



Registration and Stamp Department

Madhya Pradesh

Registration Certificate

Registration Details

E-Registration Number	MPO59712024A11244301
Registration Date	16/10/2024
Date of Printing e-Registration Certificate	18/10/2024
Market Value of Property (If Applicable)	55315680
Consideration / Secured / Premium Amount (Rs.)	2321900
Registration Fee (Rs.)	41487
Total Stamp Duty (Rs.)	55316
SR Name	SHILPA KAWRETI
SRO Name	SUB REGISTRAR OFFICE BHOPAL 3

Lessor-Self

Organisation Name RAJ EVENTS AND ENTERTAINMENT PRIVATE LIMITED
Authorized Person's Name Mr Sanjay Mehta
Address Plot No. 21, 3rd Floor, Zone D II, M.P. Nagar, BHOPAL, Madhya Pradesh, INDIA

Lessee-Self

Organisation Name TECHNOTASK BUSINESS SOLUTIONS PRIVATE LIMITED
Authorized Person's Name Mr Yogesh Sharma
Address Third & Fourth Floor Ganesh Galaxy City Commercial Complex, Main Ayodhya Bypass Road, Near Ayodhya Sq Bhopal, BHOPAL, Madhya Pradesh, INDIA

Digitally signed by KAWRETI

SHILPA

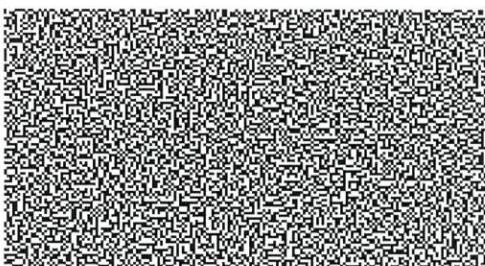
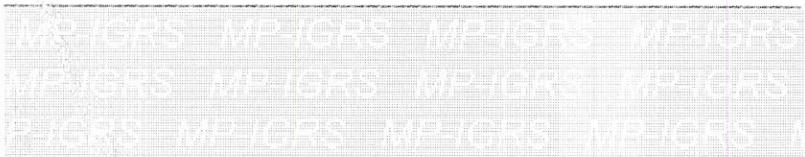
Date: 2024.10.18
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[Signature]
**Sub Registrar
Bhopal 3**

Signature of Sub-Registrar

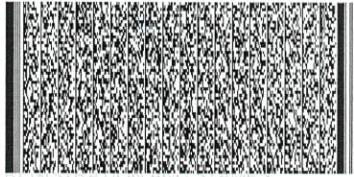






Registration and Stamp Department

Registration and Stamp Department
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code	01010516102024001044
Total E-Stamp Amount	55316
Govt. Stamp Duty (Rs.)	55316
Janpad Duty (Rs.)	0
Exempted Amount(Rs.)	0
Municipality Duty (Rs.)	0
Upkar Amount (Rs.)	0
E-Stamp Type	NON-JUDICIAL
Issue Date & Time	16/10/2024 10:38:28
Service Provider or Issuer Details	Himanshu Mishra/SP010541609201600001
SP/SRO/DRO/HO Details	F-2, 1 FLOOR, NIRMAL COMPLEX, GOVIND GARDEN, NEAR PNB GOVINDPURA, RAISEN ROAD, HUZUR BHOPAL

Deed Details

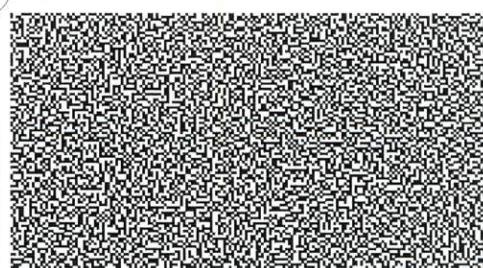
Deed Type	LEASE DEED
Deed Instrument	Lease, including an under-lease or sub-lease and any agreement to let or sub-let or any renewal of lease, other than mining lease - where the lease purports to be for a term of one year or more, but up to five years - 0.1 percent of the sum of the amount of premium or money advanced or to be advanced and the average annual rent reserved, or of the market value of the property, whichever is higher, subject to a minimum of Five hundred rupees
Purpose	Lease Deed

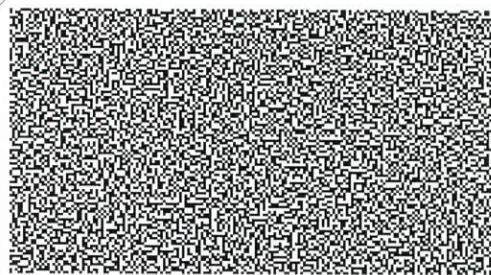
First Party Details

RAJ EVENTS AND ENTERTAINMENT PRIVATE LIMITED
Plot No. 21, 3rd Floor, Zone D II, M.P. Nagar, Bhopal
152001

Second Party Details

TECHNOTASK BUSINESS SOLUTIONS PRIVATE LIMITED
Third & Fourth Floor Ganesh Galaxy City Commercial Complex, Main Ayodhya Bypass
Road, Near Ayodhya Sq Bhopal, Bhopal







Registration and Stamp Department

Madhya Pradesh

LEAVE AND LICENSE AGREEMENT

This Leave and Licence Agreement is executed at Bhopal on this 16th day of October, 2024 ("Effective Date").

BY AND BETWEEN

RAJ EVENTS AND ENTERTAINMENT PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Plot No. 21, 3rd Floor, Zone II, M.P. Nagar, Bhopal 462011 M.P., through its Director, Mr. Sanjay Mehta S/O Shree G L Mehta Pan No. AADCP1523B (hereinafter referred to as the "Licensor"), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the FIRST PART;

AND

TECHNOTASK BUSINESS SOLUTIONS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at Third & Fourth Floor Ganesh Galaxy City Commercial Complex, Main Ayodhya Bypass Road, Near Ayodhya Sq Bhopal, Bhopal, MP- 462041 through its Authorised Signatory, Mr. Yogesh Sharma S/O Shree Damodar Prasad Sharma Pan No. - AQEPS4935N (hereinafter referred to as "the Licensee"), which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns, of the OTHER PART;

The Licensor and the Licensee are hereinafter collectively referred to as the "Parties" and individually as a "Party".

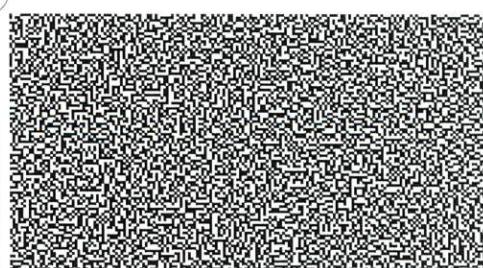
WHEREAS:

A. The Licensor is the absolute and bona fide owner, having a clear and legal title of the commercial property, admeasuring 12400 square feet of chargeable area, situated at 3rd Floor of Minal Shopping Mall, Minal Residency, Ward no. 65, Tehsil Huzur, Bhopal – 462023 (hereinafter referred to as "Premises").

B. The Licensee is, inter alia, engaged in business of providing a comprehensive range of services, from voice, email, and chat support to catalogue management, logistics support, L2 support, chatbot and robotic process automation, outbound sales, inbound support, lead generation, quality audits, and backend support and hereby required a commercial office space for operating and conducting its business activities.

C. Pursuant to the said requirement of the Licensee, the Licensor intends to

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रजिस्ट्रीकरण एवं स्टाम्प विभाग
मध्य प्रदेश

प्रस्तुति मुद्रा :

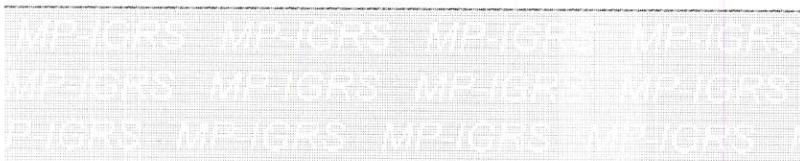
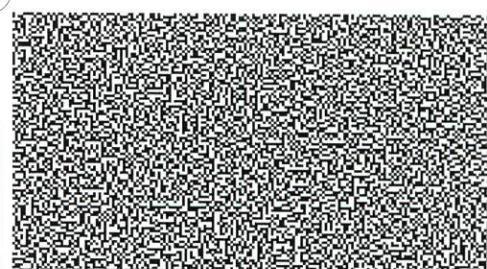
RAJ EVENTS AND
ENTERTAINMENT PRIVATE
LIMITED

प्रतिनिधित्व:- Mr Sanjay Mehta



के द्वारा उप जिला हुजूर जिला भोपाल के उप पंजीयक कार्यालय में तारीख 16/10/2024 को मध्याह्न पूर्व/मध्याह्न पश्चात
11:57:26 बजे प्रस्तुत किया गया।

SHILPA KAWRETI
Sub Registrar
SUB REGISTRAR OFFICE
BHOPAL 3





Registration and Stamp Department

Madhya Pradesh

license out the Premises on a monthly rental basis and enable the Licensee to use the Premises for the purposes defined under this Agreement.

