

18118

Bond	Indian-Non Judicial Stamp Haryana Government		Date : 14/03/2023
Certificate No.	G0N2023C695		Stamp Duty Paid : ₹ 101 (Rs. Only)
GRN No.	100292678		Penalty : ₹ 0 (Rs. Zero Only)
Deponent			
Name : Vatika Ltd	Sector/Ward : Na	Landmark : Na	
H.No/Floor : Na	District : Gurugram	State : Haryana	
City/Village : Gurugram			
Phone : 98*****28			
Purpose : AGREEMENT to be submitted at Concerned office			

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

LEASE DEED

This LEASE-DEED (hereafter referred to as "Lease Deed") is executed at Gurugram on this
____ day of _____

BY

Vatika Ltd. a Company incorporated under the Companies Act 1956 having its registered office at Unit No.-A-002, INXT City Centre, Ground Floor, Tower A, Sector 83, Vatika India Next Gurgaon - 122012 acting through its duly authorized signatory Ms. Ritu Gupta, (hereinafter Referred to as "Lessor"), further authorizing Mr. Shyam Gupta (Aadhar No.: 355709077469) and/or Mr. Satish Kumar (Aadhar No. 617153271011 & Pan – AJQPK3259G) which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its Directors, administrators, executors and permitted assigns, of the FIRST PART.

IN FAVOUR OF

Gogoro India Private Limited (GSTIN No.: 07AAKCG0290P1Z5; PAN No.: AAKCG0290P; TAN No.: DELG27915G) a company registered under the Company's Act 1956 governed by the Companies Act of 2013, having its registered office at Office 433, 4th Floor, Rectangle No. 1, Commercial Complex, D4, Saket, New Delhi 110017 (hereinafter referred to as "Lessee" which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors, legal representatives, and permitted assigns) acting through its duly authorized signatory Mr. Kanchan Kumar Singh authorized vide board resolution passed in the Board Meeting held on 14 March 2023 further authorizing Mr. Vishal Kaushik (Aadhar No. 619937810620) of the SECOND PART.



Reg. No.

Reg. Year

Book No.

18118

2023-2024

1



पटा देने वाला



पटा लेने वाला



गवाह

उप/सयुक्त पंजीयन अधिकारी
Manesar

पटा देने वाला :- thru SATISH KUMAROTHER VATIKA LTD

पटा लेने वाला :- thru VISHAL KAUSHIKOTHERGOGORO INDIA PVT
LTD

गवाह 1 :- SURENDER ADV

गवाह 2 :- ABHAY HARIRAM PUROHIT

प्रमाण पत्र

प्रमाणित किया जाता है कि यह प्रलेख क्रमांक 18118 आज दिनांक 20-02-2024 को बही नं 1 जिल्द नं 331 के पृष्ठ नं 52.5 पर किया गया तथा इसकी एक प्रति अतिरिक्त बही संख्या 1 जिल्द नं 2837 के पृष्ठ संख्या 80 से 82 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 20-02-2024

उप/सयुक्त पंजीयन अधिकारी Manesar



18118

Non Judicial

Indian-Non Judicial Stamp
Haryana Government

Date : 01/02/2024

Certificate No.	G0A2024B450		Stamp Duty Paid : ₹ 50250 (Rs Only)
GRN No.	112355805		Penalty : ₹ 0 (Rs Zero Only)

Seller / First Party Detail

Name:	Vatika limited	Sector/Ward :	83	LandMark :	Vcc	
H.No/Floor :	Na	District :	Gurugram	State :		Haryana
City/Village :	Gurugram	Phone:	88*****61			

Buyer / Second Party Detail

Name :	Gogoro india pvt ltd	Sector/Ward :	Saket	LandMark :	Commercial complex d4	
H.No/Floor :	433	District :	New delhi	State :		New delhi
City/Village:	New delhi	Phone :	88*****61			

Purpose : Lease Deed



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LEASE DEED

TYPE OF DEED	: LEASE DEED
VILLAGE/CITY NAME	: SHIKOHPUR/GURUGRAM
SEGMENT/BLOCK NAME	: VATIKA INXT CITY CENTRE
UNITS LAND	: 4,290 SQ. FT.
TYPE OF PROPERTY	: COMMERCIAL
STAMP DUTY	: Rs.50,250/-
TRANSACTION VALUE	: Rs. 33,46,200/- Average Annual Rental
NUMBER/DATE	: G0A2024B450/ 1 st February, 2024

THIS LEASE DEED IS REGISTERED AT MANESAR (GURUGRAM) ON THIS 20th DAY OF Feb 2024



वसीका संबंधी विवरण

वसीका का नाम LEASE

तहसील/सब-तहसील- Manesar

शहरी - म्युनिसिपल क्षेत्र सीमा के अन्दर

पता : VATIKA LTD. VILLAGE-SIKHOPUR, SECTOR-83

गांव/शहर- Huda Sectors

स्थित- See 83

पंजीकृत कॉलोनी

धन संबंधी विवरण

राशि- 3346200 रुपये

स्टाम्प नं- G0A2024B450

रजिस्ट्रेशन फीस- 20000 रुपये

EChallan:112354775

कुल स्टाम्प शुल्क- 50193 रुपये

स्टाम्प का मूल्य- 50250 रुपये

पेस्टिंग शुल्क- 3 रुपये

दवारा तैयार किया गया- SURENDER ADV

सेवा शुल्क- 200

भवन का विवरण

व्यवसायिक

51875.12 Sq. Yards

स्थानीय शहरी निकाय संबंधी विवरण

प्रॉपर्टी आईडी- ILC6J384

प्रॉपर्टी नं- project id

मालिक- VATIKA LTD.

पता- VATIKA LTD. VILLAGE-SIKHOPUR, SECTOR-83

यह प्रलेख आज दिनांक 20-02-2024 दिन मंगलवार समय 2:15:00 PM बजे श्री/श्रीमती/कुमारी VATIKA LTD thru SATISH KUMAROTHER निवास GURUGRAM द्वारा पंजीकरण हेतु प्रस्तुत किया गया।

हस्ताक्षर प्रस्तुतकर्ता

VATIKA 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।

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।

VATIKA LTD

दिनांक 20-02-2024

संयुक्त उप पंजीयन अधिकारी Manesa

उपरोक्त पटा लेने वाला व श्री/श्रीमती/कुमारी GOGORO INDIA PVT LTD thru VISHAL KAUSHIK OTHER हाजिर हैं। प्रस्तुत प्रलेख के तथ्यों को दोनों पक्षों ने सुनकर तथा समझकर स्वीकार किया। प्रलेख के अनुसार 0 रुपये की राशि पटा लेने वाला ने मेरे समक्ष पटा देने वाला SURENDER ADV पिता --- निवासी ADV GGM व श्री/श्रीमती/कुमारी ABHAY HARIRAM PUROHIT पिता --- निवासी MAHARASHTRA ने की।

साक्षी सं. 1 को हम नम्बरदार/अधिवक्ता के रूप में जानते हैं तथा वह साक्षी सं. 2 की पहचान करता है।



