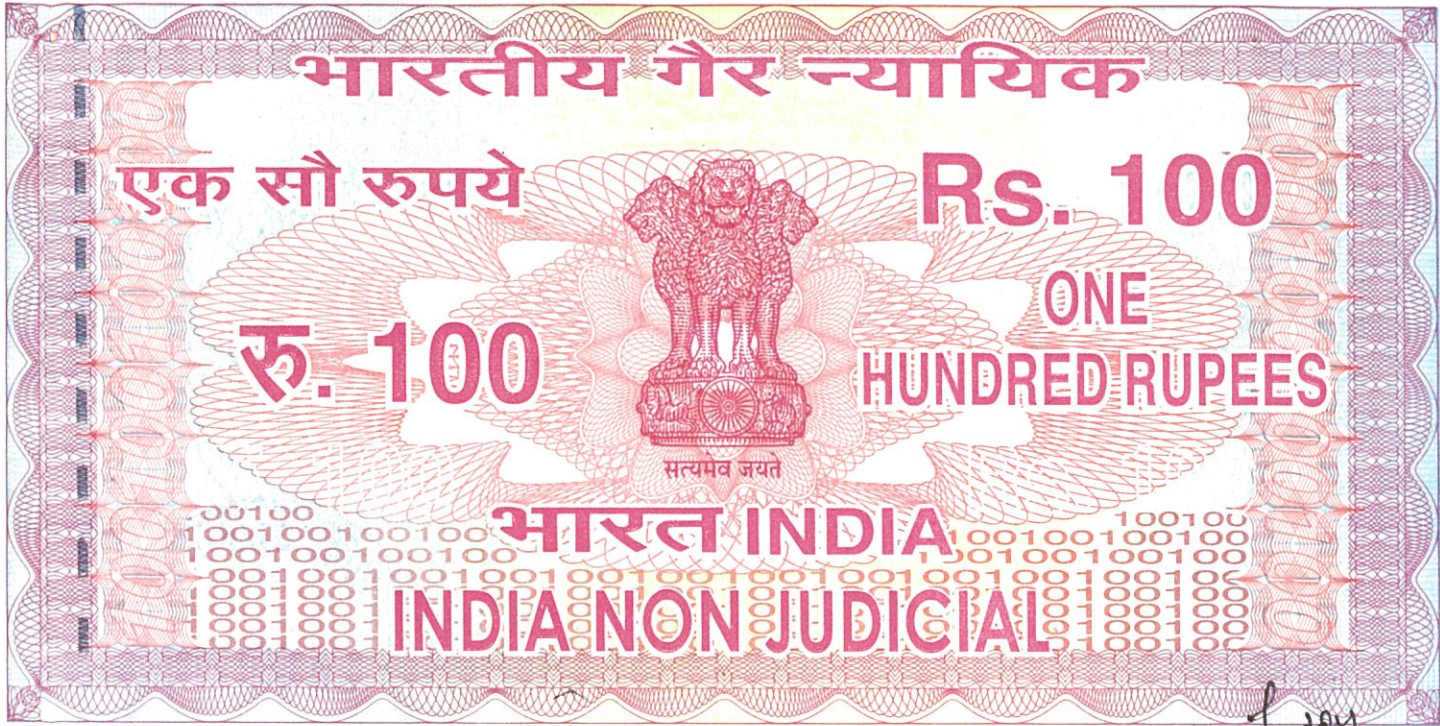




W 497925

తెలంగాణ తలంగానా TELANGANA
SI.No. 114 Date 24/01/2020 Rs. 100/-
Sold to Ramesh
S/o. W/o. D. Narsing Rao
For whom S.M.K.G.E.C Realtors Pvt. Ltd & others

P. LAXMI KANTH REDDY
Licenced Stamp Vendor
SVL No:16-C2-082 of 2012
R.L.No.16-09-08/2018
H.No.403, Sai Sunder Tower,
LIC Colony, West Marredpally,
SECUNDERABAD-500 003.
Phone No:9246371455

LEASE DEED

THIS LEASE DEED ("Deed") is made and executed at Hyderabad on this the 18th day of August, 2022 between:

1. JMKGEC Realtors Private Limited, a company incorporated under the laws of India and having its registered office at 5-2-223, Gokul Distillery Road, Secunderabad- 500003, represented by its authorized signatory Mr. Sayed Waseem Akhtar, having Aadhar No. 383298703465 (Hereinafter referred to as "Lessor 1")
2. SDNMKJ Realty Private Limited, a company incorporated under the laws of India and having its registered office at 5-2-223, Gokul Distillery Road, Secunderabad- 500003, represented by its authorized signatory Mr. Sayed Waseem Akhtar, having Aadhar No. 383298703465 (Hereinafter referred to as "Lessor 2")

(Lessor 1 and Lessor 2 shall hereinafter be collectively referred to as the "Lessor" (which expression shall unless repugnant to the context or meaning thereof, mean and include its executors, administrators and permitted assigns) of the One Part.



AND

M/s. Ojas Innovative Technologies Private Limited, a company incorporated under the laws of India and having its registered office at Block C, 9th Floor, MJR Magnifique, Nanakramguda X-Roads, Rai Durg, Hyderabad-500008, represented by its authorized signatory Mr. Rama Murthy Jaligama, having Aadhar No. 9989 2621 6135 (Hereinafter referred to as the "Lessee", which expression shall unless repugnant to the context or meaning thereof mean and include its executors, administrators and permitted assigns) of the Other Part.

