

TABLESPACE SERVICES PRIVATE LIMITED

Letter of Intent

14th October 2022

To
BPTP International Trade Centre Limited
OT-15, 3rd Floor, Next Door,
Parklands, Sector-76,
Faridabad – 121004, Haryana

Subject: Letter of Intent (“LOI”) for leasing of premises on the 14th & 15th floors of BPTP Capital City (“Project”), Sector 94, Noida – 201301, Uttar Pradesh (“Premises”)

Dear Sir/ Ma’am,

We intend to avail the lease of the Premises for operating managed office spaces on the following broad commercial terms, which shall be further detailed by the Parties in an agreement (“Lease Deed”) to be executed by **BPTP INTERNATIONAL TRADE CENTRE LIMITED**, a company incorporated under the Companies Act, 1956, having its registered office at OT-15, 3rd Floor, Next Door, Parklands, Sector-76, Faridabad – 121004, Haryana (the “**INTENDING LESSOR**”) in favour of **TABLESPACE SERVICES PRIVATE LIMITED**, a company incorporated under the Companies Act, 2013, having its registered office at 46, Level 5, Prestige Trade Tower, Palace Road High Ground, Sampangi Nagar, Bangalore, Karnataka – 560001 (the “**INTENDING LESSEE**”).

The Intending Lessor and the Intending Lessee shall hereinafter be collectively referred to as the “**Parties**” and individually as a “**Party**”, as the context may require.

The broad commercial terms detailed in Annexure A hereunder constitute the ‘in principle’ understanding between the Intending Lessor and the Intending Lessee in relation to the proposed lease of the Premises. The representations, covenants, detailed termination provisions, indemnities and the like from the Intending Lessor and the Intending Lessee, shall be further detailed upon in the Lease Deed.

1. **Lease Negotiation Period & Lease Documentation:** The Parties will execute the Lease Deed reflecting the terms of this LOI. The Intending Lessee will, within a period of 30 (Thirty) days from execution of this LOI, prepare an initial draft of the Lease Deed consistent with the terms contained herein (including as detailed in Annexure A hereunder) as per the Intending Lessor’s standard format. The Parties hereunder confirm and undertake to execute the Lease Deed on or before 31st October 2022 or any other date as may be mutually agreed between the Parties.

2. **Technical & Legal Due Diligence:** The Parties herein acknowledge that the Intending Lessee will conduct and complete operational, technical and legal due diligence on the Building (as



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defined hereinafter) Premises within a period of 15 (fifteen) days from the execution of this LOI failing which it will be presumed that the Intending Lessee is satisfied with the rights, interest and title of the Intending Lessor in the Building. On execution of this Letter of Intent, the Intending Lessor will also provide to the Intending Lessee a copy of its fit-out guidelines (or such other similar document) for the Intending Lessee's review and consideration.

3. **Confidentiality:** The Parties agree that the existence and terms of this LOI and all related negotiations and related documentation are confidential and that no press or other publicity release or communication to any third party (*except any statutory authorities*) or the general public concerning this LOI or negotiations and documentation related to the proposed lease contemplated herein will be issued without the other Party's prior written approval, unless applicable law requires such disclosure and to the extent reasonably practicable, after the Party under such disclosure obligation notifies the other Party in writing of the legal requirement. Notwithstanding the foregoing, each Party may disclose such information to its agents, consultants, employees, legal and financial advisors with a need to know such information, provided that any such person is informed of the strictly confidential nature of such information and is bound by or agrees in writing to be bound by confidentiality restrictions at least as restrictive as those contained herein.

4. **Nature of this LOI:** The Parties acknowledge that a transaction of the type contemplated by this LOI involves terms and conditions which have not yet been agreed upon except to the extent of this Paragraph, and that this LOI is in no way intended to be a complete or definitive statement of all the terms and conditions of the proposed lease, but contemplates and is subject to the negotiation, execution and delivery of satisfactory Lease Deed. Accordingly, each Party disclaims the existence of a lease/ tenancy right based solely upon this LOI.

5. **Dispute Resolution:** If a dispute arises out of or in connection with this LOI or the Lease Deed for the performance, validity or enforceability of it ("Dispute") then, either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the Parties shall attempt in good faith to resolve the Dispute. If the Parties are for any reason unable to resolve the Dispute within 7 (seven) days of service of the Dispute Notice, the Dispute shall be submitted to arbitration as per the Indian Arbitration and Conciliation Act, 1996. The place and seat of arbitration shall be Gurgaon, and the language of arbitration shall be in English.

6. **Jurisdiction:** The Courts at Gautam Budh Nagar alone shall have jurisdiction for the purposes of this LOI and the subsequent Lease Deed to be executed between the Parties.

7. **Other Terms:**

- (i) This LOI is binding on both Parties and shall be valid for a period of 30 (thirty) days or such mutually agreed date from the date of execution of this LOI. The LOI shall be superseded by the Lease Deed to be executed by the Parties.



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(ii) The Intending Lessor shall not, during the validity of this LOI, enter into any understanding with any other prospective client for the Premises.