D.Relying on the representations and warranties of the Licensee about their intentions to use the said Premises on the terms and conditions set out herein, the Licensor has agreed to accept the offer of the Licensee and further agreed to license out the said Premises to the Licensee for commercial purposes, more specifically for operating its business.

E. Pursuant to the discussions and negotiations between the Lessor and the Licensee, the Parties hereto now have agreed to record the terms and conditions for the grant of the Premises by the Lessor in favour of the Licensee in the manner provided herein below.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND
BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

1.1 "Affiliates" means any entity, which directly or indirectly, controls, is controlled by, or is under the common control of, either Party. The term "control" shall mean the beneficial and legal ownership directly or indirectly of more than 50% (Fifty Per cent) of the voting securities of such an entity or control over the majority of the composition of the board of directors or power to direct the day-to-day management or policies of such entity by contract or otherwise.

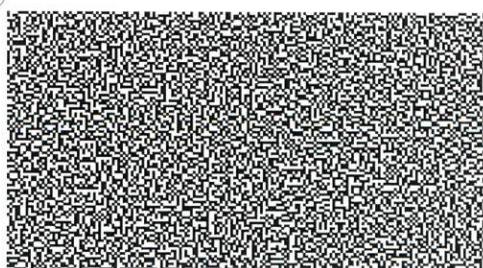
1.2 "Agreement" means this Agreement and schedule(s), annexure(s), if any, attached hereto and includes amendments and modifications thereto.

1.3 "Applicable Laws" means any statute, rule, regulation, notification, circular, ordinance, court order, decree, judgement, requirement, direction, guideline, announcement or other binding action or requirement of a lawful regulatory authority, which has the force of law in India or in any other place or jurisdiction to which the particular Party in question is subject to.

1.4 "Authority" means any state, union, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority, board or agency having jurisdiction over the relevant matter.

1.5 “Business Day” means any day on which the Parties shall be open and able to do business.

1.5 "Business Day" means any day on which the Parties shall be open and





Registration and Stamp Department Madhya Pradesh

Admission Seal:

RAJ EVENTS AND
ENTERTAINMENT PRIVATE
LIMITED

Represented By:-

Mr Sanjay Mehta

Address: Plot No. 21, 3rd Floor, Zone D II,
M.P. Nagar, Bhopal

TECHNOTASK BUSINESS
SOLUTIONS PRIVATE
LIMITED

Represented By:-

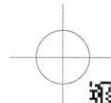
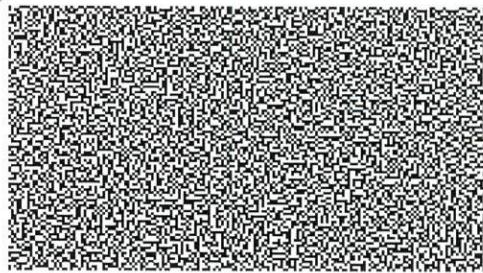
Mr Yogesh Sharma

Address: Third & Fourth Floor Ganesh Galaxy
City Commercial Complex, Main Ayodhya
Bypass Road, Near Ayodhya Sq Bhopal,
Bhopal

स्वीकार करते हैं कि कथित पट्टा विलेख का निष्पादन किया गया था और प्रतिफल के पूर्ण रूपए 0 प्राप्त हो गये हैं तथा रूपए 0 उन्हें
मेरी उपस्थिति में चुकाये गये थे और प्रतिफल की बकाया रकम रूपए 0 बच गयी है, जो पंजीयन के बाद प्राप्त होगी। तारीख

16/10/2024

SHILPA KAWRETI
Sub Registrar
SUB REGISTRAR OFFICE
BHOPAL 3





Registration and Stamp Department

Madhya Pradesh

working in Bhopal, India.

1.6 "Confidential Information" shall include all data, information, materials and subject matter, works of authorship, methods, processes, techniques, systems and know-how containing recording, expressing or embodying either Party's: (a) products, and all related documentation, workflows, models, formulae, structures, schematics, specifications and flow charts containing; (b) current or prospective businesses, business plans, customers, finances, contracts, contractual arrangements, commercial terms, employees, contractors, partners, investors and manufacturers; (c) formats, processes, methodologies, pricing, and practices; All of the foregoing shall be Confidential Information hereunder irrespective of its field of use and whether it is: (i) owned by either Party, leased or licensed from third parties held for the benefit of or in connection with its buyers, customers, business partners or investors; (ii) intangible or tangible, but if tangible, regardless of form, medium or physical format including paper documents or graphic or machine readable media; and (iii) actually disclosed to a party, but if actually disclosed, whether in whole or in part or orally or in writing. This Agreement shall also be treated as Confidential Information.

1.7 "Effective Date" means the date of signing of this Agreement by both the Parties.

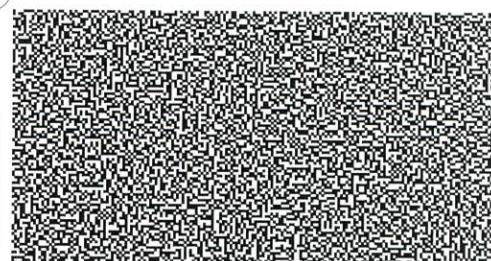
1.8 "Intellectual Property" shall mean and include any patent, trademark, product mark, copyright, moral right, design right, trade secrets or inventions, trade or business names, domain names, marks and devices, know-how and all other intellectual or industrial property, registered or unregistered or capable of protection in any relevant country of the world, or any written or verbal instructions or comments.

1.9 "Lock-in Period" the period defined under Clause 4, more specifically Clause 4.2 before which the Licensee is restricted from exiting the said Premises or terminating this Agreement.

1.10 "Person" means any natural person, firm, corporation, company, body corporate, voluntary association (incorporated or otherwise), partnership, limited liability partnership, joint venture, trust, limited organisation, unlimited organisation, or other entity.

1.11 "Rent" shall have the meaning as set out in Clause 7 (Rent and Security Deposit).

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Registration and Stamp Department
Madhya Pradesh

Witness Seal:

DEEPAK KUMAR

S/O NEMICHAND

Address: MINAL RESI. BHOPAL

ANKUR

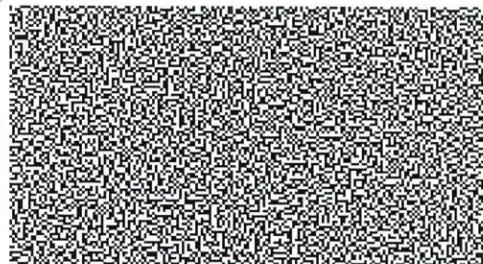
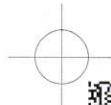
C/O RAJENDRA

Address: NEHRU NAGAR BHOPAL

RAJENDRA_DESHMUKH

की जांच पूर्वोक्त निष्पादक / निष्पादकों की शिनाख्त के विषय में की गयी है। तारीख 16/10/2024

SHILPA KAWRETI
Sub Registrar
SUB REGISTRAR OFFICE
BHOPAL 3





Registration and Stamp Department

Madhya Pradesh

1.12 "Term" shall have the meaning as set out in Clause 4 (Term and Renewal).

1.13 "Term Commencement Date" shall have the meaning as set out in Clause 4.4.

2.PRINCIPLES OF INTERPRETATION

In this Agreement, unless the subject, context or meaning otherwise requires:

2.1 the words importing singular shall include plural and vice versa;

2.2 the headings are for convenience or reference only and shall not be used in and shall not affect the construction or interpretation of this Agreement;

2.3 the words "include", "includes" and "including" when used in this Agreement are deemed to be followed by the phrase "without limitation" or "but not limited to";

2.4 any reference to this Agreement or to any other agreement, deed or other instrument shall be construed as a reference to this Agreement, such other agreement, deed or other instrument as the same may from time to time be amended, varied, supplemented or novated, as the case may be;

2.5 references to knowledge in this Agreement means the knowledge of such Person and in case such Person is a company, then the knowledge of its board of directors and/ or its employees and shall include any information that such Person should be aware of after a due and careful enquiry and investigation.

