

LEASE DEED

THIS LEASE DEED IS EXECUTED AT NOIDA ON THIS

01/01/2025 BETWEEN

Mr Lokesh Mohan Singhal S/o Rakesh Mohan Singhal (vide PAN No:- AZFPS0476C / Aadhar No:- 4855 2295 2896) residing at R9/71, Sector-9, Rajnagar, Ghaziabad, Uttar Pradesh, 201002 (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 successors and permitted assigns) acting through its duly of the FIRST PART

AND

M/s. Ten Times Online Private Limited (vide CIN:- U72300DL2014PTC265480 / PAN No:- AAECT9621M) having its registered office at A-130, A Block, Sector-63, Noida, Gautam Buddha Nagar, Uttar Pradesh, 201301 Director details Atul Todi S/o Devi Prasad Todi (vide PAN No:- AEHPT0319L) (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) acting through its duly of the SECOND PART

WHEREAS the Lessor represents and warrants that it is the sole and absolute owner of office space measuring approximately 1895 sq. ft. Super Built Up area situated at **Office No.-1702 17th floor of Tower "THE ICONIC CORENTHUM"** in the Office Complex called "THE ICONIC CORENTHUM" (hereinafter also referred to as the "**Demised Premises**") built on a plot of land admeasuring 20,000 sq. meters situated and bearing **Plot No. A-40., Sector 62, situated in New Okhla Industrial Development Area (NOIDA) Distt Gautam Buddha Nagar, Uttar Pradesh.**

AND WHEREAS the Lessor represents and warrants that it is legally competent to Lease all or any part of the said Demised Premises and enter into proper lease agreement in respect of the same with any individual, company and/or firm,

AND WHEREAS the Lessor has agreed to let out the Demised Premises to the Lessee on the terms and conditions recorded hereunder.

NOW WHEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- (i) Lease-Rental and Option to Renew the Lease: The Lessor hereby Lease the Demised Premises unto the Lessee and the Lessee hereby agrees to take on Lease the Demised Premises together with the right to use the common areas and facilities in the Office Complex with other occupants. The lock-in period of the Lease will be 11 months from the date of commencement at a monthly rent of **Rs.1,38,335/- (Rupees One lakh Thirty-Eight Thousand Three Hundred Thirty-Five only)** of super built- up area per month subject to T.D.S., if applicable of the original rent now payable under this lease deed. It is also agreed between the parties, that

the Lessee shall pay an increase in rent after 12 months by 10%, or Mutual understanding as per the market conditions. After 24 months hereby granted on the terms and conditions to be mutually agreed between the parties and a new lease deed shall be executed and registered between the parties accordingly at the time of renewal of lease deed., On expiry of the 24 months period if this lease is not extended by the Lessor then in that event the Lessee shall be bound to hand over forth with the vacant peaceful possession of the demised premises along with all the fittings and fixtures and furniture as provided to the Lessee failing which the Lessee would be treated as illegal and unauthorized occupant and would be liable to pay damages as stipulated herein below.

(ii) That the rent agreed between both the parties is **Rs.1,38,335/- (Rupees One lakh Thirty-Eight Thousand Three Hundred Thirty-Five only)** paid in advance for the first month and paid by the Lessee to the Lessor by the 1-7 day of every English Calendar month subsequently.

(iii) That the Lessee has agreed to pay a sum **Rs. 2,76,670/- (Rupees Two Lakhs Seventy-Six Thousand Six Hundred Seventy Only)** as a security which will be adjusted to in notice period.

(iv) Commencement: THAT this Lease shall commence 01/01/2025 w.e.f

(v) Payment of Lease Rental: THAT the monthly Lease rental, which is exclusive of maintenance charges, Service Tax if levied, car space rental charges, power and other services payable. The Lessor shall issue receipts acknowledging the receipt of rent from the Lessee.

(vi) If applicable, that GST Tax or any other tax of any nature whatsoever is levied on Rent payments then the same shall be solely borne and paid by the Lessee irrespective of the fact whether such tax is levied on Lessor or Lessee. The Lessor however shall be liable to pay house tax, municipal dues, and any other levies of any nature, in respect of the demised premises.

(vii) If the lessee intends to vacate the said premises during the lock-in period, 11 months it shall pay accumulative balance rent for the unused portion of the lock-in period before vacating the premises.

(viii) THAT the Lessor represents and warrants that the Office Complex has been constructed as per sanctioned plans and as building bye-laws, The Lessor further represents that in the construction the builder has used best material and the quality of workmanship is good and has further represented that the all the common areas and facilities including air conditioning system which is provided in the said Complex will be fully maintained by the Maintenance Agency and the Lessee has agreed to pay the maintenance charges in respect of the demised premises over and above the agreed monthly rent. The Lessee shall pay the maintenance charges as per

Monthly bills raised by the Maintenance Agency.

