



INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Signature:

ACC NAME ASHOK KUMAR SHARMA
ACC Code UP14004604 ACC NOIDA U.P.
M. 8508070325 Licence No. 56/1997
Tahsil: GATE, Dist: GATE

Certificate No. : IN-UP69150865682634U
Certificate Issued Date : 17-Aug-2022 05:40 PM
Account Reference : NEWIMPACC (SV)/ up14004604/ NOIDA/ UP-GBN
Unique Doc. Reference : SUBIN-UPUP1400460430534524594234U
Purchased by : TABLESPACE SERVICES PRIVATE LIMITED
Description of Document : Article 35 Lease
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : BPTP INTERNATIONAL TRADE CENTRE LIMITED
Second Party : TABLESPACE SERVICES PRIVATE LIMITED
Stamp Duty Paid By : TABLESPACE SERVICES PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Please write or type below this line

LEASE AGREEMENT

This Lease Agreement together with all the annexures and schedules ("Lease Agreement") is made and entered into at Noida on this 17th day of August 2022:

BY AND BETWEEN

BPTP INTERNATIONAL TRADE CENTRE LIMITED (CIN U45300HR2007PLC082346 and PAN AAGCA6120N), a company incorporated under the Companies Act, 1956 having its registered office at OT-14, Third Floor, Next Door, Parklands, Sector-76, Faridabad – 121004 through its Authorized Signatory's Mr. Manik Malik & Mr. Joy Bhalla ("Lessor", which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors and permitted assigns) of the **FIRST PART**;

AND

TABLESPACE SERVICES PRIVATE LIMITED (CIN U74999KA2020PTC138165 and PAN AAICT0713G), 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 – 560001 through its Authorized Signatory Mr. Nitish Bhasin ("Lessee", which expression, unless

For BPTP International Trade Centre Ltd.

Director/Authorised Signatory

Nitish Bhasin

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.stampstamp.com or any discrepancy in the details on this Certificate and as available on the Stamp Mobile App of Stock Holding Corporation of India Ltd. is invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority

repugnant to the context, shall mean and include its successors, legal representatives, administrators, executors, nominees and permitted assigns) of the **SECOND PART**.

The Lessor and the Lessee are hereinafter separately referred to as a '**Party**' and collectively referred to as the '**Parties**'.

WHEREAS:

- A.** The Lessor has the lease hold right and is in possession of the land admeasuring 85672.17 square meters bearing plot no. 02 situated in Sector 94, District Gautam Budh Nagar, Noida, Uttar Pradesh ("**Land**"). The Lessor had acquired the long-term lease hold rights on the Land from New Okhla Industrial Development Authority ("**NOIDA**") vide a registered lease deed dated 09.02.2009 registered as Document No. 253 on 09.02.2019 in Book No. 1, Volume No. 1491 at pages 207 to 238 before Sub-Registrar III, Noida for development of the Land into a commercial complex.
- B.** The Lessor is in the process of completing a mixed-use complex known as 'Capital City', consisting of offices, shops and residential units, in various multi storied buildings on the Land ("**Property**") in accordance with the requisite approvals granted by NOIDA. The Lessor has completed the construction and development of the Building, forming part of the Property, comprising of G+16 floors and has already received the occupancy certificate for a part of the Building i.e., the built up area comprising of basement, till the 10th floor of the Building vide memo no. 2020/IV-675/1177 dated 28/11/2020 from NOIDA. Further, the Lessor has already applied for the occupancy certificate for the remaining floors in the Building with NOIDA;
- C.** The Lessee has approached the Lessor to take Demised Premises on Lease and the Lessor has agreed to grant Demised Premises on Lease to the Lessee, on the terms and conditions as may be mutually agreed between the Parties;
- D.** Accordingly, pursuant to the mutual discussion, the Parties had entered into a letter of intent dated April 26, 2022 ("**LOI**"), listing out the broad terms and conditions on which the Lessor agreed to grant Demised Premises on Lease to the Lessee and the Lessee agreed to take on Lease the Demised Premises from the Lessor;
- E.** After due inspection and verification of the Land, Property, Building and the Demised Premises and also all approvals and sanctions including approved building plans, documents relating to title, competency, rights, and all other relevant details, the Lessee is satisfied in all respects with regard to right, title, authority and competency of the Lessor to enter into this Lease Agreement;
- F.** Upon assurances and representations of the Lessee that it shall strictly abide by the covenants contained in this Lease Agreement and shall obtain all necessary Governmental Approval for the commencement and continuation of business operations of the Lessee from the Demised Premises, the Lessor in good faith believing all representations of the Lessee to be true has agreed to give Demised Premises on Lease to the Lessee, on the terms and conditions contained herein;
- G.** The Lessee confirms that it is executing this Lease Agreement with full knowledge of Laws in respect of the Land, Property, Building and the Demised Premises and the rights of the Lessor in this regard; and
- H.** In consideration of the Lessee having agreed to comply with the terms and conditions contained in this Lease Agreement including to pay to the Lessor the Lease Rent and all other

For BPTP International Trade Centre Ltd.

Manish
Director/Authorised Signatory



charges under this Lease Agreement, the Lessor has agreed to enter into this Lease Agreement with the Lessee.

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

1. DEFINITIONS AND INTERPRETATION:

1.1. **DEFINITIONS:** In this Lease Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

- 1.1.1 **"Building"** shall mean the Tower 1 comprising of G+16 floors and forming part of the Property constructed on the Plot.
- 1.1.2 **"Claims"** shall mean and include any claim of any nature including damages, penalties, levies, fines, impositions, action by Governmental Authority or by any third party.
- 1.1.3 **"Demised Premises"** shall mean premises in the Building which includes the entire 9th floor in the Building admeasuring 46,383 sq. ft. of super area and 10th floor in the Building admeasuring 46,383 sq. ft. of super area as more fully described in the **Schedule** hereunder and the floor plan of the Demised Premises is provided in **Annexure A** hereof.
- 1.1.4 **"DPI Rate"** shall mean the rate of interest @ 18% payable by the Lessee on all delayed payments / reimbursements agreed to be paid under this Lease Agreement.
- 1.1.5 **"Due Date"** shall mean 12th day of each calendar month or such other date as is mentioned in the invoice / demand notice.
- 1.1.6 **"Governmental Approval"** shall mean any and all requisite authorizations, approvals, consents, licenses, sanctions, permissions, permits etc. from Governmental Authority.
- 1.1.7 **"Governmental Authority"** means any government, any state or political subdivision thereof, any statutory authority, any entity exercising executive, legislative, judicial, quasi-judicial, regulatory or administrative functions of or pertaining to governance or any government department, any government authority, agency, department, commission, board, municipal authority or instrumentality or any political subdivision thereof; any court, tribunal or arbitrator(s) of competent jurisdiction or any other law / rule / regulation making entity, having jurisdiction over the Parties or the arrangement under this Lease Agreement and includes NOIDA.
- 1.1.8 **"Gross Leasable Area"** shall mean the total super area of the Demised Premises, i.e., 92,766 sq. ft and which is more particularly mentioned term in **Annexure A** hereof.
- 1.1.9 **"IFRSD"** shall mean the interest free refundable security deposit, being an amount of Rs. 1,97,59,158/- (Rupees One Crore Ninety-Seven Lakhs Fifty Nine Thousand One Hundred and Fifty Eight only), i.e. an amount equivalent to 3 (three) months of Lease Rent for the Demised Premises.

For BPTP International Trade Centre Ltd.

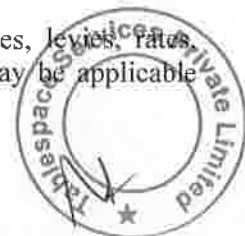
[Signature]
Director/Authorized Signatory



- 1.1.10** "Laws" shall mean any and all applicable laws, central laws, state laws or local laws, including any amendment or re-enactment thereof; by-laws including building by-laws and rules; central, state & local fire prevention and fire safety laws; rules; regulations; orders; ordinances; protocols; codes including National Building Code; specifications including Bureau of Indian Standards Specifications, standards, guidelines, policies, notices, directions; judgments, decrees, orders; directives of Governmental Authority or person acting under the authority of Governmental Authority, whether in effect at the time of entering into the arrangement under this Lease Agreement or thereafter.
- 1.1.11** "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.
- 1.1.12** "Lease" shall mean the Lease in respect of Demised Premises for Lease Term in accordance with the terms and conditions contained herein.
- 1.1.13** "Lease Commencement Date" shall mean the date of handover of possession of the Demised Premises for carrying fit-outs, more particularly mentioned in Clause 3.2 of this Lease Agreement.
- 1.1.14** "Lease Agreement" shall mean this lease agreement executed between the Lessor and the Lessee and shall include all the schedules and annexures thereto and any and all amendments / modifications made to this Lease from time to time.
- 1.1.15** "Lease Renewal Term" shall mean 1 (one) further term of 60 (sixty) months from the expiry of the Lease Term.
- 1.1.16** "Lease Term" shall mean a period commencing from the Lease Commencement Date till the expiry of 60 (sixty) months as is more particularly mentioned in Clause 3 of this Lease Agreement.
- 1.1.17** "Lessor's Lock-in period" shall mean the entire Lease Term and the Lease Renewal Term (if any) from the Lease Commencement Date.
- 1.1.18** "Lessee's Lock-in period" shall mean a period of 3 (three) years from the Lease Commencement Date.
- 1.1.19** "Lease Rent" shall mean amount payable in respect of Demised Premises as more particularly described in Clause 4.2 herein below.
- 1.1.20** "Notice Period" shall mean a notice period of 3 (three) months as included in the Lessee's Lock in Period.
- 1.1.21** "Plot" shall mean the land admeasuring 2.817 acres forming part of Plot No. 2B, Sector 94, Noida, District Gautam Budh Nagar, Uttar Pradesh on which the Building has been constructed.
- 1.1.22** "Rent Commencement Date" shall mean the date of expiry of the Rent Free Period of the Demised Premises as mentioned in Clause 4.1 of this Lease Agreement.
- 1.1.23** "Taxes" shall mean and include all taxes, duties, charges, cesses, levies, rates, costs, fine penalties etc. levied by Governmental Authority as may be applicable from time to time.

For BPTP International Trade Centre Ltd.

Copala
Director/Authorised Signatory



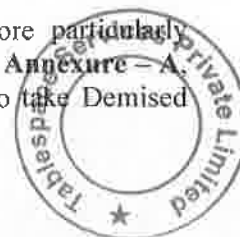
- 1.1.24 "Taxes for Demised Premises" shall mean collectively Taxes on Demised Premises as may be levied prospectively and / or retrospectively by Governmental Authority calculated *pro rata* of Gross Leasable Area of Demised Premises to the total gross leasable area of Building.
- 1.1.25 "TDS" shall mean the tax deducted at source at the applicable rates as per the Income Tax Act, 1961 and the rules framed thereunder or any other tax of similar nature, including withholding tax, under any other statute, as may be applicable to the sums payable by the Lessee to the Lessor from time to time in terms of this Lease Agreement.
- 1.1.26. "Use and Occupation Charges" shall mean the amount payable on a daily basis for each day of occupation beyond termination / expiry of this Lease Agreement, being an amount of Rs. 200/- (Rupees Two Hundred only) per sq. ft. per month plus GST to be calculated on the Gross Leasable Area of the Demised Premises for the initial three months and Rs. 300/- (Rupees Three Hundred only) per sq. ft. per month plus GST to be calculated on the Gross Leasable Area of the Demised Premises for the unauthorized occupation of the Demised Premises beyond three months.
- 1.2 INTERPRETATION: In the interpretation of this Lease Agreement including the recitals and annexures, unless the context or subject matter otherwise requires:
- 1.2.1 the singular includes the plural and vice versa and in particular (but without limiting the generality of the foregoing) any word or expression defined in the singular shall have a corresponding meaning if used in the plural and vice versa;
- 1.2.2 a reference to any gender includes the other gender;
- 1.2.3 a reference to any agreement, deed or other instrument (including, without limitation, references to this Lease Agreement) includes the same as varied, amended, supplemented, restated, novated, renewed, extended or replaced from time to time;
- 1.2.4 a reference to any statutory provision or to any statute or Laws includes any modification, amendment or re-enactment of any statutory provision, statute or Laws and / or all statutory instruments or notifications issued under such statutory provision, statute or Laws;
- 1.2.5 where a word or phrase has a defined meaning, any other part of speech or grammatical form in respect of the word or phrase has a corresponding meaning; and
- 1.2.6 a reference to a clause or annexure is a reference to the relevant clause of or annexure to this Lease Agreement.
- 1.3 In this Lease Agreement, headings are for the convenience of reference only and shall not affect the interpretation of clauses in this Lease Agreement or its annexures.

2. DEMISED PREMISES:

- 2.1 The Lessor hereby agrees to grant the Demised Premises, which is more particularly described in **Schedule** hereunder and delineated in the floor plans annexed as **Annexure - A**, in a warm shell condition, on Lease to the Lessee and the Lessee agrees to take Demised

For BPTP International Trade Centre Ltd

Copied
M. Anshu
Director/Authorised Signatory



Premises on Lease from the Lessor for the Lease Term, in a warm shell condition, as per terms and conditions as mentioned hereunder.

- 2.2 During the Lease Term, the Lessee shall have the right to use the common areas, facilities and amenities in the Building along with other lessees / occupants in the Building, as per terms and conditions of this Lease Agreement.
- 2.3 The Lessee agrees and undertakes that it shall only conduct the business from the Demised Premises which is in accordance with the Law and with the uses permitted in the zoning plan/building plans of the Building approved by the Governmental Authority.
- 2.4 The Parties have undertaken a joint assessment / measurement of the Building and the Demised Premises and it is agreed that the covered area efficiency of the Demised Premises is 65% ($\pm 2\%$) of the Gross Leasable Area.

3. **LEASE TERM:**

- 3.1 Unless otherwise terminated in accordance with the terms of this Lease Agreement, the Lease shall be valid for the Lease Term.
- 3.2 The Lessor has already handed over vacant, peaceful and physical possession of the Demised Premises to the Lessee, complete in all respect on **May 01, 2022** ("**Lease Commencement Date**").
- 3.3 The possession of the Demised Premises as on the Lease Commencement Date has been provided by the Lessor to the Lessee for carrying fit-outs therein.
- 3.4 Unless otherwise expressly terminated by the Parties in the manner as provided hereunder, this Lease Agreement shall be valid for the Lease Term, i.e., for a period of 60 (sixty) months commencing from the Lease Commencement Date.
- 3.5 Upon the expiry of the Lease Term, as mentioned in Clause 3.4 above, the Lessee, at its sole option, shall have the right to renew this Lease Agreement for the Lease Renewal Term, i.e., an additional term / period of 60 (sixty) months from the expiry of the Lease Term, subject to the terms as mentioned in Clause 3.6 and 3.7 below.
- 3.6 The Lessee shall have the right to renew this Lease Agreement, subject to the compliance of the terms of this Agreement, for the Lease Renewal Term as mentioned above in Clause 3.5 above, for the entire Demised Premises or any floor. In such case, this Lease Agreement for the other floor comprising the Demised Premises and in respect of which, this Lease Agreement is not renewed by the Lessee, shall, on expiry of the Lease Term for the said floor of the Demised Premises shall automatically terminate and the Lessee shall handover the vacant, peaceful and physical possession of the said floor of the Demised Premises in an as-is-where or original condition, to be mutually agreed upon by the Parties, to the Lessor, subject to normal wear and tear in the manner as agreed under this Agreement.
- 3.7 Unless otherwise mutually agreed between the Parties, this Lease Agreement shall be renewed for the Lease Renewal Term on the same terms and conditions as mentioned herein. The Parties undertake to execute and register a fresh lease agreement to record this understanding at the time of renewal of the Lease Term.
- 3.8 Upon the expiry of the Lease Renewal Term, the Parties, subject to the terms and conditions as may be mutually agreed between them, can further extend the Lease of the Demised Premises for a further period of 60 (sixty) months from the expiry of the Lease Renewal

For BPTP International Trade Centre Ltd.

Copell
Maurk
Director/Authorised Signatory



Term. This understanding shall be recorded in the fresh lease agreement to be executed for such extended term.

4. LEASE RENT:

4.1 From the Lease Commencement Date, the Lessee shall enjoy the possession of the Demised Premises, rent free for undertaking the fit out works, as follows:

4.1.1 For the 9th Floor, a period of 8 (eight) months from the Lease Commencement Date ("**Rent Free Period for 9th Floor**"); and

4.1.2 For the 10th Floor, a period of 10 (ten) months from the Lease Commencement Date ("**Rent Free Period for 10th Floor**").

Collectively referred to as "**Rent Free Period of the Demised Premises**"

4.2 From the Rent Commencement Date, i.e., after the expiry of Rent Free Period of the Demised Premises, subject to the compliance of the conditions specified in **Annexure C** attached hereto, the Lessee shall pay the Lease Rent as follows:

4.2.1 For the 9th Floor, Rs. 72/- (Rupees Seventy Two only) per sq. ft. plus GST per month; and

4.2.2 For the 10th Floor, Rs. 70/- (Rupees Seventy only) per sq. ft. plus GST per month.

4.3 The Lessee shall pay the Lease Rent to the Lessor by cheque / bank draft / wire transfer in the bank account bearing no. 57500000762287 in HDFC Bank held in the name of BPTP International Trade Centre Limited - Rent Collection Escrow Account or any other bank account as may be nominated/designated by the Lessor at any time during the Lease Term and the Lease Renewal Term and such transfer shall be a valid discharge of the Lessee's payment obligations under this Lease Agreement.

4.4 For the purpose of this Lease Agreement, Rent Commencement Date for the Demised Premises shall be as follows:

4.4.1 For the 9th Floor, Rent Commencement Date shall be the date of expiry of the Rent Free Period for 9th Floor; and

4.4.2 For the 10th Floor, Rent Commencement Date shall be the date of expiry of the Rent Free Period for 10th Floor.

4.5 Notwithstanding anything stated above, the obligation of the Lessee to pay the Lease Rent from the Rent Commencement Date shall be subject to the Lessor providing the fitouts of the amenities and facilities in the Building within the timelines as stated in **Annexure C** hereunder. If there is any delay in providing the fitouts of the amenities and facilities in the Building as stated in **Annexure C** hereunder (unless caused by the reasons solely attributable to the Lessee) the Lessee shall be entitled to enjoy the possession of the Demised Premises, rent free for the said period of delay. If the delay continues beyond the period of 45 (forty five) days from the respective due dates mentioned in **Annexure C**, the Lessee, for each day of delay beyond the period of 45 (forty five) days from respective due dates mentioned in **Annexure C**, shall be entitled to enjoy the possession of the Demised Premises, rent free, for twice the period of such delay.

