LEASE DEED

This Lease Agreement (“**Agreement**”) is made at Noida on 24/06/2025

**By And Between**

**Mrs. Pratibha Rai Raman (Pan No-ACFPR3796M) Address- D/o Vijay Pratap Rai R/o House No 302 Tower 1 Augusta Town Home Jaypee Wish Twon Sector 128 Noida 201301 (**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 PARTY

**And**

**M/s Marketstrat Business Solutions Pvt Ltd GST No (09AAMCM4967F1ZY)** **a Prop writership** company registered Address- Office No H.N-33, Vill- Pehlagadh, PO- Sonali, KATIHAR, Bihar, India - 855114 the under the Companies Act 1956, and having its Registered Address through **its singing Authority Mr. Ashish Pan No (ASVPA8594N) Aadhar No (……………..)** Hereinafter referred to as “**LESSEE**”, which expression shall, unless it be repugnant to the context or mean hereof, mean and include its successors and assigns) of the **Second Party**

As the context may require, the Lessor and the Lessee shall hereinafter be collectively referred to as “**PARTIES**”.

**WHEREAS** the Lessor represents and warrants that it is the sole and absolute owner of office space admeasuring approximately **2394.25sq. ft.** **Super Area** situated at the **17th Floor of Iconic Corenthum identified by Office No-1701** in theOffice Complex called “The 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-41, Sector 62, situated in New Okhla Industrial Development Area ( NOIDA ) Distt Gautam Budh Nagar, UP – 201301 for which all consent and permissions for such usage and all such permits are in force and are valid.

**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. The Lessee has, prior to execution of this Lease, has seen and approved the title documents in favour of the Lessor as provided by the Lessor and is satisfied about its right to let out the Demised Premises.

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

1. **Lease-Rental and Option to Renew the Lease:** The Lessor hereby Leases 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 lease period will be **2 (Two) Years** from the date of possession of furnished premises at a monthly rent Rs.1,77,175/Month (Rupee One Lakh Seventy-Seven Thousand One Hundred Seventy-Five Only) subject to T.D.S.
2. There will be escalation of **5% Every Julian Calendar Year on** the last paid monthly rental.
3. **Lock in Period**: It is agreed between the parties that the i.e. (12 months) shall be regarded as the **Lock in Period** for the **LESSEE**. The LESSEE can terminate the Lease Deed by giving **Two (2) months**’ written notice after the expiry of 12 months. LESSOR can only terminate the lease deed after expiry of 2 (Tow) Months from the date of possession, except when the Rent is not received within 10 days of the last paid complete rent.If the lessee intends to vacate the said premises during the lock-in period of 12 months it shall pay accumulative balance rent for the unused portion of the lock-in period.
4. Commencement: THAT this Lease shall commence w.e.f. **1st July 2025** the date on which the possession of the demised premises shall be handed over to the Lessee with agreed fit outs and furniture & Fixtures and the payments of the rent shall commence from **1st July 2025**. The List of Fittings and Fixtures are attached as an Annexure. The Lessee hereby agrees to take the same along the possession and will handover back in same conditions as received subject to normal use.
5. **Payment of Lease Rental:** THAT the monthly Lease rental which is exclusive of maintenance charges /car space rental charges / power and other services payable by the Lessee; shall be subject to deduction of TDS, as applicable from time to time, for which TDS certificates shall be issued by the Lessee to the Lessor. The Lessor shall issue monthly Rent bill by 1St of month for payments by 7th of month.
6. The Lessor however shall be liable to pay house tax, municipal dues, and any other levies if any nature, in respect of the demised premises.
7. **Interest-Free Refundable-Security Deposit:** THAT the Lessee has upon execution of this Deed shall pay and deposit with the Lessor an interest-free Rent Security Deposit Amount Rs. /-354350 (Three Lakh Fifty-Four Thousand Three Hundred Fifty Only) **through NEFT/RTGS** the Lessor shall issue receipt of Interest Free security deposit to the Lessee. The said interest free Rent Security Deposit will be Not adjusted with Notice Period only, after deduction of dues if any, upon the Lessee handing over vacant peaceful possession of the Demised Premises in the condition as was given to the Lessee at the time of possession including Fitouts, then in good condition (normal wear and tear excepted), at the expiry of the Lease or its earlier termination.