The Lessors and the Lessee are hereafter collectively referred to as "the Parties" and individually referred to as "the Party".

WHEREAS:

- A. By way of letter dated 4 September 2002 bearing number 2051/2002 addressed to the Mandal Revenue Officer, Serilingampally Mandal ("MRO"), the District Collector, Ranga Reddy District, Revenue Department, Government of Andhra Pradesh directed the MRO to resume land to the extent of 33.23 acres situated in Survey Numbers 115/16, 115/19, 115/20, 115/22, 115/24, 115/25, 115/27, 115/29, 115/30 and 115/32, Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District, Andhra Pradesh and hand over the said land to the Andhra Pradesh Industrial Infrastructure Corporation Limited ("APIIC").
- B. APIIC, by way of provisional allotment order dated 16 January 2006 bearing Letter Number 1269/P M (IPU)/APHC/2005(S) ("Provisional Allotment Order"), provisionally allotted to Shriram Venture Limited (erstwhile know as 'Shriram Financial Services Holdings Private Limited') ("Shriram Venture"), on "*as is where is basis*", land admeasuring 3.00 acres in Plot Nos. 31/Part and 32 in the Financial District situated in Survey Numbers 115/22, 115/24 and 115/25 of Nanakrameuda Village within the Serilingampally Mandal, Ranga Reddy District, Andhra Pradesh to establish corporate office, back office and IT support and training centre. APIIC confirmed the allotment of land in favour of Shriram Venture by way of its letter dated 9 May 2006 and further, by way of this letter dated 9 May 2006, the Provisional Allotment Order was modified to reflect an allotment of 3.38 acres to Shriram Venture.
- C. On 18 May 2006, APIIC executed an Agreement for Sale bearing registration number 11682/2006 ("Agreement for Sale") for the allotment and handing over of possession of land admeasuring 3.38 acres on an "*as is where is basis*" situated at the Financial District bearing Plot Nos. 31/Part and 32 in Survey Numbers 115/22, 115/24 and 115/25 of Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District, in favour of Shriram Venture. The Agreement of Sale states that Shriram Venture has paid the entire amount of consideration payable to APIIC for the allotment of the land.



- D. On 5 November 2007, Shriram Venture and Ramky Estates and Farms Limited (then known as 'Ramky Estates and Farms Private Limited') executed an unregistered Agreement of Sale Cum General Power of Attorney, as validated on 7 December 2012 in File No.5784/AR/2012 on the file of District Registrar and Collector, Ranga Reddy District ("Agreement of Sale cum GPA"), whereby, Ramky Estates and Farms Limited agreed to construct 1,00,000 (One Lakh) sq. ft. of built up area along with 45,000 (Forty Five Thousand) sq. ft. of car parking area on the Land for Shriram Venture in consideration for a total sum of Rs. 14,00,00,000 (Rupees Fourteen Crores) paid by Shriram Venture to Ramky Estates and Farms Limited, and transfer of undivided share of the Land to the extent of 12,738 sq. yds. by Shriram Venture to Ramky Estates and Farms Limited.
- E. As per the terms of the Agreement of Sale cum GPA, Ramky Estates and Farms Limited and Shriram Venture agreed that Ramky Estates and Farms Limited shall be entitled to construct and retain built-up area of about 3.50 lakh sq. ft. and parking space of about 1,55,000 sq. ft. on the abovementioned undivided share of the Land to the extent of 12,738 sq. yds.
- F. On 4 August 2009, APIIC and Shriram Venture executed the Deed of Sale bearing registration number 4064/2009 ("Deed of Sale") for the transfer of land admeasuring 3.38 acres (16,378 sq. yds.), forming plot no. 31 part and plot no. 32 situated at the Financial District in Survey Numbers 115/22, 115/24 and 115/25, Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District ("Land"), from APIIC to Shriram Venture for the purpose of establishment of a corporate office, back office and IT support and training centre building. On 30 January 2013, Shriram Venture and Ramky Estates and Farms Limited executed a Sale Deed bearing registration number, 1218/2013 ("Sale Deed") for the transfer of a portion of the above mentioned Land, being land admeasuring 12,835 sq.yds. at Plot Nos. 31/Part and 32 in Survey Numbers 115/22, 115/24 and 115/25 at Financial District, Nanakramguda Village, Serilingampally: Mandal, Ranga Reddy District (hereinafter referred to as "Undivided Share of Land" and more fully described), from Shriram Venture to Ramky Estates and Farms Limited.
- G. Under the terms of the Agreement of Sale cum GPA, Ramky Estates and Farms Limited has constructed for itself 4,54,278 lakh sq. ft. of premises comprising Ground, "1 to 4" and "9" floors in Tower A and total Tower B with effective car parking of 438 numbers in Lower & Upper Basements (total area of basements equivalent to 2,35,195 Sq.ft.) (Hereinafter referred to as "Ramky Selenium").
- H. By way of Sale Deeds bearing nos. 5706/16, dated 30th April, 2016 and 5707/16, dated 30th April, 2016, Ramky Estates Farms Limited sold the area admeasuring 50,542 Sq. Ft. on 4th & 5th Floors of Ramky Selenium, Tower B (13,240 sq. ft. on the 4th floor and 12,031 sft on the 5th floor to Lessor 1 and 13,240 sq. ft. on the 4th floor and 12,031 sft on the 5th floor to Lessor 2) along with effective and exclusive car parking of 68 (35 Parking for 4th Floor and 33 Parking For 5th Floor) numbers in upper and lower basements (hereinafter referred to as "Leased Property" more fully described in Schedule A annexed hereto and marked in red in the plans annexed as Schedule B & C)" to the Lessors herein. Parking plan to shared separately as a part of addendum to this agreement.



