

LEASE AGREEMENT

THIS LEASE AGREEMENT is made at Mumbai this 01 day of 08 - 2023
BETWEEN

NETFRA SOLUTIONS PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956 and having its Registered office at The Ruby, 11th Floor, AWFIS, 29, Senapati Bapat Marg, Ranade Road, Dadar (West), Mumbai - 400028, hereinafter called the "the Lessee" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successor-in-title and assigns) of the FIRST PART:



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AND

Elias Narleng, an adult, Indian Inhabitant, having its address at 8th Mile, Opp. Ganesh Mandir, Pahamkmiedum, Byrnihat, Ri Bhoi, Meghalaya - 793101, hereinafter referred to as "**the Lessor**", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the **Other Part**;

The Lessor and Lessee are hereinafter collectively referred to as "**the Parties**" and severally as "**the Party**".

WHEREAS the Lessor is seized and possessed of or otherwise well and sufficiently entitled to the premises thereabouts in and on the top of the building / shop premises known as **Elias Narleng House** situated at 8th Mile, Opp. Ganesh Mandir, Pahamkmiedum, Byrnihat, Ri Bhoi, Meghalaya - 793101 (hereinafter referred to as "**said Building**")

AND WHEREAS Lessee has approached Lessor with request to provide the space for installation of telecom equipment on the Roof Top/Parapet/Exterior Wall or adjacent place in the said Building (hereinafter referred to as the "**said Leased Premises**") at the places more particularly described in the drawing annexed hereto. The said Leased premises is granted by the Lessor to the Lessee for a period of **7 (Seven) Years** on the terms and conditions more particularly stated herein. This agreement is effective from 07-08-2023.

NOW THIS ARTICLE OF AGREEMENT WITNESSETH AND IT HEREBY AGREED BY AND BETWEEN THE PARTIES HERE TO as under: -

1. The Lessor does hereby grant permission to the Lessee, which the Lessee does hereby accept the said Leased Premises to install telecom equipment's at the places more particularly described in the drawing annexed here to for a period of **7 (Seven) Years** commencing from the date hereof.
2. In consideration of the Lessor permitting Lessee to install telecom equipment's as per the drawing attached and the Lessee shall pay to Lessor the sum of **Rs. 90,000/- (Rupees Ninety Thousand Only)** per annum subject to deduction of tax at source (if any) as and by way of Rent payable on **Quarterly** in advance basis. The Rent shall be increased by **10%** at the expiry of every **3 (Three) years**, over the last year paid Rent. The Lessor shall provide a Rent-free period of **30 Days** from date of commencement of installation at the Leased premises and hence in the first year the Lessee shall pay to the Lessor, the Rent for **335 Days** only. The Effective Date of Rent payable under this agreement is 07-09-2023 If any GST is applicable to the Lessor on Rent, then the same shall be paid/reimburse to Lessor, subject to submission of valid invoice having GST registration no. The Rent will be paid on or before **15th** day of every beginning of **Quarter** in favor of **Elias Narleng** having **Pan No. AOIPN1298R**. The Lessee shall pay the necessary Electricity Charges on pro-rata basis for the units reflecting in additional meter which is linked to the main existing meter in the leased premises till the Lessee installed their own Electric Meter at the Leased premises and after installation of Electric meter, the Lessee shall pay the Electricity charges directly to the Electric Company as per actual Electricity Bill.

Elias Narleng

[Signature]

