.
 - 2.4 The lessee shall provide following Amenities:
 - i. Apart from providing space to work, the agency shall provide common/ basic support facilities/amenities like

- A) HOUSEKEEPING
- B) SMALL CANTEEN/REFRESHMENT AREA
- C) RECEPTION DESK
- D) SECURITY
- E) RESTROOMS
- F) WIFI
- G) MEETING ROOM
- H) VIDEO CONFERENCING
- I) POWER BACKUP
- J) FIRE SAFETY ETC. AND OTHER BASIS AMENITIES

In consideration of THE LESSEE having agreed to comply with the terms and conditions contained in this Lease Deed including to pay to THE LESSOR Monthly Rent and all other charges under this Lease Deed, THE LESSOR has agreed to enter into this Lease Deed with THE LESSEE.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION:

1(A) DEFINITIONS:

In this Lease Deed, unless the context otherwise requires, the following terms shall have the following meanings:

- i) "Demised Premises" shall mean premises in Said Building as more fully described and detailed Gross Leasable Area, as provided in Annexure C-I.
- ii) "DPI Rate" shall mean the rate of interest provided in Annexure C-I payable by THE LESSEE on all delayed payments / reimbursements.
- iii) "Due Date" shall mean 1st day of each calendar month or such other date as is mentioned in the invoice / demand notice.
- iv) "Façade Signage" shall mean such signage, as provided in Annexure C-I, indicating the name or logo of THE LESSEE.
- v) "Façade Signage Charges" shall mean the annual charges payable by THE LESSEE for putting up Façade Signage, as provided in Annexure C-I.
- vi) "Governmental Approval" shall mean any and all requisite authorizations, approvals, consents, licenses, sanctions, permissions, permits etc. from Governmental Authority.
- vii) "Governmental Authority" means any government, any state or political subdivision thereof, any statutory authority, any entity exercising executive, legislative, judicial, quasi-judicial, regulatory or administrative functions of or pertaining to governance or any government department, any government authority, agency, department, commission, board, municipal authority or instrumentality or

any political subdivision thereof; any court, tribunal or arbitrator(s) of competent jurisdiction or any other law / rule / regulation making entity, having jurisdiction over the Parties or the arrangement under this Lease Deed.

- viii) "Gross Leasable Area" shall have the meaning ascribed to the term in Annexure C-I.
- ix) "IFRMSD" shall mean the interest free refundable maintenance security deposit for the common area, as provided in Annexure C-I.
- x) "IFRSD" shall mean the interest free refundable security deposit, as provided in Annexure C-I.
- xi) "IFRUSD" shall have the meaning as provided in Annexure C-I.
- xii) "IPR" shall mean intellectual property rights collectively including all trade names, trademarks, service marks, brand names, logos, symbols, proprietary marks, etc.
- xiii) "Laws" shall mean any and all applicable laws, central laws, state laws or local laws, including any amendment or re-enactment thereof; by-laws including building by-laws and rules; central, state & local fire prevention and fire safety laws; rules; regulations; orders; ordinances; protocols; codes including National Building Code; specifications including Bureau of Indian Standards Specifications, standards, guidelines, policies, notices, directions; judgments, decrees, orders; directives of Governmental Authority or person acting under the authority of Governmental Authority, whether in effect at the time of entering into the arrangement under this Lease Deed or thereafter.
- xiv) "Lease" shall mean the lease in respect of Demised Premises for Lease Term in accordance with the terms and conditions contained herein.
- xv) "Lease Commencement Date" shall mean the date of commencement of Lease Term, as provided in Annexure C-I.
- xvi) "Lease Deed" shall mean this lease deed executed between THE LESSOR and THE LESSEE and shall include all the annexures thereto and any and all amendments / modifications made to this lease deed from time to time.
- xvii) "Lease Renewal Term" shall mean such further term(s) from the expiry of Lease Term as provided in Annexure C-I.
- xviii) "Lease Term" shall mean such period from Lease Commencement Date as provided in Annexure C-I.
- xix)"LOI" shall mean the letter of intent executed in respect of leasing of Demised Premises, as provided in Annexure C-I.
- xx) "Maintenance Charges" shall mean the monthly charges towards the maintenance services, as provided in Annexure C-I.
- xxi) "Monthly Rent" shall mean the monthly rent payable in respect of

Demised Premises, as provided in Annexure C-I.

- xxii) "Notice Period" shall mean notice period as provided in Annexure C-I.
- xxiii) "Other Miscellaneous Charges" shall mean the charges as applicable and as provided in Annexure C-I.
- xxiv) "Power Load" shall mean the power load as provided in Annexure C-I.
- xxv) Said Building shall collectively mean the proportionate area owned by lessor in the property.
- xxvi) "Rent Commencement Date" shall mean the date for commencement of payment of Monthly Rent, as provided in Annexure C-I.
- xxvii) "Security Deposits" shall collectively mean IFRSD, IFRMSD and IFRUSD.
- xxviii) "Taxes for Demised Premises" shall mean collectively any and all taxes, duties, charges, cesses, levies etc. on Property as may be levied prospectively and / or retrospectively by Governmental Authority calculated prorata of Gross Leasable Area of Demised Premises to the gross leasable area of Property as well as payable / reimbursablein respect of the car parking spaces.
- xxix) "TDS" shall mean the tax deducted at source at the applicable rates as per the Income Tax Act, 1961 and the rules framed thereunder or any other tax of similar nature, including withholding tax, under any other statute, as may be applicable to the sums payable by THE LESSEE to THE LESSOR from time to time in terms of this Lease Deed.
- xxx) "Use and Occupation Charges" shall mean the amount payable on a daily basis for each day of occupation beyond termination / expiry of this Lease Deed, as provided in Annexure C-I.

1. (B) INTERPRETATION:

In the interpretation of this Lease Deed including the recitals and annexures, unless the context or subject matter otherwise requires:

- 1(B) i. the singular includes the plural and vice versa and in particular (but without limiting the generality of the foregoing) any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa;
- 1(B) ii a reference to any gender includes the other gender;
- 1(B) iii a reference to any agreement, deed or other instrument (including, without limitation, references to this Lease Deed) includes the same as varied, amended, supplemented, restated, novated, renewed, extended or replaced from time to time;
- 1(B) iv a reference to any statutory provision or to any statute or Laws includes any modification, amendment or re-enactment of any statutory provision, statute or Laws and / or all statutory instruments or notifications issued under such statutory provision, statute or Laws;

- $1(B) \ v$ where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning; and
- 1(B) vi a reference to a clause or annexure is a reference to the relevant clause of or annexure to this Lease Deed.
- 1.(C) In this Lease Deed, headings are for the convenience of reference only and shall not affect the interpretation of clauses in this Lease Deed or its annexures.

2. <u>DEMISED PREMISES:</u>

THE LESSOR hereby agrees to grant Demised Premises on Lease to THE LESSEE and THE LESSEE agrees to take Demised Premises on Lease from THE LESSOR for Lease Term.

During Lease Term, THE LESSEE shall have the right to use the common areas, facilities and amenities along with other occupants in Said Building as per terms and conditions of this Lease Deed.

THE LESSEE agrees and undertakes that it shall only conduct the business from Demised Premises which is in accordance with Laws and the license(s) by Governmental Authority in respect of Said Plot.

3. <u>LEASE TERM:</u>

Unless earlier terminated in accordance with the terms of this Lease Deed, Lease shall be valid for Lease Term five years.

4. MONTHLY RENT:

- 4.1 From Rent Commencement Date, THE LESSEE shall pay Monthly Rent to THE LESSOR or its nominee(s) / assign(s) by cheque / bank draft / wire transfer [in accordance with the electronic clearance system (ECS) form annexed as Annexure C-III of this Lease Deed].
- 4.2 Monthly Rent shall be payable in advance for each calendar month and shall be paid by Due Date.
- 4.3 All taxes / duties / charges / cesses / levies etc. as applicable from time to time, on Monthly Rent including but not limited to service tax, goods and services tax (GST)) (as & when applicable) shall be payable by THE LESSEE in addition to Monthly Rent.
- 4.4 Payment of Monthly Rent is subject to deduction of TDS, provided that THE LESSEE shall provide the relevant certificate of TDS to THE LESSOR in accordance with the provisions of the Income Tax Act, 1961 and the rules framed thereunder. If THE LESSEE does not deposit TDS to Governmental Authority on time or fails to provide TDS certificate on time and THE LESSOR has to pay such amount to Governmental Authority, then THE LESSOR shall be entitled to collect / adjust the amount deducted as TDS, from THE LESSEE along with the interest and penalties etc. payable to Governmental Authority. In addition, THE LESSEE shall also be liable to pay the interest at DPI Rate on such payments made by THE LESSOR to Governmental Authority from such date of payment till its realization from THE LESSEE. In such an event, THE LESSEE

shall alone be liable for all actions and liabilities under the Income Tax Act, 1961 and the rules framed thereunder. THE LESSEE shall keep THE LESSOR indemnified in all respects against all consequences including claims, damages, penalties, levies, fines, impositions etc. or for any action by Governmental Authority.