- I. The Lessee is desirous of taking the Leased Property on lease for office usage and has approached the Lessors for the purpose of the same.
- J. On the representations of the Lessee that he shall pay the rent and other amounts agreed herein on a timely basis, the Lessors have agreed to give the Leased Property on lease to the Lessee as per the terms and conditions set out in this Deed.

NOW THEREFORE in consideration of the mutual representations, warranties, and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto intending to be legally bound, agree as follows:

1. LEASE

In consideration of the monthly rent, terms and conditions of lease mentioned herein and agreed to by the Lessee, the Lessors hereby grant the lease of the Leased Property to the Lessee and the Lessee hereby accepts the lease of the Leased Property from the Lessors.

2. HANDOVER, LEASE TERM AND RENEWAL

- 2.1. The fourth floor of the Leased Property shall be handed over to the Lessee on an as-is where-is basis after deep cleaning, applying a fresh coat of paint, complete sanitization on 1st August 2022 ("Lease Commencement Date"). However, the fifth floor of the Leased Property shall be handed over to the Lessee on an as-is where-is basis after deep cleaning, applying a fresh coat of paint, complete sanitization on 1st September 2022.
- 2.2. The Rent Commencement Date for the Leased Property shall be as under:
- 4th floor of the Leased Property – 1st August, 2022.
 - 5th floor of the Leased Property – 15th October, 2022 (1st September, 2022 to 14th October, 2022 shall be the rent free period).
- 2.3. The Leased Property shall be handed over by the Lessors to the Lessee on an as-is where-is basis along with fixtures, furniture and fit-outs detailed by way of a separate letter of confirmation. It is clarified that the fixtures, furniture, and fit-outs are part and parcel of the Leased Property.
- 2.4. The Lease Term shall commence and be effective and valid from the Lease Commencement Date.
- 2.5. The Lessee, during the Lease Term (as defined hereunder) and its renewals, shall be responsible to ensure the integrity of the fit-outs and fixtures provided by the Lessors along with the Leased Property.



- 2.6. Unless earlier terminated in accordance with the terms of this Lease Deed, the Lease shall be valid for a period of 10 (ten) years from the Lease Commencement Date of the Leased Property to the Lessee i.e. from 01.08.2022 to 01.08.2032 ("Lease Term").
- 2.7. Initial period of 2 (two) years from the Lease Commencement Date shall be the lock in period ("Lock-in-Period") during which period the Parties shall not be entitled to terminate this Deed, subject to the provisions contained in this Deed.
- 2.8. Upon expiry of the Lease Term, or earlier termination of this Lease Deed, the Lessee shall handover the peaceful, vacant and physical possession of Leased Property strictly on an as is where is basis on the date of expiry/termination of this Lease Deed, to the Lessors.
- 2.9. The Lease Term can be further renewed on mutually agreeable terms ("Renewed Term"). It is clearly agreed and understood that a fresh Lease Deed shall be executed for Renewed Term at least 6 months prior to the expiry of the Lease Term.

3. LEASE RENT AND ESCALATION AND MAINTENANCE:

- 3.1. With effect from the Rent Commencement Date, during the Lease Term the Lessee shall pay a monthly lease rent in advance, in a sum of Rs. 45/- (Rupees Forty-Five only) per square foot of the Leased Property i.e., Rs. 22,74,390/- (Rupees Twenty-two Lakhs Seventy four Thousand Three Hundred and Ninety Only), i.e., Rs. 11,91,600/- for the 4th floor and Rs. 10,82,790/- for the 5th floor, on or before the 7th day of every month to the Lessors ("Lease Rent"), in equal proportion, by way of crossed cheque / bank draft / NEFT / RTGS. The Lease Rent is exclusive of GST, monthly maintenance charges and utility charges.
- 3.2. The Lease Rent shall be enhanced @ 5% at end of every year starting from the Lease Commencement Date.
- 3.3. In addition to the Rent, the Lessee shall be liable to pay in advance an amount of Rs. 9/- (Rupees Nine only) per square foot of the Leased Property, on or before the 7th day of every month as maintenance charges for the Leased Property ("Maintenance Charges") to the Lessors, in equal proportion, for the 4th floor from the Lease Commencement Date, i.e., 1st August 2022 and for the 5th floor from 1st September 2022, without any formal demand from the Lessors. The Lessors may direct the Lessee to pay monthly maintenance charges to any other body or to the designated property management team who have been appointed for the said purpose. The monthly maintenance charges shall be enhanced from time to time, which shall be equally applicable to all occupants of Ramky Selenium and the Lessee shall pay such enhanced charges.