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- 2(A) The Rent mentioned above is applicable when the Lessee provides its infrastructure situated at the Leased Premises to one operator. In case the Lessee provides the said infrastructure i.e. tower / pole / equipment etc. to any subsequent operator in addition to the one operator, then the Rent payable by the Lessee to the Lessor shall be increased by 25% over the existing Rent with an additional Rent free period of 16 Days for installation of necessary equipment of such each subsequent operator at the Leased premises, hence in the first year Rent payable for the such each subsequent operator shall be after the expiry of each license free period and further the Lessor has agreed **for installing telecom equipment's in the existing Camouflage box and pole/ Wall Mount and additional space for Electrical box alongwith space for Invertor and Battery backup** for such each subsequent operator at the Leased premises, and in respect thereof the Lessee shall issue a written intimation to the Lessor.
3. If any taxes are levied/charge by Corporation to the Lessor for the installation of Lessee's equipment, then the same will be intimated to the Lessee for appropriate remedy and thereafter on confirmation from the Lessee, the Lessor shall pay the taxes and on production of paid receipt Lessee shall reimburse the same.
4. Lessor hereby permits Lessee in the said Leased Premises to install telecom equipment, accessories and cable/ducting as per **Annexure-A** and further the Lessor will co-operate to the Lessee as under:-
- a) The Lessor shall at all time provide to the representatives of the Lessee with free, continuous and uninterrupted access to the said Leased Premises (i.e. 24x7 days), including night access during emergency or in regular course for the maintenance and upkeeping of its installed equipment. Lessee's representative or authorized contractors/person with proper identity card shall be at liberty to visit periodically the said Leased Premises with prior intimation to Lessor with a view to inspect the telecom equipment installed in and on the said Building and to carry out services and repairs thereto.
 - b) At the time of installation, Lessee shall sign-off a checklist of the equipment installed with the Lessor. The Lessor will be taking care of all the equipment's installed by the Lessee.
5. Lessor shall simultaneously with the execution of this agreement carry out and comply with the following: -
- a. Lessor shall take care all sort of issues related to the local public issues and any kind of objections raised by people residing in or near the said Building / vicinity.
 - b. Extend all co-operations and facilities to Lessee in their task of obtaining various clearances / certificates / permissions as may be required for their telecom projects;

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- c. Ensure that the antenna and other properties of Lessee in the said Leased premises are protected in as much as that there shall not be any trespassers into area where Lessee fixed their equipment.
- d. Lessee if required, may install a separate Electric connection in their name for its installation at the feasible places in the Leased premises. The Lessor shall have no objection for the same and also provide all necessary support and documents to the Lessee from time to time. The cost of the same shall be borne by the Lessee.
- e. It is especially understood and agreed that the Equipment's and other items, fixtures etc. installed by the Lessee shall always remain, without exception, the Lessee's property, and upon its expiration or early termination, or otherwise the Lessee shall remove the same from the Leased Premises.
- f. The Lessee shall be entitled to connect its equipment's with the networks of other telecom service providers by routing necessary cables. The Lessee shall also be entitled to connect the optical/electrical cables/wires etc. through GL/PVC pipes etc. from outside the Leased Premises.
- g. Lessee if required, may apply for necessary permission to various statutory and local bodies for its installation at the Leased Premises. Lessor shall extend all co-operation and facilities to the Lessee and to do all that is necessary to facilitate the Lessee in obtaining all clearances/certificates/permissions/sanctions as may be required from all statutory, government and municipal authorities, from time to time. In case, any NOC or any other documents are required from Lessor by respective authorities, then the Lessor shall provide the same upon intimation without any delay and further Lessee shall have the right to submit/use this Lease Agreement before respective authorities for necessary clearances/approval/permission.
- h. The Lessee shall have the absolute discretion to construct/ decorate, do necessary modifications including but not limited to laying cement/ concrete platforms with or without RCC beams/ columns on or inside the roof of the terrace/ ground or any part of the Leased Premises, as the case may be, do any additions, alterations and provide necessary electric fittings and fixtures and installation/ erection/ commission/ establishment of all equipments required and whatever is necessary for establishment of the equipments related to the Lessee's Business and Operations in the said Leased Premises. The Lessee shall also be entitled to make appropriate earthing pit(s) for providing earthing and to connect such pit(s) to the antennae, equipments etc., in such a manner as is necessary and appropriate for the purpose of providing earthing to the equipments, antenna etc. The Lessee shall only inform the Lessor of such modifications and shall not be required to seek any permission from the Lessor for the same.


