

Non Judicial



Indian-Non Judicial Stamp Haryana Government



Date : 19/07/2022

Certificate No. G0S2022G3588

Stamp Duty Paid : ₹ 557000
(Rs. Only)

GRN No. 92393461

Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Tcg urban Infrastructure holdings Private limited

H.No/Floor : A2/gf

Sector/Ward : M2/n2

LandMark : Bengal intelligent park

City/Village : Kolkata

District : Kolkata

State : West bengal

Phone: 98*****19



Buyer / Second Party Detail

Name : Hdfc Bank Limited

H.No/Floor : O

Sector/Ward : O

LandMark : Hdfc bank house senapati bapat marg

City/Village: Lower parel

District : Mumbai

State : Maharashtra

Phone : 98*****19

Purpose : INDENTURE OF LEASE



The authenticity of this document can be verified by scanning this QR Code Through smart phone or on the website <https://egrashry.nic.in>

Property All Docs Has Been Completed

[Signature]
Authorised Signatory

Term of Lease	: 9 Years;
Monthly Rent	: Rs. 13,35,640/- during initial 3 years; Rs. 15,35,986/- during next 3 years; and Rs. 17,66,384/- during remaining 3 years;
Average Annual Rent	: Rs. 1,85,52,039.60/-
Stamp Duty paid	: Rs. 5,57,000/-
Stamp Duty Payment details	: Certificate No. G0S2022G3588 dated 19.07.2022 vide GRN: 92393461
Registration Fees paid	: Rs. 50,003/-



For HDFC BANK LTD.

[Signature]
Authorised Signatory

वसीका संबंधी विवरण		
वसीका का नाम LEASE		
तहसील/सब-तहसील- गुरुग्राम	गांव/शहर- सुशान्त लोक	स्थित- SUSHANT LOK
शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर		पंजीकृत कॉलोनी
पता : GF, First India Place Tower A, Vatika Buisness Centre, Mall Road, Gurugram		
धन संबंधी विवरण		
राशि- 18552040 रुपये		कुल स्टाम्प शुल्क- 556561 रुपये
स्टाम्प नं- G0S2022G3588		स्टाम्प का मूल्य- 557000 रुपये
रजिस्ट्रेशन फीस- 50000 रुपये	EChallan:92916651	पेस्टिंग शुल्क- 3 रुपये
द्वारा तैयार किया गया- RAMIT K LALIT ADV		सेवा शुल्क- 200
भवन का विवरण		
व्यवसायिक		
8374.7 Sq. Feet		
स्थानीय शहरी निकाय संबंधी विवरण		
प्रॉपर्टी आईडी- 281C3UEAP2	प्रॉपर्टी नं- GF	मालिक- TGC Urban Infrastructure Holdings Pvt Ltd
पता- GF, First India Place Tower A, Vatika Buisness Centre, Mall Road, Gurugram		

यह प्रलेख आज दिनांक 28-07-2022 दिन गुरुवार समय 4:25:00 PM बजे श्री/श्रीमती/कुमारी TCG URBAN INFRASTRUCTURE HOLDINGS PVT LTD thru SUKHBIR SHARMA OTHER निवास SEC V SALT LAKE ELECTRONIC COMPLEX KOLKATA द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

उप/संयुक्त पंजीयन अधिकारी (गुरुग्राम)

हस्ताक्षर प्रस्तुतकर्ता
TCG URBAN INFRASTRUCTURE HOLDINGS PVT LTD

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र प्राप्त कर लिया गया है

या

प्रलेख में वर्णित क्षेत्र नगर एवं ग्रामीण आयोजना विभाग के अधिनियम 1975 की धारा 7-ए के अंतर्गत अधिसूचित नहीं है इसलिए दस्तावेज को पंजीकृत करने से पूर्व संबंधित विभाग से अनापत्ति प्रमाण पत्र की आवश्यकता नहीं है।

दिनांक 28-07-2022

उप/संयुक्त पंजीयन अधिकारी
(गुरुग्राम)

TCG URBAN INFRASTRUCTURE HOLDINGS PVT LTD

उपरोक्त पट्टा लेने वाला व श्री/श्रीमती/कुमारी HDFC BANK LTD thru RAJEEV KUMAR OTHER हाजिर है। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि पट्टा लेने वाला ने मेरे समक्ष पट्टा देने वाला को अदा की तथा प्रलेख में वर्णित अग्रिम अदा की गई राशि के लेन देन को स्वीकार किया। दोनों पक्षों की पहचान श्री/श्रीमती/कुमारी SAMEER JAIN पिता -- निवासी ADV GGM व श्री/श्रीमती/कुमारी PARVEEN KUMAR पिता VEDPAL निवासी VPO KAROLA GGM ने की। साक्षी सं. 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी सं. 2 की पहचान करता है।

दिनांक 28-07-2022

उप/संयुक्त पंजीयन अधिकारी
(गुरुग्राम)