For BPTP International Trade Centre Ltd.


Director/Authorised Signatory



- 4.6 In the event, the Lessor fails to appoint a food court/cafeteria operator by 15th September 2022, it shall endeavor to make alternate arrangements for provision of food services either on the floor of proposed food court/cafeteria or any other place in the Building, to ensure availability of food services on chargeable basis for the Lessee (including its sub-lessees, clients, visitors, vendors, tenants, member firms). However, the Lessee agrees and acknowledges that notwithstanding anything contained hereunder, any delay or failure in providing such alternate arrangement by the Lessor shall not be construed as Lessor's default, breach or violation; and the Lessee shall not have the right/ entitlement, or claim any other remedies including the entitlement to claim any damages or indemnities and, or right to enjoy rent-free possession of the Demised Premises due to such delay or failure, in any manner, whatsoever. It is clarified that the Lessee shall continue to pay the Lease Rent and all other charges required to be paid by it under this Lease Agreement, even if such food court/cafeteria or the alternate arrangement for food services is delayed or not provided for any reason.
- 4.7 The Lease Rent shall be payable in advance for each calendar month and shall be paid by the Due Date.
- 4.8 All Taxes on Lease Rent, including but not limited to goods and services tax (GST) (as & when applicable) shall be payable by the Lessee in addition to the Lease Rent.
- 4.9 The Lessee undertakes to pay and bear, all charges with respect to electricity, water, maintenance, power back up, HVAC and any other utility charges, during the Rent Free Period of the Demised Premises at actuals, as and when demanded by the Lessor, without any delay or demur.
- 4.10 Notwithstanding any other rights of the Lessor, and without prejudice to understanding as recorded in Clause 30 of this Agreement, all delayed payments under this Lease Agreement including but not limited to Lease Rent, all charges with respect to electricity, water, maintenance, power back up, HVAC and any other utility charges, etc. shall be charged with interest, at DPI Rate, from Due Date till the date the payments are realized by the Lessor.
- 4.11 The Lessee agrees that the Lease Rent of the Demised Premises during the Lease Term and the Lease Renewal Term shall be escalated at the rate of 12.5% (twelve point five percent) on the last paid Lease Rent, every 3 (three) years effective from the Lease Commencement Date of the Demised Premises.

5. INTEREST FREE REFUNDABLE SECURITY DEPOSIT:

5.1 Payment of Interest Free Refundable Security Deposit (IFRSD):

- 5.1.1 During the Lease Term and the Lease Renewal Term, if any, the Lessee shall pay and always maintain with the Lessor, IFRSD being an amount equivalent to 3 (three) months of the Lease Rent for the Demised Premises.
- 5.1.2 The amount of IFRSD to be enhanced in proportion to the enhancement in the Lease Rent during the Lease Term and the Lease Renewal Terms, so as to ensure that the IFRSD always stands equivalent to 3 (three) months' Lease Rent at all times.
- 5.1.3 The Lessee shall pay the Lessor, a sum of Rs. 1,97,59,158/- (Rupees One Crore Ninety-Seven Lakhs Fifty Nine Thousand One Hundred and Fifty Eight only) towards IFRSD, in the following manner:

S. No.	IFRSD Payment milestones	Amount (in Rs.)
--------	--------------------------	-----------------

For BPTP International Trade Centre Ltd.

Copy
Maurik
Director/Authorised Signatory



A.	On the execution of LOI	65,86,386/-
B.	On the execution of this Lease Agreement	1,31,72,772/-
	Total	1,97,59,158/-

5.1.4. The break-up of the IFRSD, for each floor comprising the Demised Premises is as follows:

Floor	Amount (in Rs.)
9 th Floor	1,00,18,728/-
10 th Floor	97,40,430/-
Total	1,97,59,158/-

5.1.5. The Lessor acknowledges the amount of IFRSD paid at the time of execution of the LOI.

5.2 Refund of IFRSD:

5.2.1 Upon expiry / earlier termination of this Lease Agreement as per the terms hereof, the Lessee shall surrender peaceful, vacant and physical possession of Demised Premises in an as-is-where-is or in original condition, to be mutually agreed upon by the Parties. Subject to the Lessee making payment of any and all outstanding dues, penalties, claims for damages (if any) under this Lease Agreement separately to the Lessor, the Lessor shall refund IFRSD as mentioned above to the Lessee, without any interest thereon, in the following manner:

- (a) A sum equivalent to 2 (two) months' Lease Rent to be refunded simultaneously with the handover of the Demised Premises in the condition as agreed under Clause 5.2.1; and
- (b) A sum equivalent to 1 (one) month's Lease Rent to be refunded within 7 (seven) days from the repayment of the part IFRSD as per clause (a) above.

5.2.2 In case of any delay in refund of IFRSD, the Lessor will be liable to pay interest @ 18% (eighteen percent) on the IFRSD, on the due date as mentioned in Clause 5.2.1, until realization of the same by the Lessee.

5.2.3 In case of any delay in handing over the Demised Premises on the due date and in the manner as provided hereunder, the Lessee shall be deemed to be in unauthorized possession of the Demised Premises and the Lessor shall have the right to take necessary legal actions against the Lessee and shall have absolute right, power and authority to re-enter the Demised Premises and takeover the possession of the Demised Premises by itself or with the assistance of any Governmental Authority or otherwise. Additionally, for each day of delay in handing over the Demised Premises, the Lessee shall be liable to pay Use and Occupation Charges for the said period.

5.2.4 The refund of IFRSD in the manner as stated in Clause 5.2.1 above shall be subject to adjustment or deduction of dues with respect to TDS (if any) and any undisputed outstanding dues, interest, penalties, claims for damages (if any) and such other amount as agreed to be paid by the Lessee under this Lease Agreement.

5.3 Adjustment of IFRSD:

5.3.1 IFRSD shall be the amounts kept with the Lessor to secure the due performance of obligations including payments of all dues by the Lessee under this Lease Agreement.

For BPTP International Trade Centre Ltd.

G. B. D. L.
Director/Authorised Signatory



5.3.2 The Lessor shall, with prior written intimation to the Lessee, utilize and make deduction(s) from the IFRSD of amount(s) equivalent to the outstanding dues of the Lessee in accordance with the terms of this Lease Agreement or for making good any loss or damage caused or permitted to be caused to the Lessor or Demised Premises by the Lessee. The Lessee shall be required to forthwith replenish the IFRSD to the full amount upon any deduction(s) made by the Lessor under any provision of this Lease Agreement.

5.3.3 The Lessor shall provide to the Lessee the statement of the outstanding dues payable by the Lessee, if any, and other estimated charges payable under this Lease Agreement, supported with relevant documents, 15 (fifteen) days prior to the expiry of Lease Term / Lease Renewal Term, if any, and the Lessee undertakes to pay the aforesaid amounts not later than the date of expiry / earlier termination of this Lease Agreement and provide TDS certificates to the Lessor within the requisite time period as provided under the Income Tax Act, 1961 and the rules framed thereunder.

6. TAXES:

6.1 All the past, present, future property tax, local levies, land taxes, municipal charges, cess and assessment and other outgoings in respect of the Property/ the Building / the Demised Premises shall be paid by the Lessor to the concerned authorities without any obligation on the Lessee. If the Lessee is called upon by the authorities to pay such taxes directly to them to recover any such out standings, the Lessee shall act on such directions and pays such taxes directly to the authorities. It is agreed that such payment will be a valid discharge of the obligations of the Lessee, towards Lease Rent under this Lease Agreement. The Lessor shall keep indemnified the Lessee from any and all claims, demands, etc. raised by any authority on the Lessee towards such tax liability of the Lessor.

6.2 Taxes levied on the business of the Lessee from the Demised Premises shall be borne by the Lessee.

6.3 For any payments to be made by the Lessee under the Lease Agreement, which is subject to deduction of TDS, the Lessee shall provide the relevant certificate of TDS to the Lessor, in accordance with the provisions of the Income Tax Act, 1961 and the rules framed thereunder. If the Lessee does not deposit TDS to Governmental Authority on time or fails to provide TDS certificate on time and the Lessor has to pay such amount to Governmental Authority, then the Lessor shall be entitled to collect / adjust the amount deducted as TDS, from the Lessee along with the interest and penalties etc. payable to Governmental Authority. In such an event, the Lessee shall alone be liable for all action and liabilities under the Income Tax Act, 1961 and the rules framed thereunder. The Lessee shall keep the Lessor indemnified in all respects against all consequences including Claims. In case Lessor provides a zero deduction TDS certificate, the Lessee shall not deduct any TDS.

7. ELECTRICITY / WATER / POWER AND POWER BACK-UP CHARGES / OTHER MISCELLANEOUS CHARGES:

7.1 Subject to the payment of the Lease Rent and all other applicable charges as specified, the Lessee shall be entitled to enjoy regular supply of electricity, water, power and power back-up in Demised Premises.

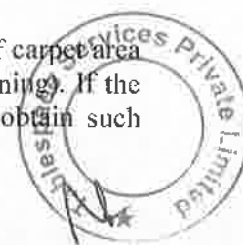
7.2 Power for the Demised Premises shall be provided at the rate of 4W per sq. ft. of carpet area of the Demised Premises for internal office consumption (excluding air conditioning). If the Lessee requires additional power for the Demised Premises, the Lessor shall obtain such

For BPTP International Trade Centre Ltd.

G. B. Patel

Director/Authorised Signatory

M. Malik



additional power, if available, and support with requisite documentation for the same. It is however clarified that all cost and expense in relation to the same shall be borne and paid by the Lessee.

- 7.3 Power Load of approx. 235 KVA to be provided for internal office consumption of the Demised Premises exclusive of HVAC load. The 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 Lessor.
- 7.4 The 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 Demised 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 the Lease Commencement Date.
- 7.5 Separate meters, wherever applicable, may be installed by the Lessor for recording the consumption of power, power back up and air handling unit ("AHU") electrical usage, in Demised Premises. The cost for such meters, if applicable, shall be payable by the Lessee as a onetime non-refundable cost. The bills for such charges shall be raised by the Lessor as per the meter reading and shall be payable by the Lessee by due date.
- 7.6 The Lessee shall pay the charges for consumption of water and other utilities in the Demised Premises as per actuals.

8. ELECTRICITY / POWER LOAD:

- 8.1 The Lessee shall plan and distribute its electricity / power load in the Demised Premises in conformity with the electrical systems / power systems installed at the Demised Premises, as per comments given by the Lessor or service provider on drawings / documents of the Lessee's interior fit-out works.
- 8.2 In case the Lessee requires additional electricity load the same will be assessed by the Lessor in line with the base building design and provided if feasible at cost payable by the Lessee calculated at 1.2 times of actual costs / expenses incurred by the Lessor. Such costs / expenses shall be payable / reimbursable by the Lessee to the Lessor by due date as and when demanded by the Lessor.

9. SIGNAGES:

- 9.1 The Lessor agrees to allocate a maximum of 3 (three) spaces for installation of signage on the façade of the Building which is more fully described in **Annexure - D** at no additional cost. Any additional façade signages if required by the Lessee, shall be provided by the Lessor subject to availability. The Parties agree that such additional signage shall be provided at the rate of Rs. 8,00,000/- (Rupees Eight Lakhs only) plus GST per year.
- 9.2 Taxes relating to Lessee's signage(s) shall be borne by the Lessee alone and paid directly to Governmental Authority and shall be in addition to signage charges, if any, payable by the Lessee. It is further clarified that in the event, the Lessor has provided the installation service for the signage, to the Lessee, then the Lessee shall pay such installation cost to the Lessor as may be decided by the Lessor, without any demur or claim.

- 9.3 The Lessee shall be liable to pay damages to the Lessor in the event any damage is caused to the Building while installation and/or removal of the signage due to acts/omissions attributable to the Lessee.

For BPTP International Trade Centre Ltd.


Director/Authorized Signatory



- 9.4 The Lessee may be permitted to install signage in the common directories, directional signage / name / logo, subject to the prior written approval and in accordance with the terms of the Lessor and at the Lessor's sole discretion.
- 9.5 Display of signage(s) by the Lessee shall be subject to Laws and the Lessee shall before installing signage(s), the Lessee shall obtain Governmental Approval in relation to installation of signage at its own cost and the expense and provide a copy of the same to the Lessor. Such permission shall always be kept valid and subsisting till the time such signage(s) are displayed by the Lessee.
- 9.6 The size, specification, aesthetics and location, etc., of the Building signage / name / logo would be subject to the approval of the Lessor and the Lessee shall install the signage / name / logo with due regards to health and safety standards, overall building aesthetics, and privacy of other occupants. The Lessor shall share the estimated size and location of the signage with the Lessee at the time of execution of the Lease Agreement.
- 9.7 The Lessee agrees and authorizes the Lessor to use its trade name i.e., "Tablespace Services Private Limited" and / or the word "Tablespace" for official purpose in respect of Building. However, such use shall not affect the brand image of the Lessee and shall be restricted to indicating the landlord tenant relationship between the Lessor and the Lessee.
- 9.8 **Display of multimedia / visual format:** The Lessee acknowledges and agrees that Lessor have the right to install posters, banners, contra-visions and other displays of any multimedia / visual format in the common areas and basements including but not limited to lift lobbies, atrium(s), lifts, outer glass façade, curtain walls, external walls, terraces etc. of Building and that the Lessee has no right to object to any such installation by the Lessor.
- 9.9 The Lessee shall take all requisite steps and precautions during the installation, maintenance, and display of signage(s) and shall be solely responsible for all compliances under Laws. The Lessee shall keep the Lessor indemnified in all respects against Claims in this regard. It is however clarified that in the event if the installation of signage(s) is undertaken by the Lessor, the Lessor alone shall take all requisite steps and precautions during the installation.

10. NAMING RIGHTS:

- 10.1 The Lessee acknowledges that naming rights of Building are with the Lessor.
- 10.2 The Lessee shall use such name of Building in the business addresses for all purposes as is determined by Lessor.
- 10.3 The Lessee shall not raise any objection if Lessor changes the name of Building at any time as Lessor may deem fit.

11. TERRACE AREA:

- 11.1 The Lessee acknowledges that it shall not have the right to use the terrace area for any purpose whatsoever and that the terrace of the Building remains the exclusive property of the Lessor.

12. COMMON AREAS AND FACILITIES:

- 12.1 The Lessee is entitled to use the common areas and facilities within the Building compound, as available. It is however clarified that the Lessor shall have the right to temporarily suspend

For BPTP International Trade Centre Ltd.

Copula
Maurin
Director/Authorised Signatory



the access / use of any part of the common area and facilities within the Building for reasons of safety, security, or repairs with prior written intimation of 10 (ten) working days to the Lessee without any claim or demur from the Lessee. It is further clarified that no such prior intimation as stated aforesaid would be required in case of emergency/ urgency.

12.2 In the event of failure of timely payment of the Lease Rent, maintenance charges, car parking charges and other charges as mentioned in this Lease Agreement and any other document executed between the Parties; and agreed hereunder, the Lessee shall not have the right to use or demand use of aforesaid facilities.

12.3 The Lessee shall use the common areas and facilities including fire exits, basements etc. of Building in accordance with Laws and shall not use the same for any other purpose including storage or create any obstructions / hindrance in the same.

12.4 The Lessee acknowledges that it does not have the ownership rights, title, and interest or claim whatsoever in common areas and facilities within Building and shall have the right to use the aforesaid only as provided in this Lease Agreement.

12.5 Car Parking:

12.5.1 From the Rent Commencement Date, the Lessor agrees to provide 1 (one) covered car park for every 1000 sq. ft. of the Gross Leasable Area of the Demised Premises as mentioned in Clause 1.1.3, at no additional cost.

12.5.2 In the event any additional car parking spaces are available, then at the request of the Lessee, the Lessor may provide additional car parking spaces, at its discretion, to the Lessee subject to the payment of an amount of Rs. 3,000/- (Rupees Three Thousand only) plus GST per car parking space per month including maintenance charges, per month. Such spaces shall be provided by the Lessor at its sole discretion subject to availability.

12.5.3 The Lessee shall not be entitled to claim any vested right to any parking space and shall be permitted to park vehicles with the permission of the Lessor on terms that the Lessor may stipulate from time to time

12.5.4 In case the additional car parks are provided by the Lessor in open space, the Lessor shall provide security for the same at no additional cost.

12.5.5 It is agreed by the Parties that there shall be no escalation in additional car parking charges during the Lease Term or the Lease Renewal Term.

12.5.6 The Lessee shall be entitled to install its technology solutions (including and not limited to CCTV cameras) for the car parking allotted to the Lessee, as may be mutually discussed and agreed upon by the Parties.

12.5.7 Detail of the car parking allotted to the Lessee is more particularly described in **Annexure - E**.

12.6 The Lessee agrees and undertakes not to carry out any business / activities of any nature in common area and outside the Demised Premises and also not to cause any inconvenience, obstruction or closure of any common area or easements, including without limitation, any roof, corridor, fire exit, entrance, passage, verandah, lounge, lobby, balcony, window, staircase, basement, hall, parking area of Building. The Lessee further agrees not to store any goods and / or install any equipment / device and / or erect any works / structure(s) of any

For BPPT International Trade Centre Ltd.

[Signature]
Director/Authorised Signatory



kind including pre-fabricated cabins etc. in any part of the common area or terrace(s) of the Building.

- 12.7 The Lessee shall be responsible to maintain and carry out proper upkeep of the Demised Premises in good condition at all times. The Lessee agrees that it shall maintain and carry out renovation/refurbishment work(s) and non-structural repairs of the Demised Premises without altering/ tampering with the fire-fighting systems as installed therein.

13. ELECTRICAL SERVICES:

- 13.1 The electrical wiring has been provided only up to the tap-off box on the floor in the electrical room on which the Demised Premises is located. Electrical wiring, fixtures, fans etc. inside the Demised Premises shall be provided by the Lessee only.

- 13.2 The electrical wiring and internal distribution system, from the tap-off box on the floor on which Demised Premises is located, including all fixtures, installations etc. in the Demised Premises shall be the sole responsibility of the Lessee at its own cost and the Lessee shall be responsible for such works to be in conformity with Laws and the Lessor shall not be liable for the same.