- 3.4. The air handling unit maintenance in respect of the Leased Property shall be taken care of by a designated property management team at no extra cost.
- 3.5. The Lease Rent shall be exclusive of electricity and water consumption charges and the Lessee shall pay the electricity/water bills and other utilities, if any, in respect of the Leased Property directly to the utility service provider and/or to the designated property management team as per the actual bills raised by the concerned authorities as per the readings shown in the electricity and water meters installed at the Leased Property.
- 3.6. The Lessee shall pay the Lease Rent and the maintenance charges along with applicable Goods and Service Tax (GST) and all other applicable taxes, to the Lessor.
- 3.7. All payments of consideration under this Lease Deed shall be subject to withholding / deducting of such taxes as are warranted by any applicable law (TDS under Section 194-I of the Income Tax Act, 1961) and the necessary certificates to the extent of tax deducted shall be handed over by the Lessee to the Lessors.
- 3.8. In case of delay in payment of the Rent or monthly maintenance charges within the time stipulated under this Deed and without prejudice to the right of the Lessors to terminate this Deed, the Lessee shall be liable to pay the Rent and monthly maintenance charges along with interest @ 18% (eighteen percent) from the date on which the Rent fell due till the date of actual payment. This clause shall survive termination of this Deed.
4. INTEREST FREE REFUNDABLE SECURITY DEPOSIT (IFRSD):
- 4.1. The Lessee has paid the Lessors, in equal proportion, an interest free security deposit for a sum of Rs.1,36,46,340/- (Rupees One crore Thirty Six lakhs Forty Six thousand and three hundred and forty Only), equivalent to Lease Rent payable for 6 (six) months ("IFRSD") in the following manner:
- An amount of Rs. 57,40,380/- has been paid by the Lessee to the Lessors and the Lessors acknowledge the receipt of the same
Out of which amount of Rs. 35,74,800/- is towards Security Deposit payable for the 4th Floor and a sum of INR 21,65,580/- ~~has-is~~ towards the Security Deposit payable for 5th floor.
 - An amount of INR 35,74,800/- shall be paid on the execution of the lease deed towards the balance Security Deposit for 4th Floor.
 - An amount of Rs. 21,65,580/- shall be paid by the Lessee to the Lessor on or before 1st April, 2023 towards the 2nd instalment of the Security Deposit of 5th Floor.
 - Balance amount of Rs. 21,65,580/- shall be paid by the Lessee to the Lessor on or before 1st June, 2023 towards the last instalment of the Security Deposit of 5th Floor.



- 4.2. The Lessee shall always maintain the IFRSD during the Lease Term and the Renewed Term, if any.
- 4.3. Upon expiry of the Term or earlier termination of this Deed, the IFRSF shall be refunded by the Lessors to the Lessee, subject to the handing over quiet vacant and peaceful possession of the Leased Property to the Lessors in the same condition that it was received by the Lessee and to the satisfaction of the Lessors and after adjusting therefrom the amounts that may be due (i.e., Rent, maintenance charges, electricity, water, taxes and costs incurred towards repairing damages caused by the Lessee and any other arrears) and payable by the Lessee to the Lessors in term of this Lease Deed ("Permissible Deductions"). The Lessee agrees that the IFRSD cannot be adjusted against the Lease Rent to be paid during the notice period and the Lease Rent shall continue to be paid during the notice period and the IFRSD shall be refunded strictly as stated above.
5. SUB-LETTING & ASSIGNMENT:
- 5.1. The Lessee shall have the right, from the Lease Commencement Date, with prior intimation to the Lessor, to assign the lease of the Leased Premises or sublet all or any portion of the Leased Premises, by execution of a fresh Sub-Lease Deed/Assignment Deed to;
- a) Any entity resulting from a merger or consolidation with the Lessee;
 - b) Any entity succeeding to the business and assets of the Lessee;
 - c) Any entity controlled by, controlling or under common control with the Lessee (each an "Affiliate");
- 5.2. However, in the event of assignment or sub-letting, the Lessee will continue to be responsible for all the obligations including payment of Rent and performance under the definitive agreement.
- 5.3. It shall be the exclusive responsibility of the Lessee to ensure that such sub-lease/assignment shall be co-extensive and co-terminus with the Lease Term or the Renewal Term as the case may be.
6. RIGHTS AND OBLIGATIONS OF THE LESSORS
- 6.1. The Lessors shall at all times be liable to ensure that their title to the Leased Property remains clear and free of any encumbrances.
- 6.2. The Lessors shall make available all the property tax demand notices forthwith, upon receiving them, to the Lessee.



- 6.3. The Lessors shall be entitled to inspect the Leased Property at any reasonable time with prior intimation to the Lessee
- 6.4. The Lessors shall keep the original signed Deed in its custody and provide a copy of the same to the Lessee.