(iii) The Parties agree and acknowledge that this LOI is intended to be a complete, definitive, and legally binding statement of all the more significant terms and conditions of the proposed lease of the Premises, provided, however, that upon the execution and delivery by the Parties of the Lease Deed, the terms of the Lease Deed shall control. Notwithstanding the foregoing, the Parties understand that the proposed Lease Deed will contain terms and conditions generally based upon the terms as contained in this LOI, but that the proposed Lease Deed will contain additional reasonable terms and conditions which may expand upon or supplement the terms of this LOI, as shall be mutually discussed and agreed to by the Parties.

(iv) Prior to the execution of the Lease Deed, this LOI shall constitute the entire understanding and Lease Deed between the Parties concerning the proposed lease and the terms of this LOI may not be modified, revised, waived, or voided except by an express written instrument executed by both Parties. Upon execution of the Lease Deed, this LOI shall automatically terminate.

We look forward to continuing our successful working relationship with you.

For Tablespace Services Private Limited


Authorized Signatory
Name: Nikesh Bhasin
Designation: Chief Sales Officer

**Agreed and Accepted by
BPTP International Trade Centre Limited:**


Authorized Signatory
Name: Manik Malik

Authorized Signatory
Name: Joy Bhalla

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ANNEXURE A

This Annexure A outlines certain terms and conditions of the Lease Deed and certain understanding between the Parties with respect to lease of the Premises by the Intending Lessor in favour of the Intending Lessee. Capitalized terms used and not defined in this Annexure A shall have the meanings ascribed to such terms in the accompanying LOI.

S. No.	Item	Particulars
1.	Intending Lessor	BPTP International Trade Centre Limited , (CIN: U45300HR2007PLC082346), a company registered under the Companies Act, 1956, with its registered office at OT-15, 3 rd Floor, Next Door, Parklands, Sector-76, Faridabad – 121004], represented by its authorized signatories Mr.Manik Malik & Mr.Joy Bhalla
2.	Intending Lessee	Tablespace Services Private Limited , (CIN: U74999KA2020PTC138155), a company registered under the Companies Act, 2013, with its registered office at Third Floor, Bren Optimus, No. 8/2, Dr. M. H. Marigowda Road, Bengaluru – 560029, Karnataka represented by its authorized signatory Mr. Nitish Bhasin
3.	Building & Land	BPTP CAPITAL CITY, Sector 94, Noida – 201301, Uttar Pradesh
4.	Premises, Gross Leasable Area/ Super Built Up Area and efficiency	94,640 sq. ft. comprising of 14 th floor – 46,396 sq. ft. (subject to the area statements) 15 th floor – 48,244 sq. ft. (subject to the area statements) on a full floor basis, the covered area efficiency will be 65% (+/- 2% only). The leasable area shall be as per actual measurements. A joint building assessment (with representatives from the Intending Lessee and the Intending Lessor attending) shall be arranged within 7 days from the date of execution of this LOI. Post which, if in joint measurement, it is found that the actual area is less than as compared to the AutoCad shared by the Intending Lessor, then in such case, the Monthly Rent (as <i>defined hereinafter</i>) and other charges shall be reduced proportionally.
5.	Type of Agreement	The building master plan and floor plan of the Premises is attached as <u>Annexure B</u> and <u>Annexure C</u> hereto.
6.	Type of Premises Leased	Lease Agreement Warm Shell: handover condition as more fully detailed in <u>Annexure D</u> .



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7.	Lease Commencement Date and Date of Handover for Fit Outs	The Lease Commencement Date (each the "LCD/Handover Date" of the respective floor) shall be 15 th October 2022. The Intending Lessor hereby agrees to handover the Premises to the Intending Lessee on the Handover Date, on which date, the Intending Lessor shall have completed the handover conditions mentioned in Annexure D hereto, as applicable.
8.	Rent-Free Period	The period of 9 (nine) months from the LCD to the RCD (<i>defined below</i>) shall be a rent-free period.
9.	Rent Commencement Date ("RCD")	15 th July 2023 The above-mentioned RCD is subject to the Intending Lessor providing the amenities mentioned in Annexure D within the timelines mentioned therein at its own cost. In case of delay in completion of any of the amenities mentioned in Annexure D on or before the dates specified therein, the Intending Lessee shall be entitled to one day's rent free for each day of delay for the first 45 (forty-five) days of delay and two days rent free for each day of delay beyond 45 days of delay.
10.	Lease Term & Renewal	Total lease period shall be 60 (sixty) months commencing from the LCD ("Term"). The Intending Lessee shall have the sole option to renew the Lease Deed for 1 (one) additional term of 60 (sixty) months on the same terms and conditions as mentioned in the LOI, including the Monthly Rent (as escalated on date of renewal as per terms of this LOI). It is hereby clarified that in the event of renewal, if any, there shall be no lock in period for the Intending Lessee, however, the Intending Lessor shall be locked in for the entire renewal term.
11.	Lock-in Period	Lock-in Period shall mean the initial period of 36 (thirty-six) months (inclusive of 3 (three) months' notice period) from the LCD. The Intending Lessor shall be locked in for the entire Term, subject to the due compliance of all the terms and conditions of the Lease Deed by the Intending Lessee. During the Lock-in Period, the Intending Lessee shall not have the right to terminate the Lease Deed. In the event, the Intending Lessee terminates the Lease Deed during the Lock-in Period (except for reasons attributable to the Intending Lessor), or if the lease is terminated by the Intending Lessor on account of non-payment/short payment of dues or any other breach committed by the Intending Lessee, then the Intending Lessee shall pay to the Intending Lessor, the Monthly Rent which shall