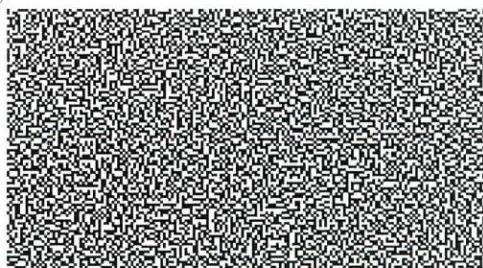
2.6 the expressions "hereof", "hereto", "herein", "hereinafter" and "hereunder" and similar expressions shall be construed as references to this Agreement as a whole and not be limited to the particular clause or provision in which the relevant expression appears;

2.7 references to clauses, articles, sections, exhibits and schedules are references to clauses, articles, sections, exhibits and schedules respectively, of this Agreement;

2.8 whenever a provision of this Agreement requires an approval or consent by a Party to this Agreement and notification of such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its consent or approval;

2.9 the schedules, annexures and exhibits, if any, to this Agreement and any document executed in relation to and in reference to this Agreement shall be

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Registration and Stamp Department
Madhya Pradesh

Thumb Impression Seal:



इस दस्तावेज के निष्पादक Mr Sanjay Mehta के अंगूठे का निशान मेरे द्वारा/मेरी उपस्थिति
में दिनांक 16/10/2024 को लिया गया ।



SHILPA KAWRETI
Sub Registrar
SUB REGISTRAR OFFICE
BHOPAL 3

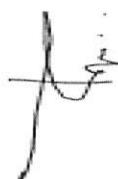


इस दस्तावेज के निष्पादक Mr Yogesh Sharma के अंगूठे का निशान मेरे द्वारा/मेरी
उपस्थिति में दिनांक 16/10/2024 को लिया गया ।

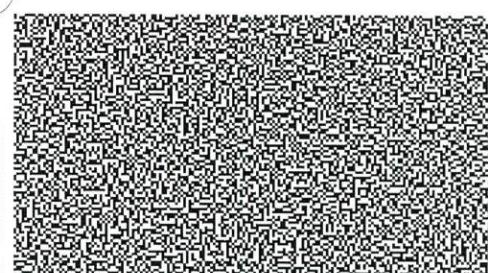
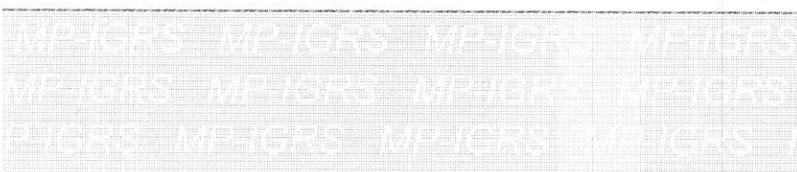


SHILPA KAWRETI
Sub Registrar
SUB REGISTRAR OFFICE
BHOPAL 3

Witness Seal:



DEEPAK KUMAR





Registration and Stamp Department
Madhya Pradesh

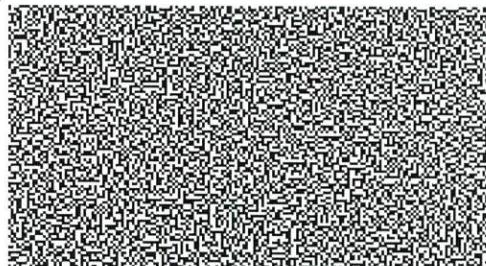
Witness Seal:



Rajendra Deshmukh



ANKUR
RAJENDRA_DESHMUKH





Registration and Stamp Department

Madhya Pradesh

Agreement before the expiry of two (2) years from the Term Commencement Date. This signifies that the Licensee is obligated to pay the Consideration for a minimum period of two (2) years. However, in the event that the Licensee experiences operational difficulties due to structural faults in the Premises, without any fault on the part of the Licensee, and such faults make it unreasonably difficult to carry out business operations, the Licensee shall only be liable to pay an amount equivalent to 10% of the remaining lock-in period's Consideration. If the Licensee vacates the Premises and/or terminates this Agreement before the expiry of the two-year lock-in period, for any reason not related to the aforementioned structural faults, it shall be obligatory for the Licensee to pay the full Consideration amount for the entire remaining lock-in period.

4.3 Renewal: The Parties agree that post the expiry of the agreement period (as mentioned above) this Agreement shall be renewed for further period of 4 years and 11 months on such terms and conditions as may be mutually acceptable to the Parties to the Agreement and shall be in consonance with the then prevailing industry and market standards.

4.4 Commencement of Term: The Term of this Agreement shall commence on the date of handing over of the Premises by the Lessor to the Licensee ("Term Commencement Date"). From the date of execution of this Agreement, the Licensee shall not without the prior written consent of the Lessor be authorised to change and/ or amend the terms and conditions pertaining to the Agreement.

5. FACILITIES TO BE PROVIDED AT THE PREMISES

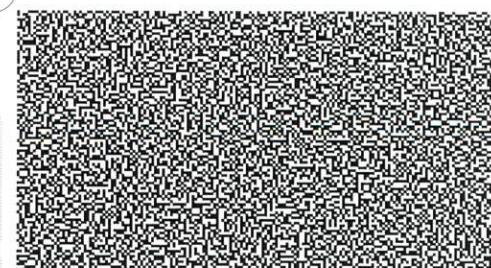
5.1 The Parties hereby agree that the Lessor shall provide a fully furnished Premises to the Licensee with the facilities, amenities and equipment as particularly set out in Annexure B hereto:

6. GENERAL MAINTENANCE OF PREMISES

6.1 It has been expressly agreed between the Parties that the Lessor will be responsible for the Common Area Maintenance not including the Premises.

The Licensee shall be entirely responsible for maintenance of the said Premises including but not limited to making the Premises suitable for business purposes, minor repairs of all walls and pillars etc.,

6.2 If the Licensee fails to maintain the said Premises and the Lessor/Premises incurs any damage owing to the negligence of the Licensee, the



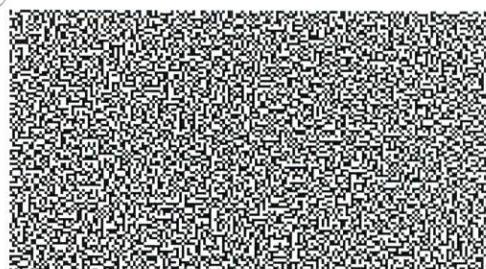


Registration and Stamp Department
Madhya Pradesh

Stamp Duty Seal:

स्टाम्प शुल्क	55316
नगरीय शुल्क	0
जनपद पंचायत शुल्क	0
उपकर	0
अतिरिक्त शुल्क	0
चुकाया गया स्टाम्प शुल्क	55316

SHILPA KAWRETI
Sub Registrar
SUB REGISTRAR OFFICE
BHOPAL 3





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Licensor shall have the right to claim the amount of damages and expenses incurred by the Licensor in lieu of the same, at their reasonable discretion. Further, the Licensor shall be eligible to make regular inspection with respect to the said Premises and if the Licensor of the opinion that certain repairs need to be undertaken by the Licensor, the Licensor may undertake such repairs with best efforts to cause minimal disturbance to the business operations of the Licensee.

6.3 It is agreed between the Parties that the Licensee shall not have any right to make temporary modifications/ alterations/ changes of the internal layouts in the said Premises and such required changes/ modifications/ alterations shall only be undertaken after obtaining a prior written approval of the Licensor.

7. RENT AND SECURITY DEPOSIT

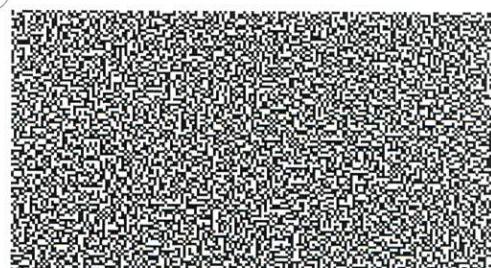
7.1 Rent: It has been agreed between the Parties that on and from the Term Commencement Date, the Licensee shall in consideration of licensing out the Premises along with the general facilities as set out in this Agreement, pay to the Licensor a fixed monthly rent of Rs. 6,63,400/- (Rupees Six lakhs Sixty Three Thousand Four hundred only/-) (collectively referred to as "Rent") + GST as per actual in accordance with the Applicable Laws. The Parties agree that the Rent payable by the Licensee to the Licensor is a cumulative total of the

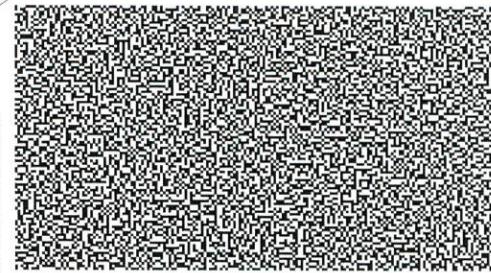
a) Rent at the rate of Rs. 53.5 per Sq Ft. of the Chargeable area [includes Common Area Maintenance.

7.2 TDS: The Rent amount shall be subject to Tax Deduction at Source ("TDS") and other applicable taxes as per applicable provision of Income Tax Act, 1961. The Rent amount shall be exclusive of any other taxes which may be made applicable.

