



- : Notarial Certificate :-

TO ALL MEN THESE PRESENTS SHALL Come, I **QAMRUL HASSAN** appointed by the Government of India as a NOTARY being authorised to practice as such in the District of KOLKATA in the state of West Bengal within union of India do hereby verify, authenticate, certify, attest as under the execution of the instrument, do hereby declare that the paper writing collectively Marked 'A' annexed hereto hereinafter called the paper WRITINGS "A" are presented before me by the Executants (S)



Beaurville Realstate Technologies
LLP. at 24/g. surah 3rd lane, kolkata.
w.B - 700010. and

Mr. Arun KR Das at Hat
krishnanagar, P.O. Hat krishnanagar
Patrasayer, Bankura. w.B - 722206

Here after referred to as the executants (S) on
this 14th day of may
Two thousand 24

The executant (s) having admitted execution of the "PAPER WRITINGS A" in respective hand (s) in the presence of the witnesses who as such subscribe (s) Signature (s) thereon and being satisfied as to the identity of the Executant (s) and the said execution of the "PAPER WRITING A" and satisfy that the said execution is in the respective hand(s) of the executant (s).

AN ACT WHEREOF being required of a NOTARY, I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

Notarial Stamp on original



IN FAITH AND TESTIMONY WHEREOF I, the said NOTARY PUBLIC, have hereunto set and subscribed my hand and affix my Notarial seal of Office at Sealdah Court at Sealdah in the Dist. at Kolkata on this 14th day of may
Two thousand.....

[Handwritten signature in green ink]
QAMRUL HASSAN
NOTARY

भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL



This lease deed (this "Lease Deed") is made and executed on this 1st day of January 2024

BY AND BETWEEN

Beauvilla Realestate Technologies LLP (through its partners Mr. Navneet Makharia having its registered office at 24/G, Surah 3rd Lane, Kolkata, West Bengal-700010 (hereinafter referred to as the "Lessor", which expression shall, unless it be repugnant to the context or meaning thereof, where the context so admits be deemed to include its partners, successors in-interest and permitted assigns) and represented herein by Mr. Navneet Makharia, Partner & Authorized Signatory, of FIRST PART.

AND

Mr. ARUN KR DAS son of Sunil Kumar Das (PAN No: AZHPD6481G), by religion Hindu, resident of Hat Krishnanagar, , Po Hat Krishnanagar, Patrasayer, Bankura, West Bengal, 722206 and Income Tax Permanent Number AZHPD6481G(hereinafter referred to as the "Lessee", which expression shall, unless it be repugnant to the context or meaning thereof, where the context so admits be deemed to include its successors in-interest and permitted assigns) , of SECOND PART.

Beauvilla Realestate Technologies LLP

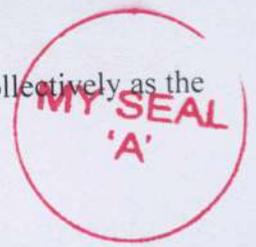
Navneet Makharia

Partner

Q. HASSAN
Notary Regd. No. - 4312 / 07
Govt. of India
Sealdah Court
Kolkata

14 MAR 2024
Page - 1 - of 16

Arun Kumar Das



The Lessor and the Lessee are hereinafter individually referred to as a "Party" and collectively as the "Parties", as the context may require.

RECITALS.

- A. WHEREAS The Lessor has represented that it is the absolute owner and in possession
- B. AND WHEREAS the Lessor has represented that Lessor is the absolute owner and is seized and possessed of and is otherwise well and sufficiently entitled to lease the premises being office space bearing no. #1005, admeasuring 1690 square feet, situated on the 10th floor of the office / commercial complex (the "**Demised Premises**") known as "Ergo Brilliant Tower", at Plot No A1-4, Block EP & GP, Salt Lake Sector - V, BidhannagarKolkata-700091 (the '**Complex**').
- C. AND WHEREAS the Demised Premises, is free from any impediments and encumbrances whatsoever, including any acquisition, proceeding, either initiated from the government and/or by any third party, claims, titles, zoning prohibitions and restrictions, prohibitions and restrictions and has absolute unfettered, clear, complete, absolute and unrestricted rights, title and interest to the Demised Premises, and is duly competent, entitled and authorized to demise the same on lease and correspondingly execute this Lease Deed in favour of the Lessee;
- D. AND WHEREAS the Lessor has represented that the Complex has been constructed & completed in all regards so as to render the Demised Premises ready in all aspects to be given on lease to the Lessee for use and occupation for its property consultancy and interior decoration office / business purposes, as enumerated in this Lease Deed. All requisite registrations, permissions, approvals and sanctions in respect of the completion/use/occupation of Demised Premises / Complex including procurement of 'Completion' and 'Occupation' Certificate or any other permissions/sanction/approval/certification as may be required under relevant law, statutes, notifications have been duly obtained, so as to enable the Lessee to use, occupy and enjoy the lease of the Demised Premises in absolutely unhindered, unfettered and unrestricted manner for the business purposes as detailed herein;
- E. AND WHEREAS the Lessor has represented that occupation and usage of the Demised Premises by the Lessee for the purposes of an '**Office/Commercial**' establishment shall be in full compliance and consonance to all permissions/sanctions/approvals granted by the competent authorities including the sanctioned building plans, approved zoning plans, and all applicable laws, rules, regulations, statues, notifications or agreements/ understandings to which the Lessor is subject or be subjected to in future;
- F. AND WHEREAS the use, occupation and enjoyment of the Demised Premises by the Lessee for the Lease Term or the extended lease term as envisaged in this Lease Deed shall not in any manner be impeded, hindered, restricted, affected or prejudiced by any kind of registered or unregistered encumbrance, third party claims including any prior sale/ agreement to sell, gift, mortgage, tenancy, license, trust, exchange, lease, acquisition, encroachment by or possession of a third party, legal flaw, claims, loan, surety, security, lien, court injunction, litigation, stay order, notices, charges, disputes, acquisition, attachment in the decree of any court, income tax or wealth tax attachment or any other encumbrance whatsoever;

