



ಕರ್ನಾಟಕ ರಾಜ್ಯ ವಿದ್ಯುನ್ಮಾನ ಅಭಿವೃದ್ಧಿ ನಿಗಮ ನಿಯಮಿತ
Karnataka State Electronics Development Corporation Ltd.

(A Government of Karnataka Enterprise)

Ref: KSEDC/ITP-S/AL-109 &110/2021-22

Date: 03-07-2021

M/s KADMS Data Solutions Pvt Ltd,
No 20/2, 9th cross, Agrahara Dasarahalli,
Bangalore-560079.
Mob: 8884443371.

Sub: Letter of allotment of IT Space on lease rentals at IT Park, Shivamogga.

Ref: Your request application for Allotment Dated: 15-06-2021

This is further reference to the above, requesting for allotment of space on lease rental basis in KEONICS I T Park, Shivamogga, we are pleased to allot space as detailed below.

Block No.	Floor	Leased area in Sq. ft	Rent Rate per Sq. ft. in Rs.	Total Rent in Rs
109 & Part of 110	First Floor	1162.10 Sq. ft (781.5 Sq. ft +380.6 Sq. ft)	15	17431.50 + GST

The above allotment is subject to the following conditions: -

1. Lease rent per month is chargeable on the total lease area indicated at column (3).
2. Lease rentals are Rs.15/- per sq. ft per month, inclusive of maintenance charges to meet the expenses towards the maintenance and common expenses like security, electricity of the common area, housekeeping etc.
3. Allottee has to pay security deposit advance amount of 10 months lease rentals by Demand Draft drawn in favour of KEONICS payable at Bengaluru within 15 days from the date of allotment. Minimum 10% of security deposit amount will be forfeited if the allottee withdraws before entering into lease/rent agreement. If the allottee vacates the leased premises within 10 months of agreement, advance security deposit amount will not be paid/refunded.
4. Allottee has to utilize the IT space for the purpose IT related activities and any change in activities has to be with written permission from the component authority from KEONICS.
5. Allottee has to provide 60% of employment to Kannadigas.

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DARSHAN.R
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6. KEONICS will allot the space as warm shell and the allottee has to make their own arrangements for interior, internal electrical.
7. The allotment is for the specific firm/entrepreneur and is not transferable.
8. Allottee has to enter into lease agreement on Rs.200.00 stamp paper along with the security deposit amount within 15 days.
9. Sooner the allottee fulfills condition (4) KEONICS will issue the Possession Certificate immediately and hand over the Possession of the requested space.
10. The lease rental maintenance, water, electricity and other charges commences from the date of the issue of Possession Certificate, permanent structures will be not allowed.
11. If the allottee does not meet any of the above condition within 15 days from the date of the allotment, the allotment stands cancelled without any correspondences in this regard.
12. KEONICS has the right to cancel and re-allot the space if the allottee has failed to comply with the above clauses / conditions within 15 days from the date of the allotment.

Thanking you,

Yours faithfully,

For K.S.E.D.C Ltd.


Manager - Tech.

R. CHANDRIKA DEVI
Manager



Darshan. R

9986501001

3/7/2021



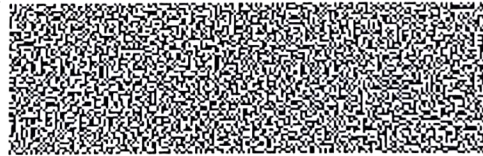
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INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA47430011759937T
 Certificate Issued Date : 15-Jul-2021 10:29 AM
 Account Reference : NONACC (FI)/ kabacsl08/ HIGH COURT/ KA-BA
 Unique Doc. Reference : SUBIN-KAKABACSL0860367107957328T
 Purchased by : KADMS DATA SOLUTIONS PVT LTD
 Description of Document : Article 12 Bond
 Description : AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : KEONICS BANGALORE
 Second Party : KADMS DATA SOLUTIONS PVT LTD
 Stamp Duty Paid By : KADMS DATA SOLUTIONS PVT LTD
 Stamp Duty Amount(Rs.) : 200
 (Two Hundred only)



Please write or type below this line

LEASE DEED

THIS Indenture of LEASE DEED is made and executed on the 1st day of July 2021 (01.07.2021) at Bangalore.