- 13.3 The Lessee shall ensure that any cost incurred by the Lessor, due to any negligence of the Lessee in wiring procedure, shall be indemnified by the Lessee without any demur or cavil.

14. AIR CONDITIONING FACILITIES:

- 14.1 All air-conditioning distribution within the Demised Premises including the plenum, fire damper, ducting, grills, grease trap, scrubber etc. shall be installed by the Lessee at its own cost and the Lessee shall be responsible for such works to be in conformity with Laws and the Lessor shall not be liable for the same.

- 14.2 Any modifications, additions, alterations in the system required by the Lessee for interior fit-out works, if possible and at the sole discretion of the Lessor, and feasible as assessed by the Lessor will be done by the Lessor and payable by the Lessee calculated at 1.2 times of the actual costs / expenses incurred by the Lessor. Such costs / expenses shall be payable / reimbursable by the Lessee to the Lessor by due date as and when demanded by the Lessor.

15. LIFT SERVICES:

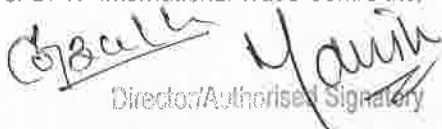
- 15.1 The lift services (except due to reason of mechanical defect or electrical failure or maintenance purposes or safety issues or force majeure) shall be available in Building at all times. It is however clarified that 1 (one) lift in the Building will be kept operational by the Lessor, at all times, at no additional cost.

16. HANDING OVER OF DEMISED PREMISES:

- 16.1 The Lessee has conducted its due diligence of the Demised Premises / Building / Property and is completely satisfied with the rights of the Lessor in the Demised Premises, and basis that, the Lessee has agreed to take over the Demised Premises from the Lessor on Lease.

- 16.2 At the time of handover of the Demised Premises for the interior fit-out works, the Lessee is satisfied that the construction work and issues, if any, with respect thereto have been resolved and rectified before taking possession of the Demised Premises.

For BFTP International Trade Centre Ltd,


Director/Authorised Signatory



16.3 The Lessee confirms that after taking possession of the Demised Premises, Lessee shall not require the Lessor to undertake any repairs, renovations, improvisations, installations, etc. whatsoever (except structural repairs, if any) concerning Demised Premises. Notwithstanding the above, the Parties agree that in case a requirement arises for an additional fire exit staircase in the opinion of the Lessee, in line with the requirements of the Lessee's client(s), the Lessor agrees to provide the same within 5 (five) months of such requirement being notified to the Lessor.

16.4 Any fit-outs required in the Building as per the requirements of the Lessee, except the fit-outs of the amenities and facilities to be provided in the Building as set out in **Annexure - C**, shall fall to the scope of the Lessee and the Lessor shall be under no obligation to provide the same.

17. INTERIOR FIT-OUT WORKS / TEMPORARY PARTITIONS / TEMPORARY ADDITIONS / TEMPORARY MODIFICATIONS / TEMPORARY ALTERATIONS:

17.1 The Lessor shall allow the Lessee to carry out interior fit-out works, make non-structural temporary alterations/ temporary additions, interior fit-out /furnishing to the Demised Premises as may be necessary for the business of the Lessee, however, subject to compliance with Laws, Building Guidelines and the terms of this Lease Agreement.

17.2 The Lessee shall submit all the drawing(s) / document(s) of the Lessee's interior fit-out works in accordance with Laws to the Lessor for the approval/ consent of the Lessor, before commencing non-structural temporary alterations/ temporary additions, interior fit-out /furnishing to the Demised Premises in accordance with its business needs, Laws, Building Guidelines and the terms of this Lease Agreement. It is however clarified that such approval from the Lessor does not certify that the Lessee has complied with Laws and shall not transfer any liability and / or responsibility on the Lessor.

17.3 During Lease Term or Lease Renewal Term, if any, the Lessor shall allow the Lessee to carry out erection of temporary partitions / temporary additions / temporary modifications / temporary alterations in Demised Premises, which are not visible from outside, as may be necessary for the business of the Lessee and which are as per Laws, with a prior written approval 7 (seven) days prior to the commencement of such work.

17.4 The permission to the Lessee shall be restricted only to interior fit-out works or to carry out erection of temporary partitions / temporary additions / temporary modifications / temporary alterations in Demised Premises and the Lessee shall not be permitted to carry out any structural additions / alterations of permanent nature. If the interior fit-out works in Demised Premises require any Governmental Approval, the Lessee shall not commence or carry out such additions or alterations or erections without obtaining such Governmental Approval. However, the Lessee shall be permitted to make minor alterations in the layout as per its business, subject to the compliance with the Laws and without compromising or impacting the façade or structural stability of the Building in any manner.

17.5 The Lessee hereby confirms and undertakes that it shall carry out, implement and execute all interior fit-out works or any erection of temporary partitions / temporary additions / temporary modifications / temporary alterations in Demised Premises in accordance with Laws; Building Guideline(s); and approval(s) granted by Governmental Authority from time to time for carrying out such interior fit-out works.

17.6 During the interior fit-out works or erection of temporary partitions / temporary additions / temporary modifications / temporary alterations, the Lessee shall take all precautions and cover all risks and in the event of any accident or mishap in Demised Premises / Building due to any reason attributable to the Lessee, and the Lessee shall keep the Lessor indemnified in

For BPTP International Trade Centre Ltd.


Director/Authorised Signatory



all respects against any loss, damage, costs, claims, etc. the Lessee shall carry out the interior fit-out works or erection of partitions / additions / modifications / alterations at its own risk and cost.

- 17.7 For any interior fit-out works including any temporary additions / temporary modifications / temporary alterations in Demised Premises, the Lessee shall carry out such works in accordance with Laws and without altering / tampering with the fire-fighting and fire detection systems as installed therein. Further any additions / modifications / alterations to the existing fire-fighting and fire detection system shall be done by the Lessee as per Laws and only after obtaining prior written approval from the Lessor. The Lessee shall provide alternate and stand-by fire-fighting systems during all such works in Demised Premises.
- 17.8 The Lessee shall not carry out any work involving structural alterations / cutting / chopping / digging / hacking / dismantling in any manner or form / destroying the floors or walls of Demised Premises or Building.
- 17.9 The Lessee shall allow third party experts being appointed by the Lessor for audit of the interior fit-out works at the Lessor's cost. However, the Lessor shall not be liable for any consequences arising therefrom and such audit shall not transfer any liability upon the Lessor because of contravention of Laws by the Lessee.
- 17.10 The Lessee shall be directly liable for any legal or financial consequences arising out of such interior fit-out works and from acts or omissions solely attributable to the Lessee and/or its employees, agents, contractors, customers, etc., including liability towards any third party and all damages to Demised Premises / Building or loss of life arising out of such interior fit-out works including any additions / modifications / alterations shall be the sole responsibility of the Lessee.
- 17.11 The Building Guidelines or the Lessee's responsibilities during interior fit-out works and the period of operations from the Demised Premises are more detailed in **Annexure - B** to this Lease Agreement.
- 17.12 Unless otherwise mutually agreed between the Parties, the Lessee shall at the time of vacating and handing over Demised Premises to the Lessor remove such fixtures, fittings, additions and partitions and restore Demised Premises in as good condition as it was in at the time when the Lessee was handed over Demised Premises for interior fit-out works, reasonable wear and tear and damage due to Force Majeure excepted. In the event of failure of the Lessee to do the above, the Lessor may remove the same at the cost and risk of the Lessee. It is clarified that the Lessor shall not be responsible for the safety and security of such removed fixtures, fittings, additions and partitions and shall be further be entitled to dispose off the same in any manner as it may deem fit, without any claim or demur from the Lessee. Further, in such case, the Lessor shall be entitled to charge the Lessee for such disposal, separately, except where Parties have mutually agreed that the Lessee shall leave the Demised Premises on an as-where-is condition on expiry or earlier termination of the Lease Agreement.

18. MAINTENANCE & MINOR REPAIRS:

- 18.1 The Lessor agrees to carry out all repairs and maintenance of the Building, and equipment at the Building including life safety equipment, fire pumps, elevators, shafts, etc., and all other common areas; cost of such repairs and maintenance is included under the maintenance charges.
- 18.2 The cost of damages and repairs which are attributable to the actions/damages caused by the Lessee or any of its representatives, visitors, contractors, assignee, licensee, sub lessee shall

For BPTP International Trade Centre Ltd.


Director/Authorised Signatory



be to the account of the Lessee, and the Lessor shall have the right to recover such cost from the Lessee without any demur or cavil by the Lessee.

18.3 The Parties herein agree that from the Lease Commencement Date, the Lessee shall be solely responsible for maintenance and minor repairs in the Demised Premises and the cost of the same shall be exclusively and absolutely borne by the Lessee without any recourse from the Lessor.

18.4 The Parties shall execute and enter into a separate Maintenance Agreement to record the understanding regarding maintenance of the common areas of the Building and the payment of maintenance charges.

19. STRUCTURAL REPAIRS:

19.1 The Lessee acknowledges that it shall not be entitled to carry out any structural changes / additions / alterations etc. in Demised Premises.

19.2 The Lessee is aware and has specifically agreed and understood that the construction / development of additional structures or other additions / alterations in Building may cause inconvenience in a *de minimis* way and it has no objection to the same.

20. FIRE SAFETY:

The Lessee understands, acknowledges and agrees that safety / security / fire safety of all occupants of the Building are of paramount importance and the Lessee will perform all acts and deeds necessary for complying with all safety requirements including the following:

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

20.2 Any kind of hazard including fire, electrical or otherwise from Demised Premises due to inadequate fire-fighting system installed by the Lessee, obstruction of any system installed by the Lessor or faulty installation of air-conditioning, electrical systems and other equipment installed by the Lessee shall be the sole responsibility of the Lessee. The Lessor shall not be liable for any legal or financial consequences arising therefrom and the Lessee agrees to keep the Lessor indemnified and harmless in this regard at all times.

20.3 The Lessee shall allow third party fire / safety experts being appointed by the Lessor for fire / safety audit to conduct the fire / safety audit at all times at the Lessor's cost. However, the Lessor shall not be liable for any consequences arising therefrom and such audit shall not transfer any liability upon the Lessor because of contravention of safety norms / Laws by the Lessee. The Lessee shall ensure that all the occupants of the Demised Premises participate in the mock fire drills in the Building as and when conducted by the Lessor.

20.4 The Lessee shall take all steps including nominating a person / official of the Lessee to work as a safety coordinator to ensure that all safety related activities within Demised Premises are

For DPTF International Trade Centre Ltd.

[Signature]
Director/Authorised Signatory




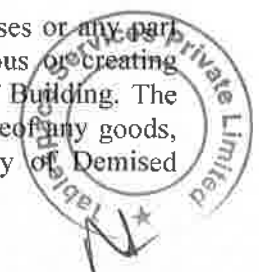
performed. The Lessee shall have the audit of their entire electrical systems, fire-fighting systems and HVAC systems done on a half-yearly basis by a reputed consultant or as and when demanded by the Lessor and submit a certificate to the Lessor certifying that all the Lessee's installations are in good and safe working condition and do not have any possibility of short circuit and / or becoming a fire source.

- 20.5 Additional fire-fighting system(s):** For any additional fire safety measures required by the Lessee in Demised Premises, the same may be undertaken by the Lessor and payable by the Lessee calculated at 1.2 times of actual costs / expenses incurred by the Lessor. Such costs / expenses shall be payable / reimbursable by the Lessee to the Lessor by due date as and when demanded by the Lessor. Alternatively, the Lessee may undertake the same at its own cost, however, subject to the Lessor's prior written approval on the same.
- 20.6** In case the Lessor suggests any additional fire-fighting or fire detection system(s) to the Lessee which may or may not be required by Laws, for installation by the Lessee within Demised Premises and the Lessee fails to implement the Lessor's suggestion either fully or in part, then the Lessee alone shall be liable and responsible for all consequences arising from such inaction / decision on its part.
- 20.7** All cost for such installation(s) of any additional fire-fighting system(s) is non- refundable and shall be borne by the Lessee alone.
- 20.8** The Lessee shall always comply with Laws relating to fire and safety in Demised Premises and in Building to the extent applicable to the Lessee. The Lessee shall be wholly responsible for any / all losses or damages to the Lessor and / or to the other occupants of Building, to the extent applicable to the Lessee, due to violation of any fire and safety compliances by the Lessee or its employees, agents, vendors, visitors, service providers etc. The Lessor shall not be liable in any manner for any consequences including Claims or any other liability arising due to any non-compliance of Laws and / or non- fulfillment of any obligations relating to fire and safety by the Lessee and that the Lessee shall keep the Lessor indemnified on this account at all times.
- 20.9** The Lessee shall be responsible for safety / security of its employees, agents, vendors, visitors, service providers etc. in Demised Premises and shall be responsible for taking steps in this regard including providing medical attention, if required.

21. PEACEFUL ENJOYMENT AND USAGE OF DEMISED PREMISES BY THE LESSEE:

- 21.1** The Lessee is entitled to conduct only the business from Demised Premises which is in accordance with Laws in respect of Plot. The Lessee agrees and undertakes that it shall not use Demised Premises for purposes other than for its business purpose as mentioned hereinbefore.
- 21.2** The Lessee, subject to the compliance of the terms of this Lease Agreement, shall be granted the access and allowed to use and peacefully enjoy the Demised Premises and common areas by 24 hours 7 days of the week and on all days of the year through the subsistence of this Lease Agreement.
- 21.3** The Lessee shall not carry out or permit to be carried out in Demised Premises or any part thereof any activities which shall be or are likely to be unlawful, obnoxious or creating nuisance, annoyance or disturbance to other Lessees / tenants / occupants of Building. The Lessee shall not bring in or store in Demised Premises or part or portion thereof any goods, hazardous, or combustible or heavy in nature, that may imperil the safety of Demised

For BPTT International Trade Centre Ltd.

Director/Authorised Signatory



Premises, Building and Property and / or any part thereof or affect the construction or the structure or common use of Building or any part thereof.

- 21.4 The Lessee shall not hold the Lessor responsible or liable for any loss or damage suffered by the Lessee on account of any theft, fire or other destruction caused to or in Demised Premises or to any property, articles or things kept by the Lessee in Demised Premises and also to any kind of injury or loss of life caused due to any reason whatsoever to its employees, staff, servants, agents, customers and / or visitors visiting Demised Premises, unless such loss or damage suffered is caused by any reason attributable to the Lessor.

22. ASSIGNMENT AND TRANSFER OF RIGHTS

- 22.1 The Lessee is in the business of building and operating offices for its clients, it is agreed that the Lessee, is entitled to enter into a sub-lease agreement / service agreements or any other agreement to lease / license or assign the rights in Demised Premises, during the Lease Term and the Lease Renewal Term, to any of its occupier, sub-lessees, clients, tenants, member firms, subsidiaries / group companies/ affiliates / sister companies / firms / entities/ for the Lessee's business operational requirements. Such agreements (the sub-lease agreement / service agreements or any other agreement to lease / license or assign the rights in Demised Premises) shall be duly stamped and registered as may be required under applicable Laws and the Lessee shall ensure the payment of stamp duty or any statutory charges/fee thereto. The Lessee shall indemnify and keep the Lessor indemnified from any claims, demands, penalties, or any damages suffered by the Lessor from the breach of Lessee's obligation as stated herein.

- 22.2 The Lessor shall ensure that the 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 Demised Premises, 24 hours 7 days per week, for the Lease Term and the Lease Renewal Term.

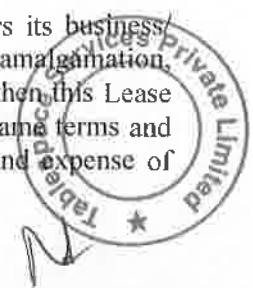
- 22.3 The Lessor hereby agrees and confirms that the Lessee and/or its sub-lessees/clients/occupiers are permitted to use the: (a) address of the Demised Premises to make applications for obtaining the requisite statutory registrations required for their business; and/or (b) Demised Premises as their 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 Lessor. However, the Lessee undertakes that all such statutory registrations which have been obtained stating the Demised 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 Term or the Lease Renewal Term, as the case may be, so that the Demised Premises no longer remains the registered office or principal place of the Lessee and/or its sub-lessees/clients/occupiers. The Lessee hereby agrees to indemnify the Lessor in case of any loss, claim or damage suffered by the Lessor in this regard.

- 22.4 It is however clarified notwithstanding the assignment or transfer of its right in the Demised Premises in this Lease Agreement, the Lessee shall at all times, remain liable to the Lessor for the compliance of Lessee's obligations (including but not limited to payment of Lease Rent, etc.) under this Lease Agreement and any other document executed with respect to the Demised Premises.

- 22.5 In the event the Lessee merges, amalgamates, consolidates, sells, or transfers its business/ assets and liabilities with / to any entity on account of any merger, amalgamation, consolidation, sale, transfer or there is a change in the control of the Lessee then this Lease Agreement shall be terminated forthwith and a fresh lease agreement on the same terms and conditions shall be entered into with the new entity/transferee at the cost and expense of

For BPTF International Trade Centre Ltd.

Copun
Mauk
Director/Authorised Signatory



Lessee, subject to compliance of the terms of this Lease Agreement, however, only for the balance Lease Term or the balance Lease Renewal Term, as the case may be. Such fresh lease agreement shall be subject to the Lessor's prior written consent (which consent shall not be unreasonably withheld) in case such merger/ amalgamation/ sale/ transfer is not with an affiliate/subsidiary of the Lessee but with a third party entity.

For the purpose of this clause, a change in control of the Lessee shall mean the existing shareholders of the Lessee as on the date of execution of this Lease Agreement ceasing to collectively hold at least fifty-one percent (51%) of the issued and paid-up share capital of the Lessee.

22.6 All costs, charges, expenses including but not limited to penalties, payable on or in respect of execution and registration of such document(s) including fresh Lease Agreement, if any, shall be borne and paid solely by Lessee or the new entity / transferee who shall be responsible for compliance of Laws including the provisions of Indian Stamp Act, 1899, Registration Act, 1908 etc. However, such documents including fresh Lease Agreement will be executed only after payment of all outstanding dues by the Lessee and submission of relevant documents to the Lessor.