7.3GST: The Consideration payable by the Licensee under this Agreement shall be exclusive of GST. For the purposes of this Agreement, GST shall include the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST') as may be applicable.

7.4 Mode of Payment: The Parties hereto agree that payment of the Rent by the Licensee to the Licensors shall be made in the name of Lessor by way of cheque/ electronic transfer to the bank account details of which shall be







Registration and Stamp Department

Madhya Pradesh

mentioned in the invoice raised by the Licensor to the Licensee.

7.5 Security Deposit: The Licensee shall deposit an amount of Rs. 23,21,900/- (Rupees Twenty Three lakhs Twenty One Thousand Nine Hundred only) as interest free security deposit which is refundable at the time of termination of this Agreement. The formula for calculation of the interest free security deposit is

Interest free security deposit = [3.5 Months] X [Rent of Premises]

Interest free security deposit = [3.5 Months] X [Rent of Premises]

The security deposit is to be refunded to the licensor within 30 days after

Interest free security deposit = [3.5 Months] X [Rent of Premises]

The security deposit is to be refunded to the licensee within 30 days after

7.6 Tax and Other Levies on Rent: The Parties hereto agree that the payment of Rent shall be subject to deduction of Income Tax and other levies at source at applicable rates and other levies as per the provisions of Income Tax Act.

7.7 Time of payment of Rent: The Licensee shall be required to pay the Rent to the Licenser on or before the 20th day of the current calendar month for which the Rent is due. If the Licensee fails to make the payment within the specified time the Licenser may at its sole discretion impose a penalty at the rate of 12% p.a on the Rent due and payable.

7.8 Payment of Utility Bills: The Licensee agree and undertakes that in addition to the payment of Rent as agreed herein, the Licensee at all times shall at all times remain liable for payment of electricity and other utility bills at the said Premises and the Lessor shall not be liable to bear any portion of the said bills.

7.9 Invoicing: the Licensee hereby undertakes to timely pay the Rent along with costs and expenses incurred by the Licensor.

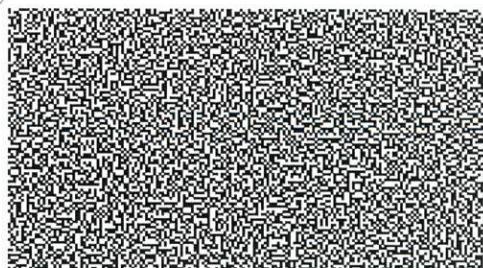
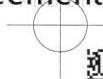
A. Any damage incurred due to negligence in the operation of the generator

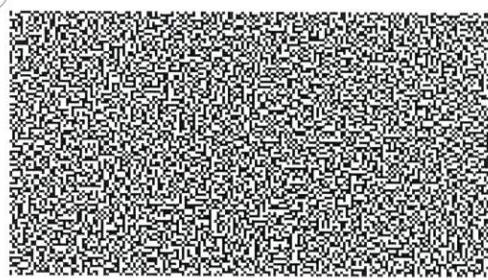
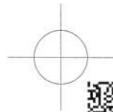
B. Any damage incurred due to negligence in the operation of UPS, electrical

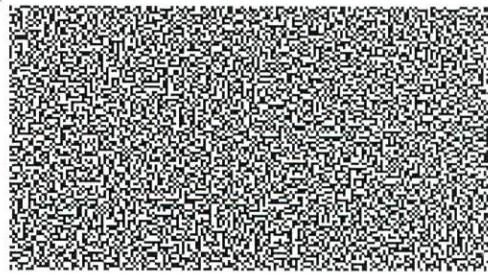
The Licensee undertakes to forthwith make payment against the said invoice.

The Licensee undertakes to forthwith make payment against the said invoices raised by the Licensor and in any event within a period of 7 (seven) days from the date of submission of the invoices to the Licensee.

7.10 Escalation of Rent: The Parties agree that post the completion of 4 years and 11 months of the term of this Agreement, the Parties can mutually agree









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9.6It is an entity duly incorporated and validly existing in accordance with the Applicable Laws;

9.7The Licensee has full power, capacity and authority to execute, deliver and perform this Agreement and to take all necessary action (corporate, statutory or otherwise) to authorize the execution, delivery and performance of this Agreement.

9.8This Agreement and each other agreement and document executed in connection herewith, if any, have been duly executed and delivered by

Licensee and constitute legal, valid and binding obligations of the Licensee, enforceable against the Licensee in accordance with the terms.

9.9Both Lessor & Licensee have obtained and complied with all clearances, permissions, approvals, conditions, notices, requirements etc. that are or have been required, for the due execution and delivery of, and performance under this Agreement.

9.10Each of the representations, warranties and undertakings set out in this clause are and shall remain true and accurate in all respects at the execution hereof in respect of Licensee and that all documents provided to the Lessor by the Licensee as required by this Agreement or otherwise, are true and accurate in all respects and fully, and accurately disclose every matter to which they relate.

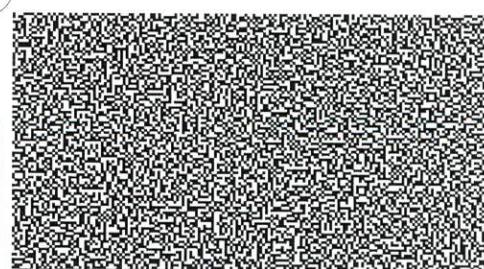
9.11Each of the representations, warranties and undertakings, given in this clause is without prejudice to any other warranty or undertaking and except where expressly stated no clause contained in the Agreement governs or limits the extent or application of any other clause in any other agreement.

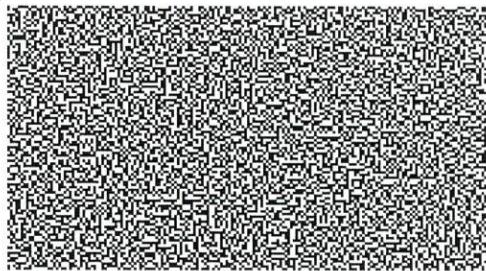
9.12No legal/ departmental or insolvency proceedings are pending or initiated against the Licensee or any of its Affiliates;

9.13Licensee is financially sound and shall be able to pay off the Rent and other charges, dues in timely manner; In this regard, the Licensee hereby undertakes that payment of the Rent shall not be subject to generation of any revenue by the Licensee and the Licensee shall at all times during the Term (including the renewal periods) of this Agreement shall be bound to pay the Rent irrespective of the continuance of business on the licensed Premises and/or generation of revenue by the Licensee.

9.14The Licensee shall make timely payment of the Rent amounts and or any other charges or penalty which may be made applicable and due on the

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Licensee;

9.15The Licensee shall keep the Premises in good repair and habitable condition. If after the inspection carried out by the Lessor with prior notice, the Lessor is required to make certain repairs, the Lessor may at their reasonable discretion, effect all such necessary repairs at the Licensee's entire costs and expenses. In such an event the Lessor shall not be liable for any loss of business to the Licensee during the period when the repairs are carried out or shall not be liable to make any alternate arrangements;

9.16On and from the date hereof, the Licensee shall be liable to pay all the applicable municipal taxes, cesses, levies, assessments payable to any Authority in respect of its business being operated from the said Premises;

However, the Lessor shall pay all taxes related to the title of the land and building including property tax, local authority tax etc.

9.17The Licensee states and declares that it shall be solely responsible for the proper, running and management of the Premises and their business during and for the entire Term (including the renewal periods) of the Agreement and that the Lessor shall in no way be liable, responsible for the same in any manner whatsoever;

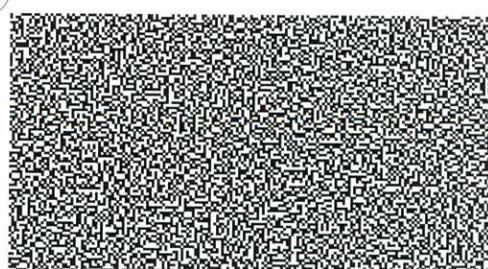
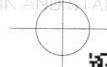
9.18The Licensee shall peacefully handover the possession of the said Premises to the Lessor on the completion of the Term of the Agreement in as good condition as it was when the Premises was handed over to the Licensee, subject to normal wear and tear.

