



TENANCY CONTRACT

This Tenancy Contract is made and entered into on this 05-09-2024 in Sharjah, United Arab Emirates.

Between :

1. Government of Sharjah, represented by Sharjah Research, Technology & Innovation Park (SRTI Park), hereinafter called the "LANDLORD".

AND

2. M/s. SANYOG GUPTA VOYAGES (FZE) a Company duly registered at Sharjah Research, Technology & Innovation Park under license/ Approval No. SC241091601 herein after called the "TENANT".

Preamble:

1. Whereas the concerned representatives of the parties herein above, have signed the Investment Service Agreement (Master Agreement) dated 05-09-2024.
2. whereas the Landlord shall hereby give, and the Tenant shall hereby take, on lease, the "Tenancy Subject" detailed here in below as per the following terms and conditions:

The Preamble herein above shall form an integral part of this Agreement.

Thus this contract witnesses as follows:

Article 1 : Tenancy Subject :

1. Type of Lease: Principal
2. Description: Block C VL07-129

An office facility provided by the Authorities of Sharjah Research, Technology and Innovation Park to the Tenant Company registered with the SRTI Park.

Article 2: Tenancy Rent

The annual rent for the facility mentioned in Article (1) shall be as per package - for an initial term of 3 years plus applicable general service fee.

Article 3: Rent Reviews and Extensions of Terms.

- (i) The rent shall be fixed for an initial term of 3 years (Initial term) which may extend up to 5 years.
- (ii) The Term of Agreement may be extended (Extension term) after the Initial term whereby the rent shall be increased based on the market rate.
- (iii) All the rent mentioned here above shall be changed, subject to any amendments in the tenancy Contract or license by the Company at any time during the term of this contract.

Article 4: Tenancy Term



Duration of the tenancy shall be 3 years commencing from 05-09-2024 and will expire on 04-09-2027 and can be further renewable for 2 years; and terminable by 90 days written notice period.

General Terms and Conditions:

Article 5: Right of Access and Use

The Tenant, his employees, representatives and workers, shall be entitled to full right of access to and exit from the Tenancy Subject and to the running and passage of water, soil and electricity through and along all pipes, wires and cables serving the Tenancy Subject and crossing the neighboring lands of the landlord subject to SRTI Park regulations in force. The Tenant in possession of the Tenancy Subject should be a valid License holder of any Company registered in SRTI Park.

Article 6: Conditions of Use

- (i) The use of Tenancy shall be subject to the purpose of use stated hereinabove and shall be in accordance to the specifications, drawings, plans and feasibility approved by SRTI Park and shall not be sublet to any third party without the written approval of the Landlord. The tenancy subject shall not be used for any offensive or dangerous trade, business, manufacture or occupation or for any purpose which may be injurious to the Subject of Tenancy or may cause a nuisance to the Landlord's premises or to occupiers of neighboring or adjacent premises.
- (ii) The Tenant shall only access websites which are permitted by the Laws and policies of UAE.
- (iii) The Landlord is entitled to terminate this Agreement if the Tenant fails to comply with any conditions prescribed herein this clause.

Article 7: Signs

The Tenant shall not exhibit on any part of the Tenancy Subject any sign, signboard or hanging sign, fascia, advertisement, placard or lettering of any kind except the ones approved by the Landlord.

Article 8: Connections and Additions

The Tenant shall not make any electrical installations or water connections or additions prior to the written approval of the Landlord within the permitted load and capacity, and shall neither do or bring in or on to the Tenancy Subject anything which may throw any excess weight or strain thereof nor carry out or allow or suffer to be made or carried out any alteration or addition whatsoever including the change of any lock or key of any drawer or any cupboard built for the Tenant without the prior written approval of the Landlord.

Article 9: Maintenance

The Tenant agrees to maintain the workspace allotted in good repair and safe conditions. In the event of the Tenant failing to do so, the Landlord shall be entitled to have the Tenancy Subject or its parts repaired and made safe at cost of the Tenant.

Article 10: Payment of Rent



The Tenant shall pay to the Landlord in advance and without any deduction throughout the Term, the rent of UAE Dirhams stated here above in one lump sum payment. The first such payment will be made on or

before the date of signing this Contract or taking possession of the facility in question, whichever is earlier and thereafter each such payment shall be made on or before the 5th day of every calendar month without waiting for a notice or reminder from the Landlord.

Article 11: Liability

The Tenant shall bear all obligations and responsibility of construction or usage of the Tenancy Subject including charges and expenses of Electricity, Water and other utilities, as well as all maintenance including the Landlord's fixtures therein (if any), as may become worn out, lost, unfit for use or destroyed, by substituting others of a like or more modern and better nature and quality at least as good as those being replaced with the consent and approval of the Landlord in addition to insurance, handing-over, removal, evacuation and/or eviction (if required.)

Article 12: Tenancy Lease Period

The Tenancy Contract shall be valid for a term of 5 years and subjected to the discretion of the Landlord the Tenancy may be renewed thereafter for a further period which shall not exceed 5 years. Each such term shall consist of equal rent payment periods on yearly basis.

Article 13: Intention Not to Renew

The Landlord shall be informed by not less than Ninety days written notice if the Tenant does not intend to renew the lease at its annual expiry term. In case of notice within valid period of lease whereby date of expiry is more than 90 days - Prorated lease amount will be refunded after deduction of 90 days notice period subject to completion of vacating/closing procedure. In case of notice less than 90 days, the Landlord shall charge the Tenant for compensation at daily rate of the lease amount applicable under this contract in respect of the number of days by which the period of notice actually given by the tenant is less than 90 days or a penalty of AED 5,000/- whichever is less. In case of notice after expiry of lease, AED 5000/- will be charged (as Vacating/closing down Charges) along with applicable lease overstay.

Article 13: Due Performance Upon Termination

At the expiration or earlier mutually agreed termination date of the Term, the Tenant shall hand over the Tenancy Subject to the Landlord in good and tenable repair (fair, wear and tear only excepted) together with any modifications and alterations made if any, in the meantime and all fixtures and fittings thereon, (trade or tenant's fixtures and fittings including all partitioning installed by the Tenant making good all damage to the Tenancy Subject occasioned by their removal) and in such a state and condition as shall in all respect be consistent with the full and due performance by the Tenant of the covenants on its part herein contained.

Article 14: Undertaking

The Tenant shall comply with all the terms hereof and the terms of the Investor Service Agreement (Master Agreement) as well as all rules, regulations, polices and instructions in force at any time.

Article 15: Termination



The Landlord shall terminate this Contract at any Time without any notice or compensation if the tenant fails to comply with any Conditions of Use prescribed in Clause 2. For the purposes of this Lease, it will be

considered as a basic requirement the delay in payment of rents or any other requirement set forth and accordingly by SRTI Park.

Article 16: Articulation

Markings, numbering, paging, titling and sub-titling are made hereof this condition only for the purpose of articulation and clarification of this Lease and shall not be treated as an interpretation to any Clause thereof.

Article 17: Governing Law

This Tenancy Contract shall be governed by provisions of the Investor Service Agreement (Master Agreement) referred to herein above, for all matters which are not detailed herein and for any shortage, shortcoming, contradiction, ambiguity or dispute and construed by the laws & courts of Sharjah U.A.E.

I/We confirm that I/We have reviewed all pages of this Agreement and sign it here below as a whole.

(For Tenant)

Signature : _____

Name : Sanyog Gupta Radhey Kishan Gupta _____

Designation : Partner / Manager _____



Document is e-Certified

Issue Date 2024-09-05