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		become due and payable under the Lease Deed along with applicable taxes before vacating the Premises.																
12.	Termination	<p>The Intending Lessee shall have the right to terminate the Lease Deed after expiry of the Lock-in Period, upon giving a 3 (three) months' advance written notice, which notice may be served pursuant to the commencement of the 34th (thirty-fourth) month from the LCD.</p> <p>The Intending Lessor agrees that it shall have no right to terminate the lease except for an uncured material breach of the terms of the Lease Deed or the applicable laws by the Intending Lessee.</p>																
13.	Lease rent (warm shell) ("Monthly Rent")	INR 77.5/- (Indian Rupees Seventy Seven and Fifty Paisa) per sq. ft. per month on or before 12 th (twelfth) of every month in advance.																
14.	Interest Free Refundable Security Deposit ("IFRSD")	<p>The total IFRSD payable by the Intending Lessee to the Intending Lessor shall be equivalent to three (3) months of Monthly Rent, calculated as follows:</p> <table><tr><th>Floor</th><th>IFRSD on LOI (1 month's Monthly Rent)</th><th>IFRSD on Lease Deed (2 months' Monthly Rent)</th><th>Total</th></tr><tr><td>14th</td><td>3,595,690.00</td><td>7,191,380.00</td><td></td></tr><tr><td>15th</td><td>3,738,910.00</td><td>7,477,820.00</td><td></td></tr><tr><td>Total</td><td>7,334,600.00</td><td>14,669,200.00</td><td>22,003,800.00</td></tr></table> <p>The Intending Lessee shall in total pay INR 2,20,03,800/- (Indian Rupees Two Crores Twenty Lakhs Three Thousand Eight Hundred Eighty Only) towards interest free refundable security deposit to the Intending Lessor.</p> <p>IFRSD to be enhanced in proportion to the Monthly Rent at times of any renewals or escalations so as to ensure that the IFRSD always stands equivalent to 3 (three) months' Monthly Rent.</p> <p>The IFRSD paid under this LOI, and the Lease Deed shall be refunded to the Intending Lessee, subject to adjustments of any outstanding dues</p>	Floor	IFRSD on LOI (1 month's Monthly Rent)	IFRSD on Lease Deed (2 months' Monthly Rent)	Total	14th	3,595,690.00	7,191,380.00		15th	3,738,910.00	7,477,820.00		Total	7,334,600.00	14,669,200.00	22,003,800.00
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	<p>and outgoings payable by the Intending Lessee under the provisions of the Lease Deed, upon expiry or termination of the Lease Deed within 7 (seven) days of the handover of Premises by the Intending Lessee to the Intending Lessor in an as-is-where or in original condition, to be mutually agreed upon by the Parties. The IFRSD shall be refunded in the following manner:</p> <p>a) 2 (two) months' Monthly Rent to be paid simultaneously with the expiry or earlier termination of the Lease Deed and handover of premises in agreed condition; and</p> <p>b) 1 (one) month's Monthly Rent to be paid within 7 (seven) days from the expiry or earlier termination of the Lease Deed.</p> <p>Subject to the handover of vacant, peaceful and physical possession of the Premises in the condition as detailed above by the Intending Lessee to the Intending Lessor as mentioned above and all dues being cleared in respect of any outstanding or any outgoing charges payable by the Intending Lessee under the provisions of the Lease Deed, in the event of delay in refund of the IFRSD, an interest of 18% (eighteen percent) per annum shall be levied on the IFRSD upon the Intending Lessor from the due dates set out above until the date of actual realization of monies by the Intending Lessee.</p> <p>Notwithstanding anything contained herein, in the event this LOI does not culminate to a definitive agreement between the Parties or this LOI has been cancelled or terminated by the Intending Lessee for breach, misrepresentation, or default on the part of the Intending Lessor, the IFRSD paid by the Intending Lessee under this LOI shall be refunded immediately, in full by the Intending Lessor, without demur or deductions; and (ii) in the event this LOI does not culminate to a definitive agreement between the Parties or this LOI has been cancelled or terminated by the Intending Lessor for any breach, misrepresentation or default on the part of the Intending Lessee of this LOI, the Intending Lessor shall have the right to forfeit the IFRSD paid by the Intending Lessee under this LOI, without any demur or cavil by the Intending Lessee.</p>
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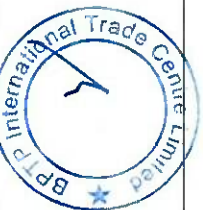
15.	Interest Free Refundable Maintenance Security Deposit ("IFMSD")	<p>The total IFMSD payable by the Intending Lessee to the Intending Lessor shall be equivalent to 3 (three) months of CAM charges and shall be payable as follows:</p> <p>a) 01 (one) month's CAM charges, at the time of execution of maintenance agreement or commencement of operations by the Intending Lessee whichever is earlier</p> <p>b) 02 (two) months' CAM charges, at the time of RCD, or commencement of operations by the Intending Lessee, whichever is earlier.</p>
16.	Car Parking	<p>The Intending Lessor agrees to provide 1 (one) covered car park for every 1000 sq. ft. leased area, at no additional cost. In the event any additional car parking spaces are available, then at the request of the Intending Lessee, the Intending Lessor may provide additional car parking spaces, at its discretion, to the Intending Lessee subject to the payment of an amount of INR 3000/- (Rupees Three Thousand Only) including maintenance per car parking space per month.</p> <p>In case the additional car parks are provided by the Intending Lessor in open space, the Intending Lessor shall provide security for the same at no additional cost.</p> <p>It is agreed by the Parties that there shall be no escalation in additional car parking charges during the Term or renewals, if any.</p> <p>The Intending Lessee shall be entitled to install its technology solutions (Including and not limited to CCTV cameras) for the car parking allotted to the Intending Lessee, as may be mutually discussed and agreed upon by the Parties.</p> <p>Car Parking layout to be shared by the Intending Lessor along with the Lease Deed. Car parking shall be equally distributed among the 3 (three) basements</p>
17.	Escalation (%)	<p>The Intending Lessee agrees and confirms that the Monthly Rent shall be escalated at the rate of 15% (fifteen percent) on the last paid Monthly Rent, every 3 (three) years effective from the LCD.</p> <p>It is clarified that the escalation is applicable on Monthly Rent and the IFRSD only.</p>
18.	Common Area Maintenance ("CAM") Charges	<p>The Intending Lessor shall be responsible for the maintenance and management of the common areas of the Building, as more fully detailed in the <u>Annexure E</u>.</p>