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

23. RIGHT OF FIRST REFUSAL

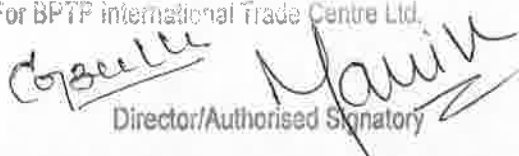
23.1 The Lessee shall have a right of first refusal for lease ("ROFR") over the entire 13th floor (having the gross leasable area admeasuring 46,396 sq. ft.) of the Building ("ROFR Space") till December 31, 2022 ("Cut off Date"). Post Cut off Date, the ROFR shall not be valid and the lease of the 13th floor in the Building between the Parties will be subject to mutual discussion. It is clarified that post the Cut off Date, the Lessor shall not be liable to issue any ROFR Notice (as defined hereinafter) to the Lessee.

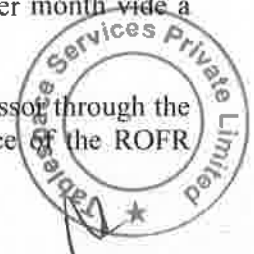
23.2 Till the Cut off Date, the Lessor shall not create leasehold or similar rights/interest in favor of any third party for the 13th floor of the Building till such time all other floors on the Building are occupied or such third party intends to take up the 13th floor in the Building contiguously with the adjacent floors in the Building.

23.3 In the event the Lessor receives a third party proposal for the lease of the ROFR Space, subject to Clause 23.2 above, the Lessor shall intimate the Lessee of the same and make an offer to the Lessee to take up the ROFR Space at the monthly rent of Rs. 77.50 /- (Rupees Seventy-Seven and Fifty Paise only) per sq. ft. of ROFR Space plus GST per month vide a notice issued via email correspondence ("ROFR Notice").

23.4 The Lessee shall have the right to refuse or accept such offer given by the Lessor through the ROFR Notice within a period of 15 (fifteen) days from the date of issuance of the ROFR

For BPTP International Trade Centre Ltd.


Director/Authorised Signatory



Notice, failing which it will be presumed that the Lessee has rejected the said offer given by the Lessor. Accordingly, the Lessor shall be entitled to proceed with the third party proposal; however, where the third party proposal does not culminate in a definitive lease transaction, the ROFR of the Lessee shall continue for the expiry of the Cut off Date.

- 23.5** In the event, the Lessee issues a notice via email correspondence to the Lessor of its intent to accept the ROFR Space within 15 (fifteen) days of the receipt of the ROFR Notice, then the Parties shall enter into a fresh lease agreement for the ROFR Space for a period of 60 (sixty) months on similar terms and conditions as mutually agreed between the Parties under this Lease Agreement including following key commercial terms.

Lease Rent	77.50 /- per sq. ft. of ROFR Space plus GST per month
Rent Free Period	6 (six) months from the lease commencement date of the ROFR Space
Escalation	15% of the last paid lease rent at the interval of each and every three years from the lease commencement date of the ROFR Space
Car Parking	One car park for 1000 sq. ft. of gross leasable area of ROFR Space
IFRSD	Equivalent to three (3) months of applicable lease rent

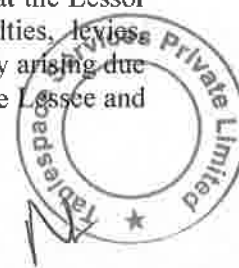
- 23.6** The lease commencement date for the 13th floor of the Building shall be the date on which the Lessee exercises the ROFR and in any case no later than 01st January 2023. Further, the Lessee shall enjoy a rent free period of 6 (six) months from the lease commencement date of the 13th floor of the Building. The obligation of the Lessee to pay the lease rent for the 13th floor of the Building shall commence from the starting of the 7th (seventh) month from the lease commencement date of the ROFR Space.

24. COMPLIANCE:

- 24.1** The Parties agree to comply at their own cost, throughout the Lease Term and the Lease Renewal Term, with Laws (to the extent applicable to them).
- 24.2** The Parties shall always remain responsible for the consequences of their respective non-compliance of Laws.
- 24.3** The Parties shall perform their respective obligations towards installation, operation and keeping at all times in operational condition, equipment, machinery etc. in Building and Building compound / Demised Premises at their own cost and expenses and in conformity with Laws.
- 24.4** The Parties shall always remain responsible for their respective obligations to obtain and always keep valid and make available necessary certificates from Governmental Authority in this regard.
- 24.5** The Lessee shall be responsible for compliance of Laws and shall perform all of its obligations under this Lease Agreement including obtaining and abiding by Governmental Approval required to be observed / performed by the Lessee under Laws and that the Lessor shall not be liable in any manner towards any for claims, damages, penalties, levies, impositions etc. or for any action by Governmental Authority or any other liability arising due to any non-compliance of Laws and / or non- fulfillment of any obligations by the Lessee and that the Lessee shall keep the Lessor indemnified on these accounts at all times.

For BPTF International Trade Centre Ltd.

[Signature]
Director/Authorised Signatory



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

- 25.1** The Lessee shall abide by all the building guidelines in respect of Building and the Demised Premises which may be laid down from time to time by the Lessor ("**Building Guidelines**"). The current Building Guidelines are annexed herewith in **Annexure B**.
- 25.2** The Lessee shall also abide by the fit out guidelines / safety manual / safety guidelines / policies / guidelines / directions / building byelaws issued by the Governmental Authority which may be laid down from time to time by the Lessor.

26. INSPECTION OF DEMISED PREMISES

- 26.1** The Lessee shall allow the Lessor and/or the maintenance agency to enter Demised Premises after prior intimation (except in case of emergency(ies) including any fire etc., any surprise audit, for inspection or any maintenance related issues at the frequency it may deem fit including any emergency and/ or unforeseen circumstances or any inspection by the Governmental Authority or under its directions) and facilitate the Lessor and/or maintenance agency to undertake inspection of the Demised Premises. In case of fire, accidents etc. third party inspection of Demised Premises shall be done after repair works are complete.
- 26.2** For periodic inspections, 01 (one) day' advance intimation will be given in writing to the Lessee, except in case of emergency(ies) and / or unforeseen circumstances.

27. INSURANCE:

- 27.1** During Lease Term and the Lease Renewal Term, the Lessor may itself or through the designated maintenance agency procure and maintain and keep in force, a comprehensive insurance cover (Force Majeure, all natural calamities as per IRDA guidelines such fire, earth quake, flood, storms, riots, wars, terrorist attacks, etc.) insurance coverage for Building, and the facilities and amenities including third party insurance with an approved and recognized insurance company/(ies) and furnish a copy of the premium receipt to the Lessee on the Lease Commencement Date.
- 27.2** During Lease Term and the Lease Renewal Term, the Lessee shall obtain and maintain comprehensive insurance coverage, including third-party liability coverage, of all interior fit out works, furniture, equipment, and / or other items in Demised Premises and shall make timely payments of all insurance premiums. The Lessor shall in no way be responsible for any damage or loss suffered by the Lessee on account of any actions not attributable to the Lessor.
- 27.3** It is made clear between the Parties that in the event of an accident or fire or damages or for any other reason resulting in any loss, financial or otherwise to either Party or to third parties, both the Parties agree to take up the matter with their respective insurance companies through the insurance cover including third party liability.
- 27.4** Either Party shall not do or permit to be done or shall not omit to be done any act or thing which may render void or voidable any insurance relating to or in respect of a part or the whole of Building and Demised Premises or cause any increase in premium payable by other Party in respect thereof.

28. REPRESENTATION AND WARRANTIES:

- 28.1** The Lessee represents that:

For BPTP International Trade Centre Ltd.

Corbuler
Manik
Director/Authorised Signatory



- (a) The Lessee is a company duly incorporated and validly existing in India duly authorized to enter into and perform this Lease Agreement, and the execution and delivery of this Lease Agreement will constitute valid and binding obligations of the Lessee, enforceable against the Lessee in accordance with the terms herein.
- (b) The execution and delivery of this Lease Agreement and the consummation of the transactions contemplated herein do not and will not: (i) contravene its articles, bye-laws, or other constitutional documents; (ii) contravene any material provision of any material indenture, agreement or instrument to which it is a party; and (iii) contravene any Laws, rule, regulation, ruling, order, judgment or decree.
- (c) The Lessee has obtained all applicable approvals and permissions to execute this Lease Agreement and the terms of this Lease Agreement shall be binding on it in accordance with the terms hereof.
- (d) Subject to the terms of this Lease Agreement, Lease Rent, maintenance charges, water charges, electricity charges, power charges and any other dues under this Lease Agreement and any other document executed between the Parties; and agreed hereunder, shall be paid by the Lessee when due.
- (e) The Lessee shall itself be responsible and liable for the safety of its goods, materials, equipment, etc. within the Demised Premises at its own cost and expenses and shall be responsible to keep the same insured at its own cost and expense.
- (f) The Lessee covenants that it shall not store any inflammable items without securing all statutory permissions and fully implementing safety regulations required for the said purpose and the safety measures as may be recommended by the Lessor and/or the concerned authorities.
- (g) The Lessee shall use the Demised Premises for its business and shall not carry on or permit to be carried on in the Demised Premises, or in any part thereof, any activities which are unlawful, obnoxious, or of nuisance, annoyance or disturbance to other tenants/occupants in the Building / Property.
- (h) The Lessee shall use best efforts to minimize unnecessary use of electricity, water, heating, and air conditioning. This helps the Lessor in meeting building-wide energy use reduction goals. In coordination with the Lessee, the Lessor shall use best efforts to implement environmental and social initiatives that the Lessee recommends.
- (i) The Lessee shall not create any encumbrances on the Demised Premises or any part thereof or on any of the fixtures installed in the Demised Premises by the Lessor.
- (j) The Lessee shall be responsible for routine day to day maintenance including housekeeping and the internal security for the Demised Premises. The Lessee shall maintain the Demised Premises in good and habitable condition and carry out all the day to day minor and routine repairs and maintenance (normal wear and tear excluded) in respect of the Demised Premises and the fixtures installed therein, comply with any sanitation, health or safety requirements or guideline as may be specified by the Lessor and/ or any Governmental Authority from time to time and shall not remove or damage the Demised Premises or the fixtures installed therein belonging to the Lessor.
- (k) The Lessee shall not encroach and not store any goods or articles in the common areas, passage(s), entrance(s), stairs, etc. of the Building or the Property.

For BPTP International Trade Centre Ltd.

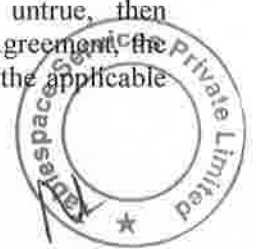
Corbett
Director/Authorised Signatory



- (l) That the Lessee shall be responsible for payments of all bills for telephone, internet and any other facility so availed by the Lessee from any third party service provider directly to the authority concerned.
- (m) The Lessee shall be solely liable to pay, all existing and future rates, taxes, cases, assessments and out goings in respect of its business conducted from the Demised Premises, including but not restricted to Goods and Service Tax, etc., as applicable.
- (n) The Lessee shall comply with the policies, rules and regulations for the maintenance of the Demised Premises and the Building/ common areas, provided by the Lessor from time to time.
- (o) The Lessee shall make good actual costs, charges, expenses and damages that may be incurred or suffered by the Lessor due to any damage being caused to the Demised Premises/ Building/ Property or to the other occupants of the Building/ Property arising from the negligence of the Lessee, its employees or its visitors.
- (p) The Lessee shall obtain all requisite licenses, permits, permissions, approvals, sanctions, etc., if applicable, from the authorities concerned from time to time, as may be required for the running, management and operation of its business. The Lessee shall be responsible for compliance of all the provisions, rules, regulations, bye-laws etc. applicable to its business. The Lessee shall always keep the Lessor harmless and indemnified from any claims/ penalties/ proceedings raised/ instituted by such authorities and/ or the Lessee's customers, employees, workmen, etc. in connection with the business/ activities of the Lessee at the Demised Premises.
- (q) The Lessee shall be responsible to fully insure and maintain the fit outs installed by the Lessee at the Demised Premises at its own costs and expenses and any fit outs done by the Lessee should strictly adhere to the fire and safety norms, building norms, failure of which would attract penalty in the form of compensation for damages caused due to negligence.
- (r) The Lessee shall permit the Lessor to use the name, and/ or, brand name and/ or, logo of the Lessee, solely for advertising and marketing purposes of the Property/Building by the Lessor and, or, its affiliates and assigns.
- (s) The Lessee agrees and accepts that the Lessor is liable to comply with all the terms and conditions of the lease deed executed by NOIDA in favour of the Lessor. The Lessee undertakes and accepts not to undertake any actions or omissions which would result in violation or breach of the conditions of the lease deed executed by NOIDA in favour of the Lessor and the Lessee shall indemnify the Lessor of all such losses, costs, damages, penalties, etc. which the Lessor may incur on account of the same due to reasons solely attributable to the Lessee.
- (t) The Lessee acknowledges that the Lessee's representations and warranties in this clause are a material inducement to the Lessor's entry into this Lease Agreement. Further, the Lessee agrees that prior to or during the Lease Term and the Lease Renewal Term, if any of the representations and warranties directly affecting the use and occupation of the Demised Premises becomes invalid or untrue, then notwithstanding the rights of the Lessor as contained in this Lease Agreement, the Lessee shall intimate the Lessor of the same within 7 (seven) days of the applicable representation or warranty becoming invalid or untrue.

For BPTP International Trade Centre Ltd.


[Signature]
[Signature]
 Director/Authorised Signatory



28.2 The Lessor has represented that:

- (a) The Lessor is a company duly incorporated and validly existing in India duly authorized to enter into and perform this Lease Agreement, and the execution and delivery of this Lease Agreement will constitute valid and binding obligations of the Lessor, enforceable against the Lessor in accordance with the terms herein;
- (b) The execution and delivery of this Lease Agreement and the consummation of the transactions contemplated herein do not and will not: (i) contravene its articles, bye-laws, or other constitutional documents; (ii) contravene any material provision of any material indenture, agreement or instrument to which it is a party; and (iii) contravene any Laws, rule, regulation, ruling, order, judgment or decree;
- (c) It has valid leasehold rights to the Demised Premises;
- (d) It enjoys the uninterrupted, quiet, peaceful, physical, vacant and legal possession of the Demised Premises without any interference whatsoever;
- (e) The Demised Premises/Building/ Property is currently mortgaged in favour of the IDBI Trusteeship Services Limited. It is clarified that the and the said mortgage is subject to the ownership rights of NOIDA and the perpetual first charge of NOIDA over the Demised Premises/Building/ Property, including charge of NOIDA in respect of the outstanding lease rental, if any, payable to NOIDA. Except as otherwise disclosed herein, the Demised Premises/Building/ Property is free from all encumbrances. The peaceful occupation and use of the Demised Premises of the Lessee shall not be affected due to the mortgage created by the Lessor on the Demised Premises. The Lessor reserves the right to change the lender/financer/mortgagee without affecting the Lessee's right to enjoy peaceful occupation of the Demised Premises and the Lessee has no objection to the same;
- (f) all necessary and applicable statutory approvals permissions with respect to the construction of the Building / Demised Premises and for the completion of the Building / Demised Premises have been / will be validly obtained by the Lessor;
- (g) 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 this Lease Agreement and the Lease Renewal Term (if any);
- (h) all the applicable fee, taxes, cess etc. with respect to the Demised Premises shall be paid by the Lessor from time to time;
- (i) Lessor is authorized to enter into this Lease Agreement;
- (j) Lessor has obtained all applicable approvals and permissions to execute this Lease Agreement;
- (k) The Lessor agrees that during the Lease Term, it shall indemnify the Lessee, its officers and directors, and hold them harmless from or against all claims or demands due to dispossession of the Demised Premises by the Lessee, on account of the acts attributable to the Lessor, subject to a maximum aggregate liability of the amount equivalent to the cost of fit out incurred by the Lessee on the Demised Premises; and
- (l) The Lessor acknowledges that the Lessor's representations and warranties in this clause are a material inducement to the Lessor's entry into this Lease Agreement.

For BPTP International Trade Centre Ltd.


Director/Authorised Signatory



Further, the Lessor agrees that prior to or during the Lease Term and the Lease Renewal Term, if any of the representations and warranties directly affecting the use and occupation of the Demised Premises becomes invalid or untrue, then notwithstanding the rights of the Lessee as contained in this Lease Agreement, the Lessor shall intimate the Lessee of the same within 7 (seven) days of the applicable representation or warranty becoming invalid or untrue.

29. DEFAULT IN PAYMENT BY THE LESSEE:

29.1 In case the Lessee defaults in making payments under this Lease Agreement, the following shall be applicable:

29.1.1 Beyond the Due Date: An interest at DPI Rate shall be applicable on the unpaid amounts, from Due Date till the date of realization of such payment by the Lessor.

29.1.2 Beyond 45 (forty five) days from Due Date: The Lessor shall at its option and with prior intimation of 3 (three) days, stop supplying to the Lessee, electricity / air conditioning / water and / or all other services and resume the services only after receiving full payment of any and all dues, payable including interest payable thereon as stated above.

29.2 The aforesaid actions under Clause 29.1.2 shall not amount to any acquiescence or waiver by the Lessor of the defaults of the Lessee and is in addition to any other remedies / actions the Lessor may take including termination of this Lease Agreement. The Lessor shall have no responsibility or liability for any costs, losses and damages, if any, suffered by the Lessee on account of same. The Lessee hereby specifically waives its right to lodge any claim whatsoever against the Lessor as a result of such action.

30. EVENTS OF DEFAULT / TERMINATION OF LEASE / CONSEQUENCES THEREOF:

30.1 The Lessee acknowledges and agrees that the events of defaults are mentioned below:

30.1.1 Failure by the Lessee to comply with Laws and / or guidelines of the Lessor with respect to safety / security / fire safety. Safety of all occupants of Building and that of Building itself are of paramount importance and the Lessee will perform all acts and deeds necessary for complying with all safety requirements.

30.1.2 Failure by the Lessee to make any payments including but not limited to the payment of Lease Rent, IFRSD, maintenance charges and any other charges agreed to be paid under this Lease Agreement and any other document executed between the Parties; and agreed hereunder, for a consecutive period of 2 (two) months' from the Due Date stipulated in this Lease Agreement.

30.1.3 All other defaults of similar nature (as mentioned in Clause 30.1.2) including dishonour of any cheque(s) given by the Lessee to the Lessor for any reason whatsoever, non -- deposit of TDS, etc.;

30.1.4 Failure by the Lessee to use Demised Premises for the purpose for which it has been Leased as stipulated in this Lease Agreement and annexures thereto and breach of Laws;

For BPTF International Trade Centre Ltd.