INDENTURE OF LEASE

THIS INDENTURE OF LEASE made at Gurgaon on this 28th day of July, 2022

BETWEEN

M/s. TCG Urban Infrastructure Holdings Pvt. Ltd., (PAN: AADCS8821M) a company formed and incorporated under the Indian Companies Act, 1956 and having its registered office at Bengal Intelligent Park, Ground Floor, Building -Beta, Plot A2, M2 & N2, Block- EP & GP, Sector-V, Salt Lake Electronic Complex, Kolkata-700 091, hereinafter referred to as "the Lessor", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its administrators, successors and assigns) duly represented by its Authorized Signatory, Mr. Sukhbir Sharma (Aadhaar No. 2437 2804 6321) son of Sh. Indraj Sharma, vide a Resolution passed by its board of directors in their meeting dated 04.07.2022; of the One Part;

AND

HDFC BANK LTD., (PAN: AAACH2702H) a Banking Company incorporated under the Companies Act, 1956 and having its Registered Office at HDFC Bank House, Senapati Bapat Marg, Lower Parel, Mumbai 400013, hereinafter referred to as "the Lessee" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) duly represented by its Authorized Signatory, Mr. Rajeev Kumar (Aadhaar No. 4426 4073 4980) son of Sh. Virendra Singh, of the Other Part;

WHEREAS:

- (i) The Lessor is the absolute owner and seized and possessed of or otherwise well and sufficiently entitled to all that premises which are more particularly described in the schedule annexed herewith, and hereinafter referred to as "the demised premises".
- (ii) The Lessee being in need of premises has requested the Lessor to grant a lease in respect of the demised premises, which the Lessor have agreed to grant on the terms and conditions hereinafter appearing;

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

GRANT OF LEASE:

1. In consideration of the rent and security deposit specified in the schedule annexed herewith and in further consideration of the covenants hereinafter contained on the part of the Lessee to be paid, observed and performed, the Lessor doth hereby demise unto the Lessee the demised premises together with all the rights, easements



For HDFC BANK LTD.

Authorized Signatory



पट्टा देने वाला



पट्टा लेने वाला



गवाह

उप/संयुक्त पंजीयन अधिकारी

पट्टा देने वाला :- thru SUKHBIR SHARMA OTHER TCG URBAN INFRASTRUCTURE HOLDINGS PVT LTD. Sukhbir Sharma

पट्टा लेने वाला :- thru RAJEEV KUMAR OTHER HDFC BANK LTD. Rajeev Kumar

गवाह 1 :- SAMEER JAIN Sameer Jain

गवाह 2 :- PARVEEN KUMAR Parveen Kumar

प्रमाण पत्र



प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 5548 आज दिनांक 28-07-2022 को बही नं 1 जिल्द नं 72 के पृष्ठ नं 21 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2020 के पृष्ठ संख्या 66 से 67 पर चिपकाई गयी। यह भी प्रमाणित किया जाता है कि इस दस्तावेज के प्रस्तुतकर्ता और गवाहों ने अपने हस्ताक्षर/निशान अंगूठा मेरे सामने किये हैं।

दिनांक 28-07-2022

उप/संयुक्त पंजीयन अधिकारी(गुरुग्राम)

and appurtenances belonging thereto, including the rights as specified in clause No. 7 hereunder commencing from the date and for the period specified in the schedule annexed herewith.

LESSEE'S COVENANTS:

2. The Lessee hereby covenants with the Lessor as follows:

- (a) That the Lessee will, during the continuance of this lease pay to the Lessor the rent as specified in the schedule annexed herewith and that such payment will always be subject to deduction of tax at source, if applicable; The Lease Rent shall be remitted by the Lessee to the designated bank account of the Lessor maintained currently with Saraswat Bank or by demand draft as directed by the Lessor. Goods and Service tax or any other tax or levy on rent shall be reimbursed by the Lessee on monthly basis.
- (b) The Lessee shall use and occupy the demised premises as its office and or branch and shall permit only its employees, representatives, customers, business associates etc., the use thereof.
- (c) To use the demised premises with due care and caution and to keep and maintain the same in good order and condition;
- (d) To promptly pay all the charges towards electricity and water consumed by the Lessee in the demised premises on the basis of separate meter installed / to be installed by the Lessor in the demised premises and pro-rata charges of AC and common toilet and maintenance charges during the term of this lease deed directly to the maintenance agency.
- (e) In addition to Rent, the Lessee shall also pay monthly maintenance charges, presently @ Rs. 18.51 per month per sq. ft. of the demised Premises for which separate agreement is being entered into with the nominated Maintenance Agency of the Building. The Lessee shall pay the maintenance charges as detailed above or any other revised sum as may be fixed by the maintenance agency and shall abide by all the terms and conditions of the maintenance agreement.
- (f) To observe and perform all the rules, regulations and bye-laws for the time being in force of the Society/Association or other body of persons that may be appointed to be in charge of the affairs of the building, in which the demised premises are located;
- (g) To observe all the rules, regulations and bye-laws for the time being in force of the Municipal Corporation/Municipality/Gram Panchayat and /or all other local or other authorities, from time to time, in respect of the demised premises;



For HDFC BANK LTD.