4.5 Notwithstanding other rights of THE LESSOR, all delayed payments under this Lease Deed shall carry an interest, at DPI Rate, from Due Date till the date the payments are realized by THE LESSOR.

5. SECURITY DEPOSITS:

- 5.1 Interest Free Refundable Security Deposit (IFRSD):
 - 5.1.1 During Lease Term and Lease Renewal Term, if any, THE LESSEE shall pay and always maintain with THE LESSOR, IFRSD as per details given in Annexure C-I
 - 5.1.2 The aforesaid IFRSD shall automatically stand proportionately increased and payable upon escalation in Monthly Rent, as provided in Annexure C-I and shall be paid by THE LESSEE to THE LESSOR on or before such escalation.
 - 5.2 Interest Free Refundable Maintenance Security Deposit (IFRMSD):

During Lease Term and Lease Renewal Term, if any, THE LESSEE shall pay and always maintain with THE LESSOR or its nominee(s) / assign(s), IFRMSD as per details given in Annexure C-I.

5.3 Interest Free Refundable Utilities Security Deposit (IFRUSD):

During Lease Term and Lease Renewal Term, if any, THE LESSEE shall pay and always maintain with THE LESSOR or its nominee(s) / assign(s), the interest free refundable utilities security deposit including the amount towards power / additional power load and towards meters installed for recording the consumption of power, power back up and air handling unit ("AHU") electrical usage as per details given in Annexure C-I ("IFRUSD").

5.4 Refund of Security Deposits:

Security Deposits shall be the amounts kept with THE LESSOR or its nominee(s) / assign(s) to secure the due performance of obligations including payments of all dues by THE LESSEE under this Lease Deed. THE LESSOR shall be entitled, at any time, to utilize and make deduction(s) from Security Deposits of amount(s), which in the opinion of THE LESSOR, is / are equivalent to the outstanding dues of THE LESSEE in accordance with the terms of this Lease Deed or for making good any loss or damage caused or permitted to be caused to THE LESSOR or Demised Premises by THE LESSEE. THE LESSEE shall be required to forthwith replenish Security Deposits to the full amount upon any deduction(s) made by THE LESSOR under any provision of this Lease Deed.

THE LESSOR shall provide to THE LESSEE the statement of the outstanding dues payable by THE LESSEE, if any, and other estimated charges payable under this Lease Deed, supported with relevant documents, five (05) days prior

to the expiry of Lease Term / Lease Renewal Term, if any, and THE LESSEE undertakes to pay the aforesaid amounts not later than the date of expiry / earlier termination of this Lease Deed and provide TDS certificates within the requisite time period as provided under the Income Tax Act, 1961 and the rules framed thereunder.

Upon expiry / earlier termination of this Lease Deed and upon THE LESSEE surrendering peaceful, vacant and physical possession of Demised Premises in as good condition as it was in at the time when THE LESSEE was handed over Demised Premises for interior fit- out works (reasonable wear and tear excepted), subject to THE LESSEE making payment of any and all outstanding dues, penalties, claims for damages (if any) under this Lease Deed or Lease Renewal Term, if any, separately to THE LESSOR, THE LESSOR or its nominee(s) / assign(s) shall refund Security Deposits as mentioned above to THE LESSEE, without any interest thereon.

However, such refund shall be subject to adjustment or deduction of dues with respect to TDS (if any) and outstanding dues, penalties, claims for damages (if any) under this Lease Deed if the same are not paid by THE LESSEE.

6. <u>TAXES FOR DEMISED PREMISES</u>:

- 6.1 In addition to the payments mentioned elsewhere in this Lease Deed, Taxes for Demised Premises are payable / reimbursable by THE LESSEE on demand by THE LESSOR.
- 6.2 Taxes for Demised Premises as presently levied and all increases and / or fresh impositions thereof as levied both prospectively and retrospectively shall be payable / reimbursable by THE LESSEE from Lease Commencement Date till Demised Premises are occupied by THE LESSEE or Notice Period or Lockin period, whichever is later, as applicable.
- 6.3 Taxes for Demised Premises shall be paid / reimbursed by THE LESSEE to THE LESSOR, within seven (7) days of the date of invoice / demand raised/ made by THE LESSOR, giving details thereof.
- 6.4 Any penalties / interest arising due to delayed payments by THE LESSEE shall be solely to THE LESSEE's account. Similarly, any penalties arising due to delayed payments by THE LESSOR shall be solely to THE LESSOR's account.

7. <u>MAINTENANCE SERVICES/MAINTENANCE CHARGES:</u>

- 7.1 THE LESSEE acknowledges and agrees that the maintenance service(s) for the Said Building, as set out in Annexure T–IV to this Lease Deed, are specialized services and the nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies)/ third party service provider(s) engaged by THE LESSOR for providing such specialized service(s) is having the requisite infrastructure and expertise for the same. THE LESSEE further understands that such nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies)/ third party service provider(s), engaged by THE LESSOR, shall be responsible and accountable for provision of the maintenance service(s). Maintenance Charges for the maintenance services shall be calculated prorata of Gross Leasable Area of Demised Premises to the gross leasable area of Property.
- 7.2 Maintenance Charges shall be payable from Lease Commencement Date

for each calendar month as per the terms and conditions of this Lease Deed and shall be paid by Due Date. The estimated Maintenance Charges shall be intimated to THE LESSEE in the beginning of each financial year and paid to THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s), in advance for each month, as per the bill(s) / invoice(s) raised by THE LESSOR or nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s).

- 7.3 Payment of Maintenance Charges is subject to deduction of TDS, provided that THE LESSEE shall provide the relevant certificate of TDS to THE LESSOR, in accordance with the provisions of the Income Tax Act, 1961 and the rules framed thereunder. If THE LESSEE does not deposit TDS to Governmental Authority on time or fails to provide TDS certificate on time and THE LESSOR has to pay such amount to Governmental Authority, then THE LESSOR shall be entitled to collect / adjust the amount deducted as TDS, from THE LESSEE along with the interest and penalties etc. payable to Governmental Authority. In addition THE LESSEE shall also be liable to pay the interest at DPI Rate on such payments made by THE LESSOR to Governmental Authority from such date of payment till its realization from THE LESSEE. In such an event, THE LESSEE shall alone be liable for all action and liabilities under the Income Tax Act, 1961 and the rules framed thereunder. THE LESSEE shall keep THE LESSOR indemnified in all respects against all consequences including claims, damages, penalties, levies, fines, impositions etc. or for any action by Governmental Authority.
- 7.4 All taxes / duties / charges / cesses / levies etc. as applicable from time to time on Maintenance Charges including but not limited to service tax, goods and service tax (GST) (as & when applicable) shall be payable by THE LESSEE in addition to Maintenance Charges.
- 7.5 Maintenance Charges as specified in this Lease Deed are subject to increase / decrease of prices of diesel, gas, petroleum products and other consumables, electricity rates, taxes, wages and salaries, cost of annual maintenance contracts of lifts, DGs, HVAC supplies, transformers, panels etc. during Lease Term and Lease Renewal Term, if any, and any increase / decrease in estimated Maintenance Charges shall be intimated to THE LESSEE by THE LESSOR, as and when applicable.
- 7.6 After completion of a financial year (i.e. from 1st April of a calendar year to 31st March of the next calendar year), THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies)/ third party service provider(s) will provide THE LESSEE, within a reasonable time period, a certificate of charges / expenses / expenditure towards Maintenance Charges incurred during such financial year from a third party auditor appointed by THE LESSOR.

Any under-recovery by THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) shall become payable by THE LESSEE to THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) and any over- recovery by THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) shall become refundable by THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) to THE LESSEE. Any under-recovery by THE LESSOR shall be recovered by raising the invoice / demand in this regard. Any refund to THE LESSEE on account of over-recovery shall be refunded / adjusted within thirty (30) days of providing such third party auditor certificate and issuance of credit / debit note (as applicable).

