ASSET LEASE AGREEMENT

GENERAL SPECIFICATIONS

Hostel:	**Location Address:**	**Period:** 60 (sixty) months ("Term")
Partner Entity:	**Address:**	**Revenue Share %:**
Partner's PAN:ABCD	**Partner's GSTIN:**	**Partner's Aadhar:**
Agreement Type: Asset Lease	**Start date:** 01 Sep, 2026	**End date:** 31 August, 2031
Rooms: 36	**No. of dormitories rooms:** 14	**No. of private rooms:** 22

TERMS AND CONDITIONS

The agreement ("**Agreement**") is entered on 29 August 2026 ("**Execution Date**")

BY AND BETWEEN

Gostops Hospitality, a company registered under the Companies Act, 2013, having its registered _______(hereinafter referred to as the **"Company"**, which expression shall, unless it be repugnant to the subject or context thereof, include its successors-in-interest and permitted assigns) of the **ONE PART**.

AND

ABCD, **PAN:**______ , Aadhar Number:_______ residing at_____, Address:_____ , an Indian national (hereinafter referred to as the **"Partner"**, which expression unless repugnant to the context or meaning thereof shall be deemed to include his legal representatives, executors, administrators, successors and permitted assigns) of the **OTHER PART**.

(The Company and the Partner are hereinafter collectively referred to as "**Parties**" or the "**Party**", as the case may be)

WHEREAS:

1. The Company is, inter alia, engaged in the business of creating, listing, operating and managing hostels/backpacker accommodation, and is the owner of the trade name and trademark 'Gostops'.
2. The Partner is engaged in the business of procuring, owning and leasing furniture, fixtures, equipment and other assets, and providing related services as specified by the Company.
3. The Company is desirous of availing certain Assets on lease from the Partner for the operation of the Company's property at the Hostel Location, on the terms and conditions set out in this Agreement.

4. The Partner is desirous of leasing the Assets (more particularly listed in Annexure 1) to the Company for use in connection with the Company's business operations, in accordance with this Agreement.
5. The Parties expressly intend, and this Agreement is structured to constitute, a genuine operating lease of movable assets by the Partner to the Company.

NOW, THEREFORE, the Parties, in consideration of the covenants, undertakings and commitments set forth herein, hereby mutually agree as follows —

Article 1: Definitions and Interpretations

For the purpose of this Agreement, the following expressions shall bear the respective meanings set forth below —

1. **"Assets"** means the assets as set out in Annexure 1 of this Agreement, leased by the Partner to the Company in accordance with the terms of this Agreement.
2. **"Gostops"** means the brand and trade name owned by the Company.
3. **"Effective Date"** means the start date, i.e. 01 September 2026.
4. **"Term"** means a period of 60 (sixty) months from the Effective Date, as may be extended under Article 3.4 (Force Majeure).
5. **"Business"** means the Company's business of operating a backpacker hostel, F&B and ancillary activities.
6. **"Hostel Location"** means Gostops, Gurgaon Baani Square, at the Location Address specified in the General Specifications.
7. **"Lock-in Period"** means a period of 60 (sixty) months from the Effective Date.
8. **"Revenue Share %"** means the percentage of Net Bed Sales agreed between the Parties, as specified in the General Specifications.
9. **"Asset Cost"** means the amount incurred by the Partner in procuring the Assets for the Hostel Location, as more particularly described in Annexure 1, equivalent to INR 25,00,000 (Rupees Twenty Five Lakh only) inclusive of applicable taxes, being the cost basis against which the Minimum Lease Rental is benchmarked.
10. **"Minimum Lease Rental"** means the minimum aggregate amount of Lease Rentals payable to the Partner over the Term, computed by applying a benchmark factor of 9% (nine per cent) per annum, compounded, to the Asset Cost, after adjustment of the Lease Rentals actually paid to the Partner. The Minimum Lease Rental is a rental-adequacy protection mechanism intrinsic to the lease of the Assets.
11. **"Master Lease Agreement"** means the agreement entered into between the Company and the property owner of the Hostel Location. The Company represents that, as of the Effective Date, the Master Lease Agreement has a remaining term (including renewal options exercisable by the Company) at least co-extensive with the Term, and the Company shall ensure that the Partner's title to, and right to remove, the Assets is not compromised or defeated by any claim of the lessor under the Master Lease Agreement, including by ensuring the Assets are not treated as fixtures forming part of the leased premises.
12. **"Bed Sales"** means the total bed sales revenue achieved in a particular month, irrespective of sales channel, including extra bed charges and after deduction of refunds, calculated from PMS reports.
13. **"PMS"** means property management software (currently EZEE, which may be changed by the Company from time to time, with notice to the Partner).
14. **"Lease Rental"** means the monthly rental amount payable by the Company to the Partner in consideration of the lease of the Assets, calculated as described in Annexure 2.

