**DEED OF LEASE**

This Deed of Lease (the “**Deed**”) is made and executed at Mumbai on this 22nd day of August, 2025.

**BY AND BETWEEN:**

**Prime Properties Pvt. Ltd.**, a company incorporated under the Companies Act, 2013, having its registered office at 15th Floor, Nariman Point Towers, Nariman Point, Mumbai - 400021, India, represented by its authorized signatory Mr. Ramesh Gupta (hereinafter referred to as the “**LESSOR**”, which expression shall unless repugnant to the context mean and include its successors-in-interest and assigns) of the **FIRST PART**;

**AND**

**Elegance Retail Ventures LLP**, a Limited Liability Partnership incorporated under the LLP Act, 2008, having its office at 401, Commerce House, Fort, Mumbai - 400001, India, represented by its designated partner Ms. Anjali Parekh (hereinafter referred to as the “**LESSEE**”, which expression shall unless repugnant to the context mean and include its successors-in-interest and permitted assigns) of the **SECOND PART**.

WHEREAS:

A. The Lessor is the absolute legal and beneficial owner of the commercial premises being Shop No. G-5, on the Ground Floor, in the building known as “The Corporate Plaza”, situated at Linking Road, Bandra (West), Mumbai - 400050, having a super built-up area of approximately 1,200 sq. ft. (hereinafter referred to as the “Demised Premises”).

B. The Lessee has requested the Lessor to grant a lease of the Demised Premises for carrying out its business operations, which the Lessor has agreed to, on the terms and conditions hereinafter appearing.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

1. GRANT OF LEASE

In consideration of the rent hereby reserved and the covenants and conditions to be performed by the Lessee, the Lessor does hereby demise unto the Lessee, the Demised Premises, TO HOLD the same unto the Lessee for a term of 5 (five) years, commencing from October 1, 2025 (“Commencement Date”).

2. RENT

The Lessee shall pay to the Lessor a monthly rent of ₹4,00,000/- (Rupees Four Lakh only) (“Rent”). The Rent shall be paid in advance on or before the 7th day of each English calendar month.

3. RENT ESCALATION

The Rent shall be increased by 15% (fifteen percent) over the last paid Rent after the completion of every 3 (three) years of the lease term.

4. INTEREST-FREE SECURITY DEPOSIT

The Lessee has paid an interest-free refundable security deposit of ₹24,00,000/- (Rupees Twenty-Four Lakh only) to the Lessor. The said deposit shall be refunded by the Lessor to the Lessee within thirty (30) days of the expiry or sooner determination of the lease and handing over of vacant and peaceful possession of the Demised Premises, after deducting any amounts due from the Lessee.

5. LOCK-IN PERIOD

Notwithstanding anything contained herein, there shall be a lock-in period of 24 (twenty-four) months from the Commencement Date, during which neither the Lessee nor the Lessor shall be entitled to terminate this Deed, except in the case of a material breach by the other party.

6. LESSEE’S COVENANTS

The Lessee hereby covenants with the Lessor as follows:

a. To pay the Rent and other charges on the due dates.

b. To use the Demised Premises solely for the purpose of operating a retail store for apparel and accessories under the brand name ‘Elegance’.

c. To bear and pay all charges for electricity, water, internet, and other utilities consumed on the Demised Premises.

d. To pay the common area maintenance (CAM) charges to the building’s maintenance authority.

e. Not to make any structural alterations or additions to the Demised Premises without the prior written consent of the Lessor.

f. To permit the Lessor or its authorized representatives to enter and inspect the Demised Premises at reasonable times with prior notice.

7. LESSOR’S COVENANTS

The Lessor hereby covenants with the Lessee as follows:

a. That the Lessee, upon paying the Rent and observing its covenants, shall peacefully and quietly hold, possess, and enjoy the Demised Premises during the lease term without any interruption from the Lessor.

b. To pay all existing and future property taxes, cesses, and assessments levied on the Demised Premises.

8. TERMINATION

After the expiry of the Lock-in Period, either party may terminate this lease by giving three (3) months' written notice to the other party.

9. REGISTRATION

This Deed of Lease shall be registered with the appropriate Sub-Registrar of Assurances. The cost of stamp duty, registration fees, and all other incidental expenses shall be borne and paid by the Lessee exclusively.

10. GOVERNING LAW AND JURISDICTION

This Deed shall be governed by the laws of India. The courts in Mumbai shall have exclusive jurisdiction to try any disputes arising out of this Deed.

**IN WITNESS WHEREOF**, the parties have executed this Deed on the date first above written.

**For Prime Properties Pvt. Ltd.**

Name: Ramesh Gupta

Title: Authorized Signatory (Lessor)

**For Elegance Retail Ventures LLP**

Name: Anjali Parekh

Title: Designated Partner (Lessee)

WITNESSES:

1.

Name: Sunil Agarwal

Address: Fort, Mumbai

Name: Vikram Singh

Address: Dadar, Mumbai