8. <u>CAR PARKING SPACES:</u>

8.1 No Car parking spaces will be provided.

<u>ELECTRICITY / WATER / POWER AND POWER BACK-UP CHARGES / OTHER</u> MISCELLANEOUS CHARGES:

- 8.2 THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) shall, subject to the payment of the applicable charges as specified and non-occurrence of any force majeure event, supply and maintain regular supply of electricity, water, power and power back-up to Demised Premises.
- 8.3 The electricity, power and power back-up for Demised Premises will be provided by grid / utility companies / other power providers / other power sources, including but not limited to generator sets, the charges of which will be as per Annexure C-I.
- 8.4 The charges for consumption of water in the Demised Premises shall be payable by THE LESSEE as per Annexure C-I.
- 8.5 Separate meters, wherever applicable, may be installed by THE LESSOR for recording the consumption of power, power back up and air handling unit ("AHU") electrical usage, in Demised Premises. The cost for such meters, as provided in Annexure C-I, if applicable, shall be payable by THE LESSEE as a onetime non-refundable cost. Alternatively, the monthly meter hire charges, wherever applicable, as provided in Annexure C-I shall be payable by THE LESSEE additionally.
- 8.6 The bills for such charges shall be raised by THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) as per the meter reading and shall be payable by THE LESSEE by Due Date.
- 8.7 Any additional power load required by THE LESSEE shall be provided subject to availability and on payment as detailed in Annexure C-I. Any cost towards additional infrastructure required for supply of additional power load shall be borne by THE LESSEE at cost + 20% basis.
- 8.8 The Other Miscellaneous Charges, as applicable, shall be payable by THE LESSEE to THE LESSOR by Due Date as and when demanded by THE LESSOR.
- 8.9 THE LESSEE shall make the payment of such charges / deposit as may be demanded by the grid / utility companies / other power providers / other power suppliers from time to time and these shall be additionally payable by THE LESSEE on the basis of proportionate electricity load provided to Demised Premises.

9. ELECTRICITY / POWER LOAD:

9.1 THE LESSEE shall plan and distribute its electricity / power load in Demised Premises in conformity with the electrical systems / power systems installed by THE LESSOR, as per comments given by THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) on drawings / documents of THE LESSEE's interior fit -out works.

9.2 Any modifications, additions, alterations in electrical systems / power systems / other systems already installed in Demised Premises / Said Building, if required and feasible as assessed by THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) in line with the base building design, will be done by THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) and payable by THE LESSEE calculated at 1.2 times of actual costs / expenses incurred by THE LESSOR. Such costs / expenses shall be payable / reimbursable by THE LESSEE to THE LESSOR by Due Date as and when demanded by THE LESSOR.

10. SIGNAGES:

10.1 Façade Signage:

Subject to availability and subject to THE LESSEE seeking prior written permission, THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) may allow THE LESSEE to put Façade Signage at such location / space which may be earmarked for the purpose. The size, specification, location, aesthetics etc. of Façade Signage shall be approved by THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) before its installation.

10.2 Façade Signage Charges shall be payable by THE LESSEE to THE LESSOR or its nominee(s)

/ assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) in advance from Lease Commencement Date or from the date Façade Signage is taken by THE LESSEE, whichever is later.

- (a) There shall be no refund / adjustment of such Façade Signage Charges on expiry of Lease and / or any earlier termination thereof and / or surrender of Façade Signage during Lease Term and / or Lease Renewal Term, if any.
- (b) Façade Signage Charges shall escalate together with and as per escalation in Monthly Rent as provided in Annexure C-I.

10.3 Other signage(s):

Subject to availability and subject to THE LESSEE seeking prior written permission, THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) may allow THE LESSEE to put directional signage / name / logo at such location / space which may be earmarked for the purpose. The size, specification, location, aesthetics etc. of the directional signage / name / logo shall be approved by THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) before its installation.

10.4 THE LESSEE agrees and authorizes THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) to display the trademark / tradename / design / logo / signage of THE LESSEE at any place for promotional activities, promotional material, building directory / occupant's directory / complex directory etc. through electronic / non-electronic media.

- 11. Display of multimedia / visual format:
- 11.1 THE LESSEE acknowledges and agrees that THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) have the right to install posters, banners, contra-visions and other displays of any multimedia / visual format in the common areas and basements including but not limited to lift lobbies, atrium(s), lifts, outer glass façade, curtain walls, external walls, terraces etc. of Said Building / Said Complex and that THE LESSEE has no right to object to any such installation by THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s).
- 11.2 All taxes including but not limited to service tax, municipal taxes, duties, rates, cesses, costs, penalties and charges relating to Façade Signage and other signage(s), payable to Governmental Authority from time to time, shall be borne by THE LESSEE alone and paid directly to Governmental Authority and shall be in addition to Façade Signage Charges payable by THE LESSEE to THE LESSOR.
- 11.3 Display of Façade Signage(s) / other signage(s) by THE LESSEE shall be subject to Laws and THE LESSEE shall before installing Façade Signage(s) / other signage(s), obtain Governmental Approval, and provide a copy of the same to THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s). Such permission shall always be kept valid and subsisting till the time such Façade Signage(s) / other signage(s) is displayed by THE LESSEE.
- 11.4 The permission of THE LESSOR shall in no event be construed to be waiver of the obligation of THE LESSEE to obtain Governmental Approval for installation and display of Façade Signage(s) / other signage(s).
- 11.5 THE LESSEE shall take all requisite steps and precautions during the installation, maintenance and display of Façade Signage(s) / other signage(s) and shall be solely responsible for all compliances under Laws. THE LESSEE shall keep THE LESSOR indemnified in all respects against any losses, damages, costs, claims, etc in this regard.

12. <u>COMMON AREAS AND FACILITIES:</u>

- 12.1 THE LESSEE is entitled to use the common areas and facilities within Said Building as available except the Car Parking Space, subject to timely payment of Maintenance Charges payable under this Lease Deed.
- 12.2 In the event of failure of timely payment of Monthly Rent, Maintenance Charges, Car Parking Charges and other charges as mentioned in this Lease Deed, THE LESSEE shall not have the right to use or demand use of aforesaid facilities.
- 12.3 THE LESSEE shall use the common areas and facilities including fire exits, basements etc. of Said Building in accordance with Laws and shall not use the same for any other purpose including storage or create any obstructions / hindrance in the same.
- 12.4 THE LESSEE acknowledges that it does not have the ownership rights, title, interest or claim whatsoever in common areas and facilities within Said Building / Said Complex and shall have the right to use the aforesaid only as provided in this Lease Deed.

13. <u>ELECTRICAL SERVICES:</u>

- 13.1 THE LESSOR has provided electrical wiring only up to the tap-off box on the floor on which Demised Premises are located and shall not provide any electrical wiring, fixtures, fans etc. inside Demised Premises.
- 13.2 The electrical wiring and internal distribution system, from the tap-off box on the floor on which Demised Premises are located, including all fixtures, installations etc. in Demised Premises shall be the sole responsibility of THE LESSEE at its own cost and THE LESSEE shall be responsible for such works to be in conformity with Laws and THE LESSOR shall not be liable for the same.

14. <u>LIFT SERVICES:</u>

- 14.1 The lift services (except due to reason of mechanical defect or electrical failure or maintenance purposes or safety issues or force majeure) is available in Said Building during normal business hours.
- 14.2 In the event THE LESSEE requires lift services beyond the normal business hours, THE LESSEE shall inform LESSOR to seek the prior written approval of THE SOCIETY or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies)/third party service provider(s) in respect thereof and upon payment of Extra Hour Charges as desired by them.. The aforesaid arrangementshall be subject to Building Guidelines and such restrictions as may be imposed by Governmental Authority and / or as per Laws.

15. HANDING OVER OF DEMISED PREMISES:

- 15.1 THE LESSEE confirms that further to its taking possession of Demised Premises, it shall not require THE LESSOR to undertake any repairs, renovations, improvisations, installations, etc. whatsoever (except structural repairs, if any) concerning Demised Premises, Said Building, Said Complex and Said Plot.
- 15.2 THE LESSEE hereby confirms and undertakes that it shall carry out, implement and execute all interior fit-out works in Demised Premises in accordance with Laws; guideline(s) issued by THE LESSOR; and approval(s) granted by Governmental Authority from time to time for carrying out such interior fit-out works. A certificate from a reputed consultant to that effect shall be provided by THE LESSEE to THE LESSOR before starting the interior fit-out works. After completion of the interior fit-out works, THE LESSEE shall provide to THE LESSOR certificate from a reputed consultant certifying that the interior fit-out works have been done in accordance with Laws; that all safety measures have been taken care of including connection / integration of fire panel with THE LESSOR's fire panel; and that there is no fire and safety risk to Demised Premises / Said Building.
- 15.3 During the interior fit-out works, THE LESSEE shall take all precautions and cover all risks and in the event of any accident or mishap in Demised Premises / Said Building due to any reason attributable to THE LESSEE, THE LESSEE shall keep THE LESSOR indemnified in all respects against any loss, damage, costs, claims, etc. THE LESSEE shall carry out the interior fit-out works at its own risk and cost.