7. RIGHTS AND OBLIGATIONS OF THE LESSEE

- 7.1. Subject to the Lessee making payment of the Lease Rent and all other amounts agreed herein in a timely manner and complying with the terms of this Deed, the Lessee shall have the right to access the Leased Property during the Lease Term, and in the Renewed Term if any.
- 7.2. On and from the Lease Commencement Date, the Lessee undertakes to pay the Rent and the maintenance charges under this Deed and all amounts due to third party service providers including utilities, authorities, etc. regularly and punctually. Further, the Lessee shall be bound to produce copies of such payments for the inspection of the Lessors periodically.
- 7.3. The Lessee shall be responsible for all acts of its staff, employees, representatives and of anyone else, done on its account including any mishaps caused.
- 7.4. The Lessee shall not store or cause to be stored in the Leased Property, goods or merchandise of a hazardous, combustible or dangerous in nature.
- 7.5. Any two-wheeler parking in the Leased Property shall be accommodated only in the car parking slots provided along with the Leased Property.
- 7.6. Any additional car/two-wheeler parking slots may be provided to the Lessee by the Lessors at a mutually agreed price and subject to availability of the same.
- 7.7. The Lessee shall be entitled to install signage in the common area allocated for signage in the Leased Property. The Lessee shall be responsible for procurement, installation, maintenance and removal of any such signage installed, and all costs in connection therewith. Any such signage shall comply with all applicable laws and should not be offensive or derogatory.
- 7.8. The Lessee shall keep and maintain the Leased Property it in a clean condition.
- 7.9. The Lessee shall strictly take all necessary fire safety precautions required as per applicable laws in force.



- 7.10. During the Term, the Lessor shall be responsible to pay the property tax fixed by concerned authority, in respect of the Leased Property. The Lessor shall be solely responsible to make payment of any penalties levied in respect of non-payment of property tax within the time fixed by the concerned authority.
- 7.11. The Lessee will take care of the insurance of all the equipment owned by them and installed in the Leased Premises, and the Lessor will be responsible to take care of the insurance of the Leased Property with all fixtures and furniture to the extent of the equipment installed by the Lessor.
- 7.12. The Lessee shall not, in any manner, obstruct access to or affix permanent/temporary structures on the common areas in the Leased Property.
- 7.13. The Lessee shall permit and fully facilitate the Lessors or their authorized representatives to enter the Leased Property at any point in time for inspection.
- 7.14. The Lessee shall not do or suffer to be done anything in the Leased Property which is or is likely to prejudice the rights of the Lessors to the Leased Property in any manner whatsoever.
- 7.15. The Lessee shall not do anything which will bring disrepute to the Leased Property and is fully responsible for any such acts.

8. REPRESENTATIONS AND WARRANTIES AND COVENANTS

- 8.1. Each Party hereby independently represents and warrants to the other Party as of the date of the execution of this Lease Deed, that:
- a. They have all the requisite power and authority to execute, deliver and perform this Lease Deed and the terms and conditions contained herein.
 - b. This Lease Deed has been validly executed and delivered and constitutes a legal, valid and binding obligation of such Party.
 - c. The execution, delivery and performance of this Lease Deed does not in any way conflict or violate any provision of Law, rule, judgment, order or any other contract applicable to such Party.
 - d. They have no outstanding commitments, liabilities or obligations, contractual or otherwise, which would in any material respect conflict with or impede its ability and right to enter into this Lease Deed or fulfil any and all of its obligations hereunder, or to conduct the business contemplated hereby.



8.2. The Lessee hereby further represents, warrants and covenants that:

- a. The Lessee shall abide by all applicable laws in force from time to time, apply for and keep up to date all requisite material approvals as may be required to carry on its activities in the Leased Property and follow all material applicable statutory requirements.
- b. The Lessee shall be entitled to make use of the Leased Property solely for office usage and for no other purpose without the prior written consent of the Lessors.
- c. The Lessee and all its affiliates shall have the right to use the Leased Premises, provided the use is as per Clause 5 of this Agreement.
- d. The Lessee shall not carry out any business in the Leased Property which is illegal or prohibited under any Indian law in force.
- e. The Lessee shall not store or allow to be stored in the Leased Property any goods, articles, or things of hazardous, inflammable, explosive, corrosive, toxic or combustible nature and shall not do or cause to be done to or in respect of the said premises anything, which may endanger the Schedule Property.
- f. The Lessee shall not carry out any structural additions or alterations in the Leased Property or any part thereof without the prior written consent of the Lessor.
- g. The Lessee shall be solely responsible for the safety and security of all its property, equipment, belongings etc. and acts of its personnel, third parties, visitors etc., in the Leased Property.
- h. The Lessee shall keep and be responsible to safeguard and protect the interiors of the Schedule Property, sanitary, CP fittings, drainage, flooring, walls / painting on the walls, all wood works including doors and windows thereof, toilet blocks, water closets and other conveniences attached there to and all the fixtures and fittings detailed in Annexure-A of this Deed, in clean and good condition (except reasonable wear and tear). The Lessee shall appropriately reimburse / compensate the Lessor in case of any damage / loss to the furniture and fixtures provided by the Lessor.
- i. The Lessee shall not cause anything whatsoever which may be or become a nuisance of annoyance or in any way interfere with the quite or comfort of the neighbourhood or the vicinity. The Lessee shall indemnify the Lessor against any claim made against the Lessor because of breach of this clause.



- j. The Lessee is aware that the Building is designed to provide for an occupancy of 1 person to every 10 Square meters of leasable area. If the Lessee exceeds above occupancy ratio, the Lessor will not be liable for loss of life, injury, damages, claims, etc., in any manner whatsoever, caused as a result of the same. Further, the Lessee shall be solely responsible for safety and security of its employees, visitors or guests who are visiting/ operating in the Leased Property.