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		<p>The Intending Lessee shall pay full maintenance charges from RCD or the date the Intending Lessee commences operations, whichever is earlier.</p> <p>The maintenance charges shall be at actuals + 20% basis and are currently estimated to be:</p> <ul style="list-style-type: none"> • INR 21/- (Indian Rupees Twenty-One Only) per sq. ft. per month for 12 (twelve) hours) and 5.5. (five and half) day operations per week; <p>The power and water charges for the common area are included in CAM Charges.</p> <p>The Lessee shall pay the extra hour charges towards CAM charges beyond the normal business hours at the rate of cost + 20%.</p> <p><i>For the purposes of this Clause, the normal business hours shall mean 12 business hours i.e., 8AM to 8PM IST Monday to Friday and 8 AM to 2PM IST on Saturday.</i></p> <p>The Intending Lessee shall pay CAM charges at INR 13/- per square foot per month for the duration of fit-outs.</p>
19.	Power, Back up and water charges	<p>Power shall be provided at the rate of 4 W per sq. ft. of carpet area for internal office consumption (excluding air conditioning).</p> <p>Power Load of approx. ____ kva to be provided for internal office consumption, exclusive of HVAC load. The Intending Lessee undertakes to pay additional power charges at the rate of 1.2 times of the actual cost incurred for the power consumption to the Intending Lessor.</p> <p>The Intending Lessee shall pay electricity consumption charges as per bills received from the respective electricity board and running cost of the DG power back up for the Premises through DG meter at actuals, which may increase or decrease basis the prevailing prices of diesel in the District of Gautam Budh Nagar. Such running costs of power and DG consumption shall be payable at actuals from LCD.</p> <p>If the Intending sub-lessee requires additional power for the Premises, the Intending Lessor shall obtain such additional power, if available, and support with requisite documentation for the same.</p>
	Repairs	<p>The Intending Lessor agrees to carry out all repairs and maintenance of the Building, and equipment at the Building including life safety</p>



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		<p>equipment, fire pumps, elevators, shafts, etc., and all other common areas; cost of such repairs and maintenance is included under the CAM Charges.</p> <p>The cost of damages and repairs which are attributable to the actions/damages caused by the Intending Lessee or any of its representatives, visitors, contractors, assignee, licensee, sub-lessee shall be to the account of the Intending Lessee, and the Intending Lessor shall have the right to recover such cost from the Intending Lessee without any demur or cavil by the Intending Lessee.</p> <p>The Parties herein agree that from the Handover Date, the Intending Lessee shall be solely responsible for maintenance of the Premises and the cost of the same shall be exclusively and absolutely borne by the Intending Lessee without any recourse from the Intending Lessor.</p>
21.	Interior Works	<p>The Intending Lessee may make non-structural alterations/additions, interior fit-out /furnishing to the Premises, in accordance with its business needs, subject to the requirements under this Clause; and in accordance with the applicable laws and fit-out guidelines. The Intending Lessee shall submit the fit-out drawings for the Intending Lessor approval/ consent before commencing non-structural alterations/ additions, interior fit-out /furnishing to the Premises in accordance with its business needs. The Intending Lessee shall be permitted to make minor alterations in the layout as per its business needs within 4-5 working days, subject to the compliance with the local laws and façade or structural stability of the Building not being impacted.</p>
22.	Insurance	<p>The Intending Lessor agrees to procure and maintain and keep in force a comprehensive insurance cover, (Force Majeure/all natural calamities as per IRDA guidelines, such as earthquakes, floods, storms, riots, wars, terrorists' attacks) for the entire Building, including third party insurance with an approved and recognized insurance company/(ies) which would include the Building, facilities and amenities provided therein and furnish a copy of the premium receipt to the Intending Lessee on Lease Commencement Date.</p> <p>The Intending Lessee shall obtain a comprehensive insurance of all its fit-outs and equipment's installed in Premises.</p>
23.	Property Taxes and Municipal taxes	<p>All the past, present, future property tax, local levies, land taxes, municipal charges, cess and assessment and other outgoings in respect of land and Premises shall be paid by the Intending Lessor to the concerned authorities without any obligation on Intending Lessee. If the Intending Lessee is called upon by the authorities to pay the rental directly to them to recover any such out-standings, and the Intending</p>