- 15.4 For any interior fit-out works including any additions / modifications / alterations in Demised Premises, THE LESSEE shall carry out such works in accordance with Laws and without altering / tampering with the fire fighting and fire detection systems as installed therein. Further any additions / modifications / alterations to the existing fire fighting and fire detection system shall be done by THE LESSEE as per Laws and only after obtaining prior written approval from THE LESSOR. THE LESSEE shall provide alternate and stand-by fire fighting systems during all such works in Demised Premises.
- 15.5 THE LESSEE shall not carry out any work involving structural alterations / cutting / chopping / digging / hacking / dismantling in any manner or form / destroying the floors or walls of Demised Premises or Said Building.
- 15.6 THE LESSEE shall be directly liable for any legal or financial consequences arising out of such interior fit-out works including liability towards any third party and all damages to Demised Premises / Said Building or loss of life arising out of such interior fit-out works including any additions / modifications / alterations shall be the sole responsibility of THE LESSEE.
- 15.7 THE LESSEE's responsibilities during interior fit-out works as stated above are more detailed in Annexure T-VII to this Lease Deed.
- 15.8 THE LESSEE shall at the time of vacating and handing over Demised Premises to THE LESSOR LEAVE such fixtures, fittings, additions and partitions as it is so as to avoid any damage to the premises. <u>Premises may please check up.</u>
 - 16. PERMISSION TO CARRY OUT PARTITIONS / ADDITIONS / MODIFICATIONS/ ALTERATIONS:
 - During Lease Term or Lease Renewal Term, if any, THE LESSOR shall allow THE LESSEE to carry out erection of partitions / additions / modifications / alterations in Demised Premises, which are not visible from outside, as may be necessary for the business of THE LESSEE and which are as per Laws. THE LESSEE agrees and acknowledges that no structural additions / modifications / alterations of any nature whatsoever shall be carried out in Demised Premises and erection of internal partitions / internal alterations / additions in Demised Premises shall be in accordance with Laws and Governmental Approval.
- 16.2 THE LESSEE shall with prior written permission of THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) and with prior written intimation of seven (07) days, commence such erection of partitions / alterations / modifications / additions in Demised Premises. Such permission by THE LESSOR to THE LESSEE shall neither certify that THE LESSEE has complied with Laws nor transfer any liability and / or responsibility of THE LESSEE to THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s). Any permission of THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s), in this regard shall in no event be construed to be waiver of the obligation of THE LESSEE to obtain Governmental Approval.
- 16.3 THE LESSEE shall not commence or carry out such erection of partitions / alterations / modifications / additions without obtaining prior Governmental Approval or complying with Laws as applicable.

- 16.4 THE LESSEE hereby confirms and undertakes that it shall carry out, implement and execute all interior fit-out works in Demised Premises in accordance with Laws; guideline(s) issued by THE LESSOR; and approval(s) granted by Governmental Authority from time to time for carrying out such interior fit-out works. A certificate from a reputed consultant to that effect shall be provided by THE LESSEE to THE LESSOR before starting the interior fit-out works. After completion of the interior fit-out works, THE LESSEE shall provide to THE LESSOR a certificate from a reputed consultant certifying that the interior fit-out works have been done in accordance with Laws; that all safety measures have been taken care of including connection / integration of fire panel with THE LESSOR's fire panel; and that there is no fire and safety risk to Demised Premises / Said Building.
- 16.5 THE LESSEE shall upon vacating and handing over Demised Premises to THE LESSOR remove such fixtures, fittings, additions and partitions and restore Demised Premises in as good condition as it was in at the time when THE LESSEE was handed over Demised Premises for interior fit—out works, reasonable wear and tear excepted. In the event of failure of THE LESSEE to do the above, THE LESSOR shall remove the same at the cost and risk of THE LESSEE.

17. MAINTENANCE & MINOR REPAIRS:

THE LESSEE shall carry out regular maintenance and properly attend to minor repairs in Demised Premises at its own cost.

18. <u>STRUCTURAL REPAIRS:</u>

- 18.1 THE LESSEE shall not be entitled to carry out any structural changes / additions / alterations etc. in Demised Premises/ Said Building
- 18.2 THE LESSEE agrees and confirms that THE LESSOR/ Society of the Owners shall have the sole and absolute right to make modifications, alterations, additions, as may be permitted by Governmental Authority and they will be entitled to deal with in any manner it chooses without any interference or objection on the part of THE LESSEE by itself or with one or more of the occupants of Said Building.
- 18.3 THE LESSEE is aware and has specifically agreed and understood that the construction / development of additional structures or other additions / alterations by THE LESSOR may cause inconvenience in a de minimis way and it has no objection to the same.

19. SAFETY:

- 19.1 THE LESSEE understands, acknowledges and agrees that safety / security / fire safety of all occupants of Said Building and Demised Premises itself are of paramount importance and THE LESSEE will perform all acts and deeds necessary for complying with all safety requirements including the following:
- 19.1 Fire fighting and fire detection system(s):

The fire fighting and fire detection system(s), which is provided by THE LESSOR/ Society of the Owners in accordance and compliance with Laws / Governmental Approval, is limited to installation of sprinklers and fire detection system(s) in the basement(s), common areas of Said Building / Said Complex such as lobbies, staircases, corridors, service shaft etc.; fire fighting and sprinkler services on each floor; and one layer of upright sprinkler and smoke detector in Demised Premises. THE LESSEE shall not obstruct any of these sprinklers, fire fighting and fire detection system(s). In addition THE LESSEE shall provide additional layer of sprinklers and smoke detectors in Demised Premises in all cases where false ceilings are provided by THE LESSEE within Demised Premises which shall be shown in the drawing(s) / document(s) of THE LESSEE's interior fit-out works.

- 19.2 Any kind of hazard including fire, electrical or otherwise from Demised Premises due to inadequate fire fighting system installed by THE LESSEE or faulty installation of air- conditioning, electrical systems and other equipment shall be the sole responsibility of THE LESSEE. THE LESSOR shall not be liable for any legal or financial consequences arising therefrom and THE LESSEE agrees to keep THE LESSOR indemnified and harmless in this regard at all times.
- 19.3 THE LESSEE shall allow third party fire / safety experts being appointed by THE LESSOR/ the Society of Owners or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) for fire / safety audit to conduct the fire / safety audit at all times at THE LESSOR's cost. However, THE LESSOR shall not be liable for any consequences arising therefrom and such audit shall not transfer any liability upon THE LESSOR because of contravention of safety norms / Laws by THE LESSEE.
- 19.4 THE LESSEE shall take all steps including nominating a person / official of THE LESSEE to work as a safety co-ordinator to ensure that all safety related activities within Demised Premises are performed. THE LESSEE shall have the audit of their entire electrical systems, fire fighting systems and HVAC systems done on a half-yearly basis by a reputed consultant and submit a certificate to THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) certifying that all THE LESSEE's installations are in good and safe working condition and do not have any possibility of short circuit and / or becoming a fire source.
- 19.5 If Demised Premises is closed / shut by THE LESSEE during business hours and there is apprehension or threat to the safety and security of Demised Premises / Said Building or other occupants of Said Building, then THE LESSEE authorizes THE LESSOR to enter Demised Premises and take possession thereof. In such an event Lease shall stand terminated forthwith and THE LESSEE shall not have any right, interest or claim over Demised Premises. Any such action by THE LESSOR shall be without any prejudice to THE LESSOR's right to claim its dues or avail other remedies available to THE LESSOR. However, during the period Demised Premises remains closed / shut, THE LESSEE shall not be absolved of its responsibilities to ensure that there is no risk to the safety and security of Demised Premises, Said Building / Said Complex or other occupants / visitors of Said Building / Said Complex.
- 19.6 <u>Additional fire fighting system(s)</u>: For any additional fire safety measures required due to Laws, THE LESSOR shall undertake the same and THE LESSEE shall reimburse to THE LESSOR the cost thereof, calculated at actual cost plus 20% basis, proportionate of Gross Leasable Area of Demised Premises to the gross leasable area of Property.
 - 19.7 For any additional fire safety measures required by THE LESSEE in Demised Premises, the same may be undertaken by THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) and payable by THE LESSEE calculated at 1.2 times of actual costs / expenses incurred by THE LESSOR. Such costs / expenses shall be payable / reimbursable by THE LESSEE to THE LESSOR by Due Date as and when demanded by THE LESSOR. Alternatively, THE LESSEE may undertake the same at its own cost, however, subject to THE LESSOR's prior written approval on the same.