9. INDEMNITY AND LIMITATION OF LIABILITY

- 9.1. The Lessee hereby agrees, confirms and undertakes that it shall keep the Lessors jointly and severally indemnified, and defend and hold the Lessor harmless against all losses including third party claims, expenditure, costs, losses and damages made against, incurred or suffered by the Lessor arising out of, relating to or in connection with: (a) breach of any provision of this Deed by the Lessor; (b) by virtue of any suit, proceeding or claim filed or preferred by any person, financial institution, bank, any agency or association of persons against the Lessor in respect of the Leased Property.
- 9.2. In no event shall the Lessors be liable to the Lessee for any special, indirect, incidental, punitive, exemplary, contingent or consequential loss or like damages (including loss of profit or business) or any claim for lost opportunity or any action in tort suffered by the Lessee.

10. TERMINATION AND CONSEQUENCES OF TERMINATION

- 10.1. The Lessors may terminate this Deed immediately at any time, notwithstanding the stipulated Term or the Lock-In Period, in the event the Lessee: (i) fails to pay the Rent or the maintenance charges or any other payments due under this Deed (or a part thereof) consecutively for a period of 3 (three) months; and/or (ii) the Lessee committing a breach of the terms of this Agreement and failing to rectify the same within 7 (seven) days from the receipt of a written notice to that effect from the Lessors.
- 10.2. In consideration of the Lease granted under this Deed, the Lessee shall not be entitled to terminate this Deed during the Lock-In Period under any circumstances.



- 10.3. After the expiry of the Lock-in Period, Lessee may terminate this Deed without any cause by providing 6 (six) months prior written notice to the other Party.
- 10.4. This Deed shall stand automatically terminated on the expiry of the Term if the Parties do not agree to renew this Deed.
- 10.5. Upon any termination of the Deed, the Lessors, in equal proportion, shall refund to the Lessee the IFRSD, after making the Permissible Deductions and simultaneous with the Lessee handing over the physical vacant possession of the Leased Property to the Lessors in the same condition it was handed over on the Lease Commencement Date.
- 10.6. In case the Lessee terminates this Deed during the Lock-in Period, the Lessee shall be required to pay the entire Rent and the maintenance charges to the Lessors for the remainder of the Lock-in Period and shall be liable to forfeit the IFRSD.
- 10.7. The Parties further agree that in the event the Lessee does not handover possession of the Leased Property to the Lessors on the date of expiry of this Deed or termination of this Deed, the Lessee shall be liable to make payment of the Rent and the Maintenance Charges, along with interest at 24% (Twenty-Four Percent) calculated from the date of expiry of the Deed or issuance of the notice of termination, as the case maybe, till the date on which the Lessee hands over the physical and vacant possession of the Premises to the satisfaction of the Lessors.

11. FORCE MAJEURE / NON PERFORMANCE OF OBLIGATIONS:

- 11.1. If the performance by either Party, of any of its obligations under this Deed is prevented, restricted or interfered with by reason of any catastrophic event, including but not limited to fire, flood, incessant rain, earthquake, explosion, accident, riots, strike, falling objects, war (declared and undeclared), civil commotion, terrorist attacks, sabotage political disturbance, mob violence or other violence, shortage or non – availability of labour or construction materials, any law or regulation of any government, eminent domain, lockdown, also such other act of God such as a natural calamity, pandemic, epidemic (each such event shall be called a “Force Majeure” event), then the Party affected shall be excused from such performance to the extent of such prevention, limitation, hindrance, restriction or interference. The affected Party shall give prompt written notice within 30 days from the date of the occurrence of the Force Majeure event. However, such Party shall use reasonable efforts to avoid or remove such cause of non-performance and shall continue performance hereunder whenever such causes are removed. Further, where any timelines have been specified for completion of any obligation, the time available to such party for performance of such obligation shall stand extended for the period of time during which such prevention, restriction or interference and its effects shall continue.



- 11.2. Neither Party shall be liable for failure to perform or fulfil any of its obligations to the extent that its performance is prevented by a Force Majeure Event rendering the Premises unfit or uninhabitable or unusable. Notwithstanding the foregoing, upon the occurrence of a Force Majeure Event, the Lessee shall continue to be liable to pay the electricity and other utilities if the computer servers, power, HVAC continues to be in use in the leased premises during the Force Majeure Event.
- 11.3. Further, in the event that the Premises or any part thereof, (including installations if any, therein provided by the Lessor), are at any time during the term of the lease destroyed or damaged due to a Force Majeure Event, so as to render the Premises and installations, if any, therein provided by the Lessor or any part thereof wholly or partially unfit for use by the Lessee, the Lessor shall, notwithstanding anything contrary contained in this Deed, have the option either forthwith or within one month after the event upon which the right to exercise such option arises to determine the lease by a notice of 30 (Thirty) days, in writing to the Lessee. The Lessor shall be liable to refund the Security Deposit upon the vacation of the Premises by the Lessee in accordance with the terms of the Lease Deed.
- 11.4. In the event of the Lessor agreeing to repair or to make good or reinstate the Premises, or any part thereof so damaged or destroyed, to the former state and condition thereof, the rent or the proportionate part thereof shall cease to be payable from the time of such destruction or interruption until such time as the Premises or such part thereof, as the case may be, is repaired or made good or reinstated and the Lessee, shall when called upon to do so by the Lessor, temporarily release the whole or such portion of the Premises, to enable the Lessor to repair or make good or reinstate the same.