15. **"Buy Back Amount"** means the amount payable by the Company to the Partner on termination or completion of this Agreement, representing the Nominal-value purchase consideration for transfer of the Assets, as more particularly provided in Annexure 3.

16. **"Hostel"** means any backpacker hostel accommodation facility, not necessarily under the Gostops brand.

17. **"Similar Location"** means a property operated under the Gostops brand which (i) has a bed/room inventory within 20% (plus or minus) of the inventory at the Hostel Location, and (ii) is situated in a city or catchment area of comparable tourist/business footfall, as mutually agreed between the Parties acting reasonably and in good faith; failing agreement within the timelines in Article 3, the question of what constitutes a Similar Location shall be referred to expedited arbitration under Article 8.

18. **"Confidential Information"** shall mean the product, services and any and all information relating to the Company's business, including, but not limited to, research, development, product plans, products, services, diagrams, formulae, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by the Company either directly or indirectly in writing, orally or visually, to the Partner. It also includes the revenue sharing terms of this Agreement.

19. **"Force Majeure Event"** means any of the following:

    i. acts of God (including, but not limited to, fires, explosions, earthquakes, drought, or floods);

    ii. epidemic, pandemic, or outburst of a bio-hazardous situation leading to a national/state/local government imposing bans or lockdown;

    iii. war, hostilities, invasion, or acts of terrorism;

    iv. rebellion, revolution, insurrection, or civil war;

    v. riot, commotion, or strike, unless solely restricted to employees of the Company; or

    vi. any other unforeseeable circumstance beyond the reasonable control of the affected Party, against which it would have been unreasonable for such Party to take precautions and which it cannot avoid or mitigate even using its best efforts, in each case affecting the relevant industry/sector and not attributable to any unreasonable action or inaction of the affected Party.

Article 2: Engagement, Nature of Arrangement, Representations, Warranties and Payment

1. The Company warrants and represents that it is a company validly existing and in good standing under the laws of the Republic of India, and has all requisite power and authority to enter into this Agreement. All obligations of the Company under this Agreement are legal, valid, binding and enforceable in accordance with their terms. There are no proceedings pending against the Company which may adversely affect its ability to perform its obligations under this Agreement.

2. The Partner warrants and represents that it is validly existing and in good standing under the laws of the Republic of India, and has all requisite power and authority to enter into this Agreement. All obligations of the Partner under this Agreement are legal, valid, binding and enforceable in accordance with their terms. There are no proceedings pending against the Partner which may adversely affect its ability to perform its obligations under this Agreement. The Partner further warrants that it has the capacity and understanding to enter into this Agreement and shall comply with all applicable laws in connection with leasing the Assets under this Agreement.

3. **Nature of Arrangement.** This Agreement records a genuine operating lease of the Assets by the Partner to the Company. The Lease Rental and the Minimum Lease Rental are consideration for the lease and use of the Assets. The Parties shall interpret and, to the extent legally permissible, perform this Agreement consistently with this characterisation, including in their respective books of account, tax filings and public statements.

4. On consideration of the Company's request and the willingness of the Partner, the Company engages the Partner on the terms set out in this Agreement. The Company agrees to avail, for the Term, the Assets for the Hostel Location under the Company's brand name and as per the Company's guidelines. The Partner undertakes to lease the Assets described in this Agreement for use at the Hostel Location.

5. **Payment.** In consideration of this Agreement, the Company shall pay the Partner an amount equivalent to the Lease Rental calculated as per Annexure 2, on a monthly basis, on or before the 15th (fifteenth) day of the following calendar month, by wire transfer to the Partner's bank account no., IFSC, Bank:, subject to the following:

   (a) **GST:** The Lease Rental stated in Annexure 2 is exclusive of GST. GST shall be charged additionally at the rate applicable under law, against a valid tax invoice issued by the Partner, and the Company shall be entitled to claim input tax credit thereon. If the Partner is not registered under GST as of the Effective Date, the Lease Rental payable for the period during which the Partner remains unregistered shall be treated as inclusive of GST, and no GST shall be charged separately for such period. If the Partner subsequently becomes registered, or becomes liable to register, under GST during the Term, the Lease Rental payable from the date of such registration shall continue to be treated as inclusive of GST, and the Partner shall issue a valid tax invoice reflecting the GST component computed by treating the Lease Rental as the value inclusive of tax (i.e., GST backed out of, and not added on top of, the Lease Rental), with no separate or additional amount payable by the Company on account of such GST.