दिनांक 20-02-2024

संयुक्त उप पंजीयन अधिकारी Manesa

WHEREAS

- A. That the Lessor had entered into an agreement with M/s Trishul Propbuild Ltd. (Hereinafter Referred to as "**Confirming Party**"), a subsidiary company of Vatika Limited, for the development of a Commercial Complex upon land admeasuring 10.718 acres being Khasra No. 731 measuring Bigha 2 Biswa18, Khasra732 Bigha 5 Biswa3, Khasra No. 733 Bigha 2 Biswa 10, Khasra No. 734/1 Bigha 1Biswa 14, Khasra No. 734/2/2 Bigha0 Biswa3, Khasra No. 735/2 Bigha 1 Biswa17, Khasra No. 736/2 Bigha 2 Biswa 3, Khasra No. 738/1 Bigha 0 Biswa 15 falling in the revenue estate of Village Shikhopur, Tehsil Manesar District Gurugram, Haryana, now known as Sector 83, Gurugram, Manesar Urban Complex (Hereinafter referred to as the "**Said Land**").
 - B. That the Lessor has developed the "**Commercial Complex**" (Hereinafter also referred to as the "**Complex**") in the name of INXT City Centre on the basis of approvals and licenses granted to the Confirming Party bearing license No. 122 of 2008 from the Director Town and Country Planning, Haryana, Chandigarh (DTCP) for constructing a commercial colony upon the Said Land (Hereinafter Referred to as the "**Project**"). Further building plans vide Memo NO. ZP-466-AD (RA)/2014/6941 dated 4.4.14 have been approved by appropriate authorities.
 - C. That the Lessor represents and warrants that it is legally authorized and empowered to sell/assign and lease the whole or part of the said Commercial Complex in full or in part to any individual, company, and/or firm, and that the execution of the Lease Deed and performance of its obligations hereunder do not constitute a breach of any contract or obligation to which it is a party or violate any applicable laws or regulations.
 - D. Whereas the Confirming Party had filed a petition before the Hon'ble High Court of Punjab and Haryana for voluntary winding up and pursuant to the order dated [January 18, 2019] passed by the said court, the Confirming Party has now been wound up. The Lessor is the principal shareholder of the Confirming Party and has full powers to sell/transfer/convey/sell and/or assign and/or lease or agree to sell/transfer /convey / sale /assign and/or lease the whole or part of the said Commercial Complex to any third party pursuant to the applicable laws or regulations or appropriate authorities.
 - E. The Lessor through an Agreement for sale of Development Rights dated 4th April 2011 executed with the Confirming Party, is fully competent to enter into this Lease Deed and all legal formalities with respect to the right, title, and interest of the Lessor regarding the Said Land on which Project is to be constructed have been complied.
- The Lessor has obtained approval on the layout plan/ demarcation/ zoning/ site plan/ building plan/ or any requisite approval for the Project as the case may be, from the Department of Town and Country Planning, Haryana (DTCP). The Lessor agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act/ any other laws of the State as applicable, save where such changes are necessitated/permited by a change in Govt. policy, change in law, policy decisions court orders, State action like Land acquisition for public utilities, etc.;
- F. The Lessee is desirous of taking on the lease of **4290 sq. ft. of Super Area (Carpet area – approx. 3471 sq feet)** situated on the **Ground Floor, Tower-A at INXT City Centre**



situated at Sector-83, Gurugram for the purposes of testing facility and/or its office (hereinafter referred to as "Demised Premises" and more particularly defined in the floor plan attached as "Annexure A").

G. **AND WHEREAS** the Lessor has agreed to the offer of the Lessee and is now agreeable to letting the Demised Premises on the terms and conditions recorded hereunder. The Lessee has, prior to execution of this Lease Deed, seen the documents in favor of the Lessor and its right to lease out the demised premises and shall, henceforth, be not entitled to investigate further the same and no requisition/ objection/ clarification/ query in this regard shall be raised by the Lessee or entertained by the Lessor.

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

1. **Lease-Rental:** THE Lessor hereby leases the Demised Premises unto the Lessee and the Lessee hereby takes on lease the Demised Premises together with the right to use the common facilities in the said Complex along with other occupants. The Lease Rental for the Demised Premises is mentioned below for the term of three years.:

Year	Rental Per Sq. Ft.	Total Monthly Amount
1 st Year	Rs. 55 per sq. ft. (Plus GST as Applicable)	Rs.2,35,950/- (Rupees Two Lakh Thirty-Five Thousand Nine Hundred and Fifty Only) (Plus GST as Applicable)
2 nd Year	Rs. 65 per sq. ft. (Plus GST as Applicable)	Rs.2,78,850/- (Rupees Two Lakh Seventy-Eight Thousand Eight Hundred and Fifty Only) (Plus GST as Applicable)
3 rd Year	Rs. 75 per sq. ft. (Plus GST as Applicable)	Rs. 3,21,750/- (Rupees Three Lakh Twenty-One Thousand Seven Hundred and Fifty Only) (Plus GST as Applicable)

2. **Commencement:** THAT the Lease for the initial term of 3 (three) years shall commence from 1st November 2023 ("Lease Commencement Date"). Lease rental shall commence after 90 Days from the Lease Commencement Date i.e., 1st February 2024 ("Rent Commencement Date").

The Lessor shall hand over the Demised Premises to the Lessee for the fit-outs on 1st November 2023 or any mutually agreed date after 1st November 2023.

3. **Commercial Terms:** The broad commercial terms of the Lease Deed which have been agreed between the parties are captured in "Annexure-C" as attached herewith and are part of this Lease Deed.



Karan Jay

- 4. Option to Renew the Lease:** The Lessee has the option to renew the Lease for **2 (Two)** further terms of **36 (Thirty-Six) months** each. Lease Rental, maintenance charges, and security deposit at the time of renewal will be subject to an escalation of **15%** over the previous payable rental, maintenance charges, and security deposit provided that the Lessee shall give the Lessor a duly served notice for renewal in writing at least **3 (Three)** months before the expiry of this Lease term. However, this right to renewal of the Lessee is subject to the Lessee not being in default of its obligations at the time of exercise of its right to renew.

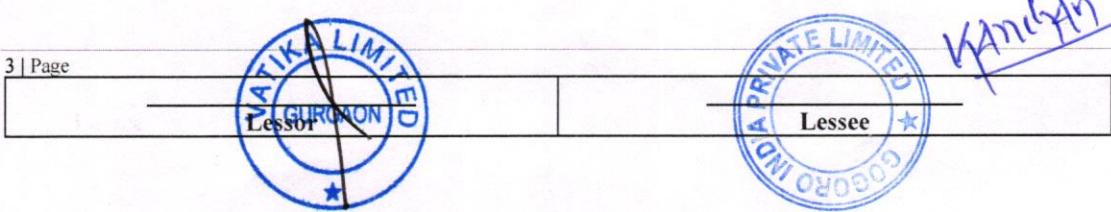
If the option to renew the Lease is exercised by the Lessee as above, then a fresh Lease Deed shall be executed on the terms and conditions as per this Lease Deed, subject to enhanced rent, and will be duly registered with Registrar's office at Gurugram. However, in the event, the Lessee fails to renew the Lease before the expiry of this Lease Term, **Clause (16)** shall come into immediate effect, till the period the Lessee hands over the possession of the Demised Premises as mentioned under this Lease Deed.

- 5. Interest-Free Refundable Security Deposit ("IFRSD"):** THAT the Lessee shall pay to the Lessor Interest-Free Refundable Security Deposit equivalent to **3 (Three) months' rent**, totaling **Rs. 8,36,550/- (Rupees Eight Lakh Thirty-Six Thousand Five Hundred and Fifty only)**. The Lessee has paid **Rs. 2,78,850/- (Rupees Two Lakh Seventy-Eight Thousand Eight Hundred and Fifty Only)** at the time of signing of the Letter of Intent for the lease, and the balance amount of **Rs. 5,57,700/- (Rupees Five Lakh Fifty-Seven Thousand and Seven Hundred Only)** shall be paid at the time of execution of this Lease-Deed. The said Interest-Free Refundable Security Deposit shall be increased proportionately to match any increase in rent due to renewal of Lease or otherwise.

IFRSD will be refunded only, after deduction of dues and submission of TDS certificates (if any) and upon the Lessee handing over vacant peaceful possession of the Demised Premises (along with furniture and fixtures installed by Lessor, if applicable) in good and original condition in which it has been handed over to it by the Lessor within 30 (thirty) days after the expiry of this Lease Deed or its earlier determination/termination.

The said Interest-Free Refundable Security Deposit shall be refunded within 30 days subject to the Lessee handing over the peaceful possession of the premises within 30 (thirty) days after the expiry or earlier termination of the Lease Deed and the payment of rent and other dues including TDS certificates.

- 6. Mandatory Stamping & Registration:** All expenses relating to the stamping and registration of the Lease Deed or any extension thereof shall be borne equally and jointly by both parties. Both Parties shall pay the stamp duty charges and registration as per the Statutory requirements and admin charges on the signing of the Lease Deed and shall ensure that the registration process is completed within 30 days from the date of signing of the Lease Deed, any increase in the said charges shall be borne equally by both parties. The Lessor shall assist in expediting the process of registration.
- 7. Claims regarding workmanship/ quality of construction etc.:** THAT pursuant to taking possession of the Demised Premises, the Lessee remains responsible and liable for the upkeep and maintenance of the Demised Premises and shall not raise any objection or claim



against the Lessor in respect of any item of work or quality of workmanship or materials or specifications or fittings and fixtures used or provided in the Demised Premises installed by the Lessee or any other services rendered or to be rendered or any other ground whatsoever and such claims or objections, if any, shall on taking possession be deemed to have been waived by the Lessee, except for the quality concerns and safety hazards of structural foundation of the Demised Premises which cannot be revealed and discovered by the Lessee when taking possession of the Demised Premises.

