



ಕರ್ನಾಟಕ ರಾಜ್ಯ ವಿದ್ಯುನ್ಮಾನ ಅಭಿವೃದ್ಧಿ ನಿಗಮ ನಿಯಮಿತ
Karnataka State Electronics Development Corporation Limited
(A Government of Karnataka Enterprise)
CIN No U75112KA1976SGC003055

KSEDC/ITP-H/KNW/2022-23

Date: 28.04.2022

M/s. Kriya Next Wealth Private Limited,
#3578, 2nd Floor, 13th G Main,
Service Road, HAL 2nd Stage,
Bangalore- 560 008

Sir,

Sub: Allotment of Office Space at IT Park Hubli.
Ref: 1) Your Application Dated: 28.03.2022

This is further reference to your application referred above for allotment of IT work space in KEONICS IT Park, Hubli. We are pleased to inform you that, we have accepted your application and we are pleased to allot IT work space from 01.06.2022.

Organization Name	Total Area in Sq. Ft.	Rate of (Rent+Maint)	Total Rent & Maintenance in Rs.
Kriya Next Wealth Private Limited	8227 Sq. Ft.	24+4 = 28/-	2,30,356
GST @ actual			
Total			2,30,356

The above allotment is subject the following conditions:

1. Lease rentals are Rs. 24/- per sq. ft. per month valid up to Three (3) Years. There after lease rentals will be enhanced 15% on last paid rent or as decided by the KEONICS Board.
2. Apart from Lease rentals the allottee need to pay Rs. 4/- per sq. ft. on the total lease area as maintenance charges. .
3. Allottee has to pay security deposit advance of 10 months lease rentals (total lease area x lease rent) by Demand Draft drawn in favour of KEONICS payable at Bangalore.
4. Allottee has to utilize the IT work space for the purpose allotted and any change in activity has to be with written permission from the competent authority from KEONICS.
5. KEONICS will allot the IT work space as warm shell and the Allottee has to make his/her own arrangement for interior, internal electrical, AC and networking.




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6. The allotment is for the specific firm and the entrepreneur is not transferrable.
7. Allottee may intimate by email to Manager IT Parks the acceptance of this allotment offer.
8. Allottee has to enter into Lease agreement as per the draft enclosed.
9. Allottee to send following within 15 days
 - a. Singed lease agreement on Rs. 200 stamp paper along with
 - b. Security deposit Amount.
10. Sooner the Allottee fulfills condition (9a) and (9b), KEONICS will issue the possession certificate immediately and hand over the possession of the IT work space.
11. The lease rents and maintenance charges commence from the date of the issue of the Possession Certificate.
12. This letter of the Intent is valid for 15 days from the date if issued.
13. If the Allottee does not meet any of the (9a) and (9b) condition within 15 days from the date of the allotment, the allotment stands cancelled without any correspondences in this regard.
14. KEONICS has full rights to cancel and re-allot the IT work space if the allottee has failed to comply with clause (9a) and (9b) condition within 15 days from the date of the allotment.

Thanking You,

Yours faithfully,
for KEONICS,


Manager (IT Parks)

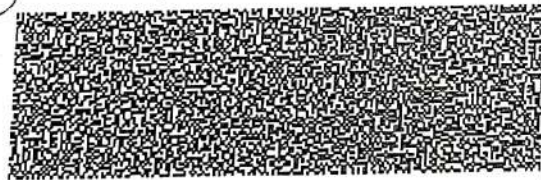


INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA37538126820019U
Certificate Issued Date : 06-Jun-2022 03:10 PM
Account Reference : NONACC (FI)/ kacrsf108/ HUBLI/ KA-DW
Unique Doc. Reference : SUBIN-KAKACRSFL0800077210787905U
Purchased by : KRIYA NEXTWEALTH PRIVATE LIMITED
Description of Document : Article 12 Bond
Description : RENT AGREEMENT
Consideration Price (Rs.) : 0 (Zero)
First Party : KEONICS
Second Party : KRIYA NEXTWEALTH PRIVATE LIMITED
Stamp Duty Paid By : KRIYA NEXTWEALTH PRIVATE LIMITED
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 30th day of May 2022 at Bangalore. BETWEEN

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

(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. KRIYA NEXTWEALTH PRIVATE LIMITED

PAN No. AAECK0255C

a Company incorporated under the Provisions of the Companies Act, 1956,

Signature of Shriwananda K.S. Manager-Technical



Signature of P. H. N. N.