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Kolkata

Beauvilla Realestate Technologies LLP

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Page 2 of 6

11 MAR 2024

Arun Kumar...



AND WHEREAS the Parties for the purposes of lease of the Demised Premises are recording the terms and conditions thereof in this Lease Deed.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

In this Lease Deed, unless repugnant to the context, capitalized terms shall have the meaning as under:

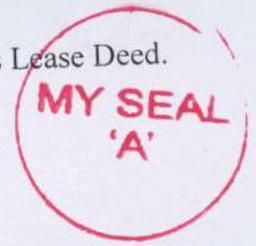
- (a) “**Applicable Laws**” shall mean and include any central, state or local statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law of any of the foregoing, by any authority having jurisdiction over the Demised Premises / Complex, whether in effect as of the date of this Lease Deed or thereafter.
- (b) “**Approvals**” shall mean and include any approval, sanction, permissions, permit, license, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or required to be obtained from a Competent Authority or any other person in relation to the construction, development and operation of the Demised Premises and/or the Complex.
- (c) “**Commencement Date**” shall have the meaning ascribed to it in **Clause 3.1** of this Lease Deed.
- (d) “**Complex**” shall have the meaning ascribed to it in Recital A of this Lease Deed.
- (e) “**Demised Premises**” shall have the meaning ascribed to it Recital A above of this Lease Deed.
- (f) “**Effective Date**” shall mean the date of execution of this Lease Deed.
- (g) “**Event of Default**” shall have the meaning ascribed to it in Clause 11.1 of this Lease Deed.
- (h) “**Lease Term**” shall have the meaning ascribed to it in Clause 3.1 of this Lease Deed.
- (i) “**Lock-In Period**” shall have the meaning ascribed to it in Clause 3.2 of this Lease Deed.
- (j) “**Lease Rental**” shall have the meaning ascribed to it in Clause 4 of this Lease Deed.

Beauvilla Realestate Technologies LLP

Narand Mahanta

Partner
Page 5 of 6
14 MAR 2024

Arun Kumar Das



1) "Security Deposit shall have the meaning ascribed to it in Clause 5.1 of this Lease Deed.

2. GRANT OF LEASE

- 2.1. That in consideration of Lease Rental hereinafter reserved and all the covenants and conditions hereinafter contained to be observed and performed by the Lessee, the Lessor hereby demise upon the Lessee the Demised Premises i.e. the premises admeasuring approximately 1690 square feet (super area) situated on 10th floor of the Complex, along with rights to make use of the common facilities, entrance, passage, stair case, lifts, landing, lobbies and other easements to the Complex, with exclusive right to park 02 (two) cars in the designated car parking space / exclusive for the use of the Lessee.
- 2.2. The Lessor hereby agrees and covenants that it shall make available to the Lessee from the Effective Date, the Demised Premises which is fully furnished with furniture, fixtures and fittings, as per layout provided by the Lessee in the condition and state as provided in **Schedule-I** hereto, complete in structure and architecture in all respects
- 2.3. The Parties agree that they shall undertake a joint measurement process through Lessor's nominated agency of the Demised Premises before execution of the Lease Deed. In the event of any deviation appropriate adjustments will be carried out in the Lease Rent.
- 2.4. The Lessor shall handover the possession of the Demised Premises on or before January 1, 2024, unless otherwise mutually agreed between the Parties, post completion of Lessor's scope of work including fit outs (as provided in **Schedule-I**, and upon getting a written readiness notice from the Lessor. The handover date shall be considered as Lease Commencement Date and payment of Lease Rent for all purposes under the Lease Deed.