(vi) MAINTENANCE:

Lessee shall pay the maintenance Charges as per actual monthly bill raised by The Company by Developers M/S ICONIC CORENTHUM Developers Pvt Ltd. The maintenance charges will commence at Rs. 15 per square foot and may increase based on usage.

That Lessee would pay the electricity charges as per the actual monthly Consumption charges, water charges, if any w.e.f

During the first 12 months, if any of the items listed in the fixtures are found to be defective, the Lessor shall replace them at no cost to the Lessee. However, if any of the items listed in the fixtures are broken by the staff members, the Lessee shall replace them at their own expense.

The maintenance office would take necessary steps to fix the centralised air conditioning fans if they are not functioning.

(ix) Common Area

It is agreed that if the maintenance charges are paid regularly as provided under this agreement, the Lessee will have the right to use common facilities such as passenger lifts, service lifts, common lobby, and washrooms. In the event of default in such payment, the Lessee shall not have the right to use any common facilities, as no such rights have been intended or agreed to be transferred under this agreement.

Similarly, if the Lessee commits any breach of any of the covenants herein, no right to use of common facilities shall be permitted to the Lessee, nominee of the Lessee inclusive of its staff and visitors, until the breach is rectified and the Lessor or any other body or association as hereinafter mentioned are assured that there will be no future repetition of such a breach.

(X) Covered Car- Parking Space: THAT if the Lessee requires any covered parking space, then at the request of the Lessee, subject to the availability of the covered car parking space, the Lessor may provide the same to the Lessee on payment of extra charges. The charges at present are Rs. 3000 + GST/Month per covered car park and Bike Rs. 700 + GST/Month.

(xi) Schedule of Payment of Lease-Rentals/ Other Dues: THAT the Lessee shall pay to the Lessor by Cheque / Bank Demand Draft / NEFT payable at NOIDA/ New Delhi the Rent payable under this Agreement to Lease without any cuts or deductions every month in advance by the 7th day of calendar month in advance for the month in respect of which such sums are payable but after deduction of TDS and any other levies as applicable from time to time.

(xii) Parking Facility at Owners' Risk: THAT the use of car/ scooter parking in the compound area

/ over ground shall be at the Lessee's own risk and responsibility. For overnight parking of cars / scooters will have to inform in writing to the Security Supervisor / In charge of the Maintenance Agency in advance about such parking. During the course of the parking the Maintenance Agency shall provide the necessary security arrangement.

- (xiii) Entry in the Premises for Inspection by the Lessor: THAT the Lessee shall permit the Lessor and its agents at all reasonable hours, but after prior notice of at least 24 hours in writing to that effect, to enter into the Demised Premises for the purpose of inspection of the Demised Premises
- (xiv) Handing Over of Possession on Expiry/ Termination of Lease: THAT the Lessee undertakes to handover possession of the Demised Premises to the Lessor on the expiry of the Lease in the same condition as taken over at the time of possession, barring regular wear and tear in the course of usage of space, complete with Fit-outs, without causing any damage to the walls, structural beams and columns, floors or ceiling or other parts of the interior/Fitouts of the Demised Premises or the building.
- (xv) Use of the Demised Premises: THAT the Lessee undertakes to use the Demised Premises for office purposes only and not to carry on or permit to be carried on in the Demised Premises or in any part thereof any activity which is or likely to be unlawful, obnoxious or to cause nuisance, annoyance or disturbance to other tenants /occupants of the premises/ building or store any goods of hazardous or combustible nature or which are heavy so as to affect the construction or the structure of the building or any part thereof or in any manner interfere with use of common areas.
- (xvi) Use of Building: THAT it is made absolutely clear that the Roof/ Terrace portion of the building is not considered as a common area and Lessee shall have no right over the said area.
- (xvii) Display of Signage: THAT the Lessee will be entitled to display name and address/ Signage of its office. The space provided for display of signage shall be prominent and visible.
- (xviii) Prohibition of Change of Use / Sub-letting / Parting with Possession: THAT the Lessee shall use the Demised Premises only for its own office and for its subsidiaries and affiliated sister concerns. The Lessee absolutely undertakes that it shall not assign, transfer, sublet, mortgage, underlet or grant leave and license or transfer or part with or share possession of the Demised Premises or any portion thereof in any manner whatsoever, except as specifically provided hereinabove, unless so permitted by the Lessor in writing. In the event of use of any portion of the Demised Premises by the subsidiary and / or sister concern of the Lessee as mentioned above, the sole responsibility of payment of Rent and other dues / charges shall be that of the Lessee alone. Any unauthorized use of the Demised Premises shall call for a written notice from the Lessor to the Lessee indicating the same and giving a period of 30 days' time to rectify the same failing which it shall immediately entitle and empower the Lessor to terminate the Lease and enter the Demised Premises.

