

THIS LEASE DEED ("Lease Deed") is made at Bengaluru on this 2nd day of SEP, 2022,

LEASE DEED

BY AND BETWEEN

Mr. CM NIYASS/o C Mohammed aged major R/at Badaga Banangala Village, Ammathi Hobli, Virajpet Taluk, Kodagu District-571253, hereinafter referred to as "Lessor", (which term or expression shall unless otherwise excluded by or repugnant to the subject or context hereof be deemed to mean and include his agents, permitted assigns, representatives, legal heirs, successors etc.) of the **ONE PART**;

AND

Indus Towers Ltd. (formerly Known as Bharti Infratel Limited) a company incorporated under Companies Act, 1956 having its circle office at No 12, Subramanya Arcade, Tower D, 7th Floor, Bannerghatta Road, Bangalore - 560029 and registered office at Building No. 10, Tower A, 4th Floor, DLF Cyber City, Gurugram-122002, Haryana, India through its Authorized Signatory Mr. AZEEZ K A, hereinafter referred to as the "Lessee", (which term or expression shall unless otherwise excluded by or repugnant to subject or context hereof be deemed to mean and include its agents, permitted assigns, representatives, successors, group companies, subsidiaries and associates), of **OTHER PART**. The Lessor and Lessee are hereinafter collectively referred to as "the Parties" and severally as "the Party".

WHEREAS:

(A) Lessee is a registered Infrastructure Provider, category-1(IP-1) by virtue of registration granted by the Department of Telecommunications, Ministry of Communications & IT, Government of India, and is engaged in business of establishment, maintenance and provision of telecommunication infrastructure, which inter alia includes providing towers and other allied equipments and leasing of antennae sites on multi tenant sharing basis, to various telecom service providers including cellular service providers.

(B) Lessee is interested in obtaining premises from Lessor on lease basis, inter alia, for the purpose of establishing, constructing, installing, operating, maintaining and storing various kinds of cell sites, structures, transmission towers/poles with single or multiple antennas, with or without RCC beams/columns etc., civil/pre fabricated equipment shelters, earthing connections to antenna, generator, equipments, laying of optical/electrical/copper cables to ground, lightning arrestors, and aviation lamps, necessary cabling and connectivity to each antenna, generator, equipment, and space for installation of electricity meter and power connectivity etc., network equipment (such as radios, batteries, antennas, cables including optical/electrical/copper cables, etc.), ducts, fibres and other assets ("Equipments") in order to provide the same on lease/rent/sale basis to various telecom service providers like Airtel, Vodafone Idea, Reliance etc. in furtherance to its above stated business (the "Business");

(C) The Lessor has represented to the Lessee that he is the absolute and bonafide owner, has a clear and marketable title and is legally entitled to lease out the premises admeasuring 1400 Square Feet, comprising of an Agriculture Land, ("Demised Premises"), more particularly described in the Schedule and the site plan attached to this Lease Deed herewith as Annexure-I. Demised Premises is a plot of land admeasuring 1 Acres situated at Sy.No. 145/19, Badaga Banangala Village, Ammathi Hobli, Virajpet Taluk, Kodagu District-571253. ("Land"), acquired through Virtue of sale deed dt.24.05.2014 registered as doc No. 282/14-15.

(D) Based on the written as well as oral representations, assurances and warranties of the Lessor, the Lessee has accepted to take on lease the Demised Premises together with all rights, easements and appurtenances attached thereto, including the right to use the common areas and facilities etc., along with the right of ingress and egress to all common areas, and the Lessor has agreed to give on lease the Demised Premises as per detailed terms and conditions as contained in this Lease Deed.

Now by this lease deed it is agreed between Parties as follows: -

1. **LEASE:** The Lessor hereby grants to the Lessee and the Lessee hereby accepts on lease from the Lessor, the Demised Premises for carrying on its Business or such other activities as it may deem fit, without any hindrance by the Lessor. The Lessee may immediately commence and carry out all types of construction, cabling, ducting, flooring, and set up and install air-conditioning, and requirements from time to time.