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		Lessee acts on such directions and pays the rentals directly to the authorities, such payment will be a valid discharge of the obligations of the Intending Lessee, towards Monthly Rent under the Lease Deed.
		Taxes levied on the lease of the Premises shall be borne by the Intending Lessee.
24.	Access & Hours of Operation	The Intending Lessee will be granted the access and allowed to use the Premises and common areas by 24 hours 7 days of the week and on all days of the year through the subsistence of the Lease Deed, subject to the payment of CAM Charges as agreed between the Parties.
25.	AHU, Toilets & Lift Lobby	AHU, toilets and finished lift lobbies shall fall under the Intending Lessor's scope and be provided in accordance with the timelines specified in Annexure D . Any fit outs required in the Premises as per the requirements of the Intending Lessee, except the compliance of the handover conditions (mentioned in Annexure D), shall fall to the scope of the Intending Lessee.
26.	Signage	The Intending Lessor shall provide facade signage to the Intending Lessee's client (ie., ZS Associates India Private Limited) at no additional cost. The Intending Lessee shall submit requisite drawings for the same.
27.	Right to enter into Sub Lease/Service Agreement etc.	The Intending Lessee is in the business of building and operating offices for its clients, it is agreed that the Intending Lessee is entitled to enter into a sub-lease agreement / service agreements or any other agreement to sub lease / license or assign the Premises, during the Term, to any third party or to any of its occupier, sub-lessees, clients, tenants, member firms, subsidiaries / group companies/ affiliates / sister companies / firms / entities/ without any approval from Intending Lessor for the Intending Lessee's business operational requirements. The said service agreement shall specifically state that the said service agreement shall always be subject to the rights of the Intending Lessor under the Lease Deed and in law. The Intending Lessor shall ensure that the Intending Lessee, its employees, visitors, vendors, contractors and its prospective clients or actual clients, its sub-lessees, tenants etc. enjoy exclusive occupation and access to and usage of the Premises, 24 hours 7 days per week, for the Term (and any renewals thereof). The Intending Lessor hereby agrees and confirms that the Intending Lessee and/or its sub-lessees/clients/occupiers are permitted to use the:



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		<p>(a) address of the Premises to make applications for obtaining the requisite statutory registrations required for their business; and/or (b) Premises as their registered office or principal place of business or place of business (as the case may be), and make applications with the relevant government authorities in this regard, without obtaining any consent of the Intending Lessor.</p> <p>However, the Intending Lessee undertakes that all such statutory registrations which have been obtained stating the Premises as the registered office or principal place of business or place of business (as the case may be) shall be revised upon the expiry of or earlier termination of the Lease Deed, so that the Premises no longer remains the registered office or principal place of the Intending Lessee and/or its sub-lessees/clients/occupiers. The Intending Lessee hereby agrees to indemnify the Intending Lessor in case of any loss, claim or damage suffered by the Intending Lessor in this regard.</p>
28.	Escrow Account	<p>The Parties agree to open an escrow account, to be operated at the instruction of the Intending Lessee. The Intending Lessee shall cause all rental receivables generated from the Premises to be deposited with an instruction to the escrow agent that the money so deposited in the said escrow account shall be first appropriated towards Monthly Rent before such amount can be utilized for any other purpose.</p> <p>The Parties incorporate provisions in the Lease Deed to give effect to the above.</p>
29.	Transfer of title of Intending Lessee	<p>In the event the Intending Lessee merges, amalgamates or transfers its business/assets to any entity on account of any merger, amalgamation, the Lease Deed shall be terminated forthwith and a fresh lease on the same terms and conditions shall be entered into with the new entity by the Intending Lessor at the cost and expense of Intending Lessee, subject to compliance of the terms of this LOI and/or Lease Deed, however, only for the balance Term. Such fresh lease deed shall be subject to the Intending Lessor's prior written consent (which consent shall not be unreasonably withheld) in case such merger/amalgamation is not with an affiliate/subsidiary of the Intending Lessee but with a third party entity.</p>
30.	Sale – Mortgage, Subordination and Non-Disturbance	<p>The Intending Lessor confirms and agrees that the Intending Lessee's rights under the Lease Deed shall not be disturbed and affected by any existing or future mortgages or encumbrances or lien with respect to the Premises during the entire period of lease or any extensions thereof.</p>