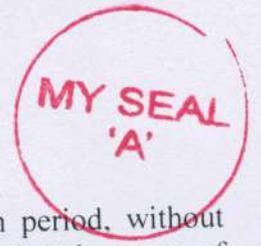
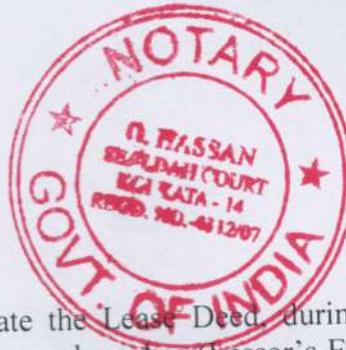
3. LEASE TERM, LOCK IN PERIOD AND RENEWAL

Lease Term

- 3.1 The Lessee shall be entitled to have and to hold the Demised Premises with appurtenances, furniture, fittings and fixtures, along with rights to make use of the common facilities, entrance, passage, stair case, lifts, landing, lobbies and other easements to the Complex and designated parking space for a period of 11 months ("**Lease Term**" / "**Initial Lease Term**") from 01/01/2024 (the "**Lease Commencement Date**") unless earlier terminated in accordance with the terms hereof.

Lock In Period

- 3.2 The Parties shall not have a right to terminate this Lease Deed until the expiry of 11 (Eleven) months ("**Lock-In Period**") from the Commencement Date, except as stated in this Lease Deed and specifically in **Clauses 11** hereinafter.



Termination By Lessee

- 3.3 Lessee shall be entitled to terminate the Lease Deed, during the lock in period, without incurring any liability, in case of Lessor breaches (Lessor's Events of Defaults) the terms of the Lease Deed; and fail to cure the said breaches, despite receiving a cure notice of 30 (thirty) days from the Lessee to rectify the breaches stated therein.
- 3.4 The Lessee shall be entitled to terminated, post expiry of the Lock-in-Period, the Lease Deed, without cause in its sole discretion, by giving 03 (three) months' notice or payment of Lease Rent in lieu thereof.
- 3.5 In case any dispute/third party claim over the Lessor (entity), Complex and/or Demised Premises including by municipal authorities, which in any manner disrupts the use and peaceful enjoyment of the Demises Premises, then Lessee shall issue a cure notice of 30 (thirty) days to Lessor for curing the issue and ensure Lessee's uninterrupted use of the Demised Premises, else, Lessee shall be entitled to terminate the agreement, including during the Lock-in period without incurring any liability thereof.

Termination By Lessor

- 3.6 In case Lessee fails to make payment towards Lease Rent for a continuous period of 03 (three) months, then the Lessor shall issue a cure notice of 30 (thirty) days to the Lessee for curing the issue; and in case Lessee still fails to rectify the breach herein within the notice period of thirty (30) days then the Lessor shall be entitled to forthwith terminate the Lease Deed.

4. LEASE RENTAL / LEASE RENTAL

- 4.1 The Lease Rent for the lease of the Demised Premises (including Furniture) commencing from the Commencement Date shall be Rs. 20,000.00/- (Rupees Twenty Thousand) per month plus GST @18% ("Lease Rent").
- 4.2 The Lease Rent shall be enhanced by 5% (five) after expiry of every 11 (eleven) months from the Commencement Date.
- 4.3 The Lessee shall pay the Lease Rent to the Lessor within ten (10) days of receipt of a valid tax invoice from the Lessor for every English Calendar month in advance for the month in respect of which such sum is payable. The payment of Lease Rent and other charges specified herein to be paid by the Lessee shall be subject to tax deduction at source ("TDS"), as applicable from time to time, for which TDS certificates shall be issued by the Lessee to the Lessor periodically.

Beauvilla Realestate Technologies LLP

Nand. Mishra

Partner

Q. HASSAN
Notary Regd. No. - 4312 / 07
Govt. of India
Sealdah Court
Kolkata

14 MAR 2024

Arun Kumar



5. SECURITY DEPOSIT

- 5.1 In consideration of and as security towards performance of all of its obligations stipulated in this Lease Deed, the Lessee has already paid (as specified herein below) and shall always maintain with the Lessor during the entire term of the Lease Deed, an interest free refundable security deposit, i.e.Rs. 60,000/- (Rupees Sixty Thousand) (the "Security Deposit"/ "IFRSD"); the receipt of which the Lessor hereby accepts and acknowledges.