Authorised Signatory



- (h) Not to do or permit to be done upon the demised premises anything which may be a nuisance and annoyance to the other occupants of the other premises;
- (i) Not to do any acts, deeds, matters or things whereby or by means whereof any loss, harm or injury is caused to the Lessor and/or to the demised premises;
- (j) To indemnify and keep indemnified the Lessor from and against all actions, proceedings or any costs, charges, expenses, losses or damages incurred or suffered by or caused to the Lessor, in respect of the demised premises, for the period while the Lessee is in use and occupation of the demised premises by reason of any breach or non-observance, non-performance of the conditions herein contained by the Lessee in respect of the demised premises.
- (k) On the expiry of the said period of the lease or any extension thereof, the Lessee shall deliver the demised premises in such order and condition as is consistent with the terms, covenants and conditions on the part of the Lessee herein contained (save and except damage to the demised premises by fire unless the fire has occurred due to negligence of the Lessee), riots, earthquake, storm, war, civil commotion, acts of God and other conditions over which the Lessee shall have no control) SUBJECT ALWAYS to what is stated hereinafter.
- (l) Not to do or cause to be done upon the demised premises anything which will invalidate the insurance in respect of the demised premises.
- (m) To permit the Lessor and their agents to enter into and upon the demised premises at all reasonable times with prior written notice to/or permission from the Lessee, such permission shall not be unreasonably withheld for the purpose of viewing the condition of the demised premises or for doing such works and things as may be required or necessary including but not restricted to any major repairs, alterations or improvement of the Demised premises.
- (n) To provide to the Lessor the tax deduction at source certificate as per the provisions of Income Tax Act.
- (o) The Lessee hereby covenants with the Lessor that it will take comprehensive insurance policy (including fire, theft, burglary, accidents and third party liability etc.) to cover all risk arising from running and operating its business and its fitting and fixtures in the Demised Premises. The Lessee shall not do or permit to be done any act or thing which may render void or voidable, any insurance of the Building taken by the Lessor or which results in increase in the premium payable. The Lessee hereby covenants with the Lessor that it shall provide certificate towards insurance of the fittings, furniture and fixtures.



For HDFC BANK LTD.

Authorised Signatory



LESSEE'S RIGHT

3. The Lessor doth hereby covenant with the Lessee that on the Lessee paying the rent hereby reserved and observing and performing the covenants on the part of the Lessee to be observed and performed, the Lessee shall hold and enjoy the demised premises during the entire tenure, of this lease or any extension thereof, without any interruption, disturbance, claim, and/or demand whatsoever, by the Lessor or any person or persons lawfully or equitably claiming by, from, through, under or in trust for the Lessor.

LESSOR'S COVENANTS

4. The Lessor hereby covenants with the Lessee as under:
- i) That the Lessor has good and valid power, right and authority to grant the lease hereby created in favor of the Lessee. The Lessor hereby represents that, presently the entire Building including the Demised Premises is mortgaged with The Saraswat Co-operative Bank Limited. Lessor will provide NOC from Saraswat Bank.
 - (ii) That under the municipal zoning/user rules, the demised premises are capable of being used for commercial purpose and the Lessor will obtain, if required, all consents, permissions and approvals as may be necessary in law or otherwise for the purpose thereof PROVIDED ALWAYS that the Lessor shall indemnify and keep indemnified the Lessee at all times from and against any suit, eviction, action, claim or demand whatsoever arising by reason of the Lessee relying upon the aforesaid covenant of the Lessor or otherwise.
 - (iii) That the building in which the demised premises are located is in accordance with the building plans duly approved by Municipal Corporation/ Municipality/ Gram Panchayat or any other local authority and as per the applicable rules and regulations in that behalf and under the approved building plans, the Municipal Corporation/Municipality/Gram Panchayat or any other local authority has permitted the user of the demised premises for commercial use.
 - (iv) That the Lessor shall observe and perform all the Rules, Regulations and Bye-Laws for the time being in force in respect of the demised premises, and shall not do or omit to be done anything so that the lease hereby created and occupation of the Lessee in respect of the demised premises is jeopardized PROVIDED ALWAYS that the Lessor hereby indemnify the Lessee in respect of any claim, demand, action or proceedings which may arise in connection therewith.



For HDFC BANK LTD.