- 19.8 In case THE LESSOR suggests any additional fire fighting or fire detection system(s) to THE LESSEE which may or may not be required by Laws, for installation by THE LESSEE within Demised Premises and THE LESSEE fails to implement THE LESSOR's suggestion either fully or in part, then THE LESSEE alone shall be liable and responsible for all consequences arising from such inaction / decision on its part.
- 19.9 All cost for such installation(s) of any additional fire fighting system(s) are non-refundable and shall be borne by THE LESSEE alone.
- 19.10 THE LESSEE shall always comply with Laws relating to fire and safety in Demised Premises and in Said Building / Said Complex to the extent applicable to THE LESSEE. THE LESSEE shall be wholly responsible for any / all losses or damages to THE LESSOR and / or to the other occupants of Said Building / Said Complex, to the extent applicable to THE LESSEE, due to violation of any fire and safety compliances by THE LESSEE or its employees, agents, vendors, visitors, service providers etc. THE LESSOR shall not be liable in any manner for any consequences including claims, damages, penalties, levies, fines, impositions etc or for any action by Governmental Authority or any other liability arising due to any non-compliance of Laws and / or non-fulfillment of any obligations relating to fire and safety by THE LESSEE and that THE LESSEE shall keep THE LESSOR indemnified on this account at all times.
- 19.11 THE LESSEE shall be responsible for safety / security of its employees, agents, vendors, visitors, service providers etc. in Demised Premises and shall be responsible for taking steps in this regard including providing medical attention, if required.

20 USAGE OF DEMISED PREMISES BY THE LESSEE:

- 20.1 THE LESSEE is entitled to develop, operate and maintain only co working space for MSME Sector from Demised Premises in accordance with Laws and the license(s) in respect of said building. THE LESSEE agrees and undertakes that it shall not use Demised Premises for purposes other than as mentioned hereinbefore.
- 20.2 THE LESSEE shall not carry out or permit to be carried out in Demised Premises or any part thereof any activities which shall be or are likely to be unlawful, obnoxious or creating nuisance, annoyance or disturbance to other lessees / tenants / occupants of Said Building / Said Complex. THE LESSEE shall not bring in or store in Demised Premises or part or portion thereof any goods, hazardous or combustible or heavy in nature, that may imperil the safety of Demised Premises and Said Building / Said Complex and / or any part thereof or affect the construction or the structure or common use of Said Building / Said Complex or any part thereof.
- 20.3 The Demised Premises shall be used by THE LESSEE only and THE LESSEE shall not assign, transfer, mortgage, sublease or grant leave & license or transfer or part with or share possession in any manner whatsoever, of whole or any portion of Demised Premises.
- 20.4 In the event, THE LESSEE merges / amalgamates / consolidates / transfers its assets and liabilities with / to any entity on account of any merger / amalgamation / consolidation or there is a change in control of THE LESSEE then Lease Deed may be terminated by THE LESSOR and THE LESSOR may enter into a fresh lease deed and such other document(s) with new entity / transferee as may be required. For the purposes of this clause, a change in control of THE LESSEE shall mean the existing shareholders of THE LESSEE as on the date of execution of this Lease Deed

and their affiliates ceasing to collectively hold at least fifty one percent (51%) of the issued and paid-up share capital of THE LESSEE.

- 20.5 All costs, charges, expenses including but not limited to penalties, payable on or in respect of execution and registration of such document(s) including fresh lease deed, if any, shall be borne and paid solely by new entity / transferee who shall be responsible for compliance of Laws including the provisions of Indian Stamp Act, 1899, Registration Act, 1908 etc.
- 20.6 However, such documents including fresh lease deed will be executed only after payment of all outstanding dues by THE LESSEE and submission of relevant documents to THE LESSOR.
- 20.7 THE LESSEE shall not hold THE LESSOR responsible or liable for any loss or damage suffered by THE LESSEE on account of any theft, fire or other destruction caused to or in Demised Premises or to any property, articles or things kept by THE LESSEE in Demised Premises and also to any kind of injury or loss of life caused due to any reason whatsoever to its employees, staff, servants, agents, customers and / or visitors visiting Demised Premises, unless such loss or damage suffered is caused by any reason attributable to THELESSOR.
- 20.8 THE LESSEE agrees and undertakes not to carry out any business / activities of any nature in common area and outside Demised Premises and also not to cause any inconvenience, obstruction or closure of any common area or easements, including without limitation, any roof, corridor, fire exit, entrance, passage, verandah, lounge, lobby, balcony, window, staircase, basement, hall, parking area of Said Building. THE LESSEE further agrees not to store any goods and / or install any equipment / device and / or erect any works / structure(s) of any kind including pre- fabricated cabins etc. in any part of the common area or terrace(s) of Said Building / Said Complex.

21 COMPLIANCE:

- 21.1 The Parties agree to comply at their own cost, throughout Lease Term, with Laws (to the extent applicable to them), including but not limited to the following:
 - o Environment (Protection) Act, 1986,
 - o Water (Prevention and Control of Pollution) Act, 1974,
 - o Air (Prevention and Control of Pollution) Act, 1981,
 - Food Safety and Standard Act, 2006,
 - Municipal Solid Wastes (Management and Handling) Rules, 2000,
 - o Hazardous Wastes (Management and Handling) Rules, 1989,
 - o Batteries (Management and Handling) Rules, 2001 and regulations,
 - Central/ State Laws, rules concerning safe handling, storage, treatment and disposal of the wastes etc.,
 - GST and other statutorily applicable taxes,
 - o NBC, building bye-lawsetc.,
 - o Central/state Laws pertaining to fire and safety,
 - State and Central SEZ Act and the rules framed thereunder, if applicable.
 - 21.2 The Parties shall always remain responsible for the consequences of their respective non-compliance of Laws.

- 21.3 The Parties shall always remain responsible for their respective obligations to obtain and always keep valid and make available necessary certificates from Governmental Authority in this regard.
- 21.4 THE LESSEE shall be responsible for compliance of Laws and shall perform all of its obligations under this Lease Deed including obtaining and abiding by Governmental Approval required to be observed / performed by THE LESSEE under Laws and that THE LESSOR shall not be liable in any manner towards any for claims, damages, penalties, levies, impositions etc. or for any action by Governmental Authority or any other liability arising due to any non-compliance of Laws and / or non-fulfillment of any obligations by THE LESSEE and that THE LESSEE shall keep THE LESSOR indemnified on these accounts at all times.
- 21.5 THE LESSEE hereby agrees to provide to THE LESSOR, during Lease Term, a compliance AS AND WHEN demanded by THE LESSOR.
 - 21.6 THE LESSEE further confirms that it shall obtain / has obtained Governmental Approval which may be necessary for commencement of / carrying on of its interior fit-out works / business operations in Demised Premises. THE LESSEE shall be solely responsible and liable for all consequences including claims, damages, penalties, levies, fines, impositions etc. arising out of noncompliance thereof or for any action by any Governmental Authority in this regard.

22 BUILDING GUIDELINES / FIT OUT GUIDELINES / SAFETY MANUAL / SAFETY GUIDELINES ETC.:

- 22.1THE LESSEE shall abide by all the building guidelines in respect of Said Building / demised premises which may be laid down from time to time by THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) ("Building Guidelines"). The present Building Guidelines are annexed as Annexure ---
- 22.2THE LESSEE shall also abide by the fit out guidelines / safety manual / safety guidelines / policies / guidelines / directions which may be laid down from time to time by THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s).

23 PEACEFUL ENJOYMENT OF DEMISED PREMISES:

THE LESSOR shall allow during the term of this Lease Deed, peaceful enjoyment of Demised Premises to THE LESSEE, subject to THE LESSEE performing all its obligations under this Lease Deed.