| Cheque No./ Dated | Bank & Branch | Amount |
|-------------------|---------------|------------|
| | | 60,000.000 |
| | | |

- 5.2 On the expiry or early termination of the Lease Deed, the Lessor shall, simultaneously with the Lessee delivering physical and vacant possession of the Demised Premises, subject to normal wear and tear, to the Lessor, refund the Security Deposit to the Lessee on demand and without any objection thereto, subject to such adjustments as may be lawfully made by the Lessor on account of any outstanding amounts or arrears payable by the Lessee under the Lease Deed.
- 5.3 If on the expiry or earlier termination of the Lease Deed, the Lessor fails to refund the Security Deposit to the Lessee as provided herein, without prejudice to any other rights of the Lessee under the Lease Deed and as per Applicable Law, (i) the Lessor shall, in addition to returning the Security Deposit, pay interest calculated at 18% (eighteen percent) per annum on the Security Deposit, from the date of expiry of the Lease Term, or the earlier termination of the Lease Deed, till the actual repayment of the Security Deposit; and (ii) the Lessee shall be entitled to retain possession of the Demised Premises without the payment of any Lease Rent or any other charges payable under the Lease Deed from the date of expiry or earlier termination of the Lease Deed to the date of actual repayment of the Security Deposit along with interest thereon.

6. HANDOVER ON TERMINATION / EXPIRY OF LEASE

- 6.1 On the expiry or earlier termination of the lease under this Lease Deed, the Demised Premises shall be handed over by the Lessee to the Lessor in the same condition as they were when the Demised Premises were handed over to the Lessee under the Lease Deed. This obligation shall be subject to reasonable wear and tear.

7. INTERNAL PARTITIONS

The Lessee is permitted at its own cost to erect internal temporary partitions and other internal alterations and additions as may be necessary for the business of the Lessee provided

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Narand - Madhuni

Page 6 of 16 Partner

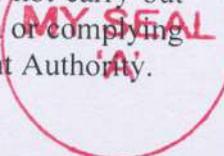
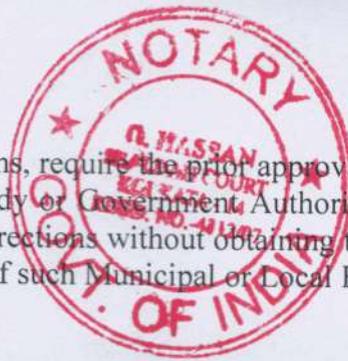
14 MAR 2024

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that if such additions or alterations, require the prior approval or permission of any Municipal authority or any other Local Body or Government Authority, the Lessee shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or Local Body or Government Authority.



8. LESSOR'S REPRESENTATIONS AND WARRANTIES-

The Lessor represents and warrants the following -

- 8.1 the Lessor has full power and authority to grant the Lease and to enter into this Lease Deed;
- 8.2 the Lessor has clear, absolute, unrestricted and unfettered legal ownership rights to the Demised Premises;
- 8.3 the Demised Premises are free from any and all encumbrances, liens and charges of any nature whatsoever;
- 8.4 all necessary and applicable statutory approvals and permissions with respect to the construction of the Complex and the occupation of the Demised Premises have been validly obtained by the Lessor and the Demised Premises may be legally occupied and used for the business of the Lessee;
- 8.5 all necessary and applicable sanctions and approvals for power and water supply to the Demised Premises have been obtained by the Lessor;
- 8.6 there exist no claims, actions, litigations, arbitrations, land acquisition proceedings, garnishee or other proceedings relating to the Demised Premises or the transaction contemplated under the Lease Deed. The Lessor shall give the Lessee immediate notice of any claim, litigation, proceeding or investigation which becomes known to it during the Lease Term;
- 8.7 the Lessor does not have any liability for any taxes, or any interest or penalty in respect thereof, of any nature, that may become a lien against the Demised Premises;
- 8.8 that subject to validly making all payments mandated hereunder, the Lessee shall be entitled to use the Demised Premises and the [Car Parking spaces] on a twenty four [(24) hours a day/seven (7) days a week basis] and enjoy unhindered possession of the Demised Premises and the Car Parking spaces without any obstruction, eviction, interruption, disturbance, claim or demand whatsoever by the Lessor or any person or persons lawfully or equitably claiming by, from, under or in trust for the Lessor;
- 8.9 The Lessor acknowledges that the Lessee has entered into the Lease Deed after relying on the Lessor's representations and warranties in this clause. Further, the Lessor agrees that during the Lease Term, if any of the representations and warranties mentioned herein directly affecting the use of the Demised Premises becomes invalid, then notwithstanding the rights of the Lessee as contained in the Lease Deed or under Applicable Law, the Lessor will