Corbett
Hanuk
Director/Authorized Signatory



- 30.1.5** Initiation of any police case, search and seizure, or any other investigation against the Lessee in relation to the Demised Premises;
- 30.1.6** In the event the Lessee carries on and / or conducts any business from Demised Premises other than the business which is in accordance with Laws in respect of Plot;
- 30.1.7** Abandonment of the Demised Premises by the Lessee;
- 30.1.8** Alteration, sub-division or amalgamation of Demised Premises in contravention of the conditions of the zoning plans, building plans etc. by the Lessee or any other person acting in its behalf;
- 30.1.9** In the event there is a material breach in any of the material representations, warranties or covenants of the Lessee as provided in this Lease Agreement;
- 30.1.10** In the event, the Lessee or any of its creditor, clients, employee, etc. files a petition for the Lessee being declared as insolvent and / or fails to maintain its corporate / juridical existence and / or is adjudicated as insolvent;
- 30.1.11** In the event Lease and / or Demised Premises gets affected directly or indirectly due to any act of omission or commission of the Lessee, including any litigation with a third party; and
- 30.1.12** Any other acts, deeds or things which the Lessee may commit in material breach of or fails to perform in terms of this Lease Agreement, and any other document executed between the Parties; and agreed hereunder.
- 30.2** Upon occurrence of any one or more of other event(s) of default mentioned in Clause 30.1 under this Lease Agreement (except for the events of default mentioned in Clause 30.1.2, and Clause 30.1.10), the Lessor shall by written notice to the Lessee, give 60 (sixty) days to the Lessee to rectify the default, in case such default is rectifiable. On failure of the Lessee to rectify the default within 60 (sixty) days so provided, this Lease Agreement shall stand determined on expiry of said 60 (sixty) days and the Lessor will be entitled to re-enter and take possession of Demised Premises without any prejudice to the Lessor's right to claim its dues or avail other remedies available to the Lessor.
- 30.3** Upon the events of default mentioned in Clause 30.1.2, Clause 30.1.10 and Clause 30.1.11, then this Lease shall stand terminated forthwith. The Lessee acknowledges and agrees that in such an event the Lessor will be entitled to re-enter and take possession of Demised Premises without any prejudice to the Lessor's right to claim its dues or avail other remedies available to the Lessor.
- 30.4** The Lessee agrees that upon the termination of this Lease Agreement and subject to refund of the IFRSD to the Lessee in the manner as agreed under this Lease Agreement, the Lessor will be released and discharged of all its liabilities and obligations under this Lease Agreement and the Lessee shall be left with no right or interest over Demised Premises or any part thereof.
- 30.5** The Lessee acknowledges and agrees that in the event of termination of this Lease Agreement for any reason as provided in this Lease Agreement, if any undisputed amount is due from the Lessee then the same shall be recoverable with interest at DPI rate by the Lessor from the Lessee, on or before the Lessee vacating the Demised Premises.

For BPTF International Trade Centre Ltd.


Director/Authorised Signatory



30.6 The Lessee shall make the payments as stipulated in Clause 31.3 to the Lessor in case Lease is terminated under this Clause 30 of this Lease Agreement.

30.7 The Lessor shall not be entitled to terminate this Lease Agreement at any time during the subsistence of the Lessor's Lock-in Period, except for the reasons as mentioned in this Lease Agreement.

31. TERMINATION BY THE LESSEE BEFORE / AFTER EXPIRY OF LOCK-IN PERIOD:

31.1 Termination by the Lessee before the expiry of Lock-in period:

31.1.1 The Lessee shall not have the right to terminate this Lease Agreement, until expiry of Lessee's Lock-in Period, except for a material breach by the Lessor. In case the Lessee terminates this Lease Agreement prior to the expiry of the Lessee's Lock-in Period, the Lessee shall be liable to give prior written notice to the Lessor for a period, not less than the Notice Period. In such an event, except where such termination is due to a material breach by the Lessor, the Lessee shall be liable to pay the amount equivalent to Lease Rent, maintenance charges, taxes and any other charges as otherwise agreed to be paid by the Lessee to the Lessor with respect to the Demised Premises under this Lease Agreement and any other document executed between the Parties; and agreed hereunder, for the entire unexpired Lessee's Lock-in Period or for Notice Period, whichever is higher.

31.1.2 Upon the termination of this Lease Agreement for any reason whatsoever, the Lessee shall handover the peaceful, vacant and physical possession of Demised Premises to the Lessor in in an as-is-where-is or in original condition, to be mutually agreed upon by the Parties Lessee, reasonable wear and tear excepted. In the event the Lessee fails to handover Demised Premises to the Lessor upon termination aforesaid, then the Lessee shall be treated as an unauthorized occupant and shall also be liable to pay Use and Occupation Charges as provided in Clause 33 of this Lease Agreement and shall also be liable for all actions under Laws. The Lessor shall also have the right, power and authority to re-enter the Demised Premises and takeover the possession of the Demised Premises by itself or with the assistance of any Governmental Authority or otherwise.

31.2 Termination by the Lessee after the expiry of Lessee's Lock-in period:

31.2.1 The Lessee may terminate the Lease, by giving a prior written notice for Notice Period anytime after the expiry of Lessee's Lock-in period, or by making payment of Lease Rent, taxes and any other charges as otherwise agreed to be paid by the Lessee to the Lessor with respect to the Demised Premises under this Lease Agreement and any other document executed between the Parties; and agreed hereunder, for the period equivalent to the Notice Period in lieu of Notice Period.

31.2.2 Upon termination for any reason whatsoever, the Lessee shall handover the peaceful, vacant and physical possession of Demised Premises to the Lessor in in an as-is-where-is or in original condition, to be mutually agreed upon by the Parties, reasonable wear and tear excepted. In the event the Lessee fails to handover Demised Premises to the Lessor upon termination as aforesaid, then the Lessee shall be treated as an unauthorized occupant and shall also be liable to pay Use and Occupation Charges as provided in Clause 33 of this Lease Agreement and shall also be liable for all actions under Laws. The Lessor shall also have the right, power and authority to

For BPTP International Trade Centre Ltd.

Gaurav Mahesh
Director/Authorised Signatory



re-enter the Demised Premises and takeover the possession of the Demised Premises by itself or with the assistance of any Governmental Authority.

31.3 The Lessee shall pay Lease Rent, Taxes and any other charges as stipulated in Clause 31.1. or 31.2 above (as the case may be) in case this Lease is terminated under Clause 30 of this Lease Agreement.

31.4 The Lessee acknowledges that it does not have any right to object to any amount claimed / demanded by the Lessor as stated above and further specifically and voluntarily agrees not to raise any dispute against such claim / demand made by the Lessor.

32. REINSTATEMENT OF DEMISED PREMISES:

32.1 The Lessee shall hand over the peaceful, vacant and physical possession of Demised Premises in an as-is-where-is or in original condition, to be mutually agreed upon by the Parties, together with the Lessor's fixtures and fittings installed therein, if any, (reasonable wear and tear excepted) on the expiry / earlier termination of this Lease Agreement, whichever is earlier.

33. USE AND OCCUPATION CHARGES AFTER THE TERMINATION OF LEASE:

If Lease is terminated by either Party or expires by efflux of time and Demised Premises is not vacated and / or handed over by the Lessee in accordance with the terms of this Lease Agreement, the Lessee shall be liable to pay Use and Occupation Charges, Taxes for Demised Premises, maintenance charges, taxes and any other charges as agreed to be paid under this Lease Agreement, and/or any other agreement executed between the Parties, and agreed hereunder, till handover of the vacant possession of Demised Premises by the Lessee to the Lessor.

The Lessee acknowledges that it does not have any right to object to any amount claimed / demanded by the Lessor as stated above and further specifically and voluntarily agrees not to raise any dispute(s) against such claim / demand made by the Lessor. The Lessee also acknowledges and agrees that the right of the Lessor to demand Use and Occupation Charges shall be without prejudice to the rights and remedies of the Lessor under this Lease Agreement and under Laws.

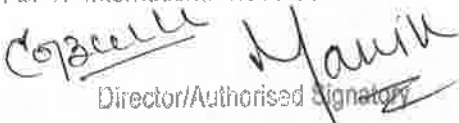
34. INDEMNITY:

34.1 The Lessee shall indemnify the Lessor, and its employees from any and all loss or damage which the Lessor may sustain by reason of third party claims brought against the Lessor to the extent that such loss or damage is caused by:

34.1.1 Any loss arising as a result of a material breach of the provisions of this Lease Agreement or violation of Law or building regulations or inaccuracy/misrepresentation of representations or warranties under this Lease Agreement or as a result of the negligence or misconduct or nonfeasance of the Lessee;

34.1.2 Any damage, loss or destruction of any tangible or real personal property of the Lessor caused by the negligence or other tortuous acts or omissions of the Lessee (including its employees, contractors and agents);

For BFTT International Trade Centre Ltd.


Director/Authorised Signatory



- 34.1.3** Taxes, together with fines, penalties, interest, additions to taxes or similar liabilities imposed in connection therewith, that are the sole responsibility of the Lessee under this Lease Agreement or in Law;
- 34.1.4** Improvements or alterations carried out by the Lessee with regard to the Demised Premises which are structural in nature and which cause damage to the Demised Premises, whether or not such improvements or alterations were consented to by the Lessor; and
- 34.1.5** Claims by government regulators or agencies for fines, penalties, sanctions, underpayments or other remedies to the extent such fines, penalties, sanctions, underpayments or other remedies solely arise out of the Lessee's failure to perform its responsibilities under this Lease Agreement.
- 34.2** Each Party agrees to defend, indemnify and hold harmless the other Party from and against any and all damages, liabilities, costs, expenses (including reasonable attorneys' fees, expert fees and other legal expenses) and settlement amounts incurred in connection with (i) gross negligence, misrepresentation, error or omission on its or its representatives' part relating to or concerning the performance of its obligations as specified herein; (ii) breach of the provisions of Laws; (iii) infringement of patent, copyright, trade secret or other intellectual property right of a third party; and / or (iv) any suit, claim, or action by any third party against the other Party as a result of any act and / or omission to act by the defaulting Party.

35. FORCE MAJEURE:

- 35.1** Either Party shall not be held responsible for any consequences or liabilities under this Lease Agreement if it is prevented in performing or fulfilling its obligations by reason of Laws, or due to any force majeure event which may include but not be limited to acts of God, floods, tempest, lightning, cyclones, earthquakes, fires (unless caused by the wilful acts, omissions or negligence of the Parties or their employees, agents, vendors, visitors, service provider, etc.), war, riots, insurrection, violence of mob or enemies of the Country, act of terrorist, insurgent, or any group acting against the government or the people of the country, strikes, orders/actions of governmental or other statutory authorities, national emergency, or any other similar causes beyond the reasonable control of the party affected ("**Force Majeure**").
- 35.2** Upon happening of any such Force Majeure event, either Party prevented from carrying out its obligations hereunder (the "**Affected Party**") would inform the other Party of such event. Upon abatement of such event, either Party would inform the other Party about cessation of the same.
- 35.3** It is clarified that the Lessee, subject to Clause 35.4 below, shall not be required to pay Lease Rent stipulated in this Lease Agreement during the continuance of any Force Majeure event. Notwithstanding the foregoing, upon the occurrence of a Force Majeure event, the Lessee shall continue to be liable to pay the electricity, maintenance and other utility charges during the Force Majeure event.
- 35.4** In the event the Lessee is prevented from using the Demised Premises, at any time during the Lease Term or the Lease Renewal 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 this Lease Agreement, save and except obligation towards payment of Lease Rent by the Lessee. It is clarified that the Lessee shall continue to be liable to pay the electricity and other utility charges during the occurrence of epidemic or pandemic related lockdown.

For BFTF International Trade Centre Ltd.

Copescu
Director/Authorised Signatory



35.5 In the event Demised Premises or any part thereof be destroyed or damaged due to any Force Majeure activity, the Lessee shall, temporarily vacate the whole or such portion of Demised Premises, as may be required, to enable the Lessor to carry out repairs and to restore Demised Premises in as good condition as it was in at the time of handover of Demised Premises for interior fit-out works. In such a situation, all payments specified under this Lease Agreement for the affected portion of Demised Premises shall abate till the time the affected portion of Demised Premises is repaired and restored to as good condition as it was in at the time of handover of Demised Premises for interior fit-out works. All payments specified under this Lease Agreement during such period shall continue to be made by the Lessee for the unaffected/usable portion of Demised Premises.

35.6 If the Force Majeure situation or the damage caused by such Force Majeure event continues for a period of more than 90 (ninety) calendar days, then notwithstanding Lessor's Lock in Period and/or Lessee's Lock in Period, either Party may terminate this Lease Agreement by giving a prior written notice of 30 (thirty) days and the Lessor shall refund the IFRSD paid by the Lessee, subject to recovery/adjustment of the outstanding dues, if any, under this Lease Agreement. In such an event, the Lessee shall not be under any obligation to make the payments as stipulated in Clause 31.1.1. for the unexpired Lock-in period, if any.

35.7 Notwithstanding anything contained herein, if the Lessee and its occupier/sub-lessees/clients are able to use, access and occupy the Demised Premises for undertaking its business in the manner contemplated herein during the Force Majeure event including during the occurrence of epidemic or pandemic related lockdown, then the Lessee shall continue to comply with the terms and conditions of this Lease Agreement, including timely payment of Lease Rent, maintenance charges, car parking, electricity utility charges and other such charges as agreed to be paid under this Lease Agreement.

36. SALE / MORTGAGE / TRANSFER:

36.1 In the event the Lessor transfers either by way of sale or mortgage or creates a third party charge / right in any manner whatsoever, on Demised Premises/Property, the Lessee acknowledges that it does not have any right to raise any objection to the same provided, the rights of the Lessee under this Lease Agreement is not prejudiced.

36.2 Such creation of mortgage / charge shall not affect the rights of the Lessee to use Demised Premises during Lease Term.

36.3 In case of sale, upon intimation by the Lessor, the Lessee shall attorn as a tenant to the new transferee on the same terms and conditions as stated in this Lease Agreement. It is however clarified that in any case, the Lease Term and/or the Lease Renewal Term shall not be extended.

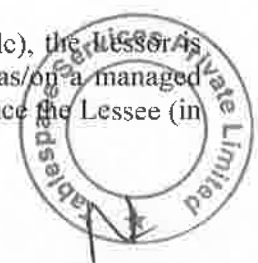
37. NON-COMPETE

37.1 The Lessor agrees and undertakes that it shall not lease any part of the Building during the Lease Term or Lease Renewal Term (if applicable), to any other entity engaged in competing business with the Lessee that of managed office space, enterprise solutions/co-working/business center.

37.2 If at any time during the Lease Term or Lease Renewal Term (if applicable), the Lessor is approached by any prospective client to take one or more floors on lease as/ on a managed office/ enterprise solution model or through a broker, the Lessor shall introduce the Lessee (in writing with the Lessee in copy) as the preferred partner for the same.

For BPTP International Trade Centre Ltd.

Copy
Manish
Director/Authorised Signatory



37.3 If the Lessee is not chosen/shortlisted for any reason whatsoever by such prospective client, as communicated to the Lessor in writing, the Lessor shall be free to lease any premises / area / floor in the Building to the managed office operator/ enterprise solution provider/co-working player/ business center of such client's choice, without any intimation to the Lessee.

37.4 Notwithstanding anything contained hereunder, the provisions of this Clause shall be applicable throughout the Lease Term, and the Lease Renewal Term (if any).

38. TIME IS THE ESSENCE OF LEASE:

Time is the essence of this Lease Agreement and the Lessee shall perform all its obligations under this Lease Agreement in a timely manner.

39. WAIVER:

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

40. SEVERABILITY:

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

41. GOVERNMENTAL / STATUTORY PROCEDURAL REQUIREMENTS:

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

42. CONFIDENTIALITY:

42.1 No announcements, disclosures, publicity of any nature, regarding any Party and other negotiations vis-à-vis this Lease Agreement will be made by either Party unless the form, content and timing of the release is approved in writing by the Parties hereto.

42.2 Either Party may disclose the existence of Lease to its legal counsels, accountants, lenders, prospective lenders, consultants, merchant bankers, engineers, architects, interior designers, vendors, suppliers and other persons who need to be aware of the existence of Lease, and to the extent that such disclosure is required by Laws or by any Governmental Authority.

43. ONLY LESSOR LESSEE RELATIONSHIP:

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

44. GOVERNING LAW:

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

For BFTP International Trade Centre Ltd.

[Signature]
Director/Authorised Signatory



45. DISPUTE RESOLUTION:

45.1 All or any disputes arising out of, touching upon, connected with, concerning or in relation to the terms of this Lease Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion between the Chief Executive Officers, key managerial personnel and/or Director of the Parties, failing which the same shall be settled through arbitration in accordance with the Arbitration & Conciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force. The seat of arbitration and proceedings shall be at New Delhi by the sole arbitrator who shall be mutually appointed by the Parties and whose decision shall be final and binding upon the Parties. The arbitration proceedings shall be in English language only. The cost of arbitration shall be borne by the respective Parties in equal proportions. During the pendency of an arbitration, each Party shall continue to perform its obligations hereunder (unless such Party is otherwise entitled to suspend its performance hereunder or terminate this Lease Agreement in accordance with the terms hereof).

45.2 The district courts at Noida, Uttar Pradesh shall have the jurisdiction concerning all matters in this Lease Agreement.

46. EXECUTION AND REGISTRATION OF LEASE AGREEMENT:

46.1 All costs, charges, stamp duty etc. including any penalties / imposition thereof, on execution and registration of this Lease Agreement or on all other instruments and deeds to be executed pursuant to this Lease Agreement, as applicable, shall be borne and paid by the Lessee. It is hereby clarified that it shall be the obligation of the Lessee to pay all such charges as and when demanded by Governmental Authority in this regard and the Lessee does hereby undertake to keep the Lessor indemnified against any such charge / liability. However, each Party shall bear its own legal fees and expenses.

46.2 The Lessee shall be responsible for the compliance of The Indian Stamp Act, 1899, local stamp act and rules made thereunder, The Registration Act 1908 and rules made thereunder and the respective state enactments, as applicable.