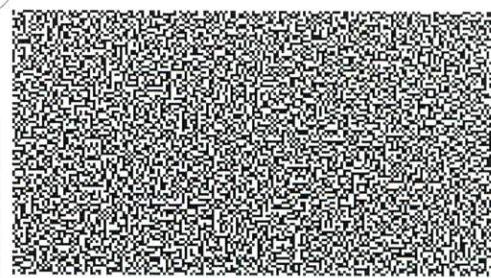
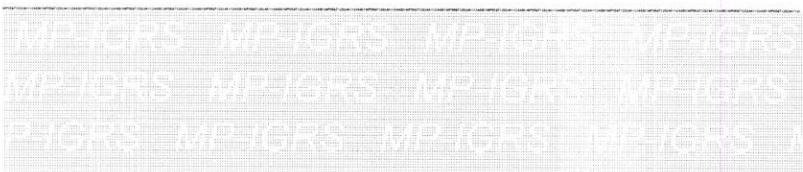
9.19The Licensee shall not carry on any business which is prohibited by law in the Premises;

9.20The Lessor shall be eligible to inspect the Premises any time during the Business Days' of the Licensee with prior intimation;

9.21The Licensee shall be absolutely liable to pay all their outgoings and liabilities concerning to their business; The Licensee further agrees and undertakes that the Lessor shall not be liable or responsible for any acts and omissions of the Licensee with respect to the Licensee's business and the Lessor shall not be responsible for the operations of the Licensee's business in any manner whatsoever.

9.22The Licensee shall maintain the said Premises neat and clean and will take all due care not to cause any damage to the said Premises in any manner whatsoever;







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9.23 The Licensee shall not cause any nuisance annoyance for the neighbouring occupants;

9.24 During conduct of business in the said Premises, the Licensee shall abide by all the Applicable Laws and directions by the concerned Authority.

9.25 The Licensee shall keep active adequate insurance concerning the said Premises and for its employees and shall take all necessary precaution with respect to insurance security of the business that it conducts and shall at no time claim any loss/ theft from the Lessor;

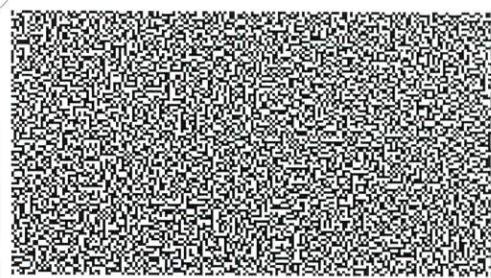
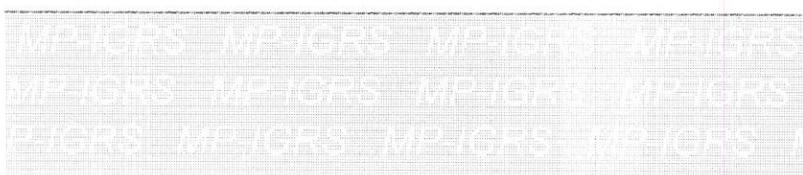
9.26 That the Licensee shall not assign or sub-let or otherwise part with the Premises hereby demised or any structure erected thereon or any part thereof without the permission in writing of the Lessor. Further, the rights to use will not be assigned by it in favour of any party whosoever, in any manner whatsoever;

9.27 The Parties agree that the Licensee shall not terminate this Agreement before the expiry of two (2) years from the Term Commencement Date. This signifies that the Licensee is obligated to pay the Consideration for a minimum period of two (2) years. However, in the event that the Licensee experiences operational difficulties due to structural faults in the Premises, without any fault on the part of the Licensee, and such faults make it unreasonably difficult to carry out business operations, the Licensee shall only be liable to pay an amount equivalent to 10% of the remaining lock-in period's Consideration. If the Licensee vacates the Premises and/or terminates this Agreement before the expiry of the two-year lock-in period, for any reason not related to the aforementioned structural faults, it shall be obligatory for the Licensee to pay the full Consideration amount for the entire remaining lock-in period;

9.28 The Licensee hereby undertakes that on completion of the Term of this Agreement, immovable fittings provided by Lessor in the said Premises will not be taken away or uprooted by it as they will absolutely belong to the Lessor; only moveable items fitted by Licensee will be taken away;

9.29 The Licensee shall not allow the Premises to be stored with any prohibited articles/ goods, including inflammable articles;

9.30 Both the parties have not omitted to disclose any material fact, in respect of the said transaction, which is within the knowledge of either parties and





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that may impact the decision of the Licensor to enter into this Agreement in good faith.

10.TERMINATION

10.1 Notwithstanding anything to the contrary in this Agreement, neither Party shall have the right to terminate this Agreement for any reason whatsoever

during the lock-in period of two (2) years. However, if the Licensee encounters operational difficulties due to structural faults in the Premises, without any fault on the part of the Licensee, and such faults render it unreasonably difficult to continue business operations, the Licensee may terminate the Agreement, subject to paying an amount equivalent to 10% of the remaining lock-in period's Consideration.

10.2 Upon expiry of the said Lock-in period of 2 (two) years, the either Party shall have the right to terminate this Agreement after giving a notice of 3 (three) months on the happening of following Events of Default –

10.2.1 occurring of any Force Majeure event;

10.2.2 other Party declared insolvent by the competent court of law;

10.2.3 any of the representation and/ or warranties of the other Party turn out to be false;

10.2.4 any breach of the terms of this Agreement by the other Party.

10.2.5 incurs any disability as stated herein above and/ or combination of one or more thereof.

10.3 The expiration or Termination of this Agreement shall be without prejudice to the accrued rights of the either Party and any provision hereof which relates to or governs the acts of the Parties hereto subsequent to such expiry or termination hereof shall remain in full force and effect and shall be enforceable notwithstanding such expiry or termination.

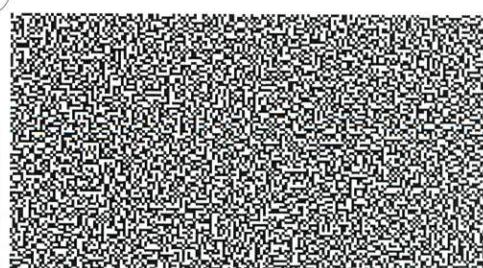
11.EFFECTS OF EXPIRY OF TERM OR EARLY TERMINATION

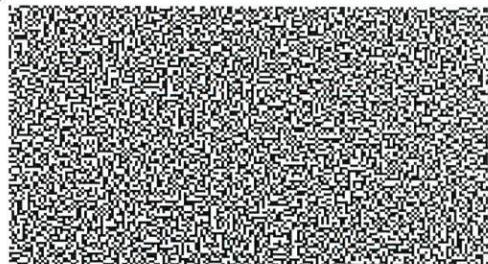
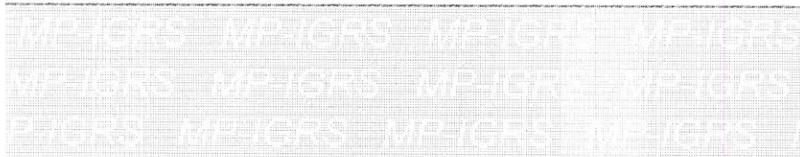
11.1 Subject to renewal of the Agreement, upon expiry of the Term of this Agreement and/ or in the event of early termination by the Licensor, the Licensee shall:

11.1.1 handover the possession of the said Premises to the Licensor;

11.1.2 clear outstanding dues of the Licensor, if any;

11.1.3 cease to operate and conduct the business operations on the said Premises;







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11.2 The Licensee shall refund the Security Deposit amount to the Licensee after deduction of any Rent that is due and payable by the Licensee and charges towards repair of damage caused by the Licensee to the licensed Premises and/ or the towards payment of pending invoices raised by the Licensor and/ or the towards payment of pending utility bills after mutual discussion.

11.3 In the event, the Licensee vacates the said Premises, whether with or without notice, the same shall be deemed to be considered as termination of the Agreement by the Licensee and the consequences of termination shall be applicable.

12. INDEMNITY

12.1 The Licensee shall defend, indemnify and hold the Licensor harmless from and against all costs, expenses, liabilities, and losses (direct or indirect) incurred (including attorneys' fees and associated legal costs) arising out of any of the following:

12.1.1any breach of the terms of this Agreement by the Licensee.