Authorised Signatory



- (v) Any and all taxes, levies, rates, charges, cess, duties and outgoings levied by the State Government, Central Government, Municipality, Collector, Gram Panchayat, local authority or any other authorities including property tax, municipal tax, education cess, income tax, etc., of any nature whatsoever relating to the demised premises in relation to its use which may become applicable pursuant to the execution of this lease shall be borne and paid by the Lessor only and the Lessee shall not be responsible or liable for the same. The Lessor agrees and undertakes to provide to the Lessee documentary evidence confirming the payments of all such aforesaid amounts to the concerned authorities or any other plan of action taken by the Lessor within 15 days from the date of receipt of written request from the Lessee

In the event such documentary evidence as aforesaid is not provided, the Lessor agrees, acknowledges and authorizes the Lessee (but the Lessee is not obliged) to make such payments to the concerned authorities as and when such a demand is raised by the concerned authorities and appropriate the payments so made from the rent, and other payments, if any, payable by the Lessee to the Lessor. Any action so taken by the Lessee shall not amount to a breach of its obligation to pay the rent and the receipts issued by the concerned authorities will be deemed to be receipts issued by the Lessor and shall be an effective release and discharge in favor of the Lessee. Provided however that, the Lessee shall not take the above action unless and until the Lessee provides the copy of the demand notice to the Lessor, the receipt of which is confirmed by the Lessor and the Lessor fails to provide the plan of action to the Lessee before the due date specified in the Demand Notice.

- (vi) The Lessor shall permit the Lessee to install or fix in the demised premises all such fixtures, including air-conditioners, sun blinders, electrical switches and installations, lights, fans, carpets, curtains, partitions, cabins, computers, word processors, fax, telephones, office equipment, telephone exchange and other fittings, fixtures and paraphernalia for the better use of the demised premises for its business as the Lessee may think fit entirely at the cost and expense of the Lessee.
- (vii) The Lessor shall be entitled to sell, transfer or otherwise dispose of the demised premises or his/her/their interest therein, during the entire tenure, of the lease hereby created or any extension thereof (if any) with the written intimation to the Lessee and that the proposed buyer / transferee shall abide by all the provisions of this agreement in TOTO.
- (viii) The Lessor shall not hold the Lessee responsible or liable for any damage to the demised premises resulting from fire (unless the fire has occurred due to



For HDFC BANK LTD.

Authorized Signatory



negligence of the Lessee), riot, earthquake, storm, war, civil disturbances, acts of God and other conditions over which the Lessee shall have no control and the Lessor shall at his/her/their own cost and expenses take up reasonable insurance in that behalf.

- (ix) The Lessor shall arrange for necessary repairs in respect of any structural damages to the demised premises, defects or damage to electrical power transmission lines, water supply lines, sanitary pipes, and other facilities available/ provided in respect of the demised premises within seven days of such defects being notified by the Lessee to the Lessor, provided the same are (i) not caused by any misuse on the part of the Lessee, and (ii) are outside the purview of the internal general repairs and maintenance in respect of the demised premises. In case the Lessor fails to arrange for the repairs within the period of seven days thereof, the Lessee shall be at liberty to carry out the same at its cost and recover the entire cost from the Lessor. It is however clarified that all day to day repairs inside the Demised Premises shall be undertaken by the Lessee at Lessee's costs.
- (x) The Lessor also hereby irrevocably and unconditionally authorizes the Lessee to affix/display its name board, signage, advertisement material, banners etc. across the breadth of the demised premises and where feasible, at the entrance of the building in which the demised premises are situated subject to all applicable laws, rules and regulations.
- (xi) The Lessor further agrees to bear the cost towards shifting of the aforesaid as mentioned in clause 4 (x) and also the cost towards shifting of Satellite Dish Antenna's in an event if the society/Building goes for redevelopment or if the Lessor undertakes to go for renovation or for further construction of the Building during the continuance of the lease and further renewal/s thereof
- (xii) The Lessor agree and confirm that the Lessee shall at all times during the period of the lease hereby created be entitled at its own expense to repair, renovate, alter and add to the demised premises or any part thereof in accordance with all laws and at the Lessee's sole discretion; provided however such repair, renovation or alteration does not involve any structural addition or extension of the area and also does not adversely affect the demised premises in any manner whatsoever;

SECURITY DEPOSIT

- 5(i). The Lessee has agreed to deposit with the Lessor a sum of Rs. 80,13,841.44 (Rupees Eighty Lakhs Thirteen Thousand Eight Hundred Forty One and Paise Forty Four Only) (equivalent to 6 months security deposit), out of which an amount of



For HDFC BANK LTD.
A handwritten signature in black ink is written over the text 'For HDFC BANK LTD.' and the words 'Authorised Signatory' which are partially visible below.



Rs. 62,89,314/- (Rupees Sixty Two Lakhs Eighty Nine Thousand Three Hundred Fourteen only) has been paid and the balance amount of Rs. 17,24,527.44 (Rupees Seventeen Lakhs Twenty Four Thousand Five Hundred Twenty Seven and Paise Forty Four only) shall be paid to the Lessor on the date of signing of this Lease Deed as and by way of security deposit (hereinafter referred to as "security deposit ") which shall remain deposited with the Lessor during the subsistence and operation of this Lease Deed and the extension, if any, thereof and shall be refunded by the Lessor to the Lessee as hereinafter provided.