(xxiii) Internal Partitions: THAT the Lessor will permit the Lessee at the cost of the Lessee the erection of internal temporary partitions and other internal alterations and additions as may be necessary for the business of the Lessee provided that if such additions or alterations, require the prior approval or permission of any Municipal authority or any other Local Body or Govt. Authority, the Lessee shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or Local Body or Govt. Authority. PROVIDED ALWAYS IT IS specifically made clear that the Lessee shall not shift the entrance gate nor shall make any interior partitions which might block the blowers as it would affect the efficiency of air conditioning system.

(xxiv) Indemnity by the Lessor: THAT the Lessor shall indemnify and hold harmless the Lessee at all times against and in respect of all losses, liabilities, costs and expenses which the Lessee may suffer or incur in connection with any of the following:

- a) Any gross negligence and willful misconduct leading to breach of any of the covenants and obligations and breach of any representations and warranties, including its title to the Demised premises.
- b) For any loss, damage, fine, penalty or expenses incurred by the Lessee due to any violation of municipal building bye-laws by the Lessor in the construction of the Demised Premises.
- c) The Lessor represents and warrants that there is no claim, action, litigation, arbitration or other proceeding threatened or pending against Lessor with regard to the Demised Premises which would affect the Lease contemplated herein between the parties. Furthermore, the Lessor shall give the Lessee immediate written notice of any such claim, litigation, proceeding or investigation and shall keep the Lessee harmless and indemnified from any action by third parties.

(xxv) Indemnity by the Lessee: THAT the Lessee hereby indemnifies the Lessor and assures the Lessor that the Lessee and/ or its representatives, agents, employees or anybody else claiming possession of the Demised Premises through it:

- a) Shall not decorate the exterior of the Demised Premises otherwise than in the manner agreed in writing by the Lessor;
- b) Shall not use or permit the use of the Demised Premises or any part thereof in any manner, which may or is likely to cause nuisance or annoyance to the occupants of other premises/ spaces in the building/Office Complex.
- c) Shall not put or cause to put any sign board, neon-light, name or name- board, publicity or advertisement material, banner or hoarding or objects in the common area.
- d) Shall not change or permit change of the colour scheme of the outer walls or paint

on the exterior side of the doors and windows etc. or carry out any change in the exterior elevation and/ or design of the Demised Premises or the building/Office Complex.

- e) Shall not violate any material or crucial term of this Lease with regard to payment of Rent, User, sub-letting etc. In case any such violation is noticed by the Lessor, then, in that case the Lessee shall rectify the violation within the time period specified by the Lessor in its written notice and on its failure to do shall call for determination of the Lease by the Lessor and the Lessee shall also be liable for all expenses, losses and damages caused to the Demised Premises and/or the building/complex by its gross negligence and wilful misconduct.
- f) Shall not do or cause to do any act or deed which would affect adversely the efficiency of cooling system in particular shall not make any other opening to the demised premises, shall not shift or change the existing opening / door shall not raise any partition from ground to the roof level which would block the blower nor would do any act or deed as may not be permitted to be done in the Maintenance Agreement the details of which have been fully provided in the list attached thereto.

The indemnities to be provided by the Lessor and Lessee as above to each other shall survive the expiry or prior termination of the Agreement to Lease/Lease Deed.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- xxvi) Termination of the Lease and the Lock-in Period: THAT the Lessee shall not have the right to terminate the Lease and to vacate the Demised Premises until the expiry of lock-in period from the date of possession except in the event of Force Majeure (as defined below) including acquisition or attachment proceedings by Government authorities which renders the Demised Premises unfit for use for office purposes by the Lessee. That the parties to this lease shall have the option of renewing the lease of the demised premises at the expiry of the present term hereby granted on the terms and conditions to be mutually agreed between the parties and a new lease deed shall be executed and registered between the parties accordingly at the time of renewal of lease deed. The Lessee hereby agrees and undertakes that in case it terminates the Lease before the expiry of the initial period of 11 months i.e. before the expiry of lock in period by a specific notice or through action of non-payment of its dues payable to the Lessor or because of any breach of any covenants of this lease deed by the lessee, then the Lessee agrees to be liable to pay and hereby authorizes the Lessor to claim the entire rent amount and other charges under the Lease Deed for the remaining unexpired period out of the 11 months committed period from the Lessee and to adjust the same from any deposits of the Lessee lying with the Lessor at that point of time.
- (xxvii) Default in Payments by the Lessee: THAT if any amount payable by the Lessee to the Lessor by way of Rent or any other charges or dues under the Lease shall be in arrears and unpaid for a period of 30 (thirty) days after the same have become due and payable

and are not paid even after a notice in writing to do so within a further period of 30 (Thirty) days, the Lessor is given the right and power to claim interest at the rate of @ 12% (Twelve Percent) p.a on the total period of delay or to determine the Lease and re-enter the Demised Premises or any part thereof and/or put its own lock on the main entrance door of the Demised Premises after giving a final notice of 30 (Thirty) days for vacation of the Demised Premises for handing over its peaceful vacant possession to the Lessor. The Lease in such an event shall be treated as terminated and having come to an end at the instance of the Lessee as specified in Clause above, and all unadjusted security deposits lying with the Lessor shall become liable for adjustment against the amounts payable by the Lessee and the Lessee shall also liable to pay to the lessor entire Rent and other charges under the Lease Deed for the remaining unexpired period out of the eleven months committed period.