BETWEEN

M/s. Karnataka State Electronics Development Corporation Limited, (KEONICS)
 Rep by its Managing Director,
 2nd Floor, TTMC "A" Block, BMTC,
 Shanthinagar, K.H.Road, Bengaluru- 560027

KADMS DATA SOLUTIONS PRIVATE LIMITED
 # 20/2, 9th Cross, Agrahara, Dasarahalli
 BANGALORE 560 079

R. CHANDRIKA DEVI
 Manager
 KARNATAKA STATE ELECTRONIC
 DEVELOPMENT CORPORATION LI
 2nd FLOOR, TTMC "A" BLOCK
 BMTC, SHANTHINAGAR, K.H. RO
 BANGALORE-560027

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(HEREINAFTER referred to for short as the LESSOR which term shall mean and include all its Successors, Legal Heirs, Legal Representatives, Assigns, Administrators and Executors) of the ONE PART.

AND

M/s. KADMS DATA SOLUTIONS PRIVATE LIMITED, PAN No.AAICK6931D

A Company incorporated under the Provisions of the Companies Act, 1956,
Having its Registered Office at:
#20/2, 9th Cross, Agrahara Dasarahalli,
Bangalore – 560 079,
Represented by its Authorized Signatory,
Sri. Renukaiah.R.S,
S/o. Sri. Siddalingaiah,
Aged about 65 Years,
Residing at No.#53, 2nd Cross, Mahadeshwara Nagar,
Hearohalli cross, Bangalore North,
Vishwaneedum Post, Bangalore-560091

(HEREINAFTER referred to for short as the LESSEE which term shall mean and include all its Successors, Legal Heirs, Legal Representatives, Assigns, Administrators and Executors) of the OTHER PART.

WITNESSETH AS FOLLOWS:


WHEREAS the Lessor is the absolute owner and in possession of the IT space bearing, KEONICS IT Park, Shivamogga and **WHEREAS** the LESSEE has approached the LESSOR to take on LEASE of the super built up area of 1162.10 sq. ft., in the 1st Floor, 109 & Part of 110 Block of the Schedule Premises for the purpose of operating a IT/ITES/Supporting/Govt Company:

The LESSOR has agreed to LEASE out to the LESSEE the Schedule Premises on the terms and conditions set out herein below:

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

1) PURPOSE:

That the Lessor hereby allots to the LESSEE to carry out the related IT/ITES activity in the Schedule Premises. That in consideration of the rent hereinafter specified and of the covenants and conditions hereinafter contained and on the part of the LESSEE to be paid, observed and performed, the LESSOR hereby leases to the LESSEE the Schedule Premises in accordance with the term of this Lease Deed.


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Floor	Carpet Area in Sq. ft.	Common Area in Sq. ft.	Total Area in Sq. ft.	Rent & Maintenance Rate/ Sq. ft. in Rs.	Total Rent in Rs. Per month
1 st	781.50	380.60	1162.10	Rs.7-00	8135-00

2) **VALIDITY OF THE LEASE AGREEMENT:**

The duration of the lease agreement will be for a period of **One Year** from 1st July 2021 to 30th June 2022 and is subject to renewal every year further thereafter under mutually agreed terms and conditions by both the parties.

3) **USAGE:**

The LESSEE shall utilize the Schedule Premises for operating IT/ITES activity only on the specified Floor mentioned above. The LESSEE is not authorized to carry out any activities which are not related to IT/ITES. However, the LESSEE shall not have right and permission to assign, underlet or sublet the premises or any part thereof or transfer or assign this lease or any part thereof or part with possession of the schedule premises or any part thereof to any other third party.

4) **INSPECTION:**

The LESSEE shall permit the LESSOR or its officers during reasonable hours in the day time and upon making prior appointment and with the consent of the LESSEE to inspect the Leased Premises and will permit the Lessor to carry out such works within the Leased Premises.