Further, the Lessee has agreed to deposit with the Lessor a sum of Rs. 6,40,927.26 (Rupees Six Lakhs Forty Thousand Nine Hundred Twenty Seven and Paise Twenty Six Only) (equivalent to 6 months of the maintenance deposit), out of which an amount of Rs. 2,55,000/- (Rupees Two Lakhs Fifty Five Thousand only) has been paid and the balance amount of Rs. 3,85,927.26 (Rupees Three Lac Eighty Five Thousand Nine Hundred Twenty Seven and Paise Twenty Six only) shall be paid to the Lessor on the date of signing of this Lease Deed as and by way of maintenance deposit (hereinafter referred to as "maintenance deposit"), which shall remain deposited with the Lessor during the subsistence and operation of this Lease Deed and the extension, if any, thereof and shall be refunded by the Lessor to the Lessee as hereinafter provided.

Both security deposit and maintenance deposit are hereinafter referred to as "the said deposit".

- (ii) The security deposit and the maintenance deposit amount shall not be increased proportionately with the increase in monthly rent and the maintenance charges respectively and the Lessee shall not be liable to pay the additional amount of the security deposit and the maintenance deposit to the Lessor in the first month of the increase in monthly rent.
- (iii) It is agreed by and between the parties hereto that this Lease Deed or any renewal thereof expiring by efflux of time or coming to an end for any reason whatsoever as provided in this Lease Deed, the Lessor shall refund the said deposit to the Lessee after deducting therefrom all arrears/ outstanding dues including any interest on delayed payment specified in this Lease Deed, simultaneously with the Lessee removing itself / its officers / employees using the demised premises from and vacating the demised premises and giving charge thereof to the Lessor (reasonable wear and tear, damage/ loss to / destruction of the demised premises by fire not caused by the willful neglect on the part of the Lessee, its officers / employees using the demised premises, civil commotion, riots, air attack, act of God and anything else beyond the control of the Lessee excepted) and clearing all outstanding payments/dues to the Lessor.



For HDFC BANK LTD.


Authorised Signatory



- (iv) In the event the Lessor does not refund the said deposit which remains outstanding till the relevant date, to the Lessee in full, at the time of this Lease Deed or any extension thereof comes to an end, as aforesaid, then the consequences mentioned in para no.(a) and (b) hereunder shall follow:
- (a) The Lessee shall (without prejudice to its rights and remedies in law), not be obliged or bound to vacate and give charge of the demised premises to the Lessor and the Lessee shall be entitled to use without being liable to pay any rent, outgoings or damages to the Lessor until such time as the Lessor does not refund to the Lessee the said deposit in full; and
 - (b) The Lessor shall be liable to pay to the Lessee interest @ 18% p.a. on the said deposit from the date of termination or expiry of this Lease Deed or any extension thereof till the date of refund of the said deposit by the Lessor to the Lessee.
6. The Lessor and the Lessee hereby irrevocably agree and undertake to perform their respective special covenants (if any) which are more particularly described/stated in the schedule annexed herewith.

INSTALLTION OF VSAT, GENERATOR - SET AND RADIO TOWER

7. The Lessor hereby unconditionally and irrevocably agrees and undertakes subject to structural feasibility that the lessee shall have, at all times without any extra cost/payment, an exclusive, unrestricted and absolute right to use and occupy an aggregate area not exceeding 200 sq.ft, more particularly described in the schedule annexed hereto for the purpose of installation/erecting/locating/maintaining of :
- (a) VSAT, Radio Tower and/or equipment's/machines integrally connect to VSAT, which are used or are capable of being used for the functioning/operation of the branch/ office of the Lessee.
 - (b) The Lessor hereby unconditionally and irrevocably agrees and hereby grants to the Lessee without any extra cost/payment, all the easements of necessity/right of way and access to the terrace/backyard/precincts of the building in which the demised premises are located.
 - (c) The Lessee at all times be entitled to connect the demised premises with VSAT, leased and other equipments/machines, integrally connected to VSAT, by appropriate cables or other means. However, if required all the approvals from Government Authorities will be obtained by the Lessee.

ASSIGNMENT / TERMINATION / EXTENSION

8. (a) The Lessee shall be entitled to allow use and occupation of the demised premises or any part thereof to its business associates, affiliate companies but not beyond the tenure of this lease or extension thereof (if any) as mentioned hereunder.



For HDFC BANK LTD

Authorised Signatory



(b) Notwithstanding anything contained herein, the Lessee shall always be entitled, without assigning any reason, to terminate this lease at any time before the expiry of the tenure of this lease or any extension period (if any) thereof, by giving to the Lessor 3 (three) months prior notice in writing.

(c) The Lessee shall have an option to renew the lease. In the event, the Lessee intends to exercise its option to renew this lease, the Lessee shall give to the Lessor notice in writing of its intention to renew the lease 6 (six) months prior to the expiry of the Lease and such notice shall be deemed to have been served on the Lessor by the Lessee unless a notice of intention to vacate the demised premises is given by the Lessee to the Lessor.

