



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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LEASE DEED

This DEED OF LEASE executed at KOLKATA on the 1st Day of AUGUST 2019 at KOLKATA.

BETWEEN

M/s. KAIROS SYSTEMS PRIVATE LIMITED, incorporated on 17/08/2016 as per Company Act, 2013 registered with ROC- Kanpur having PAN: AAGCK2596N & CIN: U64120UP2016PTC085693 by his authorized representative, Ekta Verma (Director of the Company) hereinafter referred to as the first part "LESSOR" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators and/or representatives.)

AND

M/s KRPASINDHU BANERJEE holding PAN No. AIKPB6436F, , residing at BD 239, Sector-1, Saltlake, North Parganas, West Bengal-700064, hereinafter referred to as the "LESSEE" (which expression shall, where the context so requires or admits, mean and include, its successors -in-title and assigns) of the Second Part.

Kairos Systems Pvt. Ltd.
Ekta Verma
Director / Auth. Signatory

Banerjee

WITNESSES AS FOLLOWS:-

1. WHEREAS the LESSOR is sufficiently entitled to let out property situated at Suite No 801-E, CN-8/2, 8th Floor, Sector-V, Salt Lake City, Kolkata-700091, West Bengal, India, in the building known as "SIDCO GLOBAL TOWER".

WHEREAS the Party to the First Part converted the said office in 5 different chambers naming 801A, 801B, 801C, 801D & 801E. WHEREAS the party to the Second Part verbally approached to the party to the First Part to lease out one of the Chamber i.e. Chamber No 801E having area of 50 square feet out of the Five Chambers of said property situated at "SIDCO GLOBAL TOWER", lying and situated at Suite No. 801, 8th Floor, Block-CN, Plot No-8/2, Sector-V, Salt Lake City, Kolkata-700091, West Bengal, India, for official purpose.

2. WHEREAS the LESSOR has agreed to give on lease the schedule premises to the LESSEE for a term of 11 months and the parties hereto are desirous of recording the terms and conditions agreed between them.

NOW THIS DEED OF LEASE WITNESSES AS FOLLOWS:

That in consideration of the rents agreed to be paid by the LESSEE as set out in this DEED of lease and the LESSEE agreeing to comply with the covenants and conditions mentioned herein, the LESSOR hereby grants by way of lease to the LESSEE the SCHEDULE PREMISES or LEASE PREMISES, for a period of 11 months subject to following terms and conditions:

1. **RENT AND MAINTENANCE:** The lease rent payable by the LESSEE to the LESSOR for the schedule premises of Room no 801-E aggregating total rental of Rs. 5000/- [Five Thousand Only] per month inclusive of Electricity and Maintenance Charges. GST if applicable by the Government shall be extra and shall be borne by the Lessee as per the prevailing market rate. TDS [tax deductible at source] shall be deducted by the Lessee as per Government regulations. The LESSEE will provide to the Lessor Form 16B for TDS deductions promptly.

1.1. The lessee shall pay the rent regularly to the LESSOR on or before the 10th day of every month in advance.

1.2 The Electricity Charges will be paid by the Lessee directly to the KAIROS SYSTEMS PRIVATE LIMITED on proportionate basis as per actual bill of WBSEDCL quarterly from the date of Commencement of the Lease to the date of termination of the Lease.

1.3 There shall be a rent increment of 10% per annum for every completed year of tenancy.

Kairos Systems Pvt. Ltd.

Ekta Verma

Director / Auth. Signatory

[Handwritten Signature]

1.4 GST: Applicable on Reverse Charge

2. **DURATION:** The duration of the lease in respect of leased premises shall be for 11 months commencing from the "1st Day of August, 2019 ".The lease can be further renewed for maximum period of 3 Years with an annual escalation of 10%, by entering into a fresh rental agreement.

3. **ESCALATION:** There shall be a rent increment of 10% per 12 (Twelve) months.

4. **LOCK-IN-PERIOD** -Subject to the Lessor not having committed any breach of any of the terms of this Lease, the Lessee shall not be entitled to terminate this Lease for the period of 12 months. If termination is initiated by the Lessee within the lock in period, the Lessee shall be liable to pay the rent for the remaining months of the lock in period. The interest free Security Deposit paid by the Lessee to the Lessor will be refunded, after deducting rent and maintenance and any electricity dues as applicable and cost of loss/damages to the Scheduled property. If the Lessee does not propose to renew the Lease after the expiry of the period of 12 months, then in that event, the Lessee shall before the expiry of the said period of 12 months give three months, advance notice in writing to the Lessor of its intention to terminate this Lease and on the expiry of the period of the notice, the Lease shall come to an end. After the expiry of the said period of 12 months, the Lessor if they so desire will be entitled to terminate these presents without assigning any reasons by giving three months' advance notice in writing to the Lessee. After the expiry of the said period of the notice, the Deed of Lease shall automatically come to an end and the Lessee shall quit, vacate and handover quiet, vacant and peaceful possession of the Schedule Premises to the Lessor in the same good order and condition as they were at the time of entering into these presents (reasonable wear and tear excepted);

5. **INTEREST FREE SECURITY DEPOSIT:** This Lessee will pay of Rs 15,000/- (Fifteen Thousand only) towards the Security Deposit at the time of possession of premises.