46.3 The Lease Agreement shall be registered within a period of 30 (thirty) days of its execution. It is further agreed that the Lease Agreement will be executed in 1 (one) original and 1 (one) counterpart. The original executed and registered Lease Agreement shall be retained by the Lessor and a certified copy of the same shall be provided to the Lessee.

46.4 The original Lease Agreement shall be produced by the Lessor as and when required by the Lessee upon receipt of prior notice of 2 (two) days from the Lessee, except in case of emergency(ies).

46.5 This Lease Agreement along with the annexure(s) constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, written or oral, correspondence, LOI and / or any / all agreements understanding deeds etc. between the Parties.

47. MODIFICATION / AMENDMENT / VARIATION:

This Lease Agreement shall not be changed or modified except by written amendment by way of an addendum duly agreed and signed by the Parties. However, for matters pertaining to car parking spaces, Façade Signage, Normal Business Hours, etc., modification / amendment

For BPTP International Trade Centre Ltd.

Copell
Narain
Director/Authorised Signatory



variation may be made by way of any instrument including letter agreement signed by the Parties.

48. NOTICES:

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

If to Lessor:

Name: BPTP International Trade Centre Limited

Address: OT-14, Third Floor, Next Door, Parklands, Sector-76, Faridabad 121004

E-mail: joy.bhalla@bptp.com, manik.malik@bptp.com, and devendra.bhandari@bptp.com

If to Lessee:

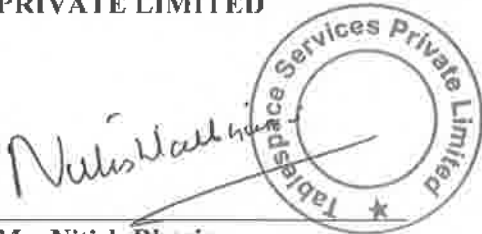
Name: Mr. Manibabu Krishnan

Address: 46, Level 5, Prestige Trade Tower, Palace Road, High Ground, Sampangi Nagar, Bangalore – 560001

E-mail: manibabu.krishnan@tablespace.com

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS TO THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST AND ABOVE MENTIONED.

For & on behalf of **TABLESPACE SERVICES PRIVATE LIMITED**



Mr. Nitish Bhasin
Authorized Signatory

For & on behalf of **BPTP INTERNATIONAL TRADE CENTRE LIMITED**



Mr. Manik Malik
Authorized Signatory
For BPTP International Trade Centre Ltd.

Director/Authorised Signatory

Mr. Joy Bhalla
Authorized Signatory

WITNESSES:

Sign: _____

Name: _____

Address: _____

Sign:  _____

Name: Pradeep Bhatia

Address: F-604, Ardee Residency,
Gurgaon

SCHEDULE

DESCRIPTION OF THE DEMISED PREMISES

Commercial space located on the 9th floor (admeasuring super area of 46,383 square feet) and commercial space on the 10th floor (admeasuring super area of 46,383 square feet), in the tower 'Capital City', situated at Plot No. 02, Sector 94, District Gautam Budh Nagar, Noida, Uttar Pradesh bounded as follows:

On the East by: Plot No. 1

On the West by: 24 meter and 30 meter wide road

On the North by: 300 meter wide road

On the South by: Plot No. 3

For BPTP International Trade Centre Ltd.

Copane

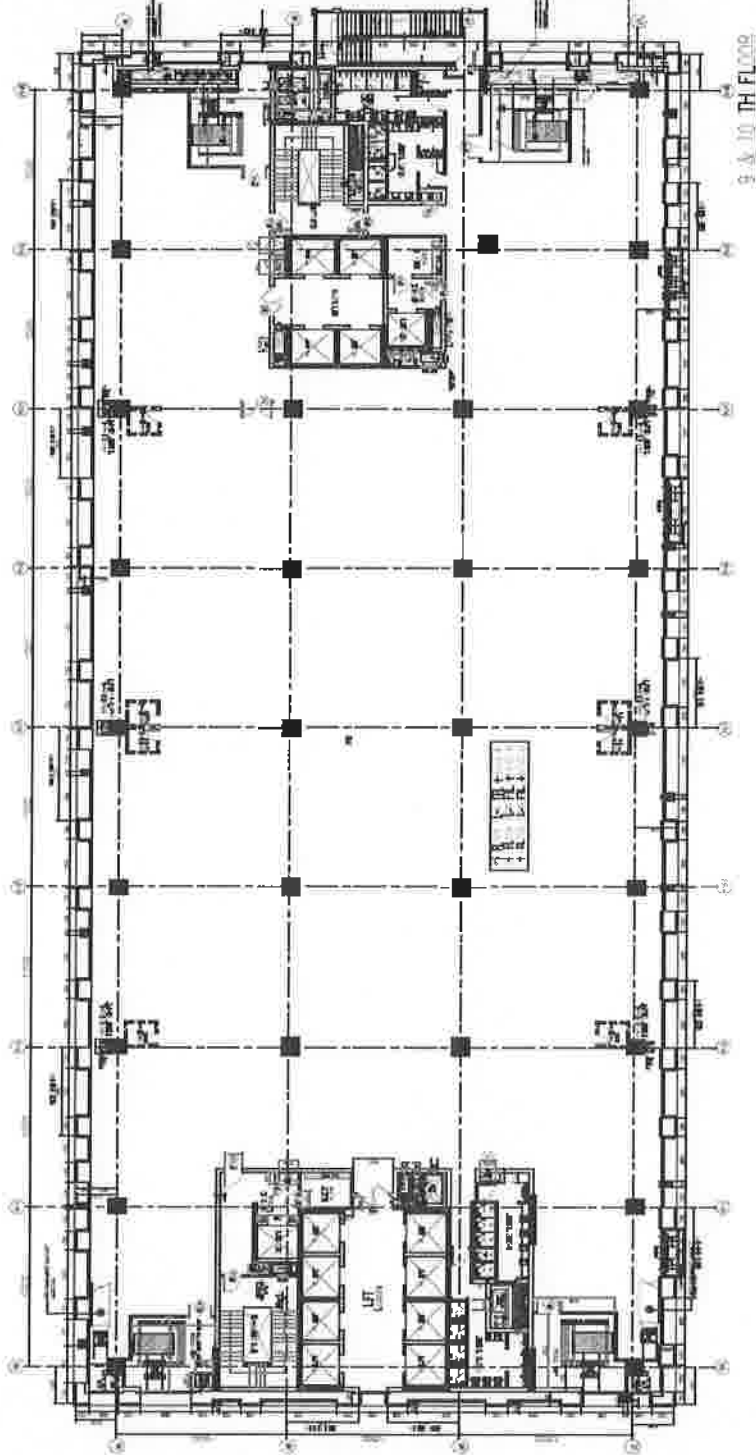
Director/Authorised Signatory

Maurin



ANNEXURE A

FLOOR PLAN OF THE DEMISED PREMISES



For BPTP International Trade Centre Ltd.

Copala *Yanik*
Director/Authorised Signatory



ANNEXURE B

BUILDING GUIDELINES DURING INTERIOR FIT-OUTS WORKS, ADDITIONS/ MODIFICATIONS/ ALTERATIONS OF INTERIOR FIT-OUT WORKS (REFERRED HEREINAFTER AS INTERIOR FIT-OUT WORKS) AND DURING THE LEASE TERM / LEASE RENEWAL TERM AND DURING OPERATIONS

The following are the Building Guidelines effective as on the date the Demised Premises is handed over to the Lessee for interior fit-out works/ Lease Commencement Date. The Building Guidelines form part of the Lease Agreement and may be amended by the Lessor at any time in accordance with the Lease Agreement and as per Laws.

All safety procedures laid down by the Lessor from time to time shall be followed by the Lessee. Any other safety measure deemed necessary for safe execution of the work shall be taken by the Lessee to ensure safety. The Lessee shall ensure that no structural changes/ damage take place.

BUILDING GUIDELINE FOR INTERIOR FIT OUT WORKS

1. WORK STANDARDS

- 1.1 All works to be carried out in a professional manner and only by appropriately licensed and professionally trained personnel.
- 1.2 The Lessee's contractors shall ensure that all work undertaken on site, as well as the equipment and tools used shall conform to relevant safety standards and legislative requirements.
- 1.3 An indemnity bond shall be required to be furnished by the Lessee to the Lessor / Building Management prior to commencement of any work in the Demised Premises / Building in the format provided by the Lessor.

2. NOISE AND VIBRATION

- 2.1 During Normal Business Hours, no noisy interior works such as drilling, hammering, cutting, chiseling etc. is to be carried out by the Lessee. The same can be done after Normal Business Hours in consultation with the Lessor's Building Management team. However, works other than the above can be carried on which cause no disturbance to the other occupied floors in the Building.
- 2.2 Building Management reserves the right to stop work in cases of excessive noise or where they believe the safety or "quiet enjoyment" of the other occupants/ Lessees or their staff and general public is compromised.
- 2.3 All hours of work must be agreed to with Building Management prior to commencement of such works.

3. STORAGE

- 3.1 The Lessee to ensure that the stair cases are not blocked with interior fit-out material.
- 3.2 No material to be stocked in the lift lobby area.
- 3.3 The Lessee shall not store paint and other combustible material at Demised Premises.

For BPTP International Trade Centre Ltd.

Copala
Hanuk
Director/Authorised Signatory



- 3.4 The material may be brought onto the floor for interior finishing as and when it is required.
- 3.5 No storage (even temporary) of any material / records in basement is allowed.

4. WASTE MANAGEMENT

- 4.1 It is the Lessee's contractor and the Lessee's responsibility to dispose of the rubbish in an appropriate manner.
- 4.2 The Lessee's contractors shall maintain on the site, during the progress of their works, a suitable heavy-duty industrial vacuum cleaner and shall thoroughly clean all work areas daily.
- 4.3 All rubbish must be removed daily from the site as it accumulates. Every day, on completion of work, the Lessee shall ensure that the site is cleaned off of all combustible & non-combustible scrap including any wood/paper/loose paint /any other material/scrap is removed from the Demised Premises.
- 4.4 Washing paint and grease from hands is not permitted in the Building's bathroom facility.
- 4.5 Any hazardous materials (e.g. asbestos, foam, chemicals etc.) must be disposed of in accordance with governing regulations.
- 4.6 Wet and dry garbage shall be disposed separately as per the Building's policy

5. HAZARDOUS SUBSTANCES

- 5.1 The Lessor subscribes to an environmentally sensitive approach to hazardous substances, therefore the Lessee and the Lessee's contractors are expected to seek out and recommend suitable alternatives to the use of hazardous substance if possible.
- 5.2 The Lessor actively supports the use of safe products and therefore requires that all chemicals and substances used on Demised Premises are as environmentally safe as possible.

6. FIRST AID

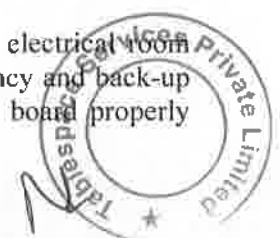
All the Lessee's contractors/ staff on site must keep a suitable first aid kit at all times located on the work site and shall familiarize themselves with the Building's first aid facilities. All the Lessee's contractors/ staff shall provide first aid training to their personnel to be engaged at the Demised Premises with the Environment, Health and Safety (EH&S) requirements.

7. ELECTRICAL WORKS

- 7.1 No work is permitted on "live" electrical installations except for the purpose of commissioning or testing and after a written safe work method statement has been completed by the licensed electrician who will carry out the work.
- 7.2 Ladders used in electrical works should be fully insulated by provision of rubber/neoprene shoes.
- 7.3 For the operational usage, the Lessor has provided the electrical tap-off in electrical room along with sub-meters installed for supply of power from grid/supplying agency and back-up power. The Lessee to tap-off electricity through proper distribution panel / board properly

For BPTP International Trade Centre Ltd.

Copala
Yanik
Director/Authorised Signatory



earthed. The distribution of electricity inside the Demised Premises during the interior fit-out works shall be responsibility of the Lessee.

- 7.4 During interior fit-out works, the electrical supply for fit-outs to be given through portable DG/ Building DG (if installed). In case power for fit-outs is provided through temporary portable DG installed outside, the Lessee will have to take the tapping through a cable of suitable rating from outside the Building. The Lessee to take the electricity in a proper panel/ fitted with MCB & ELCB with proper earthing. Cable of proper rating to be used as per load. No loose connection & joints in wires will be allowed. During interior works while using drilling/hammering machine or any other electrical equipment, the Lessee shall ensure that proper 3 pin plugs are used. No over loading of socket will be allowed. All hand tools shall have double insulation facility.
- 7.5 All outgoing feeders single phase & 3 phases in Panels & DBs outlets shall be suitable of individual equipment rating and outgoing feeders must have a protection arrangement so that it should trip in the event of overload, short circuit & earth fault.
- 7.6 No aluminum cable to be used. Only copper cables of ISI make to be used.
- 7.7 Under no circumstances, during interior fit-out works/ operations, should the safety system in the circuit / MCB / ELCB be bypassed. The Lessee is required to ensure that this is adhered to under all circumstances.
- 7.8 LED/ CFL & tubes with electronic chokes to be used. Aluminum / copper chokes shall not be used.
- 7.9 Compressors of split AC/ precision AC is required to be serviced regularly to avoid overheating/ jamming of compressor/ fan motor. Stabilizer sockets to be checked regularly for heating.
- 7.10 Supply from one socket to be used for one source only and 3 wire cable to be used rather than 3 different cables. Overloading of sockets shall not be permitted.
- 7.11 Balancing of load should be proper in all 3 phases.
- 7.12 Coffee machine/ water cooler/ oven and any other Electrical appliances should be properly earthed and to be used with a proper rating of cable through 30mA ELCB.
- 7.13 For power output 15 amp plugs, for lighting 5 amp plugs, and for AC, industrial sockets to be used by the Lessee.
- 7.14 Small step down transformer for lighting to be properly secured on the true ceiling. No such transformer/ electronic choke shall be kept / secured on false ceiling.
- 7.15 No PVC pipes to be used for Electrical wiring; only MS/GI pipes to be used.
- 7.16 Electrical panel wiring to be properly dressed and the gap between the phases, phase to neutral/ earth shall be as per IE rules.
- 7.17 CT provided in the electrical panel should be of proper size and should have a proper gap between the space and CT to be checked for any heating/ cracking. CT secondary shall not be open under any circumstances.
- 7.18 One circuit should not have more than eight light point or two power points.

For BPTP International Trade Centre Ltd.

Copula H. P. N. N.
Director/Authorised Signatory



- 7.19 Only LED signage to be used.
- 7.20 The Lessee to ensure that the electro-mechanical systems installed in the Demised Premises is properly maintained during their interior fit-out works and during operations. The Lessee to also ensure that no fire spreads from the Demised Premises.
- 7.21 The Lessee to have the audit of their entire Electrical systems done on a half-yearly basis by a reputed Electrical consultant and provide a certificate certifying that all the Lessee's installations including insulation resistance are in good and safe working condition and does not have any possibility of short circuit and becoming a fire source. The aforesaid certificate is required to be submitted to the Building Management team on half-yearly basis.
- 7.22 The Lessee to have the audit of their entire HVAC systems done on a half-yearly basis by a reputed HVAC consultant and provide a certificate certifying that all the Lessee's installations are in good and safe working condition and does not have any possibility of short circuit and becoming a fire source. The aforesaid certificate is required to be submitted to the Building Management team on half-yearly basis.

8. ELECTRICAL ISOLATION AND EQUIPMENT

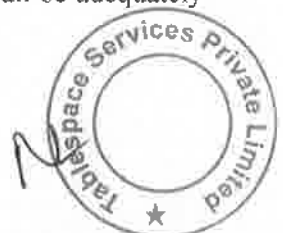
- 8.1 Compact fluorescent lamps/ LED/ any other energy efficient equipment as mandated under applicable Laws and/ or as advised by the Lessor shall be used by the Lessee for the purpose of internal lighting.
- 8.2 Isolation of electrical supply on the switchboards is only to be carried out by a qualified or authorized person after prior approval from Building Management has been obtained.
- 8.3 Main switches, circuit breakers or fuses must be tagged, with an approved tag stating reasons for isolation and signed by a qualified person.
- 8.4 All equipment must be fully tested prior to the tag being removed and the circuit energized. Only the person who tagged the equipment may authorize the removal of the tag and energizing the system.

9. WORKING AT HEIGHTS

- 9.1 Written safe work method statements must be supplied for all works carried out at over 1.8 meters from the ground (Working at heights). When accessing any high areas or near edges where there is a risk of falling down, the Lessee or the Lessee's contractor must ensure all personnel are trained in the safe working procedures applicable. As a minimum risk control strategy, all personnel will wear full body harness, shock-absorbing lanyard and be connected to a fall restraint or fall arrest system.
- 9.2 The Lessee's contractor must supply personal protective equipment as required to complete the work.
- 9.3 Whenever work at height (Working at heights) is in progress, area below shall be adequately barricaded to prevent injury to people due to falling material.

For BFTP International Trade Centre Ltd.

Corbett
Mouir
Director/Authorised Signatory



10. SCAFFOLDING

- 10.1 Any work to be carried out at heights that require the use of scaffolding must be complied with the relevant work safe regulations. The use of wooden scaffolding is strictly prohibited and only MS cuplock system shall be used for scaffolding.

11. LADDERS

- 11.1 Ladders must be in good order and structurally sound.
- 11.2 Ladders must be of industrial grade approved standards.
- 11.3 All the Lessee's contractors must conduct safe use of Ladder training for all their employees prior to coming to site.
- 11.4 Ladders are not to be placed against any window or electrical equipment, cupboards, fire or water lines etc.
- 11.5 When using ladders in public areas, appropriate barriers and warning signs must be used on all sides of the ladder.
- 11.6 No ladder is to be left standing if unattended in public areas of the Demised Premises/ Building.

12. ACCESS TO THE ROOFTOP

- 12.1 Access to the rooftop/ terraces can be gained on request. The Lessee's contractors must contact Building Management and complete a restricted areas access permit prior to entering this area.
- 12.2 Please note when using a ladder, three limbs must be in contact with the ladder at all times. No ladders are to be left standing, if unattended.
- 12.3 When tools or equipment need to be carried to the rooftop/ terrace, it must be done using the stairwells only. If the load is awkward or heavy, an alternative means must be adopted after consulting Building Management.
- 12.4 Hazardous areas are generally identified by yellow line marking and signage – communicating a no go zone, where an extreme caution is always warranted.

13. PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

- 13.1 It is the responsibility of the supervisor or Manager of the Lessee to ensure that their personnel and their contractor's staff have suitable protective clothing and equipment to carry out their tasks safely.
- 13.2 No workman shall be permitted to work without wearing appropriate Personal Protective Equipment (PPE) and personal identification badges at all times. The PPE is required to meet the relevant IS standards or shall have CE approval.

14. GUARDING

Guarding covering such items as rotating couplings, grinding wheels and general moving machinery (i.e. compactors) must not be left off without the correct isolation being in place.

For BPTP International Trade Centre Ltd.

Copell Mawin
Director/Authorised Signatory



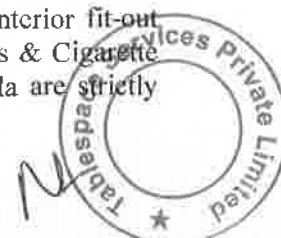
No machinery, hand tools or any other type of equipment are to be operated without effective safety guards.

15. FIRE PROTECTION

- 15.1 The existing sprinkler systems provided is not to be isolated or closed at any point of time during interior works.
- 15.2 The Lessee shall provide a separate network of sprinklers below the false ceiling.
- 15.3 If no false ceiling is proposed to be provided but partitions are carried up to roof level, the Lessee shall install additional sprinklers to ensure that the distance between two sprinklers is not more than 3000 mm & from wall/partition not more than 1500 mm & from glazing shall be 600 mm.
- 15.4 Before starting the interior/fit-out works, the Lessee will also check for themselves that the sprinkler systems are in working condition.
- 15.5 Upon completion of false ceiling, the sprinkler below false ceiling is to be charged. Only upon charging the sprinklers below false ceiling, the Lessee can do other interior works and can bring in the carpets / furniture / modular workstations/ chairs / wood for partitions etc. into the premises for installation.
- 15.6 Sprinkler system shall be provided by the Lessee as per NBC and relevant IS code (IS:15105)
- 15.7 Fire detection and alarm system with smoke / heat detectors shall be provided by the Lessee as per NBC and conforming to relevant IS code (IS: 2189).
- 15.8 Fire detection, alarm systems and fire-fighting systems must not be closed or isolated at any time even during the period when interior works are carried out or during the Lease Term or Lease Renewal Term.
- 15.9 Before start of Interior works, the Lessee to ensure minimum 4 nos. Fire Extinguishers (two each of ABC 5 kg and CO2 6.8 kg), 4 Nos. Sand buckets & 4 nos. Water buckets are placed at different locations of the Demised Premises (on each floor).
- 15.10 2 sets of Fire hose connections shall be taken by the Lessee from the nearest Fire Hose Cabinet and shall be available at the fit-out area in a ready to use condition.
- 15.11 Zonal fire detection panels are provided on all floors. The Lessee to ensure that at any point of time there would be smoke detectors spread over the Demised Premises operational and connected to the Zonal panel.
- 15.12 During interior works, the Lessee to ensure proper signage and fire escape routes are prominently displayed inside their premises.
- 15.13 Security Guards professionally trained in fire-fighting systems to be deployed on each floor during all shifts round the clock. They should be capable of handling the fire-fighting equipment provided on the floors such as fire hydrants etc.
- 15.14 The Building is a no smoking zone. The Lessee to ensure that even during interior fit-out works, no person smokes inside the Demised Premises/ Building. Match Boxes & Cigarette Lighters are not allowed in the Building. Chewing of tobacco and pan masala are strictly

For BPTP International Trade Centre Ltd.

Opelle
Director/Authorised Signatory



prohibited in the Building and any person found consuming such items shall be liable to removed from the Building immediately.

- 15.15 No items of any nature to be stored by the Lessee in the electrical control/ panel room. A stray electrical spark may result in such items catching fire; moreover, presence of such items may impede access to control Panel in times of emergency.
- 15.16 Use/storage of cooking gas / cooking gas cylinders in the Demised Premises is not allowed.
- 15.17 The Lessee's Security Personnel should not remain inside the offices after they have been closed for the day. Unauthorized smoking by such staff can also contribute to major fire. After closing hours, the Lessee's security/ guard be stationed outside the office (and not within), and the interiors of the offices can be monitored by then over closed circuit video cameras.
- 15.18 The Lessee shall ensure the fire exit routes from their premises are free from obstruction at all times. All the exit doors shall not have any mechanical latches / bolts or locks. These doors shall be provided with panic bar for exit from inside the Demised Premises
- 15.19 All access controlled doors provided by the Lessee shall be integrated with the fire detection and alarm system of the Demised Premises and shall automatically deactivate in case of any fire. Emergency manual override button shall also be provided with these doors.
- 15.20 The Lessee shall ensure that their PA and Fire Alarm system is integrated with Building PA and Fire System, before starting their operations.
- 15.21 The Lessee shall ensure that motorized AHU supply & return Dampers provided by them are closing on activation of Fire alarm and simultaneously AHU shall also trip.
- 15.22 Response indicators shall be provided by the Lessee for above ceiling detectors and also for rooms which are normally kept locked. The Lessee shall install automatic fire detection and alarm system with clean agent total flooding Fire suppression System, FM 200/Novac 1230 or equivalent, in Server Room / Hub room, UPS / Battery room. The automatic clean agent total flooding fire suppression system shall always remain on Automatic mode and will not be kept on manual mode under any circumstances.
- 15.23 UPS & Battery room enclosure shall be constructed with 2 hour fire rated partitions & doors.
- 15.24 Fire detection and fighting system shall be maintained by the Lessee as per relevant IS standards. (IS: 2189, IS: 15105, IS:2190 etc.)
- 15.25 Hot works - Before doing any welding works, the Lessee to obtain hot works permit from the Lessor and ensure that the site is clear, no paper/wood pieces/or any other combustible material is around and adequate standby fire-fighting mechanism in place in the area where the hot works are being carried out, which includes at least 2 numbers of fire extinguishers, 1 number of sand buckets, 1 number of water bucket etc. are in place. The Lessee's contractor must know proper handling of fire extinguisher during emergency.
- 15.26 Once the welding is completed, the site to be re-inspected for any welding spark.
- 15.27 No gas of any kind to be used for welding purposes. Only arc/electrical welding to be used.
- 15.28 The Lessee shall ensure that maximum two sets of gas cutting sets with trolley shall be allowed to be stored in the Demised Premises.

For BPTP International Trade Centre Ltd.,

[Signature]

Director/Authorized Signatory

Page 43 of 56



- 15.29 The Lessee shall ensure no hot works shall be allowed if adhesive (glue) work and solvent based painting work is being carried out within 10 meters (including grinding work) to avoid any fire incident.

16. PROVISION OF KITCHEN AND PANTRIES

- 16.1 Provision of pantries and kitchens in the Demised Premises shall be subject to the following:

- 16.2 Offices having smaller pantries with facility of heating the precooked food with micro ovens & induction plates (no cooking) where any cooking is not carried out & hoods are not provided. For these Pantries, normal fire detection with heat detectors & sprinklers for automatic fire suppression are considered adequate.

- 16.3 For kitchens in the Demised Premises where apart from heating the pre-cooked food, cooking is also carried out by means of hot plates and other electrical appliances: Suitable fire suppression system for the protection of kitchen hoods shall be provided, two types of fire suppression system are being adopted in most of the kitchens which are also acceptable to local fire authorities. These are: (i) Wet-chemical kitchen fire suppression system and (ii) Watermist kitchen fire suppression Systems.

- 16.4 Material for exhaust duct: The material of all kitchen exhaust duct shall be either carbon steel of thickness not less than 1.37 mm or stainless steel of thickness not less than 1.09 mm.

- 16.5 Protection of exhaust ducts: The exhaust ducts are also required to be protected by providing high temperature sprinkler (140 degrees Celsius) inside the duct (every 3 mtr along the horizontal run and on top of the duct in the vertical run unless there is any bend or off set in which case an additional sprinkler shall be provided at the offset. For providing sprinklers in the ducts, tapping may be taken from the header running in the kitchen.

- 16.6 Cleaning of kitchen hood & Duct : Kitchen hood & Duct shall be cleaned as per the following process:

- The kitchen and oven ducts shall be cleaned at an interval of not more than 3 months.
- The filters on the kitchen hood and oven shall be cleaned daily.
- The responsibility for cleaning the ducts shall be with the Lessee.
- The Lessee shall submit to the Lessor an annual schedule for the quarterly cleaning of ducts.
- The Lessee shall engage a reputed vendor who has the requisite expertise, manpower and equipment to carry out the duct cleaning work.
- The Lessee shall obtain a certificate from the vendor after the cleaning is carried out.
- The Lessee shall make arrangement for taking photographs of duct before and after the cleaning is carried out.
- The Lessee shall submit to the Lessor the copy of the cleaning certificate along with the before and after photos and maintain client wise record.
- The date of cleaning and the next due date for cleaning shall be marked with a sticker in easily visible manner on the duct. Fire blanket shall be provided by the Lessee in the kitchen.

- 16.7 Type K extinguishers shall be provided by the Lessee in the kitchen in addition to the other type of fire extinguishers.

- 16.8 **Protection of kitchen hood & duct:** The Lessee shall submit the detail of these installations including kitchen & duct layout, hood detail, fire suppression system detail for hood, sprinkler layout for duct, detail of extinguishers to be installed in the kitchen, to the Lessor for

For BPTP International Trade Centre Ltd.

Signature
Director/Authorised Signatory



review prior to installation on site. The details & drawings shall be reviewed by the Lessor's fire consultant. The Lessee shall incorporate all the observations / comments given by the Lessor's fire consultant in their design and re-submit the revised GFC drawings prior to installation on site.

17. DRAWINGS & SPECIFICATIONS

- 17.1 The Lessee shall ensure that the fit-out works is done as per the drawings reviewed & commented on by the Lessor's architect/ consultant. No deviation will be allowed.
- 17.2 Brickwork / blockwork will not be allowed. Only temporary partitions such as gypsums shall be used for interior works.
- 17.3 Toilet & pantry layout shall be maintained as indicated in the base building layout. Any modification in the toilet layout including the change in orientation of WCs or other fixture shall not be allowed.
- 17.4 The Lessee to use fire retardant material in the design of their interior fit-out works.
- 17.5 While designing of interior works by the Lessee, it should be kept in mind that the access to the fire hydrants is not restricted in any way.
- 17.6 For flushing of water closets only cisterns/concealed cisterns are to be used. No flushing valves to be installed.

18. BUILDING GUIDELINES FOR OPERATIONS

- 18.1 As and when there is Puja/ Havan in the Demised Premises, the Lessee shall do so with the prior written approval for the same from the Lessor's Building Management team after intimating the essential details like time, date and the venue.

19. CONTACT POINT

- 19.1 The Lessee must advise the Lessor of the Lessee's contact address and telephone number in case of an emergency. The Lessee must immediately advise the Lessor of any changes to these details.

20. SIGN IN/ SIGN OUT

- 20.1 All the Lessee's contractors working on site must sign in and sign out on a daily basis.
- 20.2 The Lessee and the Lessee's contractor by signing in are acknowledging that they understand the Building Guidelines and they shall abide by them at all times. If they are found working on site without having signed in, they will be made to cease work immediately and be made to sign in. if they repeatedly commence works without signing in, the Lessee's contractor will be removed from the site immediately and may be denied entry to site in the future.

21. SIGNS

- 21.1 The Lessee must not, without the Lessor's consent, place and use or erect any sign, flag, banner, light, name, awning, canopy, advertisement or any other item:

- outside of the Demised Premises (including the entry door / entrance to the Demised Premises); or

For BPTP-International Trade Centre Ltd.

Opant Malik
Director/Authorised Signatory



- where it may obstruct the visual presentation immediately inside the entry, to the Demised Premises.

22. ENVIRONMENT

- 22.1 Environmental considerations have become increasingly central to the manner in which we approach our business. So too, the Lessee's contractors and the Lessee are expected to be aware of their environmental responsibilities.
- 22.2 The reductions of energy and water consumption, along with the emission of carbon dioxide (a major greenhouse gas) are important issues which need to be addressed by the Lessor's, the Lessee's contractors and the Lessee. The Lessor is continuously investigating safer, non-toxic methods of water treatment control along with the proper control of emissions and disposals of wastes, noxious or otherwise.
- 22.3 It is important to remember that these environmental objectives and priorities apply to all the occupants of the Building including the Lessee, customers, the Lessee's contractors and visitors.

23. SAFETY

- 23.1 The Lessee must ensure that a safe working environment is provided and maintained for all occupants/ visitors of the Demised Premises/ Building. The information outlined below is for general reference only. For more detailed information on the Building's OH&S requirements, please contact the Building Management.
- 23.2 The Lessee's responsibilities as an employer – the Lessee, as an employer, has the responsibility to:
- Provide or maintain equipment and systems of work that are safe and without risk to health.
 - Make arrangements for ensuring safety and absence of risk to health in connection with the use, handling, storage or transport of equipment and substances.
 - Provide such information, instruction, training and supervision as may be necessary to ensure the health and safety at work of their employees.
 - Provide or maintain a working environment for their employees that is safe and without risks to health and adequate with regard to facilities for their welfare at work.
- 23.3 The Lessee's employees' responsibilities – While at work, the Lessee's employees have the responsibility to:
- Take reasonable care for the health and safety of persons who are at their place of work and who may be affected by their actions or omissions.
 - Co-operate with regard to any requirement imposed in the interests of health, safety and welfare on their employer or any person by or under this act, or the associated health and safety legislation.
 - Avoid intentional or reckless interference, with or misuse of anything provide in the interest of health, safety and welfare in pursuance of this act, or the associated occupational health and safety legislation.
- 23.4 The Lessee's contractors are encouraged to participate in keeping the Demised Premises a safe and healthy environment for all of us.

For BPTP International Trade Centre Ltd.

Capelle Manu
Director/Authorised Signatory



- 23.5 **Incident reporting** - All accidents and / or injuries, major or minor, are to be reported to Building Management. An incident report to be completed on all incidents, near misses and first aid treatments. The Lessee, the Lessee's contractor and their employees are required to co-operate with the Lessor in any subsequent investigation or enquiry in to the accident or incident. It is made clear that no legal liability for such incidents shall attach to the Lessor on any account and the Lessee hereby undertakes to take full liability and responsibility in this regard.
- 23.6 **Alcohol and Drugs** - The consumption of alcoholic beverages, smoking of cigarettes/ beedis and drugs of abuse on the Premises are banned (other than at restaurants and bars which have a requisite bar license to serve alcoholic beverages and/or have a designated smoking area). These are not to be brought onto or consumed on site. Persons affected by these are not permitted on site. Persons suspected of providing either cigarettes, beedis, drugs or alcohol within the Demised Premises will be removed from the Building.
- 23.7 **Recycling** - The Lessee must participate in any recycling program adopted by the Lessor for the Building.
- 23.8 **Explosives** - No explosives or firecrackers are allowed in the Building.

24. COOLING AND HEATING OF THE DEMISED PREMISES

- 24.1 The Lessee must not, without the Lessor's consent, use any equipment or devices for cooling or heating the Demised Premises other than those supplied by the Lessor.

25. SUPERVISION

- 25.1 All works carried out by the Lessee's contractors must be supervised, for its duration, by a competent, full time foreman or supervisor who shall be fully experienced in all aspects of the works. The foreman is to be the tradesperson's representative on the site and must be empowered to take all necessary actions as requested by Building Management in relation to safety, quality, performance and labour control, as well as the day to day organization and planning of the works.

26. INSURANCE

- 26.1 Prior to the commencement of works, all the Lessee's contractors and trades people (including those employed by the Lessee) must provide certificates of currency for the following insurances:

- Public liability;
- Workers compensation;
- the Lessee's contractors all risk; and
- Professional indemnity:

27. CLEANING

- 27.1 The Lessee must keep the Demised Premises free from all rodents, vermin, insects, pests, birds and animals and, if required by the Lessor, employ pest exterminators approved by the Lessor for that purpose at the Lessee's cost. Any pest extermination must be undertaken outside the Building's Trading Hours and with prior notice to the Lessor.

For BPTP International Trade Centre Ltd.
Corbett
Director/Authorised Signatory



28. USE OF FACILITIES

- 28.1 The Lessee shall use facilities (e.g. toilets, sinks, basins, drains, plumbing and Building rubbish bins) in the Building and the Common Areas for their proper purpose.
- 28.2 The Lessee must not deposit any rubbish or foreign material in any of the facilities except in predesignated garbage rooms. Garbage to be transferred to garbage rooms must be taken within sealed garbage bags on wet garbage trolleys to avoid wet spillage in corridors, lifts and other service areas.
- 28.3 The Lessee must service, regularly empty and keep in thorough state of cleanliness and good repair all grease traps servicing the Demised Premises.

29. SERVICES

- 29.1 The Lessee must not interfere with the operation of, and obey the Lessor's requirements concerning, services (e.g. air-conditioning, elevators and smoke detectors) supplied by the Lessor.
- 29.2 The Lessee shall be responsible for any charges that result from activation of services such as fire alarm or smoke detectors from the Demised Premises.

30. NO DANGEROUS BEHAVIOUR

- 30.1 The Lessee must not do anything inside the Demised Premises or in the Building that is, or is likely to be, dangerous to anyone.
- 30.2 The Lessee shall promptly tell the Lessor of any accident to or problem with any services or facilities that need repair particularly if the Lessee is aware, or ought reasonably to be aware, that there may be a danger or risk to the Demised Premises, the Building or any person.

31. USE OF COMMON AREAS

- 31.1 The Lessee must not without the Lessor's consent use or obstruct any part of the common Areas for any -
- business or commercial purpose;
 - display or advertising; or
 - other purpose prohibited by the lease or by law.

32. DELIVERING GOODS USING TROLLEY

- 32.1 The Lessee must only use the delivery areas of the common areas at the times approved by the Lessor.
- 32.2 The Lessee must ensure that any trolley used for carrying goods has rubber wheels and does not mark or damage the floor of the Building and makes minimal noise. The trolley edges must be covered with rubber strips to avoid any damage to lifts and building walls.
- 32.3 The Lessee must pay the Lessor the cost of any damage caused by the use of its trolleys.

For BPTP International Trade Centre Ltd.