(d) In the event the Lessee has exercised its option to renew this lease as specified herein above in clause (c), the Lessee shall enter into a fresh agreement with the Lessor on the mutually agreed terms prior to the expiry of the current Lease. In case the Lessee fails to execute the above mentioned fresh agreement prior to the expiry of the current lease, then in that event, the Lessee shall be given 6 (Six) months grace period to execute the fresh agreement after the expiry of the current lease. During the grace period, the Lessee shall pay Rent @ 1.5 times of the last paid Rent prevailing on the expiry of the current lease per month from the expiry of the current lease till the fresh Agreement are signed. It is agreed between both the parties that after execution of the fresh Agreement, the excess or deficit amount paid by the Lessee during such period shall be adjusted against the future payments of the Rent. If the Lessee fails to execute the fresh agreement during the grace period, the Lessee shall vacate the Demised Premises and handover the peaceful and vacant possession of the Demised Premises on the expiry of the grace period, in which case, the Lessor shall not refund the Rent paid by the Lessee during the grace period.

(e) If the Lessee fails to handover peaceful and vacant possession of the Demised Premises on the date of expiry or early termination of this lease or on the expiry of the grace period as specified in clause 8 (d) above, the Lessee shall be liable to pay liquidated damages per month for the period of overstay @ 1.5 times of the Rent per month in addition to the monthly Rent, Maintenance charges or any other charges/ sums payable under this Lease Deed.

(f) The Lessor shall not have the option to terminate the Lease deed before the expiry of the Term. In case of the Lessee failing to pay the Rent / any payment to be made by the Lessee to the Lessor / Maintenance Agency under this Lease Deed or any other Agreement for Three (3) months or breach of any terms and conditions of the Lease Deed. The Lessor shall terminate this Lease by issuing Two (2) months prior written notice calling upon the Lessee to make the payment of the Rent, maintenance charges or any other charges in arrears or remedy/ rectify such breach of the terms and conditions, failing which the Lease shall stand terminated and the Lessee shall vacate the Demised Premises forthwith on the end of the notice period along-with the payment of three (3) months Rent on account of not giving the notice.



For HDFC BANK LTD.

Authorised Signatory



NOTICES

9. All notices or intimation/communication herein shall be in writing and in English language. Any notice to the Lessor shall be deemed sufficiently given if delivered in person or sent by Registered Post A.D to its address/valid e-mail Id as mentioned in the schedule annexed herewith which shall be effectual notwithstanding any change of address, not notified to the Lessee in writing. Any notice to the Lessee shall be sufficiently given if posted by Registered Post. A.D. at the address as mentioned in the Schedule below.

STAMP DUTY AND REGISTRATION CHARGES

10. Stamp duty and registration charges of and incidental to this Indenture of Lease shall be borne and paid by the Lessor and the Lessee in equal proportion and each party shall bear and pay fees of its respective Solicitors.
The Lessor shall retain the original copy and the Lessee shall be provided a notarized copy of the Lease Deed. It is agreed between the parties that, if the Lessee fails to register this Lease Deed within 30 days of signing of this Lease Deed, the Lessor shall be entitled to get this Lease Deed registered at his own cost and the Lessor shall be entitled to raise a Debit Note on Lessee and recover the 50% of the cost incurred for the stamp duty, registration charges including fee of Solicitor.

LESSOR'S RIGHTS:

11. The Lessor shall be entitled to raise finance including rental discounting facility or create a mortgage of the Demised Premises and or any part thereof without the approval of the Lessee. However, such discounting facility or mortgage shall not affect the rights of the Lessee to use and occupy the Demised Premises during the term of the lease. For the purpose of rental discounting, the Lessor may intimate the Lessee in writing to deposit the Rent in the designated "TCG Urban Infrastructure Holdings Pvt. Ltd. Escrow/Current account" and the same shall be construed as complete discharge of obligation of the Lessee towards payment of Rent under these presents.

WAIVERS, REMEDIES And CUMULATIVE AMENDMENTS:

12.1 No failure or delay by the Lessor or the Lessee in exercising any right, power or privilege under this Lease Deed shall operate as a waiver thereof nor shall any single or partial exercise by the Lessor or the Lessee of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.



For HDFC BANK LTD.

Authorised Signatory



12.2 No provision of this Lease Deed may be amended, modified, waived, discharged or terminated or any breach of any provision of this Lease Deed be waived or discharged, otherwise than (in each case) by the express agreement of the parties hereto in writing.

ARBITRATION:-

13. That any dispute or differences between the parties hereto relating to or arising out of this Lease Deed (including any dispute or differences as to the existence or validity hereof) shall be referred for Arbitration and the decision of the Arbitrator(s) shall be final and binding on the parties. The Arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 and/or any statutory modification or re-enactment thereof and the venue of Arbitration proceedings shall be at New Delhi. The expenses of the Arbitration proceedings shall be borne by each party in equal proportion or as per the decision of the Arbitrator(s).