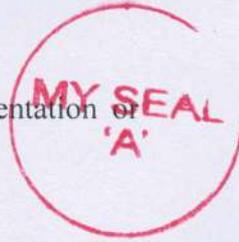
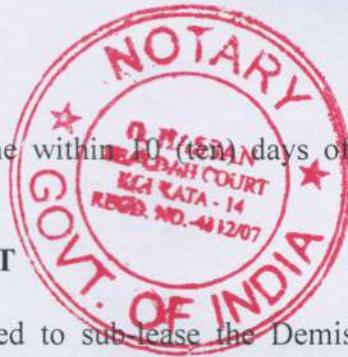
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14 MAR 2024

Arun Kumar Das

intimate the Lessee of the same within 10 (ten) days of the applicable representation or warranty becoming invalid.



9. **SUBLETTING/ASSIGNMENT**

- 9.1 The Lessee shall not be entitled to sub-lease the Demised Premises or any part thereof without prior written consent of the Lessor, however, the Lessee shall be entitled to permit any of its affiliates, sister-concerns, subsidiaries etc. to operate from the Demised Premises, with prior intimation to the Lessor and the Lessee herein shall remain responsible to fulfil obligations under the Lease Deed.
- 9.2 In case of Lessee's merger/ amalgamation/ consolidation with/ to any entity then subject to the prior written intimation to Lessor, a fresh Lease Deed may be executed between Lessor and the new entity on the same terms and conditions for the remaining Term of the Lease Deed.
- 9.3 Lessee shall be entitled to apply for all registrations, permissions, licenses etc., using the address of the Demises, either in its name or in the name of its affiliates, sister-concerns, subsidiaries etc. Lessor undertakes and warrants to execute any/all documents as may be required by the Lessee.
- 9.4 In such an event all costs, charges, expenses including stamp duty, registration charges other related charges as may be required by law shall be paid by Lessee/new entity/transferee.

10. **EVENTS OF DEFAULT BY THE LESSOR AND TERMINATION OF LEASE DEED**

- 10.1 The occurrence, happening or existence of one or more of the following events shall be considered as an "Event of Default" by the Lessor:
- (a) Any of the covenants and representations of the Lessor turns out to be or found incorrect / false;
- (b) Third party claim qua the Lessor, Demised Premises (Lessor's title), which will obstruct/hamper Lessee's peaceful possession of the Demised Premises and dedicated parking space;
- (c) Lessor's (including its agents, representatives etc.) acts of commission and omission, including non-payment of statutory dues, taxes, utilities etc. for the other parts of the Complex or any other property which is likely to impact Lessee's peaceful possession for enjoyment of the Demised Premises; and
- (d) Breach of any of the representations, warranties, covenants and obligations of the Lessor as set forth in this Lease Deed;
- (e) Breach, defect, negligence or deficiency in any of the services to be provided by the Lessor as stated in this Lease Deed;

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Kolkata

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Narand. Mahanta

Page 8 of 16 Partner

14 MAR 2024

Arjun Kumar Das

- f) Charges or encumbrances created or any existing charges on the Demised Premises sought to be enforced against the Lessor/ Lessee.
- (g) Any loss, damage, fine, penalty or expenses incurred by the Lessee due to any violation of municipal building bye-laws by the Lessor in respect of the Demised Premises;
- (h) Any such incident through which structure of the Demised Premises / Complex may become unsafe for the usage by the Lessee;and
- (i) Any event of leakage, seepage or ingress of water or waste water into the Demised premises because of issues in structural issues in walls and installations and etc.

10.2 Upon receiving/ gaining knowledge of any Event of Default stated above, the Lessee may, call upon the Lessor by way of a written notice to rectify the same within 15 (fifteen) days of receipt of the said notice or such extra period as may be specified by the Lessee in the said notice. Upon failure of the Lessor to rectify the Event of Default within the time stipulated in the notice, without prejudice to any other right or remedy available to Lessee under law or as envisaged in the Lease Deed, the Lessee shall have the right to forthwith terminate this Lease Deed even during the Lock-In-Period.

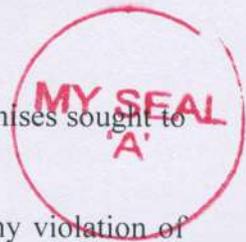
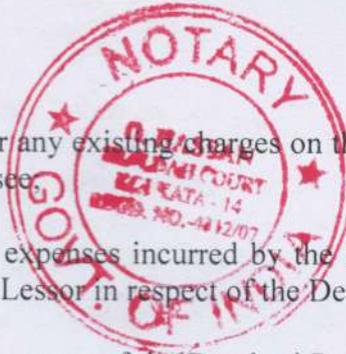
11.3. From the date of such termination the Lessee shall be relieved from all of its liabilities, duties, performances under this Lease Deed and the Lessor shall forthwith return/ refund the entire amount of Security Deposit in terms of Clause 6 herein above.