12.1.2a claim by any third party in relation to the said Premises including any breach by the Licensee for compliance of any provisions under the applicable laws;

12.1.3 non observance of any statutory requirements, applicable laws and regulations by the Licensee in relation leasing the said Premises;

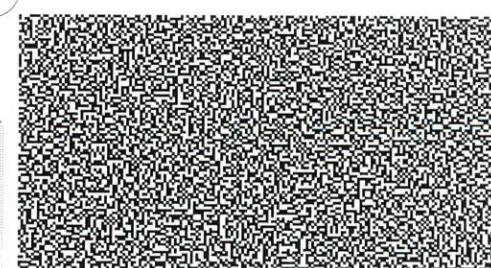
12.1.4any warranties or representations made by Licensee are found to be untrue, inaccurate and false;

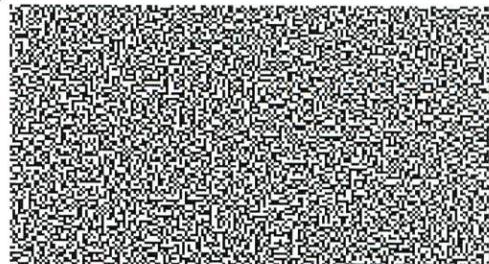
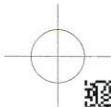
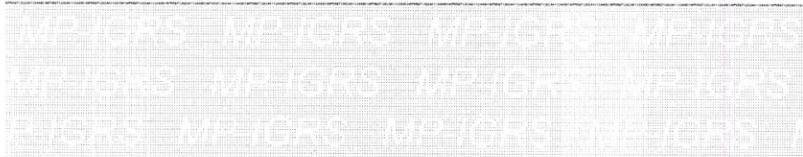
12.2 The indemnification rights of the Licensor under this Agreement are independent of, and in addition to, such other rights and remedies as the Licensor may have at law or in equity or otherwise, including the right to seek specific performance or injunctive relief, none of which rights or remedies

shall be affected or

13. FORCE MAJEURE

13.1 Any delay or failure in the performance by any Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of such Party claiming under this clause, including Acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism and / or







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occurrence of any other natural calamity; accident, restraint of government, acts of government or regulatory authority in form of orders, notifications, rules and/ or regulations, injunctions; labour strikes, epidemic or pandemic that prevent that Party from performing its obligations under the Agreement and other like events that are beyond the reasonable anticipation and control of such Party, despite its reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a such Party's failure to perform its obligations under this Agreement, provided such Party gives timely notice of the occurrence of said force majeure event to the other Party.

13.2 In such an event, the performance of the obligations under the Agreement shall be extended for the duration of the delay caused, and such delay shall not constitute an Event of Default under the Agreement. It is expressly clarified, however, that the Licensee shall only be exempt from paying Rent to the Licensor during the occurrence of a Force Majeure event if the event results in a complete suspension of operations from the Premises. Any adjustment to the Rent under these circumstances shall be at the sole discretion of the Licensor, who will take into account the overall impact on the facility and other tenants.

13.3 Post the expiry of the lock-in period of 2 (two) years, the Parties shall have the right to terminate the Agreement if a Force Majeure event does not cease within 60 (sixty) days of it occurring.

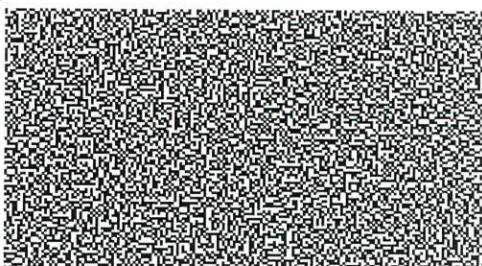
14. NOTICE

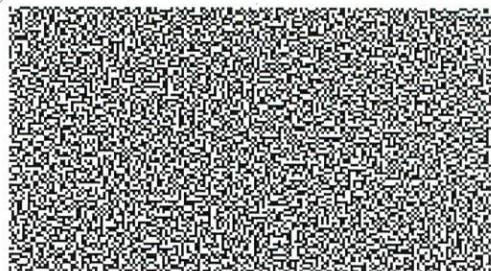
14.1All notices required or permitted by this Agreement shall be in writing and shall be delivered by hand delivery, reputed courier, registered AD, to the Party to their address as mentioned above in this Agreement, or to the last known address of the Parties.

15 ARBITRATION

15.1 The Parties shall attempt in good faith to resolve any dispute, difference or claim arising out of or in relation to this Agreement through mutual discussion. In case it is not resolved within 15 (Fifteen) days from receipt of the written notice (setting out the dispute or claim) by the other Party, the complaining Party may issue a notice of reference, invoking settlement of such dispute through Arbitration.

15.2 All disputes and differences arising between the Parties hereto, including







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any dispute or difference in regard to the interpretation of any provision or term or the meaning thereof, or in regard to any claim of one Party against the other or in regard to the rights and obligations of any Party or Parties under this Agreement shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and its amendments thereof.

15.3 Both Parties shall appoint one arbitrator each and the two appointed arbitrators shall appoint the third arbitrator who shall be the presiding arbitrator and the decision of the arbitrators regarding the matter in consideration will be final and binding on both the Parties.

15.4 The place for Arbitral Proceedings will be Bhopal. The Arbitral proceedings shall be held in English language.

16. GOVERNING LAW AND JURISDICTION

16.1 This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with Indian laws.

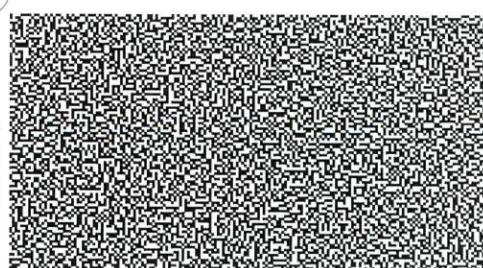
16.2 Subject to the arbitration proceedings, all disputes between the Parties shall be subject to the exclusive jurisdiction of the district courts of Bhopal.

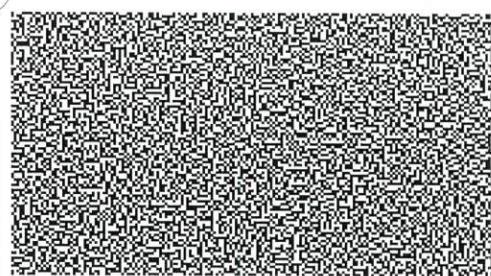
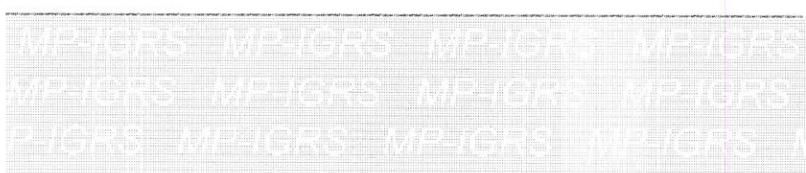
17. CONFIDENTIALITY

17.1 Each Party shall hold in confidence and use only for the purpose identified hereunder, and shall not disclose to any third-party, the Confidential Information of the other Party in any manner whatsoever, except as required by law or any statutory authority, in which case, the Receiving Party shall (a) promptly send a written notice to the Disclosing Party and provide the Disclosing Party with at least 7 (Seven) days' time period, unless prohibited by law; and (b) discuss and agree with the Disclosing Party on the disclosures to be made under this Clause.

18. INTELLECTUAL PROPERTY RIGHTS

18.1 Nothing in this Agreement shall constitute or be construed as the acquisition of any legal or moral right by either Party to the Intellectual Property of the other Party and each Party undertakes, declares and acknowledges that the ownership and title to the Intellectual Property of the other Party shall remain vested with such other Party and neither Party shall have any right, title or interest therein. Neither Party shall commit any act and/or omission, which may cause an infringement to the other Party's Intellectual Property rights. It shall be the responsibility of each Party to ensure







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that none of its employees, agents or representatives causes any infringement of the rights of the other Party. Each Party shall use the same methods and degree of care to prevent misuse or disclosure of the other Party's Intellectual Property as it uses to prevent misuse or disclosure of its own Intellectual Property.

18.2Each Party acknowledges and agrees that any violation of the provisions of this Clause would cause the Party holding the Intellectual Property rights an irreparable injury, and that in the event of such violation, the Party holding the Intellectual Property rights shall be entitled to preliminary and other injunctive relief against the violating Party for any such violation. Such injunctive relief will be in addition to, and in no way a limitation of, any and all other remedies or rights that the aggrieved Party shall have at law or in equity.

19.SURVIVAL

19.1Provisions of this Agreement, the performance of which by either or both Parties, or by their sense and context, are intended to survive, will survive the completion, expiration, termination or cancellation of this Agreement.

20.STAMP DUTY /REGISTRATION

20.1The Parties herein expressly agree that amount of stamp duty/ registration charges, expenses etc. in respect of this Agreement shall be borne by equally borne by Lessor and Licensee.

21.SCHEDULES/ ANNEXURE

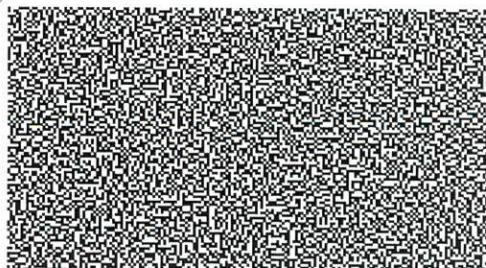
21.1Each Schedule/ Annexure to this Agreement is incorporated into this Agreement by reference and shall be considered an integral part of this Agreement.