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31.	Legal Due Diligence	<p>The Intending Lessor has already provided to the Intending Lessee and its consultants and attorneys, copies of the relevant documents as may be available with the Intending Lessor to conduct the due diligence of the Building. The Intending Lessee confirms to complete the diligence process, at its own cost and expense, within a period of 15 (fifteen) days from the execution of this LOI, failing which it will be presumed that the Intending Lessee is satisfied with the rights, interest and title of the Intending Lessor in the Building. It has been agreed between the Parties that in the event, any discrepancy is found in the documents, the Intending Lessor shall cure the same within a period of 7 (seven) days or such period as may be required under applicable law, failing which the Intending Lessee shall have the right to terminate this LOI at its sole discretion and the IFRSD paid to the Intending Lessor shall be refunded simultaneously with the termination by the Intending Lessee, without any demur or interest.</p>
32.	Legal Title, statutory permissions and Compliances	<p>The Intending Lessee will conduct and complete operational, technical and legal due diligence on the Building (<i>as defined hereinafter</i>) / Premises, including the review of the required permissions, approvals, registrations etc. including but not limited to Fire NOC, Lift NOC, completion certificate, occupancy certificate, approvals for power, water connections, use of DG (not exhaustive), title diligence report etc., within a period of 15 (fifteen) days from the execution of this LOI (subject to Clause 31 above), failing which it will be presumed that the Intending Lessee is satisfied with the rights, interest and title of the Intending Lessor in the Building. On execution of this LOI, the Intending Lessor will also provide to the Intending Lessee a copy of its fit-out guidelines (or such other similar document) for the Intending Lessee's review and consideration.</p> <p>The Intending Lessor agrees that all requisite approvals pertaining to the said Premises would be kept valid throughout the subsistence of the Lease Deed and shall be in full force and all the applicable fee, taxes, cess etc. in relation thereto and with respect to the Premises shall be paid by the Intending Lessor from time to time, subject to the fee agreed to be paid by the Intending Lessee under this LOI and / or the Lease Deed.</p> <p>The Intending Lessor agrees to, during the Term of the Lease Deed and/or LOI, to indemnify the Intending Lessee, its officers and directors, and hold them harmless from or against all claims or demands due to dispossession of the Premises by the Intending Lessee, on account of the acts solely attributable to the Intending Lessor, subject to a maximum</p>



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		aggregate liability of the amount equivalent to the cost of fit-outs incurred by the Intending Lessee on the premises.
33.	Force Majeure	<p><u>Definition of Force Majeure and discharge of liabilities:</u> Neither Party shall be liable for its failure to perform or fulfil any of its obligations to the extent that its performance is delayed or prevented, before or after the commencement of the lease, in whole or in part, due to acts of God, floods, cyclones, earthquakes, fires, wars, riots, lockdown (partial or complete)strikes (unless caused by the acts or omissions of the Parties), orders of governmental or other statutory authorities, national emergency, or any other similar causes beyond the reasonable control of the party affected ("Force Majeure").</p> <p><u>Notice:</u> The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an event of Force Majeure.</p> <p>Notwithstanding anything to the contrary contained in this LOI/ Lease Deed, it is clarified that the Intending Lessee shall not be required to pay Monthly Rent stipulated in this LOI/ Lease Agreement or any portion thereof during the continuance of the event of Force Majeure. Notwithstanding the foregoing, upon the occurrence of a Force Majeure Event, the Intending Lessee shall continue to be liable to pay the electricity and other utilities if the computer servers, power, HVAC) continues to be in use in the Premises during the Force Majeure Event.</p> <p>In the event the Intending Lessee is prevented from using the Premises, at any time during the Term, as a result of an occurrence of epidemic or pandemic related lockdown, then in that event, the Parties shall continue to comply with the terms and conditions of the Lease Deed, save and except obligation towards payment of Monthly Rent by the Intending Lessee.</p>
34.	Intending Lessor's representations and warranties	<p>The Intending Lessor:</p> <p>a) has valid leasehold rights to the Premises;</p> <p>b) enjoys the uninterrupted, quiet, peaceful, vacant and legal possession of the Premises without any interference whatsoever;</p> <p>c) the Premises is free from any encumbrances which may adversely affect the Intending Lessee's peaceful occupation of the Premises;</p> <p>d) all necessary and applicable statutory approvals permissions with respect to the construction of the Premises and for the completion of the Premises have been validly obtained by the Intending Lessor, including but not limited to Occupancy Certificate, Fire NOC, CEIG approval and Consent for Operations;</p>