11. INDEMNIFICATION BY THE LESSOR.

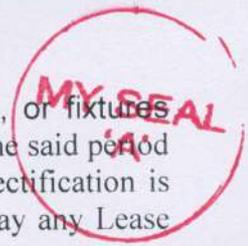
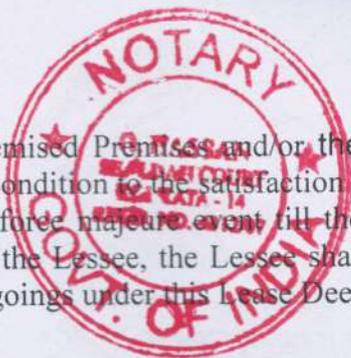
Notwithstanding any other right available to the Lessee against the Lessor under applicable law or this lease deed including as stated in Clause 11 herein above, the Lessor, hereby indemnifies and agrees to keep fully indemnified the Lessee and its representatives from and against all loss, damage, cost, demands, expenses, business/ revenue loss or any actions, suits, judgment, forfeitures, proceedings, claims, liabilities (including costs of defence, settlement and attorneys' fees) etc which may arise or occur or be taken or sought against the Lessee and its representatives in connection with breach of any of the terms/ conditions or covenants of this Lease Deed or for any misrepresentations under this Lease Deed or for occurrence/ happening/ existence of any of the Event of Default as stated in Clause 11 herein above.

12. FORCE- MAJEURE.

12.1 That in the event of force majeure i.e. if the Complex or Demised Premises or any part or the furniture, fittings, or fixtures thereof be destroyed or damaged or affected or impaired by fire, earthquake, tempest, flood, lightning, violence or any army or mob or enemies of the country or act of terrorism or by any other irresistible force so as to render the Demised Premises unfit for the purpose of tenancy of the Lessee, the Lessor shall rectify all minor damages within 10 (ten) days and major damages at the earliest depending upon the nature and extent of repairs required, but in no case later than



30 (thirty) days and put the Demised Premises and/or the furniture, fittings, or fixtures thereof in its original state and condition to the satisfaction of the Lessee. For the said period i.e. from the occurrence of the force majeure event till the time the repair/ rectification is conducted to the satisfaction of the Lessee, the Lessee shall not be liable to pay any Lease Rental or any other charges/ outgoing under this Lease Deed.



12.2 It is specifically agreed and understood that if the Lessor is unable to rectify / repair the defects caused by the force majeure within the period specified above, to the satisfaction of the Lessee, which shall be final and binding, notwithstanding anything contained in this Lease Deed, without prejudice to any other right or remedy available to Lessee under law or this Lease Deed, the Lessee shall have the right to terminate the Lease Deed after giving 15 (fifteen) days' notice.

12.3 From the date of such termination the Lessee shall be relieved from all of its liabilities, duties, performances under this Lease Deed and the Lessor shall forthwith return/ refund the entire amount of Security Deposit in terms of Clause 6 herein above.

12.4 It has been further agreed between the Parties, that in case the Demised Premises is closed as a result of lockdown declared by the Central/State Government due to any epidemic/pandemic, wherein the Lessee is unable to operate from the Premises, in that eventuality, the Lessee shall pay 50% (fifty percent) of the Lease Rent for the impacted period

13. SALE OF THE DEMISED PREMISES.

Lessor shall have the right to transfer the ownership of the Demised Premises, by virtue of the sale of or otherwise, the Lease Deed. The Lessor shall ensure that the Lease Deed executed between the Parties shall mandatorily form a part of the proposed sale transaction / sale deed. Lessor shall ensure that the fact of existence of the Lease Deed executed between the Parties shall be communicated to the proposed buyer by Lessor and the proposed buyer/successor shall step into the shoes of Lessor herein. Lessor shall further ensure that that the proposed buyer/successor shall provide a written confirmation to the effect of endorsement of the Lease Deed and that the proposed buyer/successor shall be responsible for all obligations of Lessor herein including refund of IFRSD. In case of breach of the aforesaid condition by Lessor, Lessee shall be entitled to claim specific performance of the contract against Lessor and the proposed buyer/transferee and Lessor and the proposed buyer shall, jointly and severally, be liable for breach of this condition.

14. INSPECTION

The Lessor or its designated representatives shall have the right, from time to time, during normal business hours on any working day, to enter the Demised Premises, with prior notice in writing of at least 24 (twenty four) hours to the Lessee, except in case of an emergency, for the purpose of inspection, provided that such entry shall not in any way interfere with or impede the operations of the Lessee.