8. **Property/ House Tax:** That property tax shall be solely borne by the Lessor only.
9. **Definition of Super Area:** The super area means and includes the full area of the space, outside walls, cupboards if any, column projections, balconies, galleries, sun-shades, inside partition walls, window sills, exclusive open terraces, lifts & and other spaces, half area of the column walls between the Demised Premises and other premises/ areas, the proportionate area under common services/ areas like electric sub-station, stand-by generator, firefighting equipment, building management systems, water tanks, shafts, machine rooms, lift, wells, security booths, BTS rooms, common corridors, open spaces, etc. It is clarified that areas under open terraces, lifts, and other spaces that are meant for exclusive use by the Lessee shall be treated as part of the Demised Premises for all purposes.
10. **Provision of Maintenance and Facilities:** The Lessee shall be required to execute a separate maintenance agreement simultaneously with this Lease Deed with a nominated maintenance agency by the Lessor i.e. presently **Enviro Integrated Facility Services Private Limited** for:
 - a) Provision of electricity with a peak load of 13 KW;
 - b) Provision of adequate air-conditioning; (a heating System is not provided in the complex)
 - c) Provision of adequate unfiltered water;
 - d) Provision of 100% Power Back Up (including that for air conditioning);
 - e) Provision of HT voltage Stabilizer on board Power Supply;

The Lessor through its maintenance agency will provide the following maintenance facilities for common areas/ spaces/ equipment of the building which facilities will be shared by the Lessee with other tenants/ occupants of the building:

- f) Cleaning and lighting of passages, staircases, toilets, and lifts;
- g) Decoration and cleaning of interior and exterior common surfaces of the building;
- h) Maintenance of lifts, pumps, tube well, booster pumps, generators, water treatment plant, overhead tanks, cooling towers, chiller plant, security and fire protection systems, electrical sub-station and electrical equipment, exhaust fans, water softening plants, transformers, CCTV, HVAC system, etc.

Above facilities will be provided by the Lessor to the Lessee subject to timely payment of rent/electricity/ energy and water bills and Monthly Maintenance Charges by the Lessee to the Lessor / Maintenance Company. The Lessee also agrees to pay to the Lessor / Maintenance Company, without demur or delay, its undisputed proportionate share in any unforeseen charges and outgoings incurred by them and not mentioned in this Lease Deed within 7 days from receipt of such bills, failing which and not paid within 15 (fifteen) days

	
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after the due date the Lessor shall charge the Lessee interest of 18% p.a. The demand so raised by the Lessor/ Maintenance Company shall be reasonable and final with proper documentary proofs.

Subject to the terms and conditions of the Lease Deed, the Lessee shall have unlimited access to the Demised Premises 24 hours per day and 7 days per week

- 11. Fire-Fighting & Detection Systems:** THAT firefighting and fire detection systems have been installed by the Lessor/ in the common areas of said building in accordance with the relevant statutory/regulatory provisions applicable. However, the Lessee will provide and install fire sprinklers/ smoke detectors as per the NBC norms in the Demised Premises. If due to any subsequent Legislation, Govt. Orders, Directives, Notifications, or Guidelines or due to any amendment in the National Building Code additional new fire safety measures are required to be undertaken within the Said building, then, the Lessor will comply with the same. The Lessee shall be responsible for all acts of negligence or willful lapse on its part in not installing fire-fighting systems within the Demised Premises or any fire, electrical, or any other hazard originating from the Demised Premises, and the Lessee agrees and undertakes, on its own or through the insurance cover (including third party insurance) obtained by it, to keep the Lessor and other occupants of the said Building/ said Complex indemnified and harmless in this regard.
- 12. Payment of Lease-Rentals/ Other Dues:** THAT the Lessee shall pay to the Lessor by NEFT/RTGS / Cheque / Bank Demand Draft payable at Gurugram/ New Delhi the rent and all other sums payable under this Lease Deed without any cuts or deductions by the 7th day of every month in advance for the months upon receipt of applicable GST compliant invoice issued by Lessor in respect of which such sums are payable but after deduction of TDS as applicable from time to time. The Lessee shall be additionally liable to pay GST on the Lease Rent and other agreed charges pursuant to the Lease Deed payable by the Lessee. The Lessor shall issue invoices with the correct GST Number as designated by the Lessee, which would entitle the Lessee to claim Input Tax Credit. In the case of any change in the Lessee's GST details, the Lessor shall issue the invoices with the revised GST Number to the Lessee upon the Lessee's request. Should any said credit be denied due to demonstrated non-compliance on the part of the Lessor, the Lessee shall be entitled to make GST amount deductions for the payment for which the Lessee is not able to avail GST credit.
- 13. Parking Facility at Owners' Risk:** THAT the use of car/ scooter parking spaces in the basement(s) / overground shall be at the Lessee's own risk and responsibility and shall be only between 8 a.m. to 7 p.m. However, the Lessee will be entitled for overnight parking of cars at no extra cost at its own risk and responsibility but it will inform in writing to the Security Supervisor / Incharge in advance about such parking.
- 14. Maintenance of Demised Premises:** THAT the Lessee shall carry out day-to-day maintenance of the Demised Premises including the fixtures and fittings installed therein. The day-to-day maintenance, and minor repairs, including painting, distempering, and polishing of the interior surfaces of the Demised Premises shall be done by the Lessee at its own cost. Lessee is responsible for all electric wiring, sprinklers/fire detection systems, ducts/accessories for air conditioning, etc. within the said Demised Premises which shall be installed by the Lessee at his own cost and expense. The Lessee shall be responsible for all acts or omissions



and commissions within the said Demised Premises and will take all precautions to prevent any hazards. If, however, in the event the Lessee does not provide for the abovementioned equipment in the Demised Premises, leading to damage of any sort to the façade of the Building/Complex, the Lessor shall have the right to charge the cost of such clean-up from the Lessee. Further, the Lessee shall keep the Demised Premises clean, tidy, healthy, wind and water-tight in all seasons during the period of the Lease. The Lessee shall keep the Demised Premises in the same good condition, state, and order in which it has been handed over to it by the Lessor and shall abide by all laws, bye-laws, rules, and regulations of the government/local bodies, and other authorities as well that of the maintenance company and shall attend to, answer and be responsible for all deviations, notations or breaches of the said laws and shall perform all the terms contained in this Lease Deed.

- 15. Entry in the Demised 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 / on telephone to that effect, to enter into the Demised Premises for the purpose of inspection or for any other purposes connected with the lease of the Demised Premises. This entrance and inspection shall not cause nuisance, annoyance, hindrance, obstruction, or disturbance in any manner whatsoever to the Lessee. However, such prior notice shall not be applicable in emergency situations, but the Lessor shall notify the Lessee of such entrance in due course when available.

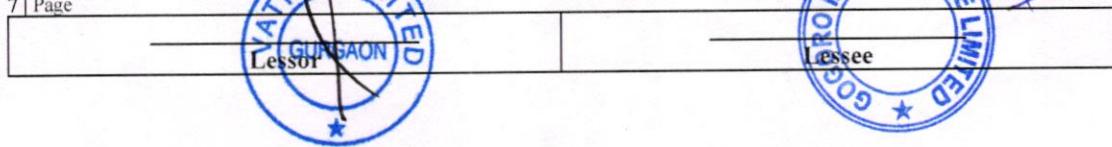
16. Handing Over of Possession on Expiry/ Determination/Termination of Lease:

- 16.1 Upon expiry or earlier termination of the present Lease Deed, the Lessee shall be allowed to vacate the premises and remove its belongings from the Demised Premises subject to paying all rentals, maintenance charges, and other dues w.r.t to the Demised Premises up to date of vacation of the Demised Premises. The Lessee shall obtain the clearance of dues from the Lessor/Maintenance Agency before the movement of any fit-outs from the Demised Premises. After clearance of dues, the Lessee shall obtain a gate pass for the removal of his belongings from the Maintenance Agency. In case any dues are pending against the Lessee, he shall not be able to obtain the clearance and thus the gate pass rendering his belongings non-retrievable till clearance of his outstanding dues.
- 16.2 THAT the Lessee shall hand the vacant peaceful possession of the Demised Premises (along with furniture and fixtures installed by Lessor, if applicable) in good and original condition in which it has been handed over to it by the Lessor within 30 (thirty) days after the expiry or earlier termination/determination of the lease without demur. The Lessee shall ensure that there is no damage to the walls, floors or ceiling or other parts of the interiors of the Demised Premises or the building (reasonable wear and tear excepted).
- 16.3 If the Lessee fails to pay the dues or take clearance as aforesaid or hand over vacant peaceful possession of the Demised Premises on the date of expiry or the last day of the lease or its earlier determination/termination, the Lessee agrees to be liable 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 and as deemed fit and proper by the Lessor. Moreover, for the



remaining unpaid dues the Lessee agrees and acknowledges that a charge/lien in favor of the Lessor is created on the moveable assets of the Lessee including fit-outs, furniture, electronics, ACs, Monitors, Computers, laptop switches, etc in favor of the Lessor. The Lessor is also empowered to take possession, alienate, or dispose of the asset/material of the Lessee in order to recover all its dues under the Lease towards the Lessor and the maintenance agency. In such an event the Lessee shall hold the Lessor harmless and indemnified of all its claims on account of any loss, damage, etc.