Statutory Alert

- 1. The genuineness of the Stamp certificate should be verified at www.shille.in or using e-Stamp Mobile App of Stock Holding
2. Any discrepancy in the details on this Certificate and as available on the e-Stamp Mobile App renders it invalid
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Having its Registered Office at:

Second Floor, Bearing no 3578, 13th G Main Service Road HAL 2nd Stage, Bangalore, Bengaluru Urban, Karnataka, 560008

Represented by its Authorized Signatory,
Sri. Raghu Nath R,
S/o. Sri. Ravinath,
Aged about 40 Years,
Residing at No. 109, Door No: 2-1254/1,
Officers Lane, Kongareddy palli,
Chittoor - 517001

(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 commercial space bearing City Survey No.121-A, Ward No.3, IT Park, Opp. Indira Glass House, on the Pune-Bengaluru Highway Road, Hubli, and WHEREAS the LESSEE has approached the LESSOR to take on LEASE of the super built up area of 8227 sq.ft., in the 2nd Floor, A 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.

Sl. No.	SHOP or Office NO & Floor	Carpet Area in SFT	Common Area in SFT	Total Area in SFT	Rent Rate/SFT in Rs.	Maintenance Charges/ SFT in Rs.	Total Rent in Rs.
1)	Office, A Block. 2 nd floor	7720 Sft	507 Sft	8227 Sft	Rs 24/-	Rs 4/-	Rs 2,30,356/-


Shivananda K.S.
SHIVANANDA.K.S.
Manager-Technical
KEONICS

R. R. N.
R. R. N.



1. Goods and Services Tax ("GST"):

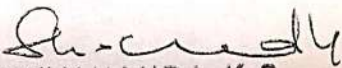
- A. The Lessors and Lessee agree and confirm that the Rent payable by Lessee specified herein is exclusive of GST. In addition to the Rent, the Lessee agrees to pay the GST as may be applicable on Rent upon receipt of valid Tax Invoice from the Lessors. Lessors shall submit to Lessee, Tax Invoice of preceding month for payment mentioning the Rent payable and the component of GST.
- B. The Lessors shall upload the Tax Invoice and files Form GSTR-1 / Form GST ANX-1 or any other prescribed format of the government in GSTN Government Portal within due date prescribed in GST Law / Rules to enable the Lessee to accept and avail the input tax credit. If Lessee is unable to get input tax credit of GST charged by the Lessors in his invoice due to delay or non-filing of Form GSTR-1 / Form GST ANX-1 or non-payment of such GST amount to Government within the prescribed period or due to any dispute raised by tax authorities whatsoever, Lessee shall have right to recover the amount of loss of such input tax credit from the Monthly Lease Rent and Car Parking Rent payable to the Lessors. The Lessee shall not be responsible for any penalty or interest demanded by tax authorities for delayed payment or non-payment of GST on the services provided by the Lessors to Lessee.
- C. On verification of Form GSTR-2A / Form GST ANX-2, if the Lessee finds that, the Lessors has not paid the GST amount received from the Lessee to the Government, then even after expiry of this Lease Deed and settlement of full and final liabilities, the Lessors shall remain liable and the Lessee shall be entitled to recover from the Lessors GST amount with applicable interest rate per annum and in the alternative, Lessors shall, deposit and/ or pay the GST & Interest amount with the Government authorities with penalties, if any. This clause shall survive even after the termination of this Lease Deed on expiry by efflux of time and/ or earlier determination thereof.
- D. Notwithstanding anything contained hereinabove and/or termination or expiry of this Lease Deed, if at any time any Court or authority in India holds that GST is not applicable on leasing of immovable property for any period of this Lease Deed, Lessors agree and undertakes to promptly claim refund of GST amount from the Government by submitting appropriate documents as may be specified by the Government and shall forthwith, only upon receipt of such refund of GST or any part thereof, repay to Lessee the GST refunds so received during the tenure of this Lease Deed for which Lessee has made GST payment to the Lessors ("**GST Refund Amount**").
- E. In the event of any failure on the part of Lessors to repay any such GST Refund Amount received by it from the Government, Lessors hereby irrevocably accept that the Lessee shall have the right to recover the GST Refund Amount actually received by Lessors, along with interest at the rate of 18% (**Eighteen Percentage**) per annum from the date of receipt of GST Refund Amount from the Government until actual repayment by Lessors. Lessee may recover the GST Refund Amount and the interest thereon (if any) from the Lessors in the manner Lessee at its sole discretion deems appropriate including without limitation by raising a debit note on the Lessors and/or setting off against any amounts due and payable by the Lessee to the Lessors, provided that Lessors have actually received the GST Refund Amount from the Government.