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- i. Upon termination of this Agreement the Lessee shall remove all fixtures, fittings, equipments etc., and all its belongings from the said Leased Premises within a reasonable time without causing any damage to the said Leased Premises except normal wear and tear. The Lessor shall allow the Lessee complete access to the leased premises for the said removal of its equipments etc.
 - j. The Lessor hereby grants unconditional and unrestricted permission to the Lessee and its representatives to engage the services of vendors, contractors, engineers, supervisors, workmen, employees, authorized personnel, sub-contractors, security guards, caretakers and other service providers etc. ("**Third Party Contractors**") to erect, install, commission, up-grade or change location of the Equipments or such additional or alternate equipments etc., that may be required from time to time at their own expense and cost, and carry out all other civil/mechanical and electrical works, to carry out repairs, maintenance, alterations etc.
6. It is hereby agreed by and between the parties hereto that Lessee has merely the right to use and install telecom equipment thereon. This Agreement acknowledges the Leased Premises provided by Lessor to Lessee and is not intended to and does not create any other right, title and interest in favor of Lessee either that of a tenant, sub-tenant, joint or co-tenant or lessee or sub-lessee or otherwise. Lessee have right on their equipment's to charge, hypothecate, mortgage or otherwise deal with or in any way transfer the benefit of this Agreement to any other person or party.
 7. Lessee shall duly and in the manner hereinabove provided make all payments and perform all obligations required to be made by them under the provisions of this Agreement and shall observe and perform all the terms and conditions of this Agreement. Lessor hereby agrees and undertakes to Lessee that they shall from time to time indemnify Lessee and keep it indemnified from and against all claims, costs, charges, expenses, that Lessee may incur or suffer or be put to by reason of Lessor on account of any breach committed by them in observing and performing any of the terms and conditions of this agreement.
 8. If at the request of the Lessor, the existing set up or arrangements of equipment installed at the Leased Premises is changed in new order, the cost of putting the entire equipment's in new order shall be borne equally by the Lessor and Lessee. However, if the existing set up is structurally unsafe than entire relocation shall be done by the Lessee at its own cost.
 9. It is the express intention of the parties hereto that the Agreement shall be for the use of Leased Premises by Lessee and being restricted for the purpose of using the said Leased Premises on the terms and conditions contained in the agreement.

Harley

[Signature]
 TERRA SOLUTIONS PVT. LTD
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10. Any correspondence intended to be given to Lessee shall be deemed to be properly and validly given if it is addressed to and is delivered to Lessee at their Registered office at **NETFRA SOLUTIONS PRIVATE LIMITED** situated at The Ruby, 11th Floor, AWFIS, 29, Senapati Bapat Marg, Ranade Road, Dadar (West), Mumbai - 400028.
11. Notwithstanding, what has been stated hereinabove, the Lessee may terminate this agreement or for such operator/s who ceased/exist from the leased premises by giving 30 days' notice in writing without assigning any reasons. Further, any Rent lying/received as an advance for any balance period after expiry of termination period shall be refunded to the Lessee by the Lessor. However, in the event, the Lessee fails to pay to the Lessor, the Rent, consecutively for period of 2 (two) months, then the Lessor shall be entitled to terminate this Agreement, after providing a notice of 30 (thirty) days to the Lessee and the Lessee failing to cure the breach within said 30 days. Further it is clarified that if the Lessee rectifies the breach, then the said termination shall stand null and void.
- 11(a) Further it is made clear herein, that in case if any of operator/s exist or stop its operation from the said Leased premises, then the Lessee has the right to terminate only such operator/s who exist/stop its operation as per above termination and not required to terminate entire present agreement. Further the Lessee shall pay only the Rent for the operators who are being operating at the leased premises and would stop the Rent of the such operator who exist/stop their operations from the Leased Premises.
12. The Lessee shall not be liable to pay any Rent in the event, the said Leased Premises or any portion thereof becomes unusable due to Force Majeure or due to any action/order of any court or act of third party or breach of any terms and conditions of the Agreement or during the continuation of agreement lack of uninterrupted, unobstructed, and unhindered access to the said Leased Premises at all time to the Lessee / it's representatives etc., Further, the Lessee also reserved right to terminate this agreement with immediate effect on occurrence of any of above event, due to which Lessee is not able to operate its business smoothly from the leased premises.
13. The parties to the agreement can assign this agreement without the prior written intimation of the other party,
14. All disputes and differences between the parties hereto arising out of this Agreement or in relation to the interpretation or effect of any of the terms and conditions contained in this Agreement or in relation to rights and obligations of the parties hereto shall be referred to mutually appointed executives and if they fail to settle the issue within 30 days the matter will be referred for Arbitration in accordance with provisions of Arbitration and Conciliation Act 1996 or any statutory enactment, amendment thereof, wherein a sole arbitrator will be appointed by mutual consent and his award would be final and binding on both the parties. The cost would be equally borne by the either party. The venue of Arbitration shall be Mumbai, India and language English.