- 17. Use of the Demised Premises:** THAT the Lessee undertakes to use the Demised Premises for **testing facility or office purposes only**, and the Lessee shall alone be responsible for all permissions and approvals required for running its business/office/center in the Demised Premises. The Lessee shall not 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, hindrance, obstruction, or disturbance in any manner whatsoever to other tenants/occupants of the building/complex 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/complex or any part thereof or in any manner interfere with the use of common areas. Lessee confirms that it understands that the Lessor is obliged to facilitate the harmonious and amiable utilization of the said complex by all its tenants/occupants and accordingly, it (the Lessee) gives an absolute right to the Lessor to without notice remove /shift /clear such unauthorized or disagreed obstruction/ material/goods from the said common areas without giving any prior notice, if and when found lying therein and further agrees that such removal/ shifting /clearance by the Lessor shall be at the risk and cost of the Lessee. Notwithstanding the aforesaid, the usage of the Demised Premises for testing facility or office use shall be unrestricted and uninterrupted and shall be made available at all times of day and night to the Lessee, its employees, servants, representatives, customers, visitors, and invitees subject to fulfillment of the security needs of the building and its occupants and subject to the Lessee performing all its obligations under this Lease Deed. The Lessee hereby indemnifies and holds harmless the Lessor for any use of the Demised Premises in contravention of the stipulations contained in this Lease Deed and rules and regulations of such municipal or local body or government/authority.
- 18. Use of Roof & Stair Cases:** 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 which shall be utilized by the Lessor as best considered by it. However, the Lessor may permit the Lessee, in the Lessor's sole discretion, to install its TV antenna, etc. Likewise, the staircases are meant for ingress/ egress from/ to the Demised Premises. The Lessee shall not object to any movement of goods etc. by the Lessor/ Maintenance Company through the stair-cases. It is made abundantly clear that the Lessee shall have no claim, right, title, or interest of any nature whatsoever over or in respect of all or any open space, lobbies, atrium, stair-cases, lifts, terraces, roofs, basements, parapets, external facia / façade, other common and/ or usable areas, etc. which shall remain the property of the Lessor. The Lessor in its sole discretion shall be entitled to lease/ sell or allow exclusive use of any such area/ portion to any person or entity. Also, the Lessor shall be entitled to use the said spaces for all purposes and in any manner it may deem fit.
- 19. Display of Signage:** THAT the Lessee will be entitled to display the name of its office only at the space and place to be decided by the Lessor.



- 20. Prohibition of Change of Use / Sub-letting / Parting with Possession:** THAT the Lessee shall use the Demised Premises only for its own testing facility and office and for its subsidiaries and affiliated sister concerns in which the Lessee has its controlling interest and has at least one common director or which is under common control with the Lessee. The intimation of such use by the above-mentioned parties shall be the responsibility of the Lessee, to the Lessor and the maintenance agency. 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, unless so permitted by the Lessor in writing and upon such revised terms and conditions as may be imposed by the Lessor. 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.
- 21. 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.
- 22. Insurance of the Building & the Premises:** The Lessor will maintain at its own cost a comprehensive Insurance policy in compliance with applicable laws or regulations, insuring only the main building against fire, and natural calamities like earthquakes, floods, storms, riots etc. The Lessee at the sole discretion may insure the interior office space of the Demised Premises at its own cost and the Lessor will be in no way responsible or liable for any loss or damage to furniture, fixtures, or equipment of the Lessee due to any reason whatsoever
- 23. Air - Conditioning Facility:** THAT the Lessor shall install a continuous, adequate and proper air conditioning system and shall maintain the same in good order and condition and shall operate and run the same to ensure adequate air-conditioning facility to the premises under lease subject to timely payment of Monthly Maintenance Charges, electricity/ power (including power consumed on air-conditioning as per common or separate meters) and water bills and other dues by the Lessee. However, the Lessee shall provide and install AC ducts including accessories inside the Demised Premises for which main AC duct connection will be provided.
- 24. 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 access points and at the sole discretion of the Lessor/ Maintenance Company. Charges for such enhanced load shall be **Rs 10,000 per KW** 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, plumbing, and civil work done by the Lessee itself within the Demised Premises to enable the maintenance company effectively deal with emergency fault/ breakdown in the said systems.
- 25. Maintenance and Operation of Lifts:** THAT the Lessor through its maintenance agency shall maintain the lifts in the building serving the Demised Premises and operate and run the same during the normal office hours as specified above (i.e., 8:00 AM to 7:00 PM) on all weekdays except on Sundays and public holidays (as per Haryana Govt. Shop and Establishment Act/

 VATIKA LIMITED GURGAON Lessor	 INDIA PRIVATE LIMITED Gurgaon Lessee
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Rules) only for the purpose of ingress and egress from the Demised Premises. However, one lift would be operational round the clock for 24 hours.

26. Provision of Extra facility: THAT the Lessor has made provision of basic facilities as contained in this Lease Deed. However, if any extra facility e.g., earth pit, telephone cable, or any other civil or electrical work is sought by the Lessee in writing, the same can be provided depending on the practical possibility and access at the sole discretion of the Lessor/Maintenance Company subject to the payment of cost by the Lessee.

27. 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 (If applicable). The Lessee shall get the fit-out drawings approved by the Lessor before the commencement of the fit-outs.

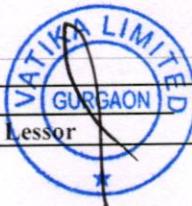
28. Indemnity by the Lessor: THAT the Lessor shall indemnify and hold harmless the Lessee at all times against and in respect of all losses, damage, claims, liabilities, costs, and expenses which the Lessee may suffer or incur in connection with any of the following:

- a) Any negligence and misconduct leading to breach of any of the representations, warranties, covenants, and obligations the Lessor has set forth in this Lease Deed.
- b) Charges or encumbrances created or existing on the Demised Premises sought to be enforced against the Lessee after execution of this Lease Deed.
- c) For any loss, damage, fine, penalty or expenses incurred by the Lessee due to any violation of municipal building bye-laws or any regulations by the Lessor in the construction of the Demised Premises.

Indemnity by the Lessee: THAT the Lessee shall indemnify and hold harmless the Lessor at all times against and in respect of all losses, damage, claims, liabilities, costs, and expenses which the Lessor may suffer or incur in connection with any negligence and misconduct leading to a breach of any of the representations, warranties, covenants, and obligations the Lessee as set forth in this Lease Deed 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 the lease due to the reasons attributable to the Lessee.

Nothing contained in any other clause in this Lease Deed or any reference to any losses, damages, claims, liabilities, costs, expenses, etc., shall include incidental, consequential, penal, exemplary, or like damages, or any direct or indirect loss of profits or any claims for loss of opportunity or any action in tort even if advised of the possibility of such claims.

29. Representation, Warranties, and Covenant by the Lessee: THAT the Lessee hereby represent, warrant, and covenants that the Lessee and/ or its representatives, agents, employees, or anybody else claiming possession of the Demised Premises through it:

 Lessor	 Lessee
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- 29.1. shall observe, perform, and abide by or otherwise comply with all rules, regulations, and bye-laws for the time being in so far as the same are mandatory and applicable to the Lessee and other occupants of premises in the said Building or the Demised Premises including, but not limited to, the rules, regulations, and bye-laws of the society, condominium, company or other association and its managing committee, when formed. The Lessee shall also ensure that at all times it abides by all rules, regulations, and laws including Fire Regulations for the Demised Premises as applicable from time to time.
- 29.2. shall be responsible to take adequate care of all its furniture, fixtures, appliances, equipment and other belongings and records in the Demised Premises and if it so deems fit, insure the same against such risks as the Lessee may deem appropriate.
- 29.3. shall be responsible for ensuring proper conduct by its employees, servants, agents, workmen, party/s acting under or through them and visitors in the Demised Premises consistent with this Lease Deed.
- 29.4. shall not decorate the exterior of the Demised Premises otherwise than in the manner agreed in writing by the Lessor.
- 29.5. 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/ complex.
- 29.6. 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 on the external/ outer walls, façade of the Demised Premises or at any other place in the building/ complex.
- 29.7. Shall not change or permit change of the color 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 premises or the building/ complex.
- 29.8. Shall not violate any term of this Lease Deed. In case any such violation is noticed by the Lessor, then, in that case, the Lessee shall rectify the violation within the agreed period and, on its failure, to do so shall call for a determination/termination 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.
- 29.9. Shall pay all GST and any other similar taxes whether in the nature of value added tax now levied or imposed or which may hereinafter be levied or imposed in relation to grant of Lease hereunder of the Demised Premises [including in relation to payments to be borne by the Lessee hereunder] and all increases thereto, if any, during the Term shall also be borne and paid by the Lessee alone. It is agreed and understood that income tax or TDS on the Rent received by the Lessor shall be paid by the Lessor alone.
- 29.10. The Lessor shall not be held responsible for any theft from or loss or damage to or destruction of any property of the Lessee in the Demised Premises or for any bodily

	
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harm or injury to any person in the Demised Premises due to any reason whatsoever, or due to any natural or unnatural calamities whatsoever except due to reasons directly attributable to the Lessor. The Lessee shall not make any alterations or additions including installing sanitary fittings in the Demised Premises, without the previous consent in writing of the Lessor, which consent shall not be unreasonably withheld by the Lessor. The Lessor shall be entitled to recover any restoration costs from the Lessee for alterations or additions, without the previous consent in writing of the Lessor. The costs for obtaining statutory permission for alterations or additions including installing sanitary fittings in the Demised Premises would be borne by the Lessee.