Beauvilla Realestate Technologies LLP

Nand - Malhan

Partner
Page 10 of 15

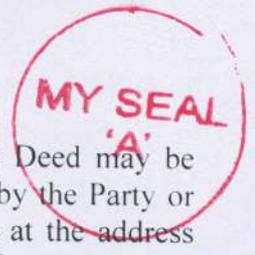
174 MAR 2024

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Kolkata

5. **NOTICES**

Any notice, demand or other communication to be served under the Lease Deed may be served upon any Party only by facsimile transmission on numbers provided by the Party or registered speed post with acknowledgement due or through courier service at the address mentioned below, or at such other address or number as it may from time to time be notified in writing to the other Party.



16. **ENTIRE AGREEMENT AND MODIFICATION**

The Lease Deed constitutes the entire agreement between the Parties and revokes and supersedes all previous LOI's / agreements between the Parties, if any, concerning the matters covered herein whether written oral or implied. The terms and condition of the Lease Deed shall not be changed or modified except by written amendments duly agreed between the Parties.

17. **SIGNAGE**

Lessee shall be entitled to put the name plate of its Corporate Identity at a designated location in the Demised Premises. The Lessor shall provide additional free space, to the extent of 01 (one) signages to the Lessee for putting up signage and other advertising material as the Lessee may deem fit without payment of any additional cost to the Lessor. The Lessor shall render full co-operation and sign all applications, documents, if so, required in connection with obtaining any permission/clearance from the concerned governmental authority for the said purpose.

18. **MISCELLANEOUS**

18.1 **Electricity** –The Lessor agrees that it shall provide the Lessee with 15 KVA electricity connection in the name of the Lessee, throughout the Lease Term. In case Lessee requires load enhancement then the Lessor shall provide the same without any additional cost. The Lessee shall be liable to pay for the electricity consumption as per actual reading recorded through the said electricity meters installed in respect of the Demised Premises.

18.2 **Water** - The Lessor hereby agrees to provide water connection for the Demised Premises along with a provision of storage tanks of at least 10,000 Liters capacity. The Parties agree that the Lessee shall not be liable to pay any connection charge for the provision of such connection and storage tanks. Water consumption charges shall be payable by the Lessee as per a separate meter installed for the Demised Premises by the Lessor at the cost of the Lessor and shall be payable as per charges levied by the (*concerned governmental authority*).

18.3 **Fire-fighting equipment** - The Lessor confirms that the Complex has been provided with a fire fighting and fire detection system and necessary equipment in accordance with applicable National Building Code. The Lessor shall maintain such system and equipment throughout the Lease Term. If due to the requirements of any Applicable Laws or any subsequent modifications or amendments therein, any additional fire safety measures are required to be taken or any further firefighting system and equipment are required to be installed in respect

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Nawal - Malhotra

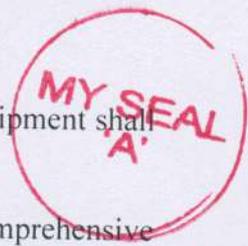
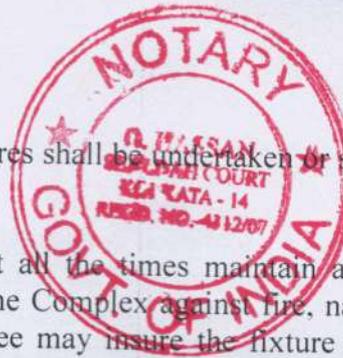
Page 11 of 15

14 MAR 2024

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Govt. of India
Sealdah Court
Kolkata

Pran Kumar

of the Complex, then such measures shall be undertaken or such systems and equipment shall be installed by the Lessor.



- 18.4 **Insurance** - The Lessor shall at all the times maintain at its own cost a comprehensive Insurance policy, insuring only the Complex against fire, natural calamities like earthquake, flood, storm, riots etc. The Lessee may insure the fixture and fitting installed by it in the Demised Premises at its own cost and the Lessor will be in no way responsible or liable for any loss or damage to furniture, fixtures or equipment of the Lessee, except where such loss or damage has occurred due to the Lessor's omission/breach or misconduct. Lessee may in its sole discretion may obtain insurance of stocks, products, workmen, visitors and customers against all risks.
- 18.5 **Taxes** - Any levies in property tax/ cess / charge imposed by the concerned governmental authority as may be applicable to the Demised Premises during the Lease Term including during renewal shall be borne by the Lessor.
- 18.6 **Keys** - Licensor undertakes to handover keys (original as well as duplicate) of the locks of the Demised Premises to the Licensee and not retain any copy of the same. Licensee in its sole discretion shall be entitled to change locks of the Demised Premises at its own cost and expense and in such a scenario Lessee shall handover locks & keys previously installed in the Demised Premises to the Lessor.
- 18.7 **Sign Board** - Lessee shall be entitled to put the name place of its Corporate Name / Identity at the specified location outside the Demised Premises/Complex/Property.