JURISDICTION:-

14. That this Lease Deed is subject to Gurgaon /Delhi jurisdiction.

SCHEDULE

1	Date of commencement of the Lease	: 10 th day of October, 2021
2	Term/duration of the lease	: 9 (Nine) years from the Date of commencement of the Lease i.e from 10 th October, 2021 to 9 th October, 2030
3	Monthly Lease rent / compensation and due date of payment	: For the period 10-10-2021 to 09-10-2024 Rs 13,35,640.24 (Rupees Thirteen Lakhs Thirty Five Thousand Six Hundred Forty and Paise Twenty Four only) per month + Goods and Service Tax subject to deduction of tax at source and payable on or before the 10th day of each English Calender month for which it is due (@ Rs 231.44 per square feet of the demised premises per month) For the period 10-10-2024 to 09-10-2027



For HDFC BANK LTD.

Authorised Signatory



4. Escalation in lease rental

5. Rent Free Period

6. Late Payment of Rent

Rs 15,35,986.28 (Rupees Fifteen Lakhs Thirty Five Thousand Nine Hundred Eighty Six and Paisa Twenty Eight only) per month + Goods and Service Tax subject to deduction of tax at source and payable on or before the 10th day of each English Calendar month for which it is due (@ Rs. 266.16 per square feet of the demised premises per month)

For the period 10-10-2027 - 09-10-2030

Rs 17,66,384.22 (Rupees Seventeen Lakhs Sixty Six Thousand Three Hundred Eighty Four and paisa Twenty Two only) per month + Goods and Service Tax subject to deduction of tax at source and payable on or before the 10th day of each English Calendar month for which it is due (@ Rs. 306.08 per square feet of the demised premises per month)

The Lessee shall reimburse the goods and **service tax**, if applicable, to the Lessor on the aforesaid rentals at the prevailing rate.

In addition to Rent, the Lessee shall also pay monthly maintenance charges, presently @ Rs. 18.51 per sq. ft. of the Demised Premises per month to the Maintenance Agency.

Escalation in lease rental:

The lease rent shall stand increased by 15% after expiry of every 3 years i.e w.e.f 10th October, 2024 on the then prevailing lease rent as per (3) above.

The Lessor shall grant to the Lessee a Rent Free Period ("RFP") of One Month at the end of each year i.e. 12th, 24th, 36th, 48th, 60th, 72th, 84th, 96th, and 108th months commencing from the date of Starting of lease of the demised premises to the Lessee by the Lessor.



For HDFC BANK LTD.

Authorised Signatory



If the Rent are not paid on due date, the Lessee shall be liable to pay an interest to the Lessor at the rate of 24% per annum on Rent from the date on which such Rent became due and payable till the date of payment.

- 7 Extension of the Lease and terms thereto : As per clause 8 C and D
- 8 Demised Premises Area : An aggregate of 5771 sq. ft. of super built up area on the Ground floor together with 5 car parking slots allotted to the Lessee free of cost, which is more particularly shown in the Schedule 2.
- 9 Address of the demised premises : First India Place, Sushant Lok Phase I, Block A, Mehrauli, Gurgaon Road, Gurgaon- 122002
- 10 Address & contact details (valid E-mail etc.) of the Lessor and the Lessee : In case of the Lessor:
Delhi Office:
Kind Attn: Mr. SUKH BIR SHARMA
M/s TCG Urban Infrastructure Holdings Pvt Ltd
Plot No: 100, Ground Floor,
Okhla Industrial Estate Phase-III,
New Delhi - 110020
Telephone No. 011 46084608
Email ID: Sukhbir.Sharma@tcgre.com
In case of Lessee:
Kind Attn:
Infrastructure Department
- M/s HDFC Bank Ltd
HDFC Bank House
Vatika Atrium, "A" Block
DLF Golf Course Road, Sector-53
Gurgaon - 122002 (Haryana)
Telephone No. 0124-4664441
- 11 Interest free Refundable Security Deposit : Security Deposit:
The Lessee has agreed to deposit with the Lessor a sum of Rs. 80,13,841.44 (Rupees Eighty Lakhs Thirteen



For HDFC BANK LTD.
Authorized Signatory



Thousand Eight Hundred Forty One and Paise Forty Four Only) (equivalent to 6 months security deposit), out of which an amount of Rs. 62,89,314/- (Rupees Sixty Two Lakhs Eighty Nine Thousand Three Hundred Fourteen only) has been paid and the balance amount of Rs. 17,24,527.44 (Rupees Seventeen Lakhs Twenty Four Thousand Five Hundred Twenty Seven and Paise Forty Four only) shall be paid to the Lessor on the date of signing of this Lease Deed as and by way of security deposit (hereinafter referred to as "security deposit ") which shall remain deposited with the Lessor during the subsistence and operation of this Lease Deed and the extension, if any, thereof and shall be refunded by the Lessor to the Lessee as per the terms of this Lease Deed.

Maintenance Deposit:

Further, the Lessee has agreed to deposit with the Lessor a sum of Rs. 6,40,927.26 (Rupees Six Lakhs Forty Thousand Nine Hundred Twenty Seven and Paise Twenty Six Only) (equivalent to 6 months of the maintenance deposit), out of which an amount of Rs. 2,55,000/- (Rupees Two Lakhs Fifty Five Thousand only) has been paid and the balance amount of Rs. 3,85,927.26 (Rupees Three Lac Eighty Five Thousand Nine Hundred Twenty Seven and Paise Twenty Six only) shall be paid to the Lessor on the date of signing of this Lease Deed as and by way of maintenance deposit (hereinafter referred to as "maintenance deposit"), which shall remain deposited with the Lessor during the subsistence and operation of this Lease Deed and the extension, if any, thereof and shall be



For HDFC BANK LTD.