29.11. shall carry out and conduct their business activities and operations in the Demised Premises in accordance with the Intended Use provided hereunder, the applicable laws of State and Central Government, and in compliance with the provisions of this Lease Deed and Maintenance Agreement (defined hereinabove).

29.12. shall ensure timely payments of Lease Rent, Security Deposit (IFRSD), and any other payments under this Lease Deed and under the Maintenance Agreement (defined hereinabove). Timely payments under this Lease Deed and the Maintenance Agreement shall be the essence of this Lease Deed and will constitute the due and effectual discharge of the Lessee's obligations under this Lease Deed

29.13. shall not create any lien on the Demised Premises

29.14. shall obtain all its business-related approvals, licenses, permissions, and no-objections from the relevant statutory authorities at its own cost during the Lease Term.

30. Representation, Warranties, and Covenant by the Lessor: THAT the Lessor hereby represent, warrant, and covenants that the Lessor and/ or its representatives, agents, and employees claiming possession of the Demised Premises through it:

30.1. That the Lessor has the full right and authority to execute this Lease Deed and to grant the lease of the Demised Premises and shall ensure that the Lessee, upon payment of rent and performance of the covenants herein contained, shall peacefully hold, possess and enjoy the Demised Premises during the full lease term and any extensions or renewals thereof, without any interruption, disturbance, claims or demands whatsoever by the Lessor, owner or any other person(s) claiming through, under or on behalf of the Lessor or otherwise.

30.2. That the Lessor shall not do or permit to be done any act whereby the rights of the Lessee to use and occupy the Demised Premises as Lessee in terms of this Lease Deed are adversely or prejudicially affected, impaired, or extinguished in any manner whatsoever.

30.3. That upon the Lessee paying the rent and observing and performing all the terms and conditions of this Lease Deed on its part to be observed and performed, Lessee shall be entitled to be in possession of the Demised Premises as Lessee thereof for the purpose of carrying on its business, without any let, hindrance, interruption, eviction,



Lessor



Lessee

claim or demand, whatsoever from the Lessor or any person or persons claiming by, from, though, under or in trust for the Lessor or otherwise during the Term.

- 30.4. That subject to the terms and conditions of the Lease Deed, the Lessee shall have unlimited and unrestricted access to the Demised Premises 24 hours per day and 7 days per week, 365 days a year (except National holidays as mentioned and any other such day as declared so by the authorities to which the Lessor has no control).
 - 30.5. That the Lessor shall observe, perform and abide by or otherwise comply with all rules, regulations, and bye-laws for the time being in so far as the same are applicable to the Lessor. The Lessor shall also ensure that at all times it abides by all rules, regulations, and laws including Fire Regulations and construction laws for the building/ complex as applicable from time to time, and shall hand over the Demised Premises (including its structural foundation) without any quality concerns and safety hazards and without violations of any applicable regulations.
 - 30.6. That the Lessor shall not violate any term of this Lease Deed. In case any such violation is noticed by the Lessee, then, in that case, the Lessee shall inform the lessor in written and the lessor shall rectify the violation within 45(Forty-Five) days and, on its failure, to do so shall call for a determination/termination of the lease by the Lessee without termination fee, penalties or any financial obligation on Lessee in connection with the termination and the Lessor shall also be liable for all expenses, losses and damages incurred by the Lessee therein. The Lessee may terminate the Lease Deed without termination fee, penalties or any financial obligation on Lessee in connection with the termination if the Lessor is declared bankrupt, is wound up or put under receivership.
31. **Functioning of AC System and Lifts:** THAT if at any time during the occupation by the Lessee of the Demised Premises, the lifts or the air conditioning system or the power backup system fails to function adequately, the Lessee will be entitled to call upon nominated maintenance agency to rectify the system within the shortest possible time depending upon the nature and extent of repairs required.
32. **Termination of the Lease and the Lock-in Period:** THAT the Lessee shall not have the right to terminate this Lease Deed hereby granted and to vacate the Demised Premises until the expiry of **30(Thirty) months** from the Lease Commencement Date. Thereafter, the Lessee may issue the termination notice and terminate this Lease Deed by giving **3(Three)** months' notice or rent and maintenance charges in lieu thereof. The Lessee hereby agrees and undertakes that in case it terminates this Lease Deed before the expiry of the lock-in period and notice period or the Lease is terminated by the Lessor for the breach committed by the Lessee, then the Lessee agrees to be liable to pay and hereby authorizes the Lessor to claim the entire rent, monthly maintenance for the remaining unexpired period out of the lock-in period and notice period from the Lessee and to adjust the same from any deposits of the Lessee lying with the Lessor at that point of time.
33. **Termination by Lessor:** The Lessor has the right to terminate the Lease Deed during the Lease Term of any renewals thereof on account of:
a) Non-performance of its covenants by the Lessee as detailed in **Clause 29** herein before and on the Lessee's failure to rectify the non-performance within the agreed period.



Kanchan

- b) Delayed or non-payment of rentals and other dues as per **Clause-35**
- c) Sub-Leasing/Assignment of Demised Premises by the Lessee without the Lessor's approval.
- d) Illegal Occupation of the Demised Premises or use of the Demised Premises in contradiction to **Clause 16.3**

The Lessor shall have an immediate right to terminate the Lease Deed in (a), (c), and (d) by intimation to the Lessee. In the case of clause (b), the right to termination will be as per **Clause 35** of this Lease Deed.

34. Consequences of Expiry or Termination of the Lease: Simultaneously with the expiry of the Term or on sooner determination/termination of the Lease on the occurrence of Event of Default under the provisions hereof:

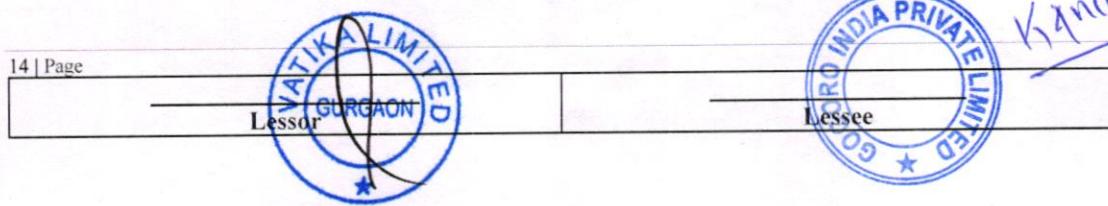
- 34.1. The Lessee shall pay all arrears, if any, of all unpaid Rent and other payments and charges payable by the Lessee hereunder;
- 34.2. The Lessee shall forthwith vacate the Demised Premises and remove all its movable articles, belongings, and things from the Demised Premises and shall ensure that the officers, employees, and servants of the Lessee remove himself/herself/themselves and his/her/ their articles, belongings and things from the Demised Premises and the Lessee shall hand over to the Lessor vacant, exclusive and peaceful possession of the Demised Premises in good repair and tenantable condition (reasonable wear and tear excepted), actual condition of Demised Premises. In case of any damage to the Demised Premises to any permanent fixture or fitting therein provided by the Lessor, the Lessee shall be obliged, at its cost, to repair any such damage and restore the Demised Premises to a state of good repair and tenantable condition.
- 34.3. The Lessee shall pay all the damages, as calculated by the Lessor on actuals, for any physical damage to the Demised Premises and/or the common areas.
- 34.4. Without prejudice to the rights of the Lessor, the Lessee shall bear the costs incurred by the Lessor in employing an advocate or any other services for the forceful eviction of the Lessee with due process of Law.