5) **RENT, PROPERTY MAINTENANCE & ESCALATION:**

The LESSEE shall pay to the LESSOR revised Rent rate of Rs.5/- per Sq. ft. per month & Maintenance charges of Rs.2/- per Sq. ft. per month (Rs.7/- per Sq. ft. per month) on the allotted total area (common area and carpet area) mentioned above for IT work space for all IT entrepreneurs and revised Rent rate of Rs.5/- per Sq. ft. per month & Maintenance charges of Rs.2/- per Sq. ft. per month (Rs.7/- per Sq. ft. per month) on the allotted total area (common area and carpet area) mentioned above for non IT work space and ground floor. In addition, the LESSEE shall pay applicable Goods & Service Tax on monthly Rent & Maintenance charges to the LESSOR. The Rent & Maintenance charges are subject to statutory tax deduction at source. Subsequently


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after the completion of one year/every year, 5% escalation/ enhancement on the last paid Rent charges, Maintenance charges is Rs.1/- on the last paid rent & maintenance.
The Lessee shall enter into renewal of agreement with the LESSOR every year.

6) **PARKING CHARGES:**

The LESSEE shall pay a sum of Rs.500/- for one Covered 4 Wheeler Parking slot & Rs. 200/- for one 2-Wheeler Parking Slot. The LESSEE shall not park the Car in the Slot allotted to the other Tenants in the building. The above mentioned slots do not include the Service Taxes and other Taxes to be paid or to be decided by the Govt. of India / Ministry of Finance. The LESSEE shall pay applicable Goods& Service Tax.

7) **WATER CHARGES:**

The water charges shall be paid to KEONICS or the concerned authority as per actuals.

8) **ELECTRICITY CHARGES:**

The "LESSEE" shall pay to the LESSOR on a monthly basis based on the actual meter reading of the consumption. This payment will be made on or before 10th of every month subject to submission of bills not later than 9th of every month.

9) **SECURITY DEPOSIT:**


a) Prior to the date of execution of this Agreement of Lease Deed, M/s KADMS Data Solutions Private Limited the LESSEE has paid interest free security deposit of Rs. 1,75,000/- (Rupees One Lakh Seventy Five Thousand only) vide RTGS Transaction Reference number N186211554696319 dated 5th July 2021 paid at by way of RTGS transfer to C/A of KARNATAKA STATE ELECTRONICS DEVELOPMENT CORPORATION LIMITED (KEONICS), bearing account number 73960200000967, IFSC code BARBOVJSHAN, MICR Code 560012150, Bank of Baroda, Shanthinagar, Bangalore - 560027 deposited with the LESSOR.

b) The LESSOR shall deposit the differential security deposit of revised current rate of rent and maintenance charges of the allotted schedule premises.

c) The LESSOR shall refund the Security Deposit to the LESSEE simultaneously with the handing over of the vacant possession of the schedule premises by the LESSEE after deducting the dues if any.


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- d) If the LESSEE vacates the leased Schedule premises before 10 months of the leased period with or without notice, the LESSOR will NOT refund the complete 10 months deposit amount paid by the LESSEE.
- e) The LESSOR shall refund the said deposit forthwith upon the LESSEE delivering vacant possession of the Schedule Premises. The LESSEE shall vacate the schedule premises without any further obligation on expiry of lease period.

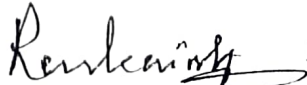
10) COVENANTS OF THE LESSEE:

The LESSEE hereby covenants with the LESSOR as follows:

- (a) To pay the monthly rent along with maintenance charges for the Schedule total allotted premises during the term in arrears on or before the 10th of succeeding month by one Demand Draft payable at Bangalore in favour of KEONICS, BANGALORE or by way of RTGS transfer to C/A of KARNATAKA STATE ELECTRONICS DEVELOPMENT CORPORATION LIMITED (KEONICS), bearing account number 73960200000967, IFSC: BARB0VJSHAN, MICR Code 560012150, Bank of Baroda, Shanthinagar, Bangalore – 27.
- (b) To bear the Service Tax and any new taxes applicable towards the rent/security deposit.
- (c) To pay directly to the authorities all charges of electricity and water consumed by the LESSEE as per the bills raised by the respective authorities at the Schedule Premises; in case the corporation water is inadequate the LESSOR shall supply water to the LESSEE from the bore well/ Tanker. The bore well/ tanker amount will be equally distributed to all the tenants.
- (d) To yield and deliver vacant possession of the Schedule Premises to the LESSOR on the expiry or termination of this Lease Deed in neat and tidy condition including the glass façade, except normal wear and tear.
- (e) To cooperate with the LESSOR, in the event the LESSOR, in future construct more floors to the Building and is able to obtain requisite approvals from the Government Authorities. However, such constructions should not disrupt the LESSEE's commercial and operational concerns in the Schedule Premises.
- (f) Delayed Payment: If LESSEE does not pay the Rent, Maintenance, Water & Electricity for a month of the preceding month, for delayed payments LESSEE has to pay one percent (1 %) interest charges per month on the overdue amount. Maximum delayed period is only of six (6) months.
- (g) The LESSEE may use the Schedule Premises on a twenty-four (24) hours a day/seven (7) days a week basis and enjoy unhindered possession of the Schedule Premises.


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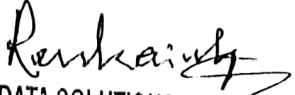
- (h) Damages: LESSEE should not damage any civil construction, fittings and accessories. LESSEE has to bear the cost of damages as decided by the LESSOR at the time of vacating the Leased Premises.
- (i) The LESSEE shall not display or exhibit pictures, posters, statues or other articles which are obscene, indecent, immoral or otherwise improper. The LESSEE is however entitled to put up the name board/ signage pertaining to the office being carried on in the inside premises, with out in any way affecting the design and beauty of the building. If The LESSEE desires to display on other part of the IT Park building, they shall obtain prior written permission from The LESSOR.
- (j) On the expiry of the lease period in the agreement under the terms and conditions there of any belongings of the LESSEE found in the allotted premises shall be liable to auctioned unless claimed within a fortnight of the expiry of the leased period. The LESSOR shall be entitled to appropriate proceeds from such sale against dues from the LESSEE and the balance if any shall be paid over to the LESSEE after deducting the cost of auction.
- (k) The LESSEE shall undertake fire safety works/ unforeseen contingencies at their own cost.
- (l) The interior works will have to carry out by the LESSEE at their own cost without structural alteration/ damage.

11) **INDEMINIFICATION:**

- a) The LESSOR hereby indemnifies the LESSEE against any interference if any, by the LESSOR or anybody claiming through him in the manner of peaceful and lawful occupation and use of the LESSEE in the Schedule Premises till the end of the Term as herein above agreed. The LESSOR will also have the option to terminate the Lease with immediate effect.
- b) **Termination:** Termination of this Agreement may be occasioned by any of the following events:
LESSEE reserves the right to terminate the Lease (for any reason whatsoever) by providing 3 (Three) months advance written notice to the Lessor at any time in the duration of the Lease period.
If the LESSEE terminates the leased Schedule premises before 10 months of the leased period with or without notice, the LESSOR will NOT refund the complete 10 months deposit amount paid by the LESSEE.
The LESSOR however shall have the right to terminate this lease any time in case of breach of any of the provisions of this lease by the LESSEE by giving prior written notice of at least 3 (Three months) in advance of the termination date, unless the defaulting party has cured the breach before expiration of the notice period and in which case the lease shall not be terminated.
- c) In the event of default on the part of the LESSEE to pay rents consecutively for a period of three months, and or if the LESSEE contravenes any of the terms and conditions herein stipulated., the LESSOR shall give notice of 30 days to the LESSEE and upon continued failure by the LESSEE to pay the rent or remedy the contravention, the LESSORS shall


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thereafter be entitled to lawfully evict the LESSEE out from the Schedule Premises, re-enter the property and take possession of the Leased Premises irrespective of period of lease and deduct the rental fallen due from the deposit.

- d) If either party desires to terminate before 3 Months' notice period, rent & Maintenance Charges for the extent of the early vacating period will have to be paid by the LESSEE.