SHIVANANDA. K.S.
Manager-Technical
KEONICS






- 2) **Validity of the Lease Agreement:**
- The duration of the lease agreement will be for a period of three Years from 1st June 2022 to 31-MAY 2025 (As per the date mentioned in the POSSESSION CERTIFICATE) and is subject to renewal further thereafter under mutually agreed terms and conditions by both the parties.
- 3) **USAGE:**
- The LESSEE shall utilize the Schedule Premises for operating IT/IES 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 Lease shall pay to the LESSOR Rs.24/- per Sq. ft & Rs.4/- per Sq. ft on the allotted total area (common area and carpet area) mentioned above for Rent & Maintenance charges respectively. 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 after the completion of Three years, enhancement of rent is 15% & increase in Maintenance charges is Rs.1/- on the last paid rent & maintenance.
- 6) **PARKING CHARGES:**
- The Lessee shall pay a sum of Rs.800/- for one Covered 4 Wheeler Parking slot & Rs.400/- 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:**


SHIVANANDA. K. S.
Manager-Technical
KEONICS







The monthly water charges for shops Rs.50/- per shop & for Office area 25 paise per Sq. Ft. of total allotted area shall be paid to KEONICS or to the concerned authority.

8) **ELECTRICITY CHARGES:**

a) The "LESSEE" shall pay the electricity charges to the LESSOR on a monthly basis based on the actual meter reading of the consumption. This payment will be made on or before 25th of every month subject to submission of bills not later than 10th of every month.

b) During Power shut-down Diesel Generator (DG) power will be provided with diesel cost by LESSEES & DG maintenance by LESSOR. For DG maintenance 50 Paise per SFT per month on allotted area shall be paid to KEONICS by the users. In addition, the LESSEE shall pay applicable Goods & Service Tax.

9) **SECURITY DEPOSIT:**

a) The LESSEE shall pay to the LESSOR an amount of Rs.23,03,560/- (Rupees Twenty Three Lakhs Three Thousand five Hundred and Sixty Only) which is equivalent of 10 (Ten) months' total rent as interest free refundable security deposit (the "Security Deposit"). The total advance of Rs.23,03,560/- is paid by DD bearing no..... dt. , in favour of KEONICS, payable at Hubli.

b) 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.

c) 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.

d) 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:**

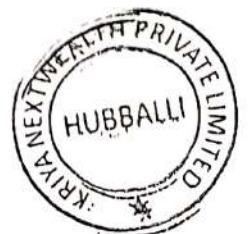
The LESSEE hereby covenants with the LESSOR as follows:

(a) To pay the monthly rent for the Schedule Premises during the term in arrears on or before the 5th day of each month.

(b) To bear the Goods and Service Tax and any new taxes applicable towards the rent/security deposit.


SISHWANAND S.
Manager - Hubli
K.KEONICS








- (c) The Rent shall be exclusive of GST and shall be subject to deduction of tax at source (TDS) at applicable rates as per applicable law.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) The LESSEE may use the Schedule Premises on twenty-four (24) hours a day/seven (7) days a week basis and enjoy unhindered possession of the Schedule Premises.
- (i) 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.

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


SHIVANANDA.K.S.
Manager-Technical
KEONICS

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 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.

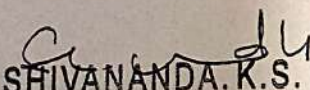
12) **LESSOR'S COVENANTS:**




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.

13) **FORCE MAJEURE:**

KEONICS shall not be liable or beam to be in default to compensate for the loss or damages of any kind either by war crime, theft, an earthquake, fire, storm, tempest


SHIVANANDA.K.S.
Manager-Technical
KEONICS

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 (2 original sets). Each Deed shall be retained by the LESSEE and the LESSOR.

SCHEDULE PREMISES

All the piece and parcel of the commercial space bearing City Survey No.121-A, Ward No.3, IT Park, Opp. Indira Glass House, on the Pune-Bengaluru Highway Road, Hubli, The allotted premise bearing Shop Number A Block, 2nd floor / Office space : 8227 Sft measuring; and Bounded on

East by: Open Space

West by: Open Space

North by: Office-1 in Lobby-1

South by: Office-2 in Lobby-2

WHEREFOR THE PARTIES HAVE AFFIXED THEIR SIGNATURES ONTO THIS LEASE DEED ON THE DAY AND DATE ABOVE MENTIONED BEFORE THE UNDER MENTIONED WITNESSES.


SHIVANANDA.K.G.
Manager-Technical
KEONICS





LESSOR

S. SHIVA 4.S.
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WITNESSES:

- 1)
- 2) *Bannur...*
S. B. ...
H. T. PARK HUBBALLI

LESSEE

For KRIYA NEXTWEALTH PRIVATE LIMITED

[Signature]

1) *[Signature]*

2) *[Signature]*