12. SALE / MORTGAGE / TRANSFER:

- 12.1. In the event the Lessors transfer either by way of sale or mortgage or creates a third party charge / right in any manner whatsoever, on Leased Property, such creation of mortgage / charge / third party right shall not affect the rights of the Lessee to use Leased Property during Lease Term.
- 12.2. In case of sale, upon intimation by the Lessors, the Lessee shall attorn as a tenant to the new transferee on the same terms and conditions as stated in this Lease Deed. The Lessors shall be responsible to ensure that the new transferee executes such documents/agreements etc. as are necessary to reflect such attornment.

13. CONFIDENTIALITY

Both the Parties herein shall maintain this understanding in strict confidence and shall not disclose the commercial terms of this Deed to any third party without the consent of the other party in writing.



14. GOVERNING LAW & DISPUTE RESOLUTION:

This Lease Deed shall be governed and interpreted by, and construed in accordance with the laws of India. The courts at Hyderabad shall have the exclusive jurisdiction to preside over disputes arising out of this Lease Deed.

15. MISCELLANEOUS:

15.1. WAIVER: Failure of either Party to enforce at any time or for any period of time the provisions hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision hereof.

15.2. SEVERABILITY: If any provision is determined to be void or unenforceable under Laws, such provisions of this Lease Deed shall be deemed amended or deleted to the extent necessary to conform to Laws and the remaining provisions of this Lease Deed shall remain valid and enforceable.

15.3. ONLY LESSOR-LESSEE RELATIONSHIP: Nothing contained herein shall be deemed or construed by the Parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto or any other relationship, other than the relationship of the Lessor and the Lessee.

15.4. EXECUTION AND REGISTRATION OF LEASE DEED: the stamp duty and registration charges should be equally borne by the lessor and the lessee.

15.5. MODIFICATION / AMENDMENT / VARIATION: This Lease Deed shall not be changed or modified except by written amendment by way of an addendum duly agreed and signed by both the Parties.

15.6. NOTICES: Any notice, letter or communication to be made, served or communicated unto either Party under these presents shall be in writing and shall be deemed to be duly made, served or communicated only if the notice, letter or communication is addressed to other Party, at the address given hereinabove or such other addresses as may be intimated in writing, and sent by registered post / fax / email (given hereunder) / speed post or delivered personally with acknowledgement.

15.7. COUNTERPARTS: This Lease Deed may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Lease Deed by signing any one or more of such originals or counterparts.



- 15.8. ENTIRE LEASE DEED: This Lease Deed along with the annexure(s) constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, written or oral, correspondences, and / or any / all agreements, understanding etc. between the Parties.
- 15.9. The Parties agree that, having regard to all the circumstances, the covenants contained herein are reasonable and necessary for the protection of the Parties and their investments. If any such covenant is held to be void the covenant will apply with such minimum modifications regarding its scope and duration as may be necessary to make it valid and effective.

SCHEDULE A

DETAILS OF THE SCHEDULE PROPERTY

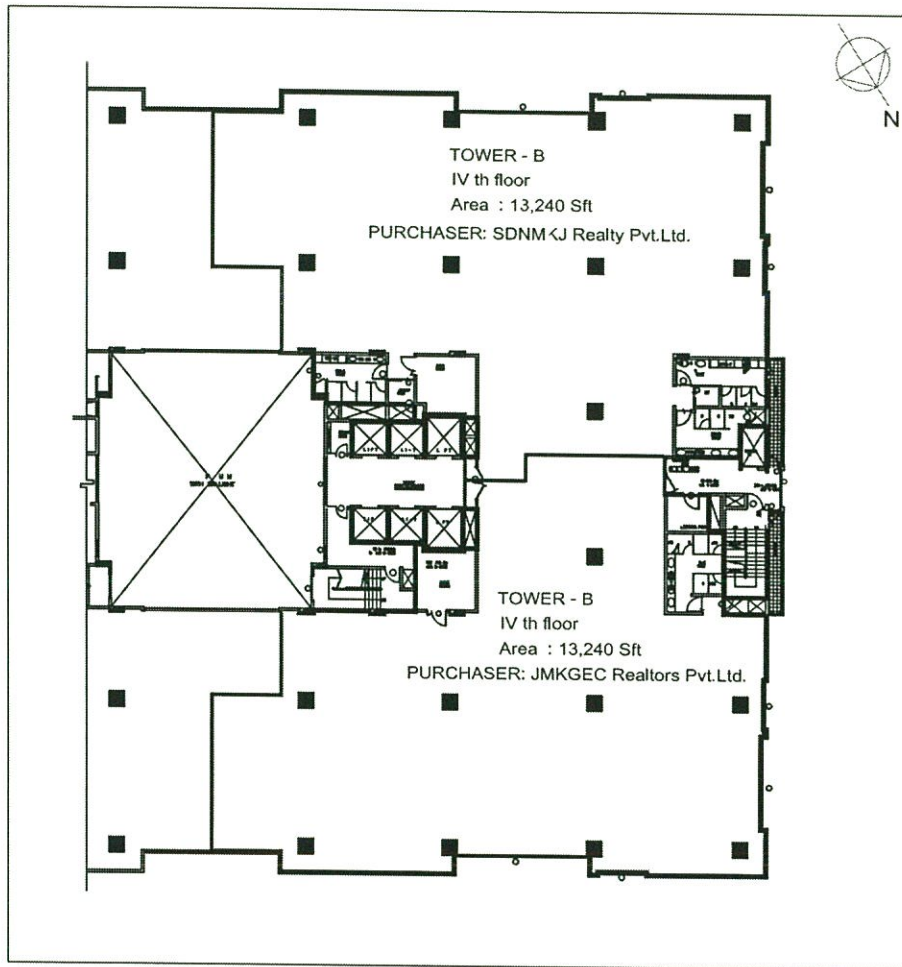
All that building with built-up area admeasuring 50,542 Sq. ft., of which 26,480 sq ft. is on the 4th Floor and 24,062 sq. ft. is on the 5th floor of tower B, along with 68 car parking slots in the upper and the lower basement in the building known as Ramky Selenium, situated at Plot No. 31 part and 32 in Sy.No.115/22, 115/24, 115/25 at Financial District, Nanakramguda, Serilingampally, R.R. District, Telangana and bounded by: -