(xxxi) Raising of Finance by the Lessor: THAT the Lessee hereby expressly agrees and consents that it would have no objection to the Lessor raising finance by way of mortgage or any other charge on the Demised Premises subject however that creation of such mortgage/charge shall not affect the rights of the Lessee to use the Demised Premises during the Lease period and the renewals thereof. All the rights of the lessee remain the same.

(xxxii) Sale of the Demised Premises: That the lessor will ask first right of refusal to buy the space to the lessee & thereafter the Lessee hereby expressly agrees and consents that it would have no objection to the Lessor selling the Demised Premises to one or more individuals, firms or companies. The Lessor in such event will inform the Lessee in writing and notwithstanding anything contained in the Agreement to Lease/ Lease Deed, the Lessor shall ensure that such sale shall not affect the rights of the Lessee granted under the Lease during the Lease period and renewals thereof. The Lessor shall simultaneously transfer the Security Deposit to the new owner/transferee and inform the Lessee of the same. The Lessee shall be liable to pay the monthly Rent from the date of the sale to the new owner/s, subject to execution of fresh Lease Deed with new owner/transferee. However, all the terms and conditions remain the same. The cost of stamping and registration of fresh Lease Deed in this case, shall be borne by the new owner/transferee. Maintenance of the Office Complex will however be continued to be done by the Lessor or the Maintenance Company nominated by the Lessor and monthly Maintenance charges and other charges shall continue to be paid by the Lessee to the Lessor/Maintenance Company.

(xxxiii) Acquisition or Requisition by the Government: THAT if during the term hereby created, the Demised Premises or any part thereof be acquired or requisitioned by the Government or any local body or authority under any future Act or Rules made which are applicable to all such properties in the area, in such event, the claim of the Lessor for compensation shall be discussed with the Lessee prior to filing and shall include any consequential losses, which the Lessee is likely to suffer and if the Lessee so decides it may participate in the litigation or other proceedings and pay it's proportionate

costs thereof and shall be entitled to its share of losses as decided by the concerned adjudicating authorities.

xxxv) Changes/Modifications: THAT this Lease constitutes the entire agreement (between the parties and revokes and supersedes the Letter of Intent(s) and/or earlier Offers and all previous discussions / correspondence and agreements, between the parties, if any, concerning the matters covered herein whether written, oral or implied. This Lease shall not be changed or modified except by written amendment duly agreed by the parties.

(xxxvi) Retention of the Original of the Lease-Deed: THAT the Lessee shall retain the original of this Lease Deed as and when executed and the Lessor shall be entitled to retain duplicate copy thereof.

(xxxvii) Abiding by Laws of the Land: THAT the Lessee and the Lessor shall abide by the laws of the land and any local enactments in respect of the Demised Premises.

(xxxviii) Notice period - 2 months written notice.

xxxix) Redressal Of Disputes and Jurisdiction of Courts etc.: THAT this Agreement (to Lease and the rights and obligations of the parties under or arising out of this Agreement to Lease shall be construed and enforced in accordance with the laws of India. All or any disputes arising out or touching upon or in relation to the terms of this Deed 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 within 30 days of such differences/dispute having so arisen, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory Amendments/modifications thereof for the time being in force. The arbitral tribunal shall consist of a sole arbitrator to be appointed by both parties. All arbitration proceedings shall be conducted in the English language and the venue of arbitration shall be at Noida. The award of arbitrator shall be final and binding on the Parties.

IN WITNESS WHEREOF the parties hereto have set their hands and seal to these presents on the day month and year first above mentioned.

Signed and Delivered by the within named Lessor

Through its Authorized Signatory

Signed and Delivered by the within named Lessee

Through its Authorized Signatory

WITNESSES:

1.

2:

FIXTURES

S. No	Items	Quantity
1.	Boss Chairs in Cabins	2
2.	Visitor Chairs in Cabins	4
3.	Sofa single setter in MD cabin	1
4.	Workstations Chairs	24
5.	Two Setter sofa in Reception	1
6.	Conference Chair	6
7.	Main Door Key	1
8.	Cabin Key	2
09.	Reception chair	1
10.	Storage key	48
11.	Telephone Booth	2

..... LESSOR LESSEE