24 INSPECTION OF DEMISED PREMISES:

- 24.1THE LESSEE shall allow THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) to enter Demised Premises after prior intimation, except in case of emergency(ies) including any fire etc., for inspection or any maintenance related issues at the frequency it may deem fit including any emergency and/ or unforeseen circumstances or any inspection by Governmental Authority or under its directions. In case of fire, accidents etc. third party inspection of Demised Premises shall be done after repair works are complete.
- 24.2 However, for periodic inspections, two (02) days' advance intimation will be given in writing to THE LESSEE, except in case of emergency(ies) and / or unforeseen circumstances.

25 INSURANCE:

- 25.1 During Lease Term and Lease Renewal Term, if any, THE LESSOR shall obtain fire and earth quake insurance coverage for Said Demise insurance cover against third-party liability and shall make timely payment of all insurance premiums subject to reimbursement of Insurance Premium by THE LESSEE.
- 25.2 However, it is made clear between the Parties that in the event of an accident or fire or damages or for any other reason resulting in any loss, financial or otherwise to either Party or to third parties, both the Parties agree to take up the matter with their respective insurance companies through the insurance cover including third party liability.
- 25.3Either Party shall not do or permit to be done or shall not omit to be done any act or thing which may render void or voidable any insurance relating to or in respect of a part or the whole of Said Plot, Said Complex, Said Building and Demised Premises, or cause any increase in premium payable by other Party in respect thereof.

26 DEFAULT IN PAYMENT BY THE LESSEE:

In case THE LESSEE defaults in making payments under this Lease Deed, the following shall be applicable:

- 26.1 Beyond Seven (07) days from Due Date: An interest at DPI Rate shall be applicable on the unpaid amounts, from Due Date till the date of realization of such payment by THE LESSOR.
- 26.2 Beyond Thirty (30) days from Due Date: THE LESSOR or its nominee(s) / assign(s) / appointed contractor(s) / appointed agency(ies) / third party service provider(s) shall at its option and with prior intimation of three (03) days, stop supplying to THE LESSEE electricity / air conditioning / water and / or all other services and resume the services only after receiving full payment of any and all dues, payable including interest payable thereon as stated above.
- 26.3The aforesaid shall not amount to any acquiescence or waiver by THE LESSOR of the defaults of THE LESSEE and is in addition to any other remedies / actions THE LESSOR may take including termination of Lease. THE LESSOR shall have no responsibility or liability for any costs, losses and damages, if any, suffered by THE LESSEE on account of same. THE LESSEE hereby specifically waives its right to lodge any claim whatsoever against THE LESSOR as a result of such action.

27 EVENTS OF DEFAULT/TERMINATION OF LEASE/CONSEQUENCES THEREOF:

- 27.1THE LESSEE acknowledges and agrees that each and every default, breach and / or non- compliance of any of the terms and conditions of this Lease Deed shall be an event of default liable for consequences stipulated herein. Some of the events of defaults are mentioned below, which are merely indicative / illustrative and are not exhaustive and may include other instances of defaults in terms of this Lease Deed:
- i) Failure by THE LESSEE to comply with Laws and / or guidelines of THE LESSOR with respect to safety / security / fire safety. Safety of all occupants of Said

Building / Said Complex and that of Said Building / Said Complex itself are of paramount importance and THE LESSEE will perform all acts and deeds necessary for complying with all safety requirements.

- ii) Upon any such failure of THE LESSEE to comply with the aforesaid requirements, this Lease Deed shall stand terminated forthwith and THE LESSOR will be entitled to re-enter and take possession of Demised Premises without any prejudice to THE LESSOR's right to claim its dues and / or avail other remedies available to THE LESSOR:
- (iii) If Demised Premises is closed / shut by THE LESSEE during business hours and there is apprehension or threat to the safety and security of Demised Premises, Said Building / Said Complex or other occupants of Said Building / Said Complex then THE LESSEE authorizes THE LESSOR to re-enter Demised Premises and take possession thereof. In such an event Lease shall stand terminated forthwith and THE LESSEE shall not have any right, interest or claim over Demised Premises. Any such action by THE LESSOR shall be without any prejudice to THE LESSOR's right to claim its dues or avail other remedies available to THE LESSOR. However, during the period Demised Premises remain closed / shut during business hours, THE LESSEE shall not be absolved of its responsibilities to ensure that there is no risk to the safety and security of Demised Premises / Said Building / Said Complex;
 - iv) Failure by THE LESSEE to make any payments within the time stipulated in this Lease Deed and all other defaults of similar nature including dishonour of any cheque(s) given by THE LESSEE to THE LESSOR for any reason whatsoever;
 - Failure by THE LESSEE to use Demised Premises for the purpose for which it has been leased as stipulated in this Lease Deed and annexures thereto and breach of Laws;
 - vi) Alteration, sub-division or amalgamation of Demised Premises in contravention of the conditions of the zoning plans, building plans etc. by THE LESSEE or any other person acting in its behalf;
 - vii) Sub-lease or parting with possession of Demised Premises or any part thereof by THE LESSEE;
 - viii) If THE LESSEE vacates or shuts down the Demised Premises for a period of fifteen (15) consecutive days without prior written approval of THE LESSOR, on expiry of said fifteen (15) days, Lease shall stand terminated forthwith and THE LESSEE shall not have any right, interest or claim over the Demised Premises. THE LESSEE acknowledges and agrees that in such an event THE LESSOR will be entitled to re-enter and take possession of the Demised Premises without any prejudice to THE LESSOR's right to claim its dues or avail other remedies available to THE LESSOR;
 - ix) THE LESSEE represents and agrees that it shall maintain its corporate / juridical existence during Lease Term or Lease Renewal Term, if any. In the event, THE LESSEE files a petition for being declared as insolvent and / or fails to maintain its corporate / juridical existence and / or is adjudicated as insolvent, then Lease shall stand terminated forthwith. THE LESSEE acknowledges and agrees that in such an event THE LESSOR will be entitled to re-enter and take possession of Demised Premises without any prejudice to THE LESSOR's right to claim its dues or avail other remedies available to THE LESSOR;
 - x) In the event THE LESSEE carries on and / or conducts any business from Demised Premises other than the business which is in accordance with Laws and the license(s) in respect of Said Plot;

- xi) In the event there is a breach in any of the representations, warranties or covenants of THE LESSEE as provided in this Lease Deed;
- xii) In the event Lease and / or Demised Premises gets affected directly or indirectly due to any act of omission or commission of THE LESSEE, including any litigation with a third party, then the Lease Deed shall stand terminated forthwith immediately upon THE LESSOR being notified.
- xiii) Any other acts, deeds or things which THE LESSEE may commit in violation / breach of or fails to perform in terms of this Lease Deed, other document if any or as demanded by THE LESSOR which in the opinion of THE LESSOR amounts to an event of default and THE LESSEE agrees and confirms that the decision of THE LESSOR in this regard shall be final and binding on THE LESSEE.
- 27.2 Except for the events of default wherein termination has been specifically provided in this Lease Deed, upon occurrence of any one or more of other event(s) of default under this Lease Deed including but not limited to those provided in clause 31.1 above, THE LESSOR shall by written notice to THE LESSEE give 30 days to THE LESSEE to rectify the default. On failure of THE LESSEE to rectify the default within 30 days so provided, this Lease Deed shall stand determined on expiry of said 30 days and THE LESSOR will be entitled to re-enter and take possession of Demised Premises without any prejudice to THE LESSOR's right to claim its dues or avail other remedies available to THE LESSOR.

THE LESSEE agrees that upon such termination of Lease, THE LESSOR will be released and discharged of all its liabilities and obligations under this Lease Deed and THE LESSEE shall be left with no right or interest over Demised Premises.

- 27.3THE LESSEE acknowledges and agrees that in the event of termination of Lease for any reason as provided in this Lease Deed, if any amount is due from THE LESSEE then the same shall be recovered with interest at DPI rate from THE LESSEE and THE LESSEE shall not be allowed to remove its equipments, furniture and fixtures, other movable assets and properties etc. from Demised Premises/Said Building/Said Complex till all the due amounts are paid.
- 27.4It is further agreed by THE LESSEE that THE LESSOR shall be entitled to adjust Security Deposits deposited by THE LESSEE under this Lease Deed against any / all sums due to THE LESSOR including Monthly Rent and Maintenance Charges for the un-expired period of Lease Term, Taxes for Demised Premises, interests, damages etc. In the event the aggregate of arrears of Monthly Rent, any other sum due and payable and the above mentioned costs / expenses exceed the amount deposited as Security Deposits under this Lease Deed, then THE LESSEE shall pay to THE LESSOR to the extent of such amounts due to THE LESSOR over and above the amount deposited as Security Deposits.
- 27.5 Subsequent to the termination and after the lapse of time if so permitted by THE LESSOR to THE LESSEE for removal of equipments furniture and fixtures, other movable assets and properties etc. from Demised Premises, THE LESSEE hereby agrees and authorizes THE LESSOR to remove all equipments, furniture and fixtures, other movable assets and properties etc. to any other place in Said Building These acts of THE LESSOR are, however, without prejudice to all its other rights as mentioned in this Lease Deed.