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15. Further it is made clear to the Lessor, that the Lessee reserved right to claim necessary Rent before appropriate authority or Hon'ble Court, if Lessee is force to vacate the Leased Premises due to the reason solely attribute to the Lessor.
16. This agreement shall be subject to the jurisdiction of Courts at Mumbai.

IN WITNESS WHEREOF, the parties hereto have hereunto and to the duplicate hereof set and subscribed their respective hands and seals the day and year first hereinabove written.

Signed and Delivered by the
 Withinnamed Lessee
NETFRA SOLUTIONS PRIVATE LIMITED
 By hand of its duly authorized signatory

 in the presence of **WITNESS**

SIGNED, SEALED AND DELIVERED
 by within named the Lessor
Elias Narieng
 in the presence of **WITNESS**


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CHECKLIST (Forming Part of Agreement)		
Sr No.	Particulars	Data for Validation
1	Site CE ID	ASS SC ATL 0087
2	Site UID	
3	Site Name (as per Agreement)	Elias Narleng House
4	Site Address (as per Agreement)	8th Mile, Opp. Ganesh Mandir, Pahamkmiedum, Byrnihat, Ri Bhoi, Meghalaya - 793101
5	City/Circle	Assam
6	Region	North East
7	Operator	ATL
8	Name of Company in Whose Agreement to be (NSPL/ ETIPL)	NSPL
9	Letter of Intent Date (LOI)	15-07-2023
10	Lessor Name (LL)	Elias Narleng
11	Payee Name (LL)	Elias Narleng
11	Payee PAN (LL)	AOIPN1298R
12	Annual Rent/License Fee	90000
13	Monthly Rent/License Fees	7500
14	Tenure of Lease/L & L /E & F Agreement (Years)	7 years
15	Escalation Percentage	10% After 3 years
16	Security Deposit (if Any)	
17	Rent/ License Free Period (No. of Day's)	30
18	Agreement Start Date	07-08-2023
19	Agreement end Date	06-08-2030
20	Effective Date of Rent	07-09-2023
21	Site Type (LPSC/ HPSC)	
22	Site Sharing Percentage (if provided)	25%
23	New Site/ TRR/Upgradation/ Renewal/ Addendum	New
24	EB Charges (as per Agreement) / Incase of Owner Meter (NA)	Rs-10/unit.
Prepared By Circle MIS/ Legal		Checked/ Approved by Regional Head

E. Narleng


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Annexure-A
(DETAILS OF EQUIPMENTS)