19. **RELATIONSHIP BETWEEN THE PARTIES**

- 19.1 No provision of the Lease Deed shall be deemed to constitute a partnership or joint venture between the Parties.
- 19.2 No provision of the Lease Deed shall constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of any other Party.
- 19.3 No person employed by either Party for the performance of its obligations under the Lease Deed shall be deemed to be an employee of the other Party. Each Party shall be responsible for the payment of all salaries, employment benefits, etc. with respect to all persons who are engaged by it for the performance of any obligations under the Lease Deed and such person shall not be entitled to any salary benefit or any other claim whatsoever from or against the other Party. Each Party shall indemnify the other against any such claims made by any such person to or against the other Party.

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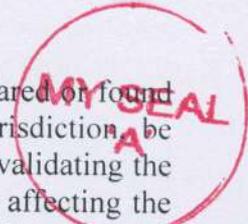
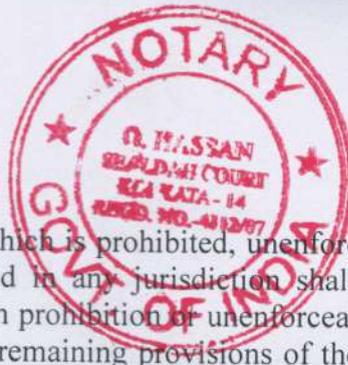
Nawal - Mahesh

Partner

14 MAR 2024

Arun Kumar





20. **SEVERABILITY**

Any provision of the Lease Deed which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of the Lease Deed or affecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alters the commercial terms and conditions of the Lease Deed, the Parties shall negotiate in good faith to amend and modify the provisions and terms of the Lease Deed as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same commercial terms, covenants and conditions as were there in the Lease Deed prior to such prohibition or unenforceability.

21. **WAIVER**

21.1 The failure of any Party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of the Lease Deed shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of the Lease Deed or the rights and obligations of the Parties. The Parties acknowledge that a waiver of any term or provision hereof can only be given by a written notice issued by each Party.

22. Any express waiver by either Party of any default by the other Party shall not constitute a waiver of any other default by the defaulting Party or a waiver of any of the non-defaulting Party's right.

23. **COSTS**

Save as expressly otherwise provided in the Lease Deed, each of the Parties shall bear their own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and performance of the terms, covenants and conditions of the Lease Deed and any other agreement incidental to or referred to in the Lease Deed.

24. **COUNTERPARTS**

This Deed may be executed in one (1) original and one (1) counterpart. The original Deed shall be retained by the Lessee, and the certified true copy shall be retained by the Lessor.

25. **GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION**

25.1 In the event any dispute arises between the Parties out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall endeavor to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall

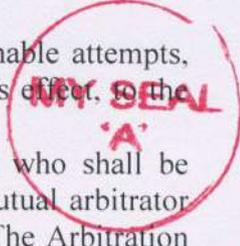
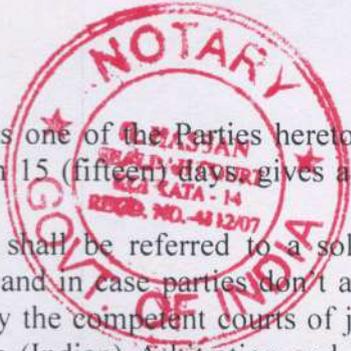
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Naval Malhotra

Page 13 of 15 Partner **14 MAR 2024**

Arun Kumar Das



be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 15 (fifteen) days gives a notice to this effect, to the other party in writing.

- 25.2 In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be mutually appointed by the Company and in case parties don't agree for a mutual arbitrator then the appointment shall be done by the competent courts of jurisdiction. The Arbitration proceedings shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in Kolkata, India and the language of arbitration shall be English.
- 25.3 This Agreement shall be governed and interpreted in accordance with Indian laws and the Parties submit to the jurisdiction of the courts at Kolkata, India.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:

| | |
|---|----------------------------------|
| For Lessor Beauvilla Realestate Technologies LLP | For Lessee Arun Kr Das |
| Beauvilla Realestate Technologies LLP <i>Navneet Makharia</i> Partner | <i>Arun Kumar Das</i> |
| [Navneet Makharia] Partner | Arun Kr Das |
| <u>In the presence of:</u> | <u>In the presence of:</u> |
| Witness: 1 | Witness: 2 |
| Name & Address : | Name & Address |

Identified By Me
R.K. Mondal
Advocate

14 MAR 2024