NORTH: Open to Sky
SOUTH: Open to Sky
EAST: Tower A, Lift& Staircase
WEST: Open to Sky



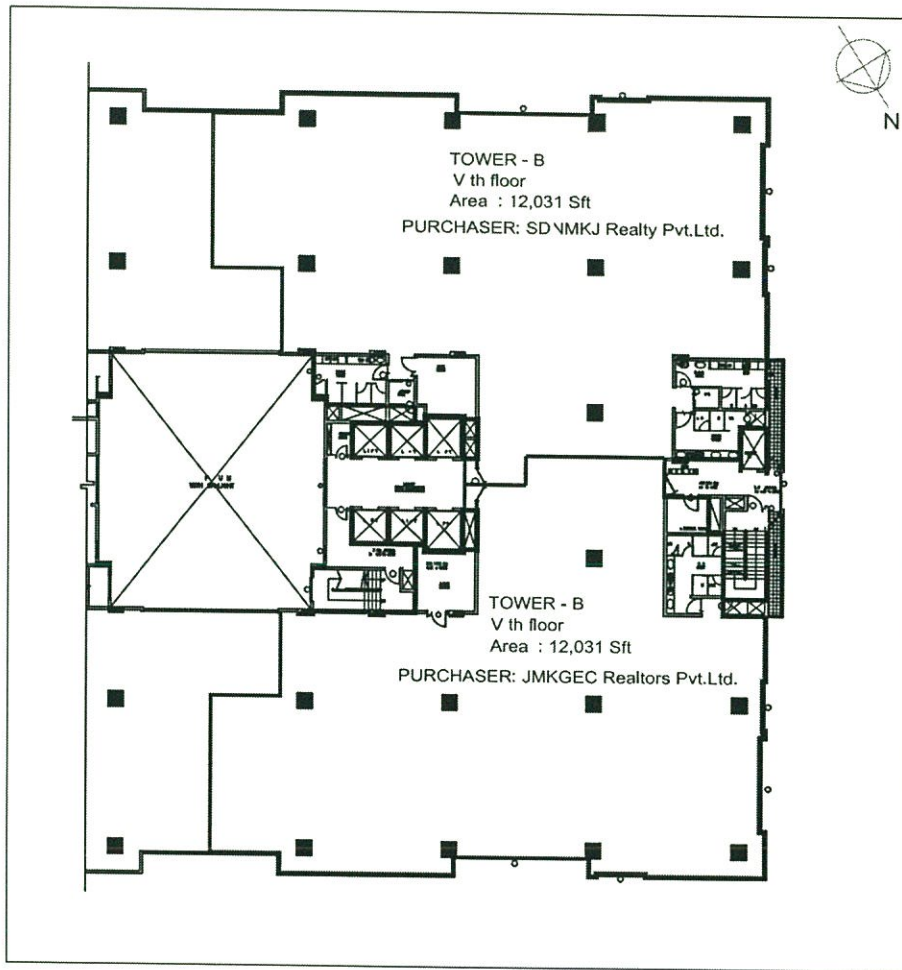
SCHEDULE B

PLAN of RAMKY SELENIUM- 4th Floor, B wing admeasuring about 26,480 sq ft.



SCHEDULE C

PLAN of RAMKY SELENIUM- 5th FLOOR, B wing admeasuring about 24,062 sq ft.



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

LESSOR 1

JMKGEC Realtors Private Limited,
Sayed Waseem Akhtar:
authorized signatory



LESSOR 2

SDNMKJ Realty Private Limited,
Sayed Waseem Akhtar:
authorized signatory



LESSEE

Ojas Innovative Technologies Private Limited
Name: Rama Murthy Jaligama
authorized signatory



Witness No.1:

Name: Rohit Poakash
Address: C&W Hyderabad



Witness No.2:

Name: Sapna Bisht
Address: C&W Hyderabad