35. Default in Payments by the Lessee: THAT in case of delay in payment of Lease Rental and other dues by the Lessee after the 7th day of each month and such Lease Rental and other dues remaining unpaid within 15 (fifteen) days after the due date, it shall be liable to pay penal interest @ 18% p.a. on the sum(s) due for the period of such delay to the Lessor. However, if any amount payable by the Lessee to the Lessor by way of rent or any other charges or dues under this Lease Deed or Maintenance Agreement shall be in arrears and unpaid for a period of 30 (thirty) days after the due date have become due and payable then it shall invite immediate disconnection of electricity. The Lessor shall be entitled and be empowered to terminate 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 and the Lessee shall vacate the Demised Premises after giving a final notice of additional 30 (thirty) days. The Lease Deed in such an event shall be treated as terminated and having come to an end at the instance of the Lessee and all unadjusted security deposits lying with the Lessor shall become liable for adjustment against the amounts payable by the Lessee. If this happens within the lock-in

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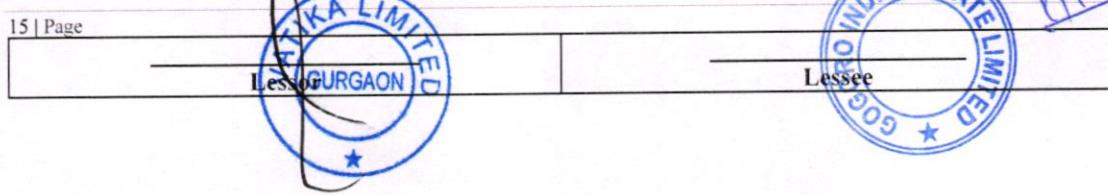
period, then the Lessee shall also be liable to pay the Lease rental and maintenance charges for the unexpired portion of the lock-in period and Notice Period as well along with other outstanding dues as described hereinabove.

36. **Abandonment:** In case the lessee doesn't pay the lease rent for a continuous period of 2 months and doesn't respond to the emails or other communications sent by the Lessor at the last known email and contact address of the Lessee, then, in that case, the Lease Deed should stand terminated at the instance of the Lessor and the Lessor thereafter may enter the Demised Premises, remove the asset/material of the Lessee and take physical possession of the Demised Premises. The Lessor is further empowered to dispose of such movable material of the Lessee from the Demised Premises as per Clause 16.3.
37. **Confidentiality and Non-Disclosure:** Either party acknowledges and agrees that the terms of this Lease are confidential and the non-public information provided or disclosed by the other party constitutes proprietary information of the other party. Accordingly, either party agrees that it, and its partners, officers, directors, employees, agents, and attorneys, shall not intentionally and voluntarily disclose the terms and conditions of this Lease and any other non-public information provided or disclosed by the other party to any third party whosoever other than to its affiliates or to its employees on a need-to-know basis who are under the same burden of confidentiality provided herein, either directly or indirectly, without the prior written consent of the disclosing party, provided. However, the receiving party may disclose the terms to any State Investigating Agency, Revenue, and Tax Authorities, Judicial bodies, etc. only where the receiving party is compelled to do so under any court order, inquiry, investigation, etc. under any notice or order from such Government bodies, State Departments and Authorities and that the receiving party will promptly notify the disclosing party of such request(s) before such disclosure is made so that the disclosing party may seek an appropriate protective order.
38. **Notice Period:** THAT except for the lock-in period, the Lessee may terminate the Lease by giving 3 (Three) months' notice in writing duly served upon the Lessor or by payment of rent and all other charges and dues including monthly maintenance charges stipulated in this Lease Deed in lieu of the notice period. Upon the expiry of 3(Three) months 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 after termination and thereafter the Lessor will refund any outstanding deposits to the Lessee.
39. **Force- Majeure:** THAT in the event of Force Majeure i.e., if the Demised Premises or any part thereof be destroyed or damaged by fire, earthquake, tempest, flood, lightning, violence or any army or mob or enemies of the country or by any other irresistible force so as to render the Demised Premises unfit for the purpose of occupation of the Lessee, the Lessee shall notify to the Lessor of the same and request for repair/rectification of the damage. The Lessor shall rectify all minor damages within 30 days and major repairs at the earliest depending upon the nature and extent of repairs required but in no case later than 6 months on receiving such notice. The Lessee may however be asked temporarily to vacate the whole or such portion of the Demised Premises as may be required to enable the Lessor to carry out repairs in order to restore the Demised Premises, and in such case, the Lessee shall be entitled to adjust the lease rental and any other charges proportionately due to vacation from the whole or such portion of the Demised Premises. If the Lessor is unable to rectify/repair the defects caused by the force majeure within the stipulated time, the Lessee will have the right to carry out the same



and deduct the expenses of such repairs from the rental, or to terminate the lease after giving one month's notice and all unadjusted advances/deposits etc. shall become refundable to the Lessee by the Lessor immediately after peaceful vacant possession of the premises is handed back to the Lessor. It is agreed between the Parties that such termination of the Lease Agreement shall not be construed to be on account of default on the part of the Lessor or Lessee and accordingly the Lessor or Lessee shall not be entitled to claim any compensation for such termination of this Lease Deed. If during the term hereby created, due to the reasons not attributable to the Lessor 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, the Lessee shall be entitled to make its own individual claim for compensation.

- 40. 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.
- 41. Sale of the Demised Premises:** THAT 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 and that such sale shall not affect the rights and obligations of the Lessee granted under the lease during the lease period. The Lessee shall execute the attornment documents, as required by the Lessor without any demur or objection. However, in such case, the terms of this Lease Deed will remain the same. Further, the Lessor shall intimate to the Lessee in writing about the details of the new Lessor and rent transfer date post-execution and registration of the Conveyance Deed, if attornment is required by the new owner. Maintenance of the building/complex will however be continued to be done by the maintenance company/Agency nominated by the Lessor and monthly maintenance charges and other charges shall continue to be paid by the Lessee to the said new Lessor/ said maintenance company.
- 42. Right of further construction:** THAT the Lessee hereby unequivocally agrees and consents that the Lessor shall have the sole right to the complete exclusion of the Lessee, to make additions or alterations in or over or about or to the block and/ or the Building/ Complex except for the Demised Premises and/ or to raise additional story's and/ or to raise additional and further constructions and structures and/ or construct additional area in or over or about the block and/ or the complex including any open areas and/ or terraces and roofs any time or from time to time whether during the course of construction and completion of the proposed complex and/ or any time thereafter; provided, however, that such construction shall not affect the rights of the Lessee granted under the lease of the Demised Premises during the lease period. All such additional areas built/ constructed becoming available, shall be the sole and exclusive property of the Lessor and the Lessor shall be fully entitled to deal with or dispose of the same in any manner whatsoever the Lessor may at its sole discretion consider fit and proper and the Lessee shall not be entitled to interfere or raise any objection whatsoever in respect of the same. For the avoidance of doubt, the Lessor shall not make any additions or alterations in or over or to the Demised Premises without the prior written consent of the Lessee.
- 43. Uses of the Complex/ Building:** THAT it is hereby expressly agreed that the Lessor shall be entitled to lease/ sell any other space or premises in the said Complex/ Building for Banks,



Restaurants, Dispensaries, Shops, Stalls or any other user in its sole discretion and as may be permitted by the authorities concerned and the Lessee shall not object to the use of the said spaces/ premises for the same by the respective buyers/ lessees thereof.

- 44. Changes/ Modifications:** THAT this Lease Deed constitutes the entire agreement between the parties and revokes and supersedes all previous discussions/correspondence and agreements, between the parties, if any, concerning the matters covered herein whether written, oral, or implied (including Letter of Intent made between the parties on this 19th Day of July 2023). This Lease Deed shall not be changed or modified except by written amendment duly agreed by the parties.
- 45. Registered Address:** THAT in case the Lessee incorporates/registers a company in India by furnishing the address of the Demised Premises as per this Lease Deed, or uses the address of the Demised Premises as registered office/place of business with prior written permission of the Lessor, the Lessee agrees that he/she/it shall change the address of its registered office/place of business on the expiry or earlier termination of this Lease Deed and furnish the proof of such change of address to the Lessor. The Lessee shall indemnify and hold harmless the Lessor at all times against and in respect of all claims, penalties, orders, losses, liabilities, costs, and expenses suffered or incurred by the Lessor due to such use of the address of the Demised Premises. The Lessor shall have the right to defend itself against all disputes arising out of the use of the address of the Demised Premises by the Lessee, to the cost of which shall be borne by the Lessee.
- 46. Retention of the Original of the Lease-Deed:** THAT two copies of this Lease Deed have been executed in original and both the Lessor and the Lessee shall retain one copy each. However, the original registered Lease shall be retained by the Lessor.
- 47. Unforeseen Circumstances/ Eventualities:** THAT both parties shall not be held responsible for any consequences or liabilities under this Lease Deed if it is prevented from performing its obligations under the terms thereof by reason of restrictive government laws or regulations, riots, insurrection, war, terrorist action, acts of God, etc. It is made clear that this Lease Deed is subject to provisions of various acts, rules, regulations, laws, bye-laws, guidelines, and instructions of various authorities concerned and contained in various acts applicable in the State of Haryana in general and Gurugram in particular. If due to any new legislation or direction or notification etc. or if any new terms and conditions are ever imposed by any authority or person which necessitates any change/ addition/ deletion of any term or condition contained in this Lease Deed, the same shall be done in the agreement between Lessor and the Lessee after the mutual discussion
- 48. 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.
- 49. 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 and sent by registered post/speed post. Similarly, any notice, letter or communication to the Lessee shall be deemed to be made, served or



Kanchan

communicated only if the same in writing is addressed to the above-mentioned address of the Lessee or to the address of the Demised Premises after the Lessee has shifted to the same by registered post/speed post.