(Viii) **ADVANCE RENT**: That the Lessee has further paid to the Lessor a sum Rs.1,77,175/Month (Rupee One Lakh Seventy-Seven Thousand One Hundred Seventy-Five Only) subject to T.D.S. **being** One month’s advance rent of **1st July 2025** by RTGF/NEFT the receipt of which is admitted and acknowledged by the Lessor from the Lessee.

1. **MAINTENANCE CHARGES / ELECTRICITY CHARGES / WATER CHARGES**

Lessee shall Pay the maintenance/Electricity/ Car parking Charge as Per actual quarterly Basic bill raised by Developers Corenthum Promoters Pvt Ltd.

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 Lessor 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 Quarterly bills raised by the Maintenance Agency.

(ix) **Common Area**

Notwithstanding the fact that a portion of the common areas has been included for the purpose of calculating the area of the Demised Premises, it is repeatedly and specifically made clear that it is only the inside space in the Demised Premises that has been agreed to be leased and the inclusion of the common areas in the computation does not pass any interest or give area right therein as such to the **Lessee**, except as provided hereunder. It is however, agreed that if the maintenance and replacement charges are paid regularly, as provided under this agreement, Lessee will have a right of use of common facilities, in default of such payment, it shall not be open to the **Lessee** to claim any right of use of common facilities, for none has been intended / agreed to be transferred under any of these presents. Similarly, if the **Lessee** commits any breach of any of the covenants herein, no right of 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) **Parking Space: THAT** if the Lessee requires any parking space, then at the request of the Lessee, subject to the availability of the car parking space, the Lessor may provide the same to the Lessee on payment of extra charges. The charges at present are Rs. 4200/- plus applicable GST per covered car park. Monthly car parking invoice shall be separately raised by Lessor / maintenance agency and same shall be paid by Lessee as per its due date.

(xi) **Schedule of Payment of Lease-Rentals/ Other Dues:** THAT the Lessee shall pay to the Lessor through online banking monthly lease rent payable under this Agreement every month in advance by the **7th (Seven) day of calendar month** 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 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 or earlier termination of the Lease in the same condition as taken over at the time of possession subject to normal wear & tear complete with Fit-outs, without causing any damage to the walls, structural beams and columns, floors or ceiling or other parts of the interior/Fit outs 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 Roof & Stair Cases:** THAT it is made absolutely clear that the Roof/ Terrace portion of the building is 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 at the space and place to be decided by the Maintenance Agency. 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 15 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.

(xix) **Prohibition of Structural Changes:** THAT the Lessee shall not make any structural additions or alterations in the Demised Premises without the prior consent of the Lessor in writing.

(xx) **Insurance of the Building:** THAT the Lessor and/or the Maintenance Agency shall at all the times maintain a comprehensive Insurance policy, insuring the main building and installed furniture, fixture & fittings against fire, natural calamities like earthquake, flood, storm, riots etc. costs of which shall be shared by the occupants on pro rata basis.

(xxi) **Indemnity Against Losses:** THAT the Lessee shall indemnify and hold harmless the Lessor at all times against and in respect of all losses, liabilities, costs and expenses which the Lessor may suffer or incur in connection with any gross negligence and willful misconduct leading to breach of any of the representations, warranties, covenants and obligations the Lessee has set forth in this Agreement to Lease and for any loss, damage, fine, penalty or expenses incurred by the Lessor due to any violation of municipal building bye laws by the Lessee in relation to occupation and use of the Demised Premises during the period of Lease.

(xxii) **Internal Electrical Cabling etc:** That the Lessor shall give Tap-off points in electrical shaft from which Lessee will provide its own cabling/ electrical fixtures within the Demised Premises at its own cost. Likewise, the Lessor will provide Tap-off point for enhanced load requirement of the Lessee. However, enhanced load can be provided only if found feasible taking into account access points and at the sole discretion of the Lessor/ Maintenance Company on payment of such extra charges as may be determined and fixed in the sole discretion of the Lessor / Maintenance Agency plus actual material cost, which shall have to be borne by the Lessee. The Lessee shall submit to the Lessor/ Maintenance Company two sets of drawings/ documents in respect of internal electrical, civil work done by the Lessee itself within the Demised Premises to enable Maintenance Company effectively deal with emergency fault/ breakdown in the said systems.