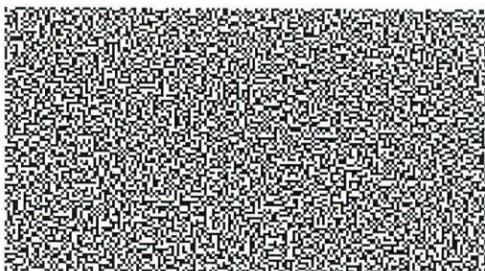
22.AMENDMENT

22.1This Agreement may be changed or amended in writing with mutual consent, signed by all the Parties to this Agreement.

23.SEVERABILITY

23.1If any provision of this Agreement is held to be void or unenforceable under any Applicable Law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be consistent with the purpose of this Agreement and to the extent necessary/ to conform to Applicable Law and the remaining provisions of this Agreement shall continue to remain valid and enforceable in accordance with other terms. In no circumstances, it shall render the entire Agreement void. Further in case of any







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repugnancy or difference in the terms and conditions of any prior document and this Agreement, the terms and conditions contained in this Agreement shall prevail and be binding on both the Parties.

24.FURTHER ASSURANCES

24.1Each Party shall from time to time and at all times do all acts, deeds, matters and things and sign and execute all papers, deeds, documents and writings as may be required by the other for more perfectly and effectually carrying out all or any one or more of the terms and conditions recorded in this Agreement and for the demise of the said Premises in favour of the Licensee.

25.ENTIRE AGREEMENT

25.1This Agreement, together with all schedules, annexures, attachments, constitutes the entire agreement between the Parties regarding the subject matter of this Agreement and will supersede all prior oral or written representations and agreements between the Parties.

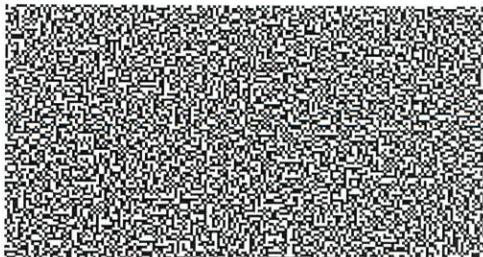
26.COUNTERPARTS

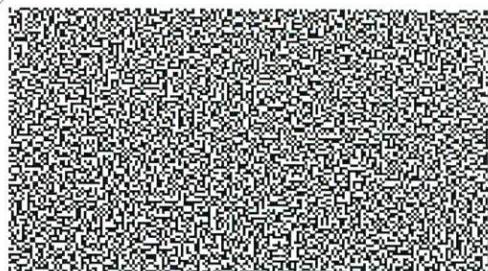
26.1This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the Parties hereto. In pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one such counterpart.

ANNEXURE A

Location of Premises

All that piece and parcel of land admeasuring about 12400 square feet or 1152.41 sqmtr. on 3rd floor, situated at Minal Shopping Mall comprised in Minal Residency, Ward no. 65, Tehsil Huzur, Distt. Bhopal [M.P.] – 462023 and bounded as follows.







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MENT OF REGISTRATION AND S MADHYA PRADESH

On or towards the North : 7.5 Metre Wide Residency Road

On or towards the East : Open Space

On or towards the West: Balance Portion of 3rd Floor

On or towards the South : Open To Sky and Balance Portion of 3rd Floor

ANNEXURE B

Details of Amenities/ Services Provided with List of Assets

**Details of Annex
OF REGISTRATION AND
A List of Assets**

OF REGISTRATION AND
DESCRIPTION

POP PARTITION WORK

1. All interior structure made through gypsum partition with 50 mm Rock wool and both side gypsum partition, Structure will be made through Channels .. Thickness 75 mm

2. All Gyp partitions upto standards and enable noise absorption capabilities. Enclosed area to be provided based on requirement for holding different business processes.

3. Gyp ceiling in odd dimensional areas and joining. Cove ceiling in places where design elements to be highlighted along with grid ceiling

- #### **4. wall Punning & finishing work for paint work**

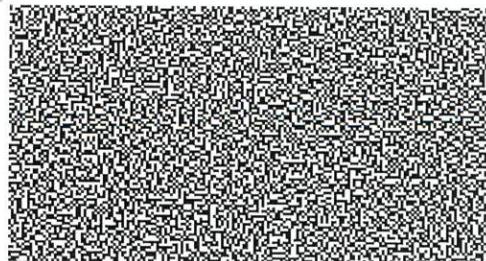
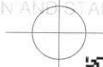
PAINTING WORK

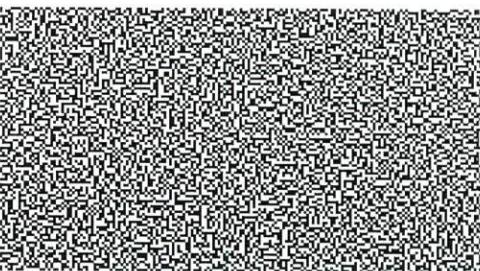
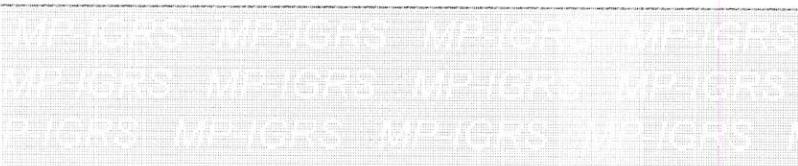
1. 3 coats of Asian white luster paint 2 Coat with necessary primer and Putti

- ## **2. Require Polish on doors and all required area**

FLOORING & FALSE CEILING WORK

- ## 1. Arm Strong False Flooring in Washroom Room







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2. All High traffic Area will be covered through Vitrified Tiles- like main passages , Dry pantry, Reception lobby- Tiles area

ELECTRICAL WORK

1. Distribution Panels / Boards – Providing and commissioning of panels for supplying power to ACs as per normal industry practices taking the highest safety standards into consideration.

2. Distribution Panels / Boards – Providing and commissioning of panels as per normal industry practices taking the highest safety standards into consideration.

3. Cable Trays, Race ways – Shall be provided appropriately from Main LT room to the office floor.

4. Lighting – Washroom lighting, Including emergency lighting shall be provided, prefer LED lights...300 lux level

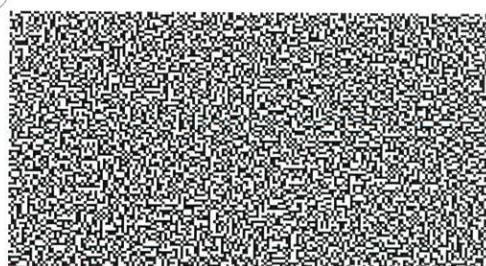
5. Power Panel

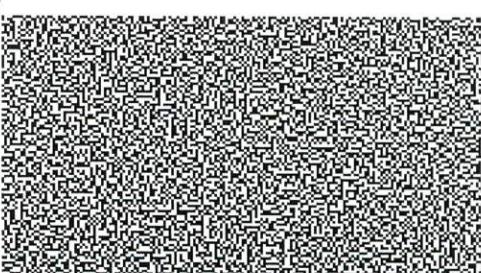
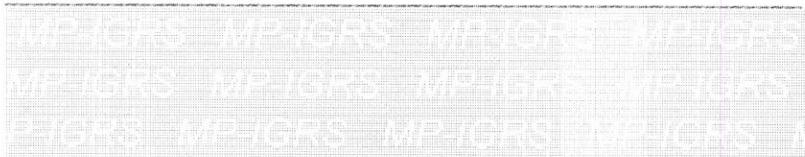
6. Main Cable

HVAC INSTALLATION

1. HVAC Load Details on the Next Page

Please turn over/कृप्या पृष्ठ पलटिये।







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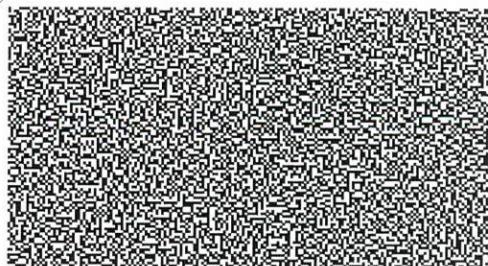
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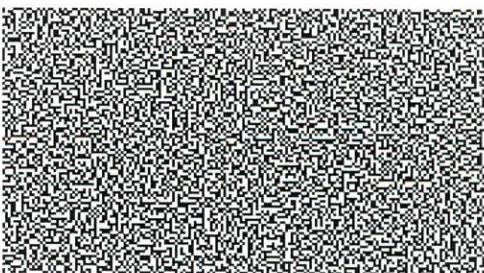
Property Details Annexure

Property Id	53404202411650702						
Property Type	BUILDING						
Property Landmark : --							
Property Address : 3rd Floor of Minal Shopping Mall, Minal Residency, Ward no. 65, Tehsil Huzur, Bhopal							
Vikas Khand (development block) : --							
R. I. Circle : --							
Layout Details : --							
Nazool/Sheet No : --							
Plot Number : --							
Khasra Details and Four Boundary Details							
Khasra Number	Khasra Area	Lagaan	Rin Pustika	East	West	North	South
3rd Floor	1152.41	00	00	Open Space	Balance Portion of 3rd Floor	7.5 Metre Wide Residency Road	Open To Sky and Balance Portion of 3rd Floor

Property Details – Multistorey – Commercial

District	BHOPAL
Tehsil	HUZUR
Area Type	URBAN AREA
Governing Municipal Body : NAGAR NIGAM BHOPAL	
Ward : GOVINDPURA UDDYOGIK WARD 65	
Village/Mohalla/Colony : MEENAL RESIDENCY	
Total area of flat (sqm)	1152.41
Built-Up Area (sqm)	1152
Common Area (sqm)	0.41
Floor Name	THIRD FLOOR







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REGISTRATION AND STAMPS DEPARTMENT OF REGISTRATION AND STAMPS

I/We hereby authenticate and confirm the recitals of all the pages and entries of this deed
with deed ID 42901093 and e-Stamp code 01010516102024001044, and also execute the
deed with my/our signatures below.