Lessor

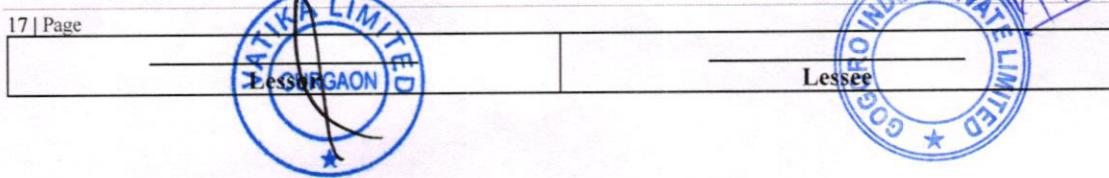
Attention: Ms. Ritu Gupta
Address: 4th Floor, Block A, INXT City Centre, Sector 83, NH 48, Gurugram
E-mail: ritugupta@vatikagroup.com

Lessee

Attention: Mr. Kanchan Kumar Singh
Address: Office-433, 4th Floor, Rectangle No.1
Commercial Complex D4, Saket, New Delhi 110017
E-mail: kanchan.singh@gogoro.com

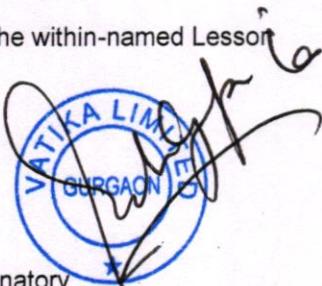
A Party shall notify the other Party of any change to its details in this Clause.

- 50. Jurisdiction of Courts etc:** THAT this Lease Deed and the rights and obligations of the parties under or arising out of this Lease Deed shall be construed and enforced in accordance with the laws of India. It is also agreed that the Courts at Gurugram shall have the exclusive jurisdiction to decide any dispute arising out of this Lease Deed.
- 51. Severability:** Should any clause or part of any clause within this Lease Deed be rendered void, illegal, invalid or unenforceable for any reason by any Court of law of competent jurisdiction, such provision shall be modified to the extent possible to make it enforceable in such circumstances and any other circumstances, and, whether or not such modification is possible, any such invalidity, illegality or unenforceability shall not render void or illegal or invalid or unenforceable any other clause or provision of a clause in this Lease Deed.
- 52. Survival:** The expiration or termination of this Lease shall not operate to waive, release or otherwise relieve any Party of any liability that has accrued prior to such termination or expiration. Notwithstanding anything to the contrary, the provisions of this Lease relating to confidentiality and non-disclosure, notices, governing law, dispute resolution and other covenants and obligations which by their nature are intended to survive, shall survive the termination or expiry of this Lease.



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
Vatika Ltd



Ms. Ritu Gupta
Through its Authorized signatory

Signed and Delivered by the within-named Lessee
Gogoro India Private Limited

Mr. Kanchan Kumar Singh
Through its Authorized signatory



WITNESSES:

1. _____

Mr. Abhay Haniram Purabat
c-2 Rowhouse, Kasliwal Suvarnayog
Post Garkheda, Tq. Dist. Aurangabad
Maharashtra - 431009

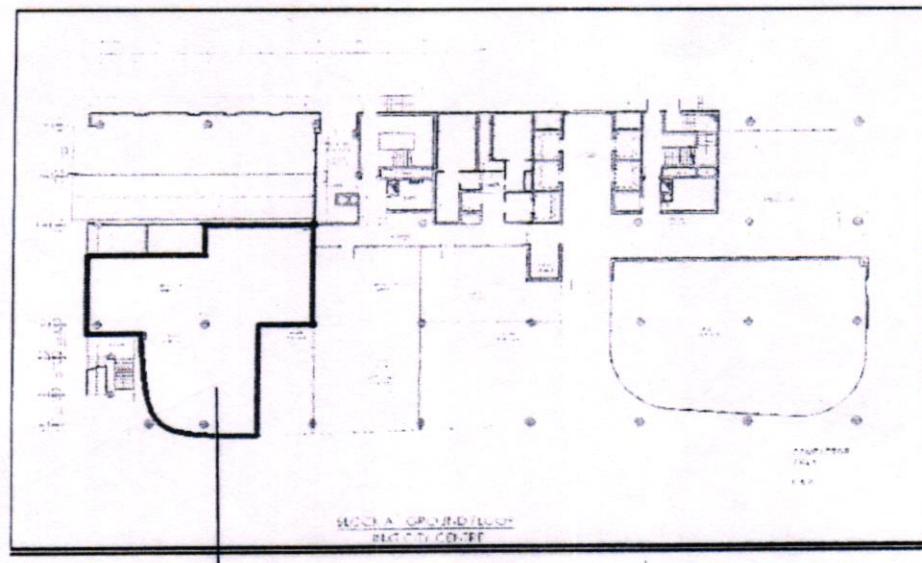
2. _____

SURENDER
Advocate
PH/5445/2019
District & Sessions Court, Gurugram

Drafted By
SURENDER
Advocate
PH/5445/2019
District & Sessions Court, Gurugram

Lessor	Lessee
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ANNEXURE-A
FLOOR PLAN



Offered Area

 Dlessor	 Lessee
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ANNEXURE-B

Guidelines for Fit-out Work

The below-given points you have to keep in mind during interior work:

In case of any emergency please call Client Service Cell No.-**08069191910**

Documentation formalities:

The following documents need to be submitted to the facility office prior to the execution of any interior fit-out work:

- i. Copy of the "LOI or lease deed" has to be submitted to the "enviro" facilities team.
- ii. Copy of "Position for fit out" certificate from "enviro" in case of premises belonging to M/s Vatika Ltd OR authority letter from property's owner in case of property belonging to investor need to be submitted with fit out drawing to VL design team.
- iii. Client has to submit an indemnity bond as per the format given before start of fit-out work.
- iv. No Labour will be allowed without ID Card. No movement of laborers in main lift lobby.
- v. List interior vendors along with their contact details, site supervisor/responsible person details and laborer details along with ID proof duly sign & seal by authorized person from either contractor or tenant would be submitted at "enviro" facilities office in advance.
- vi. One set of approved interior drawings you have to submit to Enviro before interior start.
- vii. Client has to submit completion certificate as per format give on the letterhead of the reputed consultant issuing the certificate.

Guidelines for fit out work:

- i. The Leased Premises where the Fit-outs/Decommissioning of fit out are under progress shall be visually cordoned off by erecting screens or temporary partition.
- ii. Interior work would be executed only after the approved drawings received from Vatika Limited design department.
- iii. No deviation allowed from approved drawings.
- iv. No hampering on façade/glass/lobby
- v. is accepted and if damage the same will rectified/repaired either by client or at his cost.
- vi. Working hours are from 0900Hrs. - 1800Hrs.
- vii. No noise producing interior work will be allowed during 0700Hrs. to 1900Hrs., such work shall be carried out on Sunday and national holidays.
- viii. All debris of malba produced during interior should be lifted from floor on daily basis no accumulation of such material allowed.
- ix. No unloading/storage of debris or any material allowed in the common area.
- x. All combustible material procured at site on daily consumable basis no storage of such material allowed (Paints, wood, packaging material, plastic etc.).
- xi. Electrical supply has to be taken from common tap off point at electrical shaft, client has to put their own energy meter as per specified detail share by "enviro" Tap Single Phase Meter will be connected for electricity.