12) LESSOR'S COVENANTS:

The LESSOR covenants with the LESSEE as follows:

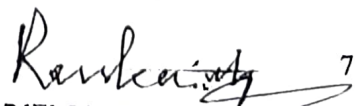
- (a) The LESSEE, upon paying the rent, observing and performing the terms, conditions and covenants of this Agreement, hereby reserves the right to and shall be entitled to quiet possession and peaceful, uninterrupted and unencumbered enjoyment of the Leased Premises without any manner of hindrance, interruption or disturbance by or from the LESSOR or by any person or persons claiming to act through or under or in trust for the LESSOR or their representatives during the entire period of lease. In this regard, the LESSOR shall ensure that the Schedule Property is kept free from any charges and encumbrances during the period of lease, so as not to adversely affect the right of occupancy of the LESSEE over the Leased Premises.
- (b) To allow the LESSEE to enjoy quiet and peaceful possession of the Schedule Premises during the entire period of the Lease and the renewal thereof without any interruption by the LESSOR or any person or persons lawfully claiming either through or under or in trust for the LESSOR or otherwise however.
- (c) Additions & Alternations: The LESSEE shall not, carry out structural/civil modifications in respect of the Schedule Premises which may affect the structural soundness of the building without the prior permission/consent of the LESSOR. However, the LESSEE is allowed to build temporary partitions made out wood, glass or gypsum inside the schedule Premises. The LESSEE is not allowed to build civil work for making sink in the pantry with written permission from the LESSOR. The LESSEE is not entitled to make any additions or alterations to the scheduled property without the consent of the LESSOR. The LESSEE should keep the Schedule Premises in good order and proper tenantable condition.
- (d) In the case of judicial order / quasi-judicial order if the LESSEE is terminated, in such event the LESSOR is not liable to pay any damages or compensations and cost incurred by LESSEE in establishing their office.

13) FORCE MAJEURE:

KEONICS shall not be liable or bound to be in default to compensate for the loss or damages of any kind either by war crime, theft, an earthquake, fire, storm, tempest, flood, act of God, act of terrorism, war or any other irresistible force or otherwise any manner


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whatsoever for the losses incurred by the LESSEE (inside the leased premises) during the period of agreement in force.

14) **INSURANCE:**

The LESSOR shall, at his own cost and expense take out a comprehensive insurance coverage comprising of insurance against fire, storm, flood, earth quake and riots of the Schedule Property, which insurance coverage shall be in full force and effect during the entire period of the lease. This Insurance by the LESSOR will be for the Building structure only for its full replacement cost, and shall not cover for the fixtures, fittings and all Accessories installed by the LESSEE.

15) **NOTICE:**

Any notice required to be given under the Lease shall be in writing and shall be served on the LESSEE at the Schedule Premises with a copy to its address first herein before mentioned and to the LESSOR at his address first hereinbefore mentioned. Either Party may notify to the other in writing of any change in such address for services of notice upon it. The Notices shall be served personally, by Registered Post.

16) **DISPUTE RESOLUTION MECHANISM:**

In the event of any claim, dispute or difference arising between the Parties, arising out of or in relation to this Lease Deed, or in connection with any right or duty under this Lease Deed or as to effect, interpretation or application thereof, including without limitation the breach, termination, ineffectiveness or invalidity thereof, the Parties will endeavor to negotiate a mutually satisfactory solution by approaching the Managing Director, KEONICS. However, in the event of failure of this exercise and should any of the Parties are constrained to approach any Court of Law to vindicate their stand, they shall do so by approaching any Court of Law having geographical and pecuniary jurisdiction in Bangalore only as per the provisions of Karnataka Public Premises (Eviction of unauthorized occupants) act 1974.

17) **EXECUTION OF LEASE DEED:**

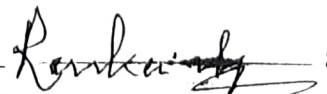
This Deed may be executed in Two original sets of Rs. 200/- bond paper each. Each Deed shall be retained by the LESSEE and the LESSOR.

18) **LEGAL JURISDICTION:**

Any dispute between both the parties the legal jurisdiction will be BANGALORE only.


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