For 1st Operator

1. Power system cabinet, size: - 1.0 Mtr X 1.5 Mtr X 1.5 Mtr)
This will include:
a) Electronic Radio equipment
b) Rectifier and Batteries
c) Microwave Equipment
This will be grouted on 1 Mtr x 1.5 Mtr x 0.15 Mtr RCC/PCC foundation
2. Flexi Macro BTS - 1.5 m X 1.5 m (Outside the power system mounted on pole)
3. GSM Antenna - 6 Nos.
4. M/Wave Antenna - 2 Nos. (Various sizes between 0.3 Mtr dia. to 0.9 M dia. to be placed on the delta frame or on individual pole Mounts).
5. Delta Frame & Pole Structure - 2 No. (Three / Four legged poles of 6 to 9 Mtr. height in Delta frame configuration and to place above Terrace / the Lift Machine Room / Water Tank / Any location as agreed mutually)
6. Earth Pits - 2 Nos. (On Ground Level) Dimension: 1mtr x 1mtr x 4ft deep)
7. Cable - From Antennae to Power system will be routed via cable tray
8. Cable Tray - Cable Tray to carry cables to the antennae will be routed via inside of parapet walls and / or vertical pole supports wherever required
9. Fiber Optic Cable - 2 nos aerial Fiber Optic Cables are to be routed From the building entrance to the building and thereafter routed to the power system / pole
10. Earthing Strips - From Terrace to Ground Level up to Earth Pits.
11. Power cable - 3 core 16 Sqm armored power cable routed from EB Meter to power system
12. ACDB / DCDB Box/ EB Power meter - 20 inch x 20 Inch x 10 Inch with MCB and power meter

For 2nd Operator

1. 1a) Macro BTS - 1.5 m X 1.5 m [Outside the power system]
2. 1b) Outdoor BTS
3. Platform if required -
4. H - Poles (Off set pole) - 3 Nos. [Total Poles - 6 Nos.]
5. GSM Antenna - 3 Nos.
6. M/Wave Antenna - 2 Nos. (Various sizes between 0.3 dia. to 0.9 Mts. dia. to be placed on the delta frame or on individual pole mounts).
7. Earth Pits - 2 Nos. (On Ground Level) Dimension: 1mtr x 1mtr x 4ft deep)
8. Cable - From Antennae to Power system will be routed via cable trays.
9. Cable Tray - Cable Tray to carry cables to the antennae will be routed via inside of parapet walls and / or vertical pole supports wherever required
10. Fiber Optic Cable - 2 nos aerial Fiber Optic Cables are to be routed From the building entrance to the building and thereafter routed to the power system / pole
11. Earthing Strips - From Terrace to Ground Level up to Earth Pits.
12. Power cable - 3 core 16 Sqm armored power cable routed from EB Meter to power system
13. ACDB / DCDB Box/ EB Power meter - 20 inch x 20 Inch x 10 Inch with MCB and power meter

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CHALLAN
MTR Form Number-6



GRN	MH005981705202324E		BARCODE			Date	31/07/2023-13:39:16		Form ID
Department	Inspector General Of Registration				Payer Details				
Type of Payment	Non-Judicial Stamps General Stamps SoS Mumbai only				TAX ID / TAN (If Any)				
Office Name	GENERAL STAMP OFFICE MUMBAI				PAN No. (If Applicable)	AAF CN8032P			
Location	MUMBAI				Full Name	Netfra Solutions Pvt Ltd			
Year	2023-2024 One Time				Flat/Block No.	The Ruby 11 th Floor AWFIS 29			
Account Head Details			Amount In Rs.			Premises/Building			
0030056201 General Stamps			100.00			Road/Street	Sennapati Bapat Marg Ranade Road		
						Area/Locality	Dadar West Mumbai		
						Town/City/District			
						PIN	4 0 0 0 2 8		
						Remarks (If Any)	Agreement For Elias Narieng House And Lessor Elias Narieng		
						Amount In	One Hundred Rupees Only		
Total			100.00			Words			
Payment Details	STATE BANK OF INDIA				FOR USE IN RECEIVING BANK				
Cheque/DD Details			Bank CIN	Ref. No.	00040572024653549352	IKDOIRACZ5			
Cheque/DD No.			Bank Date	RBI Date	31/07/2023-13:40:38	Not Verified with RBI			
Name of Bank			Bank Branch	STATE BANK OF INDIA					
Name of Branch			Scroll No.	Date	Not Verified with Scroll				

Mobile No. 9702377245

Department ID
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चालन केवल दस्तावेज नितवाक कार्यालयाने नोंदणी करावयाच्या दस्तावेजासाठी लागू आहे. नोंदणी न करावयाच्या दस्तावेजासाठी सदर चालन लागू नाही.

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