 Lessor	 Lessee
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- xii. Water connection only allowed at the designed place. Storage drums and flexible pipe has to be arranged by the contractor for fit-out requirement, if any.
- xiii. No paint OR adhesive (such as SR-998) work, that produces excessive smell is strictly prohibited from Sunday evening to Saturday evening. - Such work is only allowed Saturday to Sunday (2000Hrs to 2000Hrs) OR on national holidays during that time only.
- xiv. Only service elevators will be given for labor as well as material movement. No loose/heavy/ sharp material is allowed inside the lift.
- xv. Workers, lightweight material, and machinery are only permitted through the service lift.
- xvi. No open wiring of open joints will be allowed for electricity use during interior, proper switch, socket, and plugs should be there, No wooden socket and bamboo ladders are STRICTLY PROHIBITED.
- xvii. Any damage & and misuse of Vatika/Enviro property would attract a penalty, fit out vendor or concern Client would be charged against damage.

Guidelines for Workers/Labour:

- i. All labors should carry designated ID card
- ii. Labour will not be allowed to roam here & there inside building premises. Labor is not permitted in common area.
- iii. No overnight stay at the site.
- iv. All the labour/workman shall use only the Service staircase or the Service elevator.
- v. The unnecessary gathering & noise is not permitted at common corridor & common area.
- vi. The workmen shall use only designated toilet facilities and/or use of driver's wash room is only permitted for labour.
- vii. Smoking /gutka /pan etc. are strictly prohibited.
- viii. Misbehave; teasing, antisocial behavior, fight/clash & other abnormal behavior/misconduct are strictly restricted. If someone found guilty then he/she would be banned entry to Premises.

Guidelines for Safeties:

- i. All safety measures should be taken during interior, no labour will be allowed without PPE
- ii. Safety shoes and helmets are compulsory for all people entry/ working inside fit out area.
- iii. Where ever people are suing platform for height, it should have railing.
- iv. PMC has to display safety signages in local language.

Guidelines for Welding Work:

- i. Welding works shall be carried out only between 0900Hrs to 1800Hrs only with hot work permit from the Maintenance Agency as and when required by the Lessee/User.
- ii. The sprinkler lines shall be installed and charged prior to installation of any other Services / works
- iii. Contractor shall ensure that at least one fire extinguisher is placed in visible location for every 4,000 sq. ft. of under execution areas. Sufficient fire extinguishers should be spread



- across fit out area and one dedicated fire point having min two sand buckets and three fire extinguishers (at least one CO₂ type).
- iv. No material of explosive nature like gas stove and hazardous in nature is allowed.
 - v. During HOT WORK appropriate fire extinguisher should be placed there.
 - vi. No LPG Cylinder will be allowed for any type of welding or brazing.
 - vii. All safety measures should be taken during welding work.
 - viii. For any hot work vendor has to take a "Hot work permit" from Maintenance Agency. All special permits, like work at height, and confined space are mandatory before the start of work.

General Guidelines:

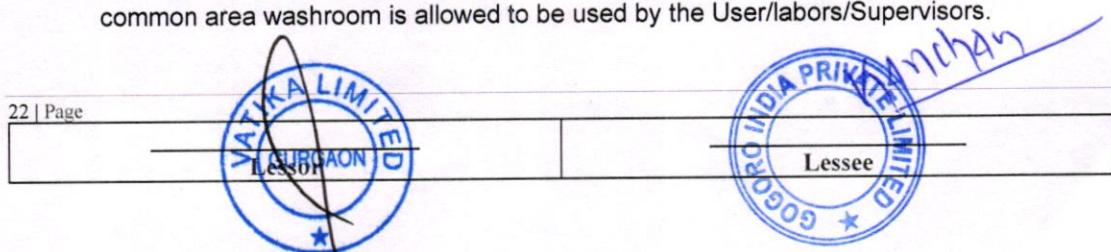
- i. Subsequent to the taking over of the possession, the Lessee/User shall be required to deposit directly or through its contractor an Interest-Free Refundable 'Fit-out Deposit' as follows, which shall be refunded after agreed-upon adjustments at the time of completion of the Fit-outs:
 - a. For spaces up to 15000 sq. ft. of Super Area - Rs. 25,000/-
 - b. For spaces between 15,000 - 50,000 sq. ft. of Super Area - Rs. 50,000/-
 - c. For space beyond 50,000 sq. ft. of Super Area -Rs. 1,00,000/-

Kindly note that all payments will be made payable to 'Enviro Integrated Facility Services Pvt Ltd.

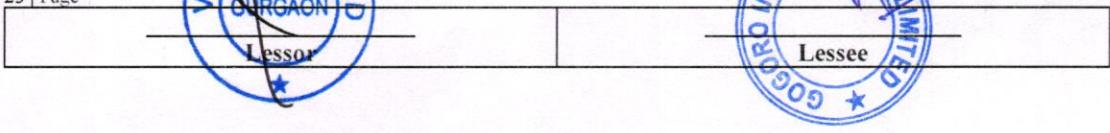
In the event of any damage\ breakage caused to any part of the building or its services, attributable to the negligence or non-adherence of good work principles by the contractor of the Lessee/User, the Maintenance Agency shall be entitled to claim an amount equivalent to the damage cost.

- ii. The Lessee/User & its contractor shall be required to pay the cost demanded by the Maintenance agency within a period of 5 working days of such demand. In the event the Lessee/User & its contractor fail to reimburse the cost of the damage during the specified time and fail to reimburse within the agreed extension of period, the Maintenance Agency may adjust the cost from the Fit-out Deposit.
- iii. During the course of fit-outs, the Lessee/User & its Contractor shall coordinate with the designated personnel of the Maintenance Agency for all routine matters pertaining to fit-outs.
- iv. The shift for fit-outs shall be considered as a period between 09:00 Hrs. to 18:00 Hrs. For buildings that are operational and have functioning offices, all high-noise works including drilling\ hammering\ and grinding may be conducted beyond the timing of the Normal Work Shift and on the weekends in order to avoid disturbance to functional offices.

However, the Maintenance Agency has agreed on a case-to-case basis to permit the Lessee/User to work in the night shift by enclosing the work area and the Lessee/User shall depute its own security guards in the premises. No material shifting shall take place during the night-time. No staying/cooking/sleeping is permissible during the night shift. No client common area washroom is allowed to be used by the User/labors/Supervisors.



- v. All civil materials Like Cement, Bricks Badarpur sand, Jamuna sand, POP powder are strictly not allowed in the lift. In case of unauthorized use & Spoiling/ Damaging the same has to be redone/repaired at own cost. Anything related to dust, smoke, water liquid, paint will lead faulty sensors in lift. For any theft/missing material "enviro" facilities will not be responsible, keep your security guard round the clock at site.
- vi. For any material out from Building only company /Client Gate Pass will be allowed no vendor gate pass will be entertained.
- vii. Lorry entry will be allowed only after 22:00 hrs.
- viii. No parking will be allowed for interior vendors, they all have to park their vehicle outside building.
- ix. Any damage to **Vatika's property** during interior work shall be borne by concerned company.
- x. Any wear and tear to civil structure of building during different services installation will be repaired by concerned client.
- xi. Temp emergency light is to be fixed inside for out area.
- xii. No light/electric point inside the temp storage area.
- xiii. Fire Exit door should not have any locking/latching arrangement.
- xiv. UPS/Server room/Electrical panel should have automatic fire suppression system.



ANNEXURE-C
COMMERCIAL-TERMS

S.NO	Term	Details		
1	Rental Per sq. ft. (Super-Area)	Year	Rental Per Sq. Ft.	Total Monthly Amount
		1 st Year	Rs. 55 per sq. Ft. (Plus GST)	Rs.2,35,950/- (Plus GST)
		2 nd Year	Rs. 65 Sq. Ft. (Plus GST)	Rs. 2,78,850/- (Plus GST)
		3 rd Year	Rs. 75 per sq. ft. (Plus GST)	Rs. 3,21,750/- (Plus GST)
2	Rental Security Deposit	3 Months of Monthly Rental i.e., Rs.8,36,550/-		
3	Lease Commencement Date	1 st November 2023		
4	Rent Commencement Date	1 st February 2024		
5	Lease Term	3+3+3		
6	Escalation	15% After every 3 Years over the rental, maintenance charges and security deposits		
7	Property Tax	To be Borne by the Lessor		
8	Stamp Duty Charges	To be borne equally by the Lessor and Lessee		
9	Lock-In Period	30 (Thirty) Months from the lease commencement date.		
10	Notice Period	3(Three) Months after the Lock Period		



ANNEXURE D

BILLING INFORMATION

Billing Address	Office 433, 4th Floor, Rectangle No. 1, Commercial Complex, D4, Saket, New Delhi 110017		
GST No.	06AAKCG0290 P1Z7		
PAN No.	AAKCG0290P		
Preferred Mode of Payment (Client)- Tick	Cheque:	RTGS: ✓	
Concerned Person (Accounts/Admin)- Level 2	Name: Vishal Kaushik	Contact No. 9818316688	Email: Vishal.kaushik@gogoro.com
Concerned Person (Accounts/Admin)- Level 1			



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