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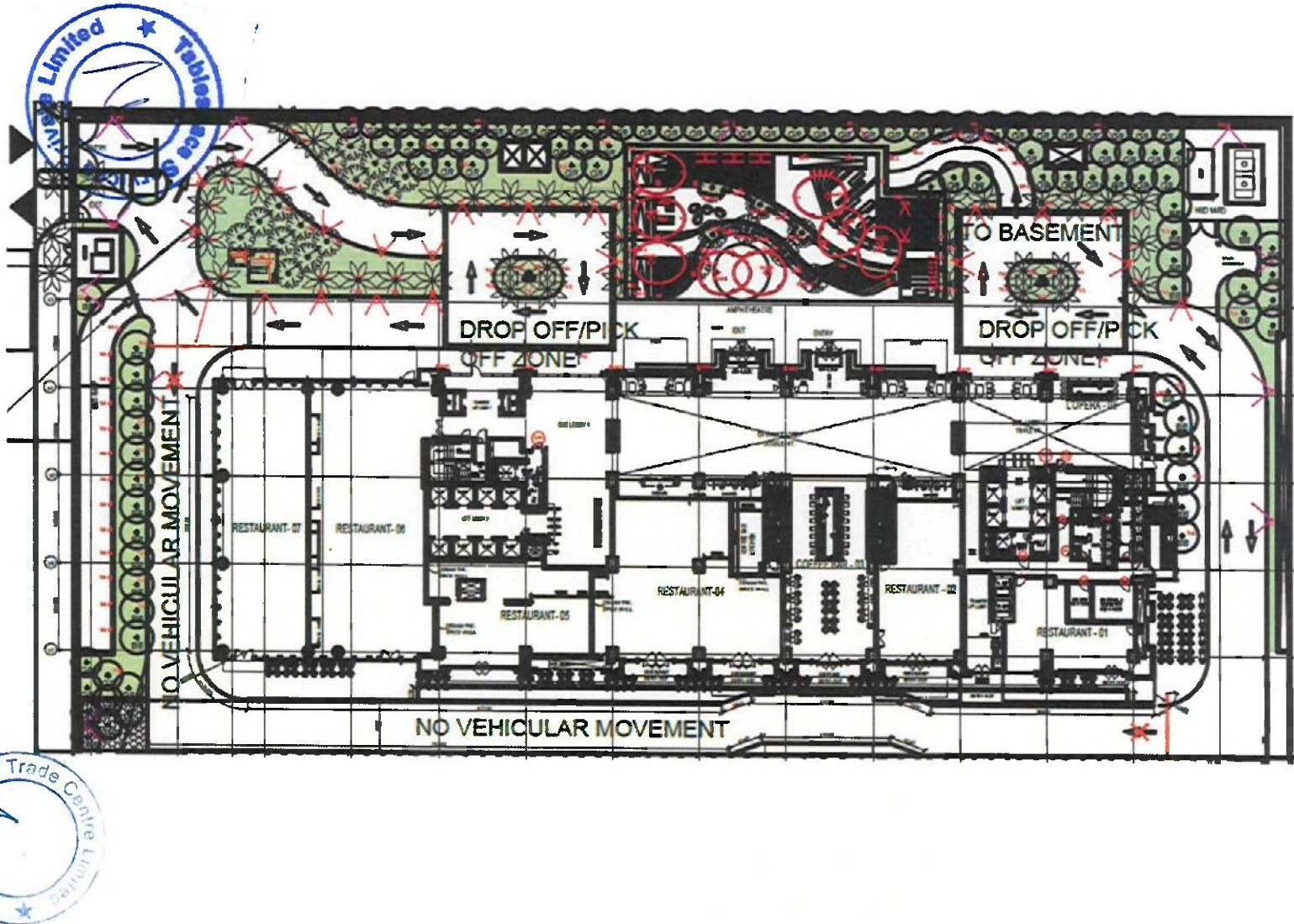
		e) all the required permissions, approvals, registrations etc. as may be applicable and required from any relevant authorities would be taken and kept valid throughout the subsistence of the Lease Deed; f) Intending Lessor is authorized to enter into the Lease Deed; and g) Intending Lessor has obtained all applicable approvals and permissions to execute the Lease Deed.
35.	Stamp duty and registration charges	<p>The Intending Lessee shall be liable to bear and pay the entire cost of statutory charges and incidental charges payable on the Lease Deed and this LOI including the amount of the stamp duty, registration fee, etc. Each Party shall bear its own legal fee.</p> <p>The Lease Deed shall be registered within a period of 120 (Ninety) days of its execution. It is further agreed that the Lease Deed will be executed in 1 (one) original and 1 (one) counterpart, and the original duly registered Lease Deed shall be retained by the Intending Lessor and the counterpart of the duly registered Lease Deed shall be retained by the Intending Lessee.</p>



