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OM GEO CONSTRUCTION PRIVATE LIMITED

CIN NO.: U74999JH2019PTC013760, PAN: AADCO0790P TAN: RCHO00670F

REGISTERED IN CENTRAL REGISTRATION CENTRE

EQUIPMENT LEASE

This equipment lease is made on 16th Dec 2022, By and between Om Geo Construction Private Limited ("Lessor") and Beaumonde Associates India Pvt. Ltd. Bidyut Marg Balasore Odisha Pin:756001. Pan: AAECB1793N GST No.: 21AAECB1793N1ZK ("Lessee"). Lessor desires to give on lease equipment mentioned here in below and Lessee desire to take the same on Lease.

 <u>Lessee</u>: Lessor hereby leases to lessee and lessee herby leases from lessor the following described equipment ("The equipment"): Drilling Machine Make- Swakdrill, Model- Swak-DC-150, Capacity Size-NW/NQ, with all attachment except Drill Bit. (List of all equipment is attached separately with the agreement.)

2. Term:

- a. Drilling bit used in the machine should be NW/NQ Capacity.
- b. This lease is valid for one year from the sign of agreement.
- 3. **Shipping**: lessee shall be responsible for shipping the equipment at their own cost from Om Geo Construction Pvt. Ltd. Office Hazaribagh and should return the equipment after use at same location. Cost of e-way bill shall be borne by you.

4. Rent deposit:

- a. You will be charged Rs 50000/- per Month excluding GST.
- b. You will have to pay advance (deposit) Rs 50000/- (Fifty Thousand's) before taking the equipment in your custody, this amount will be adjusted in final bill.
- c. We will send bill to you on 1st day of every month and same should be paid to us within five days of receipt of bill.
- 5. <u>Repairs</u>: lessee, at its own cost and expense, shall keep the equipment in good repair, condition and working order and shall furnish any and all parts, mechanism and devices require to keep the equipment in good mechanical working order.
 - a. Hydraulic jack will be repaired by lessor for one time.
- 6. **Surrender**: upon the expiration or earlier termination of this lease, lessee shall return the equipment to lessor by delivering the equipment at lease cost and expenses
- 7. <u>Indemnity</u>: lessee shall indemnify lessor against, and hold lessor harmless from, any and all claims, actions, suits proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and cost arising out of connected with, or resulting from lessee's use of the equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the equipment.
- 8. **Ownership**: the equipment is, and shall at all times be and remain, the sole and exclusive property of lessor, and the lessee shall have no right, title or interest therein or thereto except as expressly set forth in this lease.

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- 9. **Entire agreement**: this instrument constitutes the entire agreement between the parties on the subject matter here of and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.
- 10. <u>Notices</u>: service of all notices under this agreement shall be sufficient if given personally or mailed certified, return receipt requested, postage prepaid, at the address herein after set forth, or to such address as such party may provide in writing form time to time
- 11. <u>Assignment</u>: lessee shall not assign this lease or its interest in the equipment without the prior written consent of lessor.
- 12. Governing law: this lease shall be construed and enforced according to laws of the state of Jharkhand.
- 13. <u>Headings</u>: heading used in this lease are provided for convenience only and shall not be used to construed meaning or intent. In witness whereof, the parties here to have executed this lease as of the day and year.