This Security Deposit shall not bear any interest and the same shall be refunded by the Lessor to the lessee on peaceful vacation of the premises, after adjusting dues, or refund of security deposit by deductions in rent, pending dues or any other charge and claims towards damages, lock-in-period, etc.

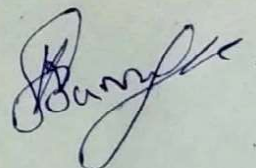
6. **MODE OF PAYMENT:** All rental payments shall be made by bank transfer or cheque by the Lessee to the Lessor on or before the 10th Day of every month.

7. **RENEWAL:** The lessee hereby agrees that any further renewal of the lease agreement shall be only at the discretion of the Lessor and Lessee.

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8. PAYMENT OF TAXES: The owner shall bear and payment of Property Tax, any other Municipal Taxes, Penalties, Rates, Taxes and cess in respect to the said commercial property at SIDCO GLOBAL TOWER, premises during the period of lease.

9. ELECTRICITY AND MAINTENANCE CHARGES: The LESSOR will be liable to pay the electricity and maintenance charges as may be raised effective from 1st August, 2019 till the termination of the lease, from time to time and that the said amount will be paid without any default by the LESSOR.

10. USE OF PREMISES: The LESSEE shall be permitted to use the lease premises for running of their office only.

10.1. The LESSEE shall not in any manner carryout any business of sale/service of any kind of alcoholic beverages of business of or related to gambling or running of video game parlour or any unlawful, immoral, illegal or dangerous activity in the leased premises.

10.2. The LESSEE shall not store any inflammable items without fully implementing safety regulations required for the said purpose.

11. ALTERATION OF EXISTING INTERIORS: The Lessee is at liberty to put up only temporary partitions inside the Scheduled Premises as may be required for its use for running of a office. Such partition which may be put-up by the Lessee shall be at its cost and risk only. The lessee shall take care to see that no damage of any nature is caused to the existing building.

12. BAR ON SUB-LETTING: The lessor has no right to sub-let the premises to any person or companies.

13. REPAIRS AND MAINTENANCE: The LESSEE shall maintain at their cost the scheduled premises in a state of good repair and take care of minor repairs. The LESSOR shall take care of any major repairs to the schedule premises which may in the nature of structural repairs, major leakage of repair, seepage, bursting of sanitary pipes, etc.

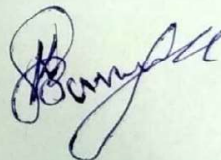
14. INSPECTION: The LESSOR or his authorized agents shall have the right to enter upon and inspect the leased premises at all reasonable hours on any working day after giving 24 hours notice to the LESSEE.

15. SALE: In the event of the LESSOR disposing of the schedule premises other than to the LESSEE, then in that event, such of the schedule premises shall be subject to the leasehold rights of the LESSEE, and the LESSOR shall inform such purchase of the leasehold rights of the LESSEE herein and the LESSEE shall then be required to

Kairos Systems Pvt. Ltd.

Shilpa Verma

Director / Auth. Signatory



pay the lease rent to the new owner. The terms and conditions of this lease shall continue to bind the LESSEE and the new landlord/s.

16. **INSURANCE:** The LESSEE may if it wants, insure all its equipment's furniture, fixtures belonging to the LESSEE in the schedule premises at their cost. In the event of the LESSEE installing any device, equipment which is in the nature of being inflammable and likely to cause damage to the structure or the schedule premises, the LESSEE shall then insure the schedule premises at its cost and keep the same renewed till the termination of the lease. The LESSEE shall every year, furnish a copy of such insurance policy premium receipt.

17. **AFFIXING OF BOARDS:** The LESSEE will be entitled to affix a board of their company within the schedule premises at the place designated by the LESSOR / SIDCO GLOBAL TOWER for putting up name plates in the building as per the rules. The LESSEE shall not be permitted to put any boards / hoarding / graffiti / advertisement material which will affect the other occupier's area of use or any other place other than set out in clause above.