- 27.6THE LESSEE shall make the payments as stipulated in clause 32.1 and 32.2 (as the case may be) to THE LESSOR in case Lease is terminated under this clause 31 of this Lease Deed.
- 28 TERMINATION BY THE LESSEE BEFORE/AFTER EXPIRY OF LOCK-IN PERIOD:

28.1Termination by THE LESSEE before the expiry of Lock-in period:

THE LESSEE shall not have the right to terminate Lease without giving prior written notice for six months. In the event of failure, THE LESSEE shall be liable to pay the amount equivalent to Monthly Rent, Taxes for Demised Premises, Façade Signage Charges (if any), Maintenance Charges, taxes and any other charges for the entire stipulated Notice Period.

Upon such termination, THE LESSEE shall handover the peaceful, vacant and physical possession of Demised Premises to THE LESSOR in as good condition as it was in at the time when THE LESSEE was handed over Demised Premises for interior fit—out works, reasonable wear and tear excepted. In the event THE LESSEE fails to handover Demised Premises to THE LESSOR upon termination as aforesaid, then THE LESSEE shall be treated as an unauthorized occupant and shall also be liable to pay Use and Occupation Charges as provided in clause 34.1 of this Lease Deed and shall also be liable for all actions under Laws.

28.2 <u>Termination by THE LESSEE by giving a prior written notice:</u>

THE LESSEE may terminate Lease, by giving a prior written notice for Notice Period of six months, or by making payment of Monthly Rent, Taxes for Demised Premises, Facade Signage Charges (if any), Maintenance Charges, taxes and any other charges in lieu of Notice Period.

Upon such termination, THE LESSEE shall handover the peaceful, vacant and physical possession of Demised Premises to THE LESSOR in as good condition as it was in at the time when THE LESSEE was handed over Demised Premises for interior fit-out works, reasonable wear and tear excepted. In the event THE LESSEE fails to handover Demised Premises to THE LESSOR upon termination as aforesaid, then THE LESSEE shall be treated as an unauthorized occupant and shall also be liable to pay Use and Occupation Charges as provided in clause 34.1 of this Lease Deed and shall also be liable for all actions under Laws.

- 28.3THE LESSEE shall pay Monthly Rent AND also pay/reimburse Taxes for Demised Premises, Facade Signage Charges (if any), Maintenance Charges, taxes and any other charges as stipulated in clause 28.1 and 28.2 above (as the case may be) in case Lease is terminated under clause 31 of this Lease Deed.
- 28.4THE LESSEE acknowledges that it does not have any right to object to any amount claimed / demanded by THE LESSOR as stated above and further specifically and voluntarily agrees not to raise any dispute against such claim / demand made by THE LESSOR.

29 <u>REINSTATEMENT OF DEMISED PREMISES:</u>

THE LESSEE shall hand over the peaceful, vacant and physical possession of Demised Premises in as good condition as it was in at the time when THE LESSEE was handed over Demised Premises for interior fit-out works, together with THE LESSOR's fixtures and fittings installed therein, if any, (reasonable wear and tear excepted) on the expiry / earlier termination of this Lease Deed, whichever is earlier.

30 USE AND OCCUPATION CHARGES AFTER THE TERMINATION OF LEASE:

- 30.1 If Lease is terminated by either Party or expires by efflux of time and Demised Premises is not vacated and / or handed over by THE LESSEE in accordance with the terms of this Lease Deed, THE LESSEE shall be liable to pay Use and Occupation Charges as detailed in Annexure C-I, along with amount equivalent to Monthly Rent, Taxes for Demised Premises, Facade Signage Charges (if any), Maintenance Charges, taxes and any other charges as provided in Annexure C-I till handover of the vacant possession of Demised Premises by THE LESSEE to THE LESSOR.
- 30.2 THE LESSEE acknowledges that it does not have any right to object to any amount claimed / demanded by THE LESSOR as stated above and further specifically and voluntarily agrees not to raise any dispute(s) against such claim / demand made by THE LESSOR. THE LESSEE also acknowledges and agrees that the right of THE LESSOR to demand Use and Occupation Charges shall be without prejudice to the rights and remedies of THE LESSOR under this Lease Deed and under Laws.

31 LEASE RENEWAL AND ESCALATION:

- 31.1THE Renewal of this Lease Deed shall be by the mutual consent between THE LESSOR and THE LESSEE inter alia including enhancement of the rent @ of 25%, provided that:
- (a) THE LESSEE has communicated to THE LESSOR by a written notice at least six (6) months prior to the expiry of Lease Term its intention to renew Lease for Lease Renewal Term; and
- (b) THE LESSEE has been performing all its obligations under this Lease Deed to the satisfaction of THE LESSOR including but not limited to payment of all dues.
- 31.2THE LESSEE acknowledges and agrees that the renewal shall not be permitted if any amount under this Lease Deed is due and payable by THE LESSEE.
- 31.3It is clearly agreed and understood that a fresh lease deed shall be executed for Lease Renewal Term. The Lease Renewal Term shall only be effective if a fresh lease deed is executed between the Parties stamped and registered before the expiry of Lease Term.
- 31.4THE LESSEE shall be liable to pay the escalations in payments under this Lease Deed including Monthly Rent, Car Parking Charges, Taxes for Demised Premises, Façade Signage Charges (if any), Maintenance Charges, Security Deposits etc. as provided in Annexure C-I during Lease Term or Lease Renewal Term, if any.

32. Brand Name

THE LESSEE represents, undertakes and assures to THE LESSOR that:

- Brand Name being used in Demised Premises will be jointly owned by LESSOR AND LESSEE. It shall operate from Demised Premises only with valid and AGREED BRAND NAME..
- Any IPR if used by THE LESSEE in Demised Premises / Said Building / Said Complex does not and shall not infringe IPR of any third party.
- 32.3 THE LESSEE has not received any notice of claim against it involving any conflict or claim of conflicts with respect to any IPR.
- 32.4 THE LESSEE undertakes to hold THE LESSOR harmless from any action brought about by any third party for any IPR infringement by THE LESSEE.
- THE LESSEE undertakes to defend any and all such acts, suits, proceedings, claims, judgments etc. against THE LESSOR in connection with BRAND NAME and any fees, costs, expenses of any kind related or incidental to any such action with respect to BRAND NAME incurred by THE LESSOR in defending itself shall be borne by THE LESSEE, which THE LESSEE agrees to pay within seven (07) days of demand by THE LESSOR.

33 FORCE MAJEURE / NON PERFORMANCE OF OBLIGATIONS:

- 33.1 Either Party shall not be held responsible for any consequences or liabilities under this Lease Deed if it is prevented in performing its obligations by reason of Laws, action by Governmental Authority or due to reasons of force majeure which may include but not limited to riots, insurrection, war, terrorist action, act(s) of God and any other unforeseen circumstances beyond its control. Upon happening of any such force majeure event, either Party would inform the other Party of such event. Upon abatement of such event, either Party would inform the other Party about cessation of the same.
- **33.2** In the event Demised Premises or any part thereof be destroyed or damaged due to the following circumstances (including but not limited to):
 - i) Fire (not caused by any willful act or negligence of THE LESSEE or its employees, agents, vendors, visitors, service providers etc.);
 - ii) Act(s) of God like earthquake, tempest, flood or lightning etc.;
 - iii) By reasons of Laws, action by Governmental Authority;
 - iv) Violence of any army or mob or enemies of the country;
 - v) Act of any terrorist, insurgent or any group acting against the Government or the people of the country;
 - vi) Any other irresistible force rendering Demised Premises unfit for the business operations;

then, THE LESSEE shall, temporarily vacate the whole or such portion of Demised Premises, as may be required, to enable THE LESSOR to carry out repairs and to restore Demised Premises in as good condition as it was in at the time of handover of Demised Premises for interior fit-out works.