Authorised Signatory



- refunded by the Lessor to the Lessee as per the terms of this Lease Deed.
- 12 payment of Corporation / Municipal rates, charges, taxes cessess on the Demised Premises : To be borne by the Lessor only.
- 13 Location of VSAT : Space for VSAT/Radio Modem Tower:
The Lessor shall provide space not exceeding 200 sq. ft. for installation of VSAT on the terrace of the building in which the demised premises are located.
- 14 Special Covenants : **ELECTRICITY CONNECTION :**
A connected load of 60 KW has been provided in the demised premise with 100% back up facility.
- AIR CONDITIONING:**
The Lessor undertakes to provide Air Conditioning for the demised premise which shall maintain an ambient temperature of 24 degrees +2 degrees in the demised premises. The Lessee will ensure proper internal ducting and air balancing to prevent any undesirable heat pocket or cold draft. The Lessor also undertakes to permit the Lessee to install its own split Air conditioning required for certain areas. However, the Lessee will install the outdoor units as per the locations given by the Lessor.
- OTHERS:**
The Lessor has provided fully functional toilets in the common area of the ground floor. In case of any seepage, the Lessee has to approach Maintenance Agency



For HDFC BANK LTD.

Authorised Signatory




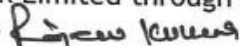
IN WITNESS WHEREOF the parties hereto have set and subscribed their hands to this writing (in duplicate), on the day and year first hereinabove written.

SIGNED AND DELIVERED by the within named)
Lessor,)
M/s TCG Urban Infrastructure Holdings Pvt Ltd)
Through Mr. Sukhbir Sharma)



In the presence of:


Sameer Jain, Advocate
Gurugram, Haryana.
(Witness)

SIGNED AND DELIVERED by the within named)
Lessee, HDFC Bank Limited through the hands of,)
Mr. ~~Satish Sharma~~ )


For HDFC BANK LTD.


Authorised Signatory

In the presence of:


PARVEEN KUMAR
S/o Sh. VEDPAL
R/o VPO Karola Distt. Ggn

(Witness)

DDO Code: 0362	E - CHALLAN		Candidate Copy
Government of Haryana			
Valid Upto: 03-08-2022 (Cash) 28-07-2022 (Chq./DD)			
GRN No.: 0092916651	Date: 27 Jul 2022 16:20:30		
Office Name: 0362-TEHSILDAR GURGAON			
Treasury: Gurgaon			
Period: (2022-23) One Time			
Head of Account		Amount	₹
0030-03-104-99-51 Fees for Registration		50000	
0030-03-104-97-51 Pasting Fees		3	
PD AcNo 0			
Deduction Amount: ₹		0	
Total/Net Amount: ₹		50003	
₹ Fifty Thousands Three Rupees			
Tenderer's Detail			
GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-			
PAN No:			
Tenderer's Name: TCG Urban Infrastructure Holdi			
Address: Kolkata -			
Particulars: REGISTRATION FEES			
Cheque-DD- Detail:			
Depositor's Signature			
FOR USE IN RECEIVING BANK			
Bank CIN/Ref No:		15577265207	
Payment Date:		27/07/2022	
Bank:		Punjab National Bank Aggregator	
Status:		Success	

DDO Code: 0362	E - CHALLAN		AG/ Dept Copy
Government of Haryana			
Valid Upto: 03-08-2022 (Cash) 28-07-2022 (Chq./DD)			
GRN No.: 0092916651	Date: 27 Jul 2022 16:20:30		
Office Name: 0362-TEHSILDAR GURGAON			
Treasury: Gurgaon			
Period: (2022-23) One Time			
Head of Account		Amount	₹
0030-03-104-99-51 Fees for Registration		50000	
0030-03-104-97-51 Pasting Fees		3	
PD AcNo 0			
Deduction Amount: ₹		0	
Total/Net Amount: ₹		50003	
₹ Fifty Thousands Three only			
Tenderer's Detail			
GPF/PRAN/TIN/Actt. no./VehicleNo/TaxId:-			
PAN No:			
Tenderer's Name: TCG Urban Infrastructure Holdi			
Address: Kolkata -			
Particulars: REGISTRATION FEES			
Cheque-DD- Detail:			
Depositor's Signature			
FOR USE IN RECEIVING BANK			
Bank CIN/Ref No:		15577265207	
Payment Date:		27/07/2022	
Bank:		Punjab National Bank Aggregator	
Status:		Success	



* Note :-> Depositor should approach treasury for judicial stamps etc. after verifying successful/ Account Prepared status of this challan at 'Verify Challan' on e-Gras website. This status become available after 24 hrs of deposit of cash or clearance of cheque / DD.