Opulla Manik
Director/Authorized Signatory



33. EQUIPMENT

- 33.1 The Lessee must not bring or install any machinery, plant or equipment in the Demised Premises or in the Building without the Lessor's consent. Where the Lessee is permitted to install such machinery, plant or equipment, the Lessee shall ensure that the static and dynamic loads of such machinery, plant or equipment conforms to the safe load bearing capacity of the floor and its supporting structure.
- 33.2 The Lessor does not consent to any machinery, plant or equipment that may cause any structural or other damage to the floors or other parts of the Premises or the Common Areas or nuisance (including noise or vibration) to any occupier of the Building.
- 33.3 The Lessor shall provide its consent under this Building Guidelines, provided:
- The Lessee must give the Lessor at least 7 days' notice before the machinery, plant or equipment will be brought into the Building or the Premises; and
 - The Lessee must comply with the Lessor's directions concerning the routing, installation and location of the machinery, plant and equipment.
- 33.4 That before any machinery, equipment, safe or furniture, etc. is moved into or out of the Demised Premises, due approval in writing must be taken by the Lessee from the Building Manager or other authorized personnel appointed by the Lessor, in the absence of which the movement thereof will not be permitted by the Lessor, provided, however, such movement will be allowed during Normal Business Hours only.

34. ELEVATOR, ESCALATOR RULES

- 34.1 The Lessor may issue any direction about using any elevators, escalators in the Building. The Lessee and its employees must obey these directions at all times.
- 34.2 Lifts/ elevators/ escalators of reputed makes have been provided in the Building. The Lessee shall ensure that only packaged / properly covered material is transported through the service lift. Loose material such as bricks, cement, and debris shall not be carried through the service lift during interior fit-out works.
- 34.3 The Lessee should educate its employees, visitors and customers with regard to the DO's and DONT's of the safe usage of these items. These are self-operating lifts/ elevators/ escalators. Do's and Don'ts as recommended by the suppliers / facility manager are as displayed therein.
- 34.4 The maintenance of these items is done by giving AMC's to suppliers/ third parties.
- 34.5 In the event of any mishap occurring, the Lessor or its employees shall not be held responsible for any consequences arising from usage of these items.

35. RUBBISH

- 35.1 The Lessor may give the Lessee directions from time to time regarding the removal of rubbish. If the Lessee does not comply with the directions then the Lessor may undertake the rubbish removal at the cost of the Lessee.
- 35.2 Cooking oils must only be disposed of in the receptacles, if provided for this purpose. Any costs arising from a breach of this rule must be paid by the Lessee.

For BPTF International Trade Centre Ltd.

Opalle Mawu
Director/Authorised Signatory



36. LOADING DOCK AND SERVICE YARD

- 36.1 The Lessee may only use any loading dock or service yard, designated by the Lessor for the Lessee's use, for receiving or delivering goods at times designated by the Lessor from time to time (and in compliance with any local government by-laws or regulations).
- 36.2 The Lessee must ensure that the loading docks and service yards are not used to: store goods; or park vehicles other than when receiving or delivering goods.

37. THE LESSEE MUST OBEY FIRE REGULATIONS

- 37.1 The Lessee must not store or use flammable or explosive substances in the Premises,
- 37.2 The Lessee must:
- maintain and keep all fire sprinklers, emergency lighting, exit signs and fire-fighting equipment in working order at all times and provide the Lessor with evidence of such maintenance when requested;
 - observe and obey all fire or emergency drills;
 - ensure that it and its employees are fully aware of the Building's safety and emergency procedures; and
 - comply with the rules of the Fire Services Authority of the State.

38. DANGER OR RISK TO PERSON OR PROPERTY

- 38.1 The Lessee must immediately inform the Lessor or the Building Management of any actual, potential or perceived risk or danger (e.g. bomb threat, fire, liquid spill or leak) to any person or property of which it is aware.
- 38.2 The Lessee must immediately obey the instructions (including a requirement to vacate the Premises) of the Lessor, and if applicable, the police or the fire brigade or other emergency authority, if there is any actual, potential or perceived risk or danger to person or property. The Lessee must not re-enter the Demised Premises or the Building unless the Lessor or the police or fire brigade or other appropriate authority advises the Lessee that it is safe to do so.
- 38.3 The Lessee must comply with all occupational health, safety and welfare regulations that apply to the Demised Premises and the Lessee's business. The Lessee must, within 24 hours of receipt of any notice advising of a breach or potential breach of the regulations, provide a copy of that notice to the Lessor. To avoid unwanted publicity for the Building, the Lessee agrees that the Lessor may liaise with the relevant authority to assess the extent of the problem and determine the course of action that should be adopted to rectify the problem. The Lessee must cooperate with the Lessor's requests in this regard.

39. PARKING

- 39.1 All vehicles parked in the Building are at their own risk. The Lessor or his representative accepts no responsibility for damage to the vehicle, its contents or the safeguarding of any vehicle whilst parked in the Building.
- 39.2 The Lessee assures and undertakes that No Parking of unauthorized fitted CNG cars either duly endorsed or not by Regional Transport Office (RTO) in basements and no parking of

For BFTP International Trade Centre Ltd.

Gazulu
Mawik
Director/Authorised Signatory



unauthorized fitted LPG cars either duly endorsed or not by RTO in the surface areas as the chances of occurrence of fire / explosion in such vehicles are very high. Only Manufacturer fitted CNG powered cars duly endorsed by RTO can be parked in basements and only manufacturer fitted LPG powered cars duly endorsed by RTO, can be parked in the surface parking areas. The Lessee further assures and undertakes that no CNG/LPG powered car except as hereinbefore provided shall be parked in the basements/podium or surface parking of the Building. No Parking of CNG / LPG powered cars in basements as the chances of occurrence of fire / explosion in such vehicles are very high.

39.3 The Lessee shall use the parking spaces only for the purposes of parking its cars and for no other use.

39.4 The Lessee undertakes that it shall not make any constructions on the car /two wheeler parking spaces or create obstruction of any kind on it or around these spaces to hinder the movement of vehicles and persons.

40. OTHER REQUIREMENTS

40.1 All the terraces of the Building including the parapet walls of the terraces shall always be the property of the Lessor and the Lessor shall be entitled to use the same for any purpose as it may deem fit.

40.2 The façade of the Building shall also be used by other Lessees/Occupants for displaying their name and advertisements as per the Lessor's approval.

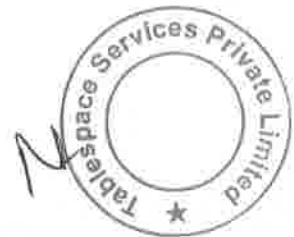
40.3 No signage of any kind either inside or outside shall be allowed on the façade glass/ columns of the Demised Premises.

41. BREACH OF BUILDING GUIDELINES

41.1 The breach of any Building Guideline by the Lessee shall amount to an event of default under Clause 30 of this Lease Agreement. If such breach results in the Lessor incurring a cost, expense, fine, penalty or charge, then the Lessee shall pay or reimburse the Lessor on demand for the amount of that cost, expense, fine, penalty or charge.

For BPTP International Trade Centre Ltd.


Director/Authorised Signatory

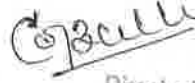


ANNEXURE – C

AMENITIES AND FACILITIES IN THE BUILDING TO BE PROVIDED IN THE BUILDING BEFORE THE RENT COMMENCEMENT DATE

- 1) Part of the First floor of the Building, has been designated for the cafeteria/ food court and creche being part of common amenities of the Building for all occupants and the fit-outs for the same shall be ready by 15th September 2022.
- 2) Shuttle/e-cart from nearest metro station to the building, to be provided from 30th August, 2022. The said service shall be free till August 1, 2023. Beyond the said period, the Lessee shall pay the charges for the said services to the Lessor as may be determined by the Lessor.
- 3) Swimming pool and changing room at swimming pool on the club floor to be provided on such date as may be mutually agreed between the Parties and access to the pool and related areas shall be subject to payment of membership fees by the user.

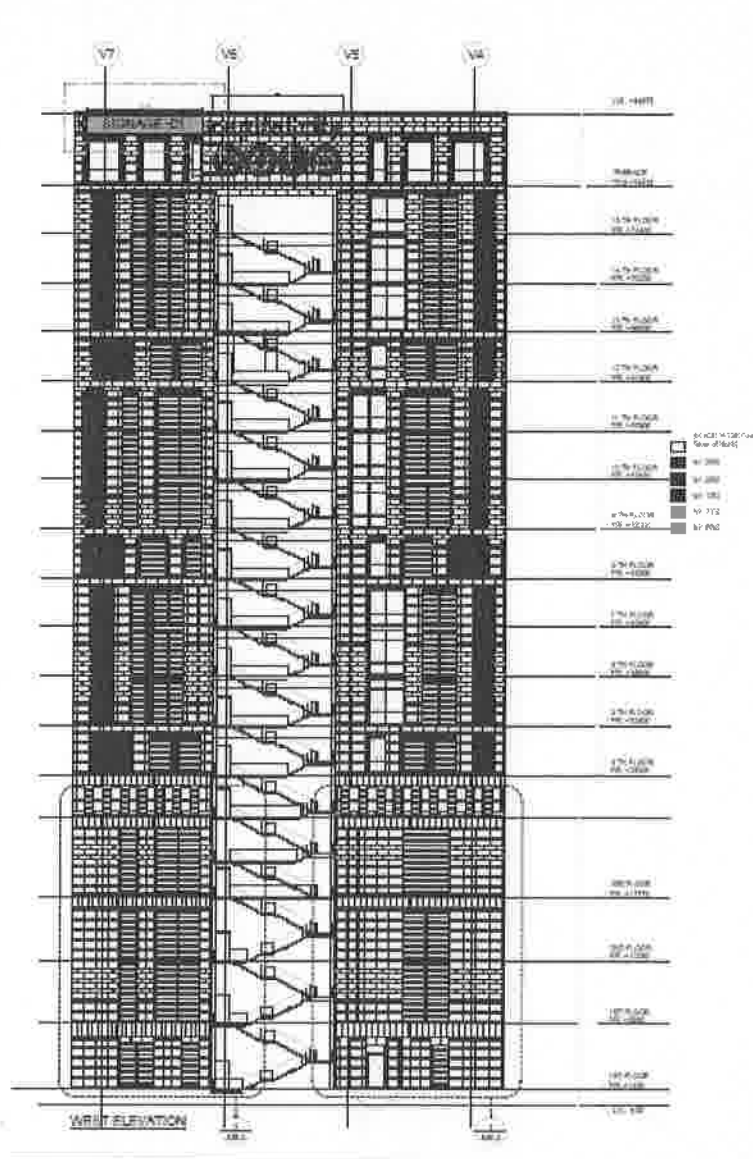
For BPTP International Trade Centre Ltd.


Director/Authorised Signatory



ANNEXURE – D

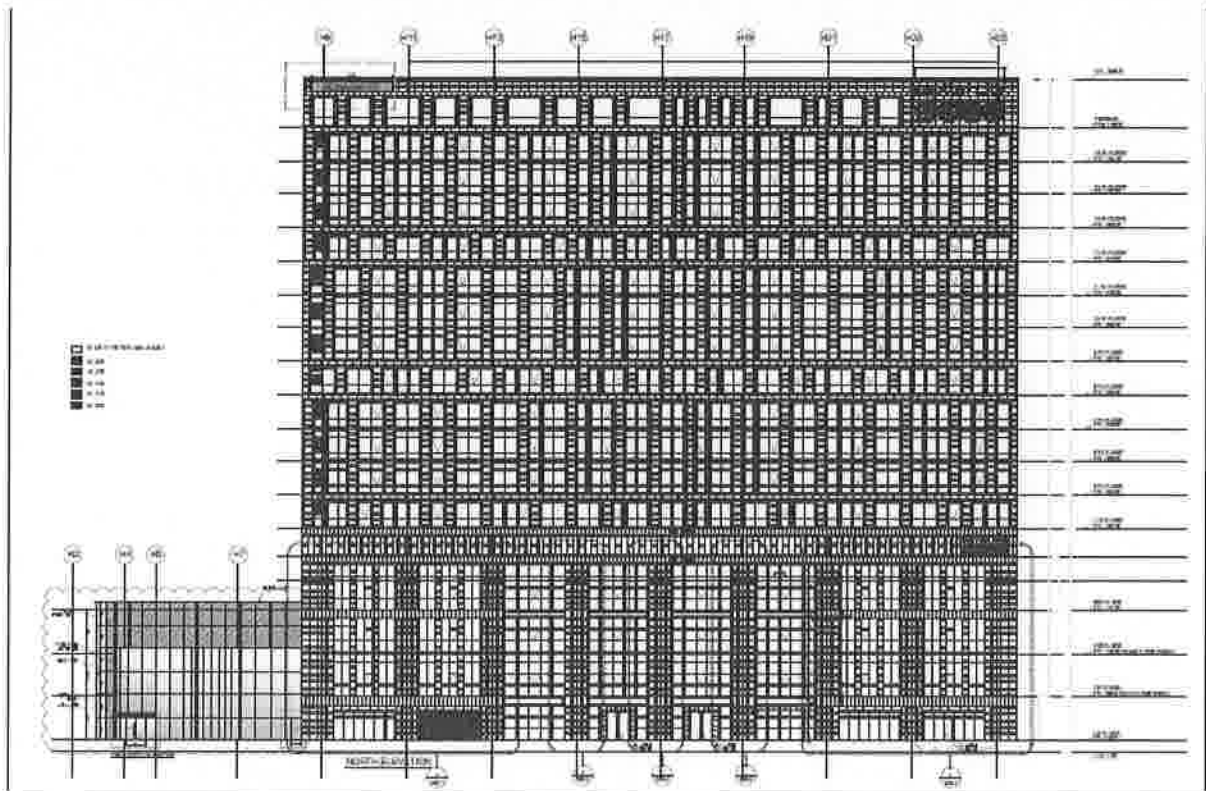
SPACES FOR INSTALLATION OF SIGNAGE ON THE FAÇADE OF THE BUILDING



For BPTP International Trade Centre Ltd.

Capzelle *Manik*
Director/Authorised Signatory



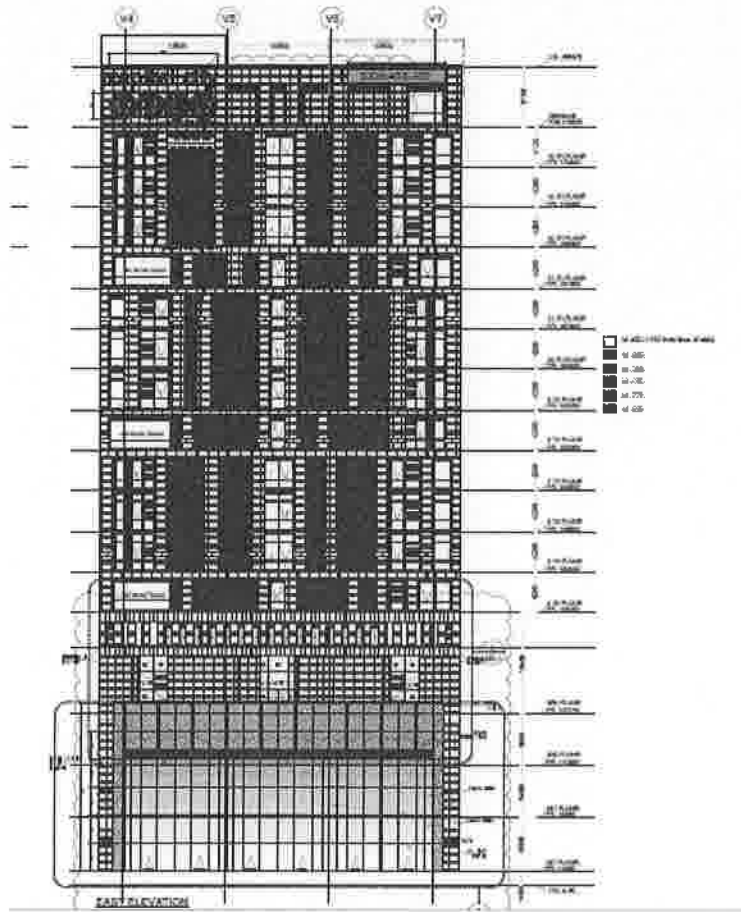


For BPTP International Trade Centre Ltd.

Copell
Director/Authorised Signatory



(Following plan is subject to change)



For BPTP International Trade Centre Ltd.

Copell Hawk
Director/Authorised Signatory



ANNEXURE – E

CAR PARKING LAYOUT

To be provided in Basement 2 in car parking slots located at closest proximity to the lift lobby and in a contiguous manner

[End of document]

For BFTP International Trade Centre Ltd.

C. B. S. S.
Manik
Director/Authorised Signatory



BPTP INTERNATIONAL TRADE CENTRE LIMITED

Registered Office : OT-15, 3rd Floor, Next Door, Parklands, Sector-76, Faridabad, Haryana
CIN: U45300HR2007PLC082346

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF BOARD OF DIRECTORS OF BPTP INTERNATIONAL TRADE CENTRE LIMITED HELD ON JULY 07, 2022, AT 1ST FLOOR, 28 ECE HOUSE, K.G. MARG., NEW DELHI-110 001.

"RESOLVED THAT the Consent of Board of Directors of the Company and is hereby accorded to severally authorized Mr. Manik Malik and/or Mr. Joy Bhalla, on behalf of the Company, to sign and execute a **Lease Agreement and Maintenance Agreement** with **Tablespace Services Private Limited** having its registered office at 46, Level 5, Prestige Trade Tower, Palace Road High Ground, Sampangi Nagar, Bangalore, Karnataka - 560001 and the Company to give on Lease the commercial space located on the 9th floor (admeasuring gross leasable area of 46,383 square feet) and commercial space located on the 10th floor (admeasuring gross leasable area of 46,383 square feet) in the Building named **"Capital City Tower-I"** constructed on land Plot No. 2B situated in Sector 94, District Gautam Budh Nagar, Noida, Uttar Pradesh ("**Project**"), on the such terms and conditions as may be mutually agreed among the parties.

RESOLVED FURTHER THAT Mr. Manik Malik and/or Mr. Joy Bhalla and/or Mr. Virender Kumar be and are hereby severally authorized to appear before the concerned Sub-Registrar and/or Competent Registering Authority for the purpose of registration of such Lease Agreement, to receive the original Lease Agreement after due execution and registration of the same, to sign all other related documents necessary/required for the said purpose and to do all such acts, deeds or things incidental or consequential thereto.

**Certified True Copy
For BPTP International Trade Centre Limited**

Nikhil Kedia

Nikhil Kedia

Director

DIN: 08760459