33.3 In any of the events mentioned in clause 37.1 and 37.2, all payments specified under this Lease Deed for the affected portion of Demised Premises shall abate

till the time Demised Premises or the affected portion of Demised Premises is repaired and restored to as good condition as it was in at the time of handover of Demised Premises for interior fit-out works.

- **33.4** All payments specified under this Lease Deed during such period shall continue to be made by THE LESSEE for the unaffected portion of Demised Premises.
- 33.5 If the above situation continues for a period of more than ninety (90) calendar days, then notwithstanding ANY THING, either Party may terminate this Lease Deed by giving a prior written notice of thirty (30) days and THE LESSOR shall refund the Security Deposits paid by THE LESSEE, subject to recovery / adjustment of the outstanding dues, if any, under this Lease Deed. In such an event, THE LESSEE shall not be under any obligation to make the payments as stipulated in clause 32.1 for the unexpired Lock-in period, if any.
- **33.6** THE LESSOR shall not be responsible for paying any expenses or for any financial or legal consequences arising out of such force majeure situation.
- **33.7** The performance of THE LESSOR's obligations shall be subject to performance of obligations including regular payment(s) as stipulated under this Lease Deed, by THE LESSEE.

34 SALE / MORTGAGE / TRANSFER:

- **34.1** In the event THE LESSOR transfers either by way of sale or mortgage or creates a third party charge / right in any manner whatsoever, on Demised Premises / Said Building, THE LESSEE acknowledges that it does not have any right to raise any objection to the same.
- **34.2** Such creation of mortgage / charge shall not affect the rights of THE LESSEE to use Demised Premises during Lease Term.
- **34.3** In case of sale, upon intimation by THE LESSOR, THE LESSEE shall attorn as a tenant to the new transferee on the same terms and conditions as stated in this Lease Deed.

35 WAIVER:

Failure of either Party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision hereof.

36 <u>SEVERABILITY:</u>

If any provision is determined to be void or unenforceable under Laws, such provisions of this Lease Deed shall be deemed amended or deleted to the extent necessary to conform to Laws and the remaining provisions of this Lease Deed shall remain valid and enforceable.

37 PLURALITY OF THE LESSEE:

If two or more persons are included in the term "THE LESSEE" all covenants, terms,

conditions and restrictions shall be binding on them jointly and each of them severally.

38 GOVERNMENTAL / STATUTORY PROCEDURAL REQUIREMENTS:

All compliances including procedural requirements required by Governmental Authority and / or Laws, as applicable from time to time with respect to the obligations of the Parties under or arising out of this Lease Deed shall be done by the respective Party.

39 <u>CONFIDENTIALITY:</u>

- **39.1** Subject to clause 11.3, no announcements, disclosures, publicity of any nature, regarding either Party and other negotiations vis-₹-vis Lease will be made by either Party unless the form, content and timing of the release is approved in writing by the Parties hereto.
- **39.2** Either Party may disclose the existence of Lease to its legal counsels, accountants, lenders, merchant bankers, engineers, architects, interior designers, vendors, suppliers and other persons who need to be aware of the existence of Lease, and to the extent that such disclosure is required by Laws or by any Governmental Authority.

40 INDEMNIFICATION:

THE LESSEE agrees to defend, indemnify and hold harmless THE LESSOR from and against any and all damages, liabilities, costs, expenses (including reasonable attorneys' fees, expert fees and other legal expenses) and settlement amounts incurred in connection with (i) gross negligence, misrepresentation, error or omission on the part of THE LESSEE or its representatives relating to or concerning the performance of the obligations by THE LESSEE as specified herein; (ii) breach by THE LESSEE of the provisions of Laws; (iii) infringement of patent, copyright, trade secret or other intellectual property right of a third party; and / or (iv) any suit, claim, or action by any third party againstTHELESSOR as a result of any act and/or omission to act by THE LESSEE.

40. ASSIGNMENT:

- 40.1 THE LESSEE shall not assign or otherwise transfer this Lease Deed or any right, benefit or obligation hereunder (whether by operation of Laws or otherwise) to any other person without prior written consent of THE LESSOR.
- 40.2 It is agreed that THE LESSOR shall have the right to transfer or assign all (or any part) of its rights or obligations under this Lease Deed to any person, provided that any such assignment will result in the subsequent performance by the assignee of all of THE LESSOR's obligations under this Lease Deed. The assignee shall expressly assume and agree to perform such obligations and shall become solely responsible for all obligations of THE LESSOR under this Lease Deed from the date of assignment. In addition, and without limitation to the foregoing, THE LESSEE expressly affirms and agrees that THE LESSOR may, provided it does not in any manner affect Lease and performance of obligations under this Lease Deed, sell its assets; its securities in a public offering or in aprivate placement; may merge, acquire other companies, or be acquired by / merged / amalgamated into another company; and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring.

43 ONLY LESSOR LESSEE RELATIONSHIP:

Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto or any other relationship, other than the relationship of THE LESSOR and THE LESSEE.

44 GOVERNING LAW:

This Lease Deed and the rights and obligations of the Parties under or arising out of this Lease Deed shall be construed and enforced in accordance with Laws of India.

45 DISPUTE RESOLUTION:

All or any disputes arising out of, touching upon, connected with, concerning or in relation to the terms of this Lease Deed including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force. The arbitration proceedings shall be held at New Delhi by the sole arbitrator who shall be appointed by THE LESSOR and whose decision shall be final and binding upon the Parties. THE LESSEE hereby confirms that he / she / it shall have no objection to this appointment of the arbitrator by THE LESSOR. The arbitration proceedings shall be in English language only.

The District courts at and the High Court at Delhi alone shall have the jurisdiction concerning all matters in this Lease Deed.

<u>46</u> EXECUTION AND REGISTRATION OF LEASE DEED:

- a. All costs, charges, stamp duty etc. including any penalties / imposition thereof, on execution and registration of this Lease Deed or on all other instruments and deeds to be executed pursuant to this Lease Deed, as applicable, shall be borne and paid solely by THE LESSEE. It is hereby clarified that it shall be the obligation of THE LESSEE to pay all such charges as and when demanded by Governmental Authority in this regard and THE LESSEE does hereby undertake to keep THE LESSOR indemnified against any such charge / liability. However each Party shall bear its own legal fees and expenses.
- b. The stamp duty and registration charges shall be paid by THE LESSEE on or before signing of this Lease Deed.
- c. THE LESSEE shall be responsible for the compliance of The Indian Stamp Act, 1899, local stamp act and rules made thereunder, The Registration Act 1908 and rules made thereunder and the respective state enactments, as applicable.
 - d. The original executed and registered Lease Deed shall be retained by THE LESSOR and a certified copy of the same shall be provided to THE LESSEE.
 - e. The original Lease Deed shall be produced by THE LESSOR as and when

required by THE LESSEE upon receipt of prior notice of two (2) days from THE LESSEE, except in case of emergency(ies).

47 THIS LEASE DEED ALONG WITH THE ANNEXURE(S) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND REVOKES AND SUPERSEDES ALL PREVIOUS DISCUSSIONS, WRITTEN OR ORAL, CORRESPONDENCE, LOIAND/ORANY / ALL AGREEMENTS UNDERSTANDING DEEDS ETC. BETWEEN THE PARTIES MODIFICATION / AMENDMENT / VARIATION:

This Lease Deed shall not be changed or modified except by written amendment by way of an addendum duly agreed and signed by the Parties. However, for matters pertaining to car parking spaces, Façade Signage, normal business hours, modification / amendment / variation may be made by way of any instrument including letter agreement signed by the Parties.

48 NOTICES:

Any notice, letter or communication to be made, served or communicated unto either Party under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice, letter or communication is addressed to other Party, at the address given in Annexure C-I or such other addresses as may be intimated in writing, and sent by registered post / fax / email (given hereunder) / speed post or delivered personally with acknowledgement.

THE LESSOR, SIDBI through its author to execute lease deeds	_have execute	ed this Lease Deed. This Lea	ase
Who has		been	
authorized by THE LESSOR to	appea	r before	
the registering authority and Mr. present for registration, acknowledge and get registered this Lease	and	·	on
Deed executed by Mr . behalf of THE LESSOR.			
THE LESSEE HAS EXECUTED THIS LEASE DEED THROUGH IT AUTHORISED REPRESENTATIVE SHRI & Shri authorised by their Board Resolution dated			

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For Lessor, For Lessee, [Name] [Name] [Address Line 1] [Address Line 1] [Address Line 2] [Address Line 2] [City, State, Pin Code] [City, State, Pin Code] Witness 1: Witness 2: [Name] [Name] [Address] [Address]