(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.

1. 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.
2. 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.
3. 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.
4. During the preventive Maintenance Period Witch will be Conducted quarterly in a year with prior Information No Ac and Electrical Services Will be available in said Parried (10. Am to 6Pm)
5. Office Access s 12 hours per day 8Am to 8Pm and 6 days per week, support services including electricity, water, power back up, security and lift.

(xxv) **Notice Period:** THAT except for the lock in period as in Clause above, the Lessee may terminate the Lease by giving **2 (Two) months**’ notice in writing duly served upon the Lessor or by payment of Rent stipulated in the Lease in lieu of the notice period. Upon the expiry of **2 (Two)** month from the date of notice as aforesaid, the Lease shall stand terminated subject to the Lessee handing over vacant, peaceful and physical possession of the Demised Premises and thereafter the Lessor will refund any outstanding deposits to the Lessee.

(xxvi) **Vacation of the Demised Premises:** THAT upon expiry of Lease or earlier termination the Lease shall expire and come to an end subject to the Lessee paying to the Lessor, till the date of vacation of the Demised Premises, the entire Rent and car parking charges and/or other dues, if any, as set out in the Lease Deed and handing over vacant, peaceful and physical possession of the Demised Premises. If the Lessee fails to pay as aforesaid or hand over vacant peaceful possession of the Demised Premises on the date of expiry of the last day of the Lease or its earlier determination, the Lessee agrees to pay to the Lessor for illegal and unauthorized occupation of the Demised Premises, liquidated damages equivalent to double of the normal per day rental value for each day of default of illegal and unauthorized occupation of the Demised Premises by the Lessee and in such an event the Lessee hereby authorizes the Lessor to withhold without any interest the refund of all the deposits / securities of the Lessee lying with the Lessor and to appropriate the same in part or full towards any dues as deemed fit and proper by the Lessor.

(xxvii) **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 lessee remain the same.

(xxv) **Stamping & Registration:** THAT all expenses relating to the stamping and registration of this Lease or any renewals/ extension thereof shall be borne by 50% Pay the Lessor And 50% Pay the Lessee. Furthermore, if any penalties or fines are imposed due to deficiency in the payment of stamp duty on this indenture and/ or due non-registration of the lease deed or on any such account shall also be borne by both the parties equally.

(xxix) **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.

(xxx) **Retention of the Original of the Lease-Deed:** THAT the Lessor shall retain the original of this Lease Deed as and when executed and the Lessee shall have the duplicate duly certified and signed copy thereof.

(xxxi) **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.

(xxxii) **Notices/ Communications:** THAT any notice, letter, communication etc. to be made, served or communicated unto the Lessor under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed to the Lessor at the address shown above or such other address as may be intimated by the Lessor in this behalf. Similarly, any notice, letter or communication to the Lessee shall be deemed to be made, served or communicated only if the same in writing is addressed to the Lessee at the above-mentioned address of the Lessee or to the address of the Demised Premises after the Lessee has shifted to the same by courier/ registered post. Such notices shall be effective from the date of receipt by the parties.

(xxxiii) **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. It is also agreed that the Courts at Noida will have the jurisdiction to decide any dispute in case the arbitration proceedings fail to decide any matter.

The Lessor has handed over to the Lessee all Original Keys/Keysets of all Doors, Latches, Drawers, Racks, cupboards etc. The Lessee will return the unit (including glasses, partitions) in original state and quantity at the time of handover. Any Keys which might get lost or damaged by the Lessee will be indemnified by the complete replacement of related Lock Compartment.

The Lessee hereby agrees and accepts the receipt of following Inventory in the given Annexure. And Shall handover the same to the Lessor in same quantity and quality as received.

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

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| **Lessor** | **Lessee** |
| **Pratibha Rai Raman**  Signature: | **M/s Marketstrat Business Solutions Pvt Ltd**  Name:  Signature: |

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| --- | --- |
| **Witness-1** | **Witness-2** |
| Name:  Address:  Signature:  Mob. | Name:  Address:  Signature:  Mob. |