Signature of First Party/ Parties:

Name and Father's Name:

M/S RAT EVENTS AND ENTERTAINMENT RATEVENTS & ENTERTAINMENT PVT. LTD.
THROUGH DIRECTOR Mr. SANJAY MEHTA

S/o Mr. G. C. MEHTA

DIRECTOR

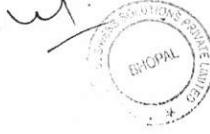
Signature of Second Party/ Parties:

Name and Father's Name:

YOGESH SHARMA

S/o Shweta P. SHARMA

for M/S TECHNOTASK SOLUTIONS PVT LTD.



Signature of Third Party/Parties:

Name and Father's Name:

Witness 1 Name - Rakesh Bortham
Address 12/3, Chhatibad, Bhopal
Signature

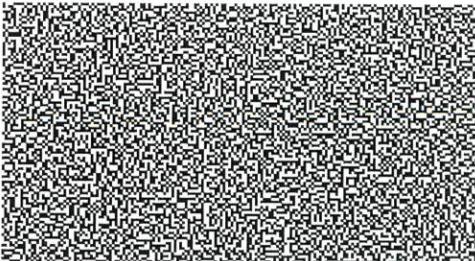
ID Proof type and number

Adhar - 2773 6064 1027

Witness 2 Name - Ankur Deshmukh
Address 5-504/4 Nehru Nagar, Bhopal
Signature

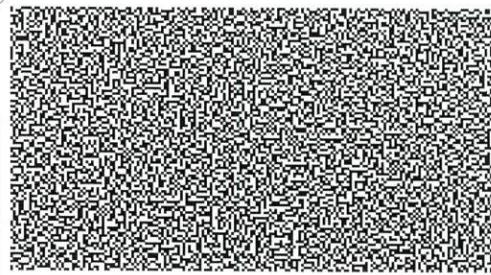
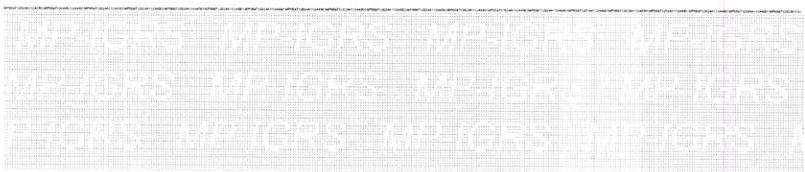
ID Proof type and number

Adhar - 2208 1541 0996



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| 01010516102024001044



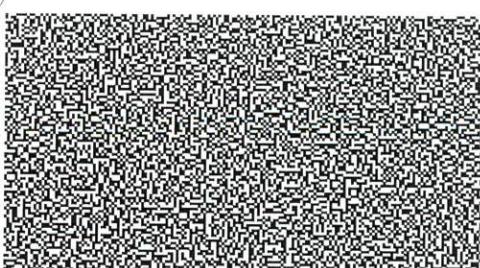
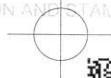


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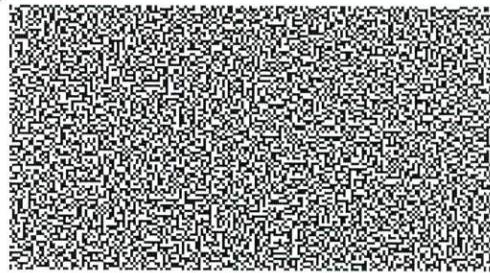


3rd Floor, Minal Shopping Mall



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MP-IGRS MP-IGRS MP-IGRS MP-IGRS
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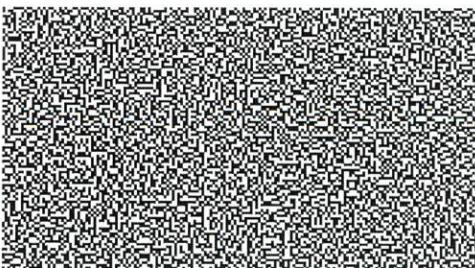
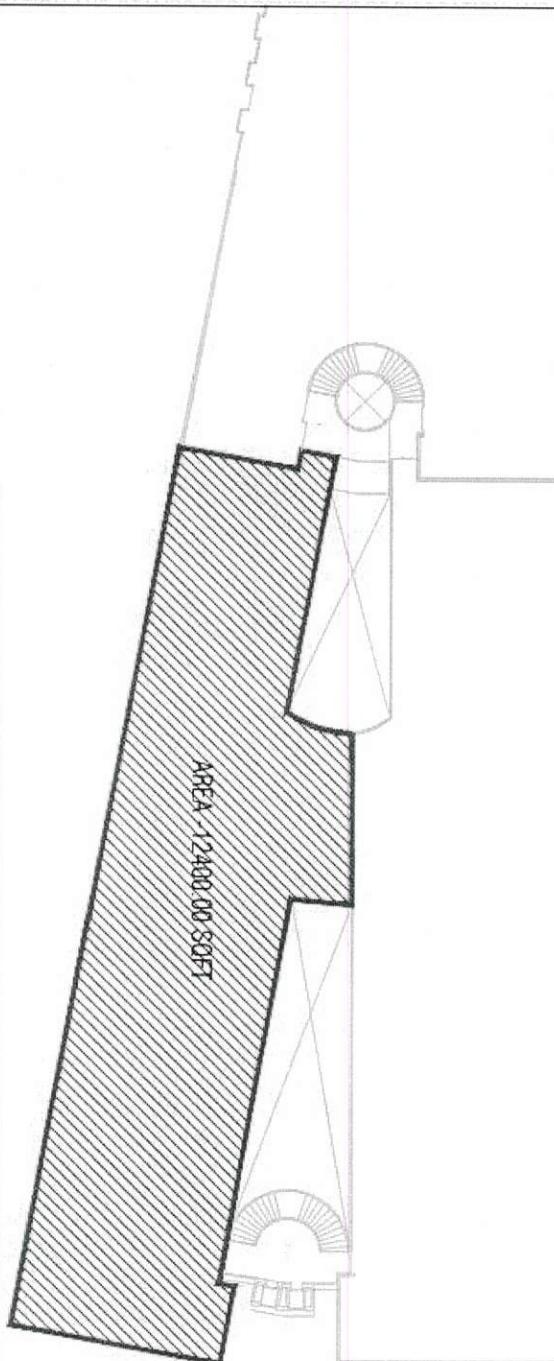




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Madhya Pradesh

PROJECT	Drawing Title:	Drawing Status	Drawing Scale	Version	RAJ EVENTS & ENTERTAINMENT PVT. LTD
MATA SHREE MATA JI ROAD SHRI MATA	THREE FLOOR PLAN	<input checked="" type="checkbox"/> Unchecked <input type="checkbox"/> In Progress <input type="checkbox"/> Under Revision <input type="checkbox"/> In Hold <input type="checkbox"/> Draft	1:100	A.R.1.3	



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MP-IGRS MP-IGRS MP-IGRS MP-IGRS
MP-IGRS MP-IGRS MP-IGRS MP-IGRS



Registration and Stamp Department
Madhya Pradesh

Registration Seal :

इस दस्तावेज का इलेक्ट्रॉनिक पंजीयन दिनांक 16/10/2024 को क्रमांक
MP059712024A11244301 दे कर किया गया है। जिसमें 54 पृष्ठ समाविष्ट हैं

स्टाम्प शुल्क 55316

पंजीयन शुल्क	41487
प्रतिलिपि शुल्क	0
अधिक	0
योग	41487



SHILPA KAWRETI
Sub Registrar
SUB REGISTRAR OFFICE
BHOPAL 3