18. **TERMINATION OF THE LEASE:**

a. By efflux of time

b. In the event of the LESSEE committing any breach of any of the terms of this lease or defaults in payment for more than 3 months, then in that event the LESSOR shall give notice of such default by the LESSEE, and the LESSEE must, within 15 days of the receipt of such notice rectify such default failing which the lease will stand terminated and the LESSEE shall hand over and deliver vacant possession of the schedule premises to the LESSOR and the LESSOR will have the right to resume possession of the schedule premises, subject to clause 4 and 5 above. The Lessor shall however be allowed to deduct the rental for the remainder of the Lock-in-period from the Security deposit.

c. In the event of the LESSEE being declared insolvent or the company ordered to be wound up for any reason by any court or direction and / or liquidator / receiver being appointed, this lease shall stand terminated and the LESSOR shall become entitled to vacant possession of the schedule premises and to resume possession as the benefit of this lease is not available to any third party. However this clause will not have application in the event of merger as the LESSEE being a company in which the LESSEE may be part, or the LESSEE's company going public.

d. The LESSEE may if they so desire terminate this lease after giving three months advance notice in writing its intention to terminate the lease after the lock-in-period of 12 months. If termination is initiated by the Lessee within the lock in period, the Lessee shall be liable to pay the rent for the remaining months of the lock in period.

Kairos Systems Pvt. Ltd.

Ekta Verma

Director / Auth. Signatory

[Signature]

The interest free Security Deposit paid by the Lessee to the Lessor will be refunded, after deducting rent as applicable, any and cost of loss/damages to the Scheduled property.

e. In the event the Lessor wants to terminate the agreement, the lessor shall give a written notice of 3 months in advance for the Lessee to vacate the office after the lock in period of 12 months. The LESSEE agrees that the LESSOR shall upon termination of the lease in any of the circumstances; the LESSOR shall be entitled to resume possession of the schedule premises.

19. LESSOR CONVENANTS: That the LESSOR is the absolute possessor of schedule premises and that none other than the lessor has any right, title, interest of share therein.

19.1. The LESSOR has not entered into any agreement / arrangements for sale / development / lease of the schedule premises with anyone else.

19.2. That there is no bar for the LESSEE for leasing of the schedule premises.

20. RETURN OF PREMISES: The LESSEE shall on termination of lease or earlier termination of lease in terms of hereof, return the schedule premises in the same condition when taken by the LESSEE on the execution of this lease deed subject to normal wear and tear, which is expected. The Lessor shall return the security Deposit to the Lessee simultaneously while taking possession of the premises.

21. MODIFICATION / VARIATION: No charge, variation or modification of any of the terms and condition set forth therein shall be valid unless incorporated as an amendment to this lease and signed by the duly authorized representatives of both the LESSOR AND LESSEE.

22. WAIVER / FORBERANCE: The Parties hereto agree that in the event of there being any delay in or indulgence shown by either of the parties with regard to the enforcement of any of the terms of this lease, the same shall not be construed as a waiver on the part of the party showing such indulgence or tolerance and such indulgence of forbearance shall not be deemed to be waiver of the rights and the parties shall be entitled to enforce such rights without prejudice to such indulgence of tolerance shown.

23. JURISDICTION

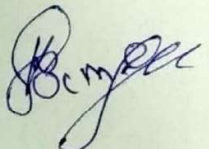
In case of disputes, only the Kolkata City Courts will have jurisdiction to conduct the dispute.

24. SEVERANCE: In the event any provision of this lease or any of the condition of them are declared by any judicial or other competent authority to be void, illegal or

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otherwise unenforceable or indications of the same are received by either of the parties from any relevant competent authority, the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties it may be severed from this lease and the remaining provision of this lease shall remain in full force and effect unless the parties decide that the effect, of such declaration is to defeat the original intention of the parties in which event the parties will decide to terminate the lease.

25. **WHOLE AGREEMENT:** The parties acknowledge that this agreement and the conditions contained in the Lease Agreement shall be construed as the whole agreement between the parties and it has not relied upon any oral or written representations due made.

26. The Lessor will have no objection for the Lessee to take all the statutory licenses required for running of the business in this premises.

SCHEDULE

Commercial premises in "Sidco Global Tower" bearing in the Suite No 801-E, Block-CN, Plot-8/2, 8th Floor, Sector-V, Salt Lake City, Kolkata-700091, West Bengal, India, constructed on the property.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS TO THIS LEASE AT KOLKATA on the day, month and year first above written:

Kairos Systems Pvt. Ltd.

Ekta Verma

Director / Auth. Signatory

LESSOR

Bangor

LESSEE

SIGNED AND DELIVERED BY THE ABOVE NAMED LESSOR AND LESSEE IN THE PRESENCE OF:

WITNESSES:

1. *Chitra Sarkar*
FD 57, 300-m, Salt Lake.

2. *Ajay Ajay*
75 Regent Place
Ranikuthi - 700040