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Annexure B

Master Plan of the Building



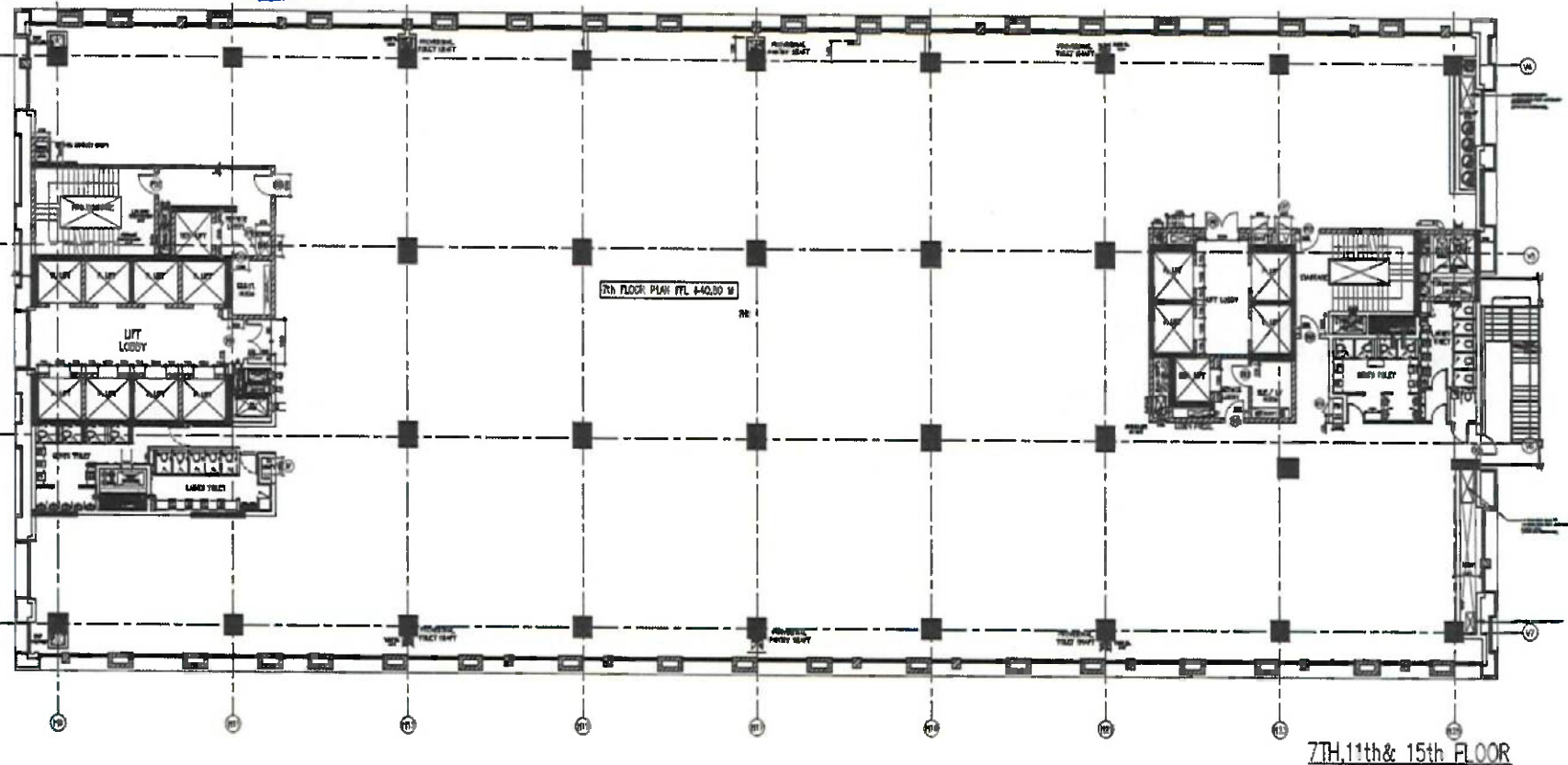
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Annexure C
Floor Plan



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Annexure D

Handover Conditions

- AHU – 75 days from date of agreement between the parties on the CFM Capacities
- Washrooms – 75 days from date of execution of this LOI
- Lift lobby –75 days from date of execution of this LOI
- Dedicated 50 seats in the cafeteria (for the client of the Intending Lessee)



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Annexure E

Indicative Scope of Maintenance

1.1 **Maintenance Services"** shall mean and comprise of the following:

1.1.1 **Common Areas Maintenance (CAM) Services:** These shall comprise of operation and maintenance of common areas of the site and its structure, MEP services including electric sub-station connected with the supply of electrical energy to all unit owners of the Project and other electrical & mechanical equipment/systems, HVAC, fire detection and protection, communication and CCTV, housekeeping and façade services, washroom areas, physical and electronic security and common facilities for the Project.

1.1.2 **Electrical Supply and Distribution:** The operation and maintenance of single point bulk supply electricity connection from the State Electricity Board or any other nominated agency by the State governing body and distribution of electrical energy

1.1.3 **Operation & Maintenance Services located within the Project:** These shall comprise of operation and maintenance of electric sub-station, HVAC systems, pump(s), fire-fighting room(s), transformer(s), DG set(s), water tank(s) and other electro-mechanical services in the Project.

1.1.4 **Open Area Maintenance Services:** These relate to operation and maintenance of open spaces within the boundary wall of the Project, such as, general maintenance of compound wall, landscaping, electrification of the plot, water supply, sewerage, roads, paths and other services.

1.1.5 **Operation and maintenance of all elevators and HVAC systems installed, and making the same available for use of the Intending Lessee, except to the extent of interruption caused due to mechanical/equipment defect or electrical failure or for reasons beyond the control of maintenance agency.**

1.1.6 **Operation and maintenance of car parking space in the Project.**

1.1.7 **The general watch and ward of the Project shall comprise of general security inside the Project. For this purpose, maintenance agency through its security provider agency will be free to regulate entry into the Project. The security of the Project does not include any loss or damage to men, material, belongings or assets located within the Unit and/or in the common areas which shall solely be the responsibility of the Intending Lessee.**

1.1.8 **Garbage collection and waste management facilities for the Project from a designated point, as ascertained by maintenance agency and as per the norms laid by the applicable Government authority including any amendments thereto.**

1.1.9 **Insurance of entire structure(s) and common plants & equipment in the Project:** The insurance of the shell structure of the Premises and plant and machinery in the Project. The Intending Lessee shall not do or permit to be done any act or thing which



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may render void or voidable, insurance of any building or any part of the building or cause increased premium to be payable in respect thereof.

1.1.10 Attending to all day to day maintenance related repairs of common areas in the Project, provided that the same is not necessitated due to any negligence or action or omission on the part of the Intending Lessee.



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