   (b) **TDS:** The Company shall deduct tax at source on the Lease Rental at the rate of 10% (ten per cent) applicable to rent for furniture or fittings under Section 393(1) (Table Serial No. 2(ii).D(b)) of the Income Tax Act, 2025 (being the provision corresponding to erstwhile Section 194-I(b) of the Income Tax Act, 1961), or such other rate/provision as may apply under law from time to time. The Minimum Lease Rental shall be computed on the gross (pre-TDS) Lease Rental amounts; the Partner shall be entitled to claim credit for tax deducted, and the Company shall have no obligation to gross up payments except to the extent required by applicable law.

   (c) **Change in Law:** If the rate or applicability of GST, TDS, or any other tax or levy affecting the Lease Rental changes after the Effective Date, the Parties shall in good faith adjust the invoicing and payment mechanics to give effect to such change, and the economic incidence of any new or altered tax shall be borne as required by applicable law.

6. On completion or termination of this Agreement, the Partner shall be bound to sell all the Assets to the Company for the Buy Back Amount, more particularly described in Annexure 3.

Article 3: Services and Lease Terms

1. The Partner shall lease the Assets described in Annexure 1 to the Company. The Company shall hold no ownership rights over the Assets during the Term. On expiry of the Term, the Partner shall transfer ownership of the Assets to the Company for the Buy Back Amount described in Annexure 3, following which the Partner shall hold no ownership rights over the Assets.

2. The Company has the absolute right to operate, manage and carry out functions at the Hostel Location as per its own guidelines, and reserves the right to make business decisions related to its operations at any time during the Term. Except as expressly provided in this Agreement (including the Minimum Lease Rental and Buy Back Amount), the Company shall not be liable to the Partner for loss or anticipated loss of profits, or for indirect, consequential, special or exemplary damages arising from the subject matter of this Agreement, unless such loss is proven by the Partner to have been deliberately caused by the Company.

3. If, due to a change in the Master Lease Agreement or any business decision other than a Force Majeure Event, the Company (a) ceases to operate at the Hostel Location, or (b) decides to shift the Assets to a new property at the same Hostel Location, the Company shall, within 30 (thirty) days, either (i) find, set up and commence operations at a new property at the same Hostel Location, adjusting future Lease Rentals proportionately to the size and inventory of the new property, at the Company's cost, or (ii) in

good faith attach the Partner's Lease Rental to a Similar Location on a proportional basis, and shall, in either case, pay interest at 12% (twelve per cent) per annum on the Asset Cost for such 30-day period. If the Company is unable to complete either (i) or (ii) within a further 30 (thirty) days (i.e., 60 days from the date of cessation or the decision to shift, as applicable), the Company shall mutually agree in writing with the Partner to extend the search/transition period. The Company shall bear all costs of moving, storing and insuring the Assets during any transition or stranded period, and shall keep the Assets insured and pay interest at 12% (twelve per cent) per annum on the Asset Cost for such extended period.

4. On a Force Majeure Event, the Term shall be extended by the number of months affected by such event, and both Parties shall act in good faith to support each other. The Company shall not be liable for Lease Rental in respect of the Force Majeure-affected period to the extent Bed Sales are actually and demonstrably nil or reduced on account of the Force Majeure Event.

5. Notwithstanding anything to the contrary in this Agreement, the Company shall have the sole and absolute discretion to install, deploy, use, relocate, or redeploy the Assets at any property operated under the Gostops brand (whether or not it is the Hostel Location), whether in whole or in part, and whether at one or more such properties simultaneously, at any time during the Term, without requiring the Partner's consent. Such deployment or redeployment shall not affect, reduce, or suspend the Company's obligation to pay the Lease Rental, the Minimum Lease Rental, or the Buy Back Amount, each of which shall continue to be computed and payable in accordance with this Agreement, irrespective of the property at which the Assets are actually installed or used from time to time. For the avoidance of doubt, deployment of the Assets to a property other than the Hostel Location under this Article 3.5 shall not, by itself, trigger the relocation mechanics under Article 3.3, which shall apply only where the Company ceases to operate at the Hostel Location altogether.

6. The Parties acknowledge that the Assets may be manufactured, procured or installed by a third-party vendor engaged on the Partner's behalf, and that such vendor may require a lead time of approximately 1-2 (one to two) months, or such other period as the Parties may agree, from the Effective Date to complete manufacture, delivery and installation of the Assets ("Deployment Period"). The Term, and the Company's obligation to pay the Lease Rental and the accrual of the Minimum Lease Rental, shall commence from the Effective Date and shall continue without interruption, delay, suspension or reduction during the Deployment Period, it being agreed that: (i) the Assets stand committed and dedicated exclusively for the Company's use from the Effective Date; (ii) the Partner is thereby precluded from leasing, selling or otherwise deploying the Assets to or for any third party during the Deployment Period; and (iii) the Lease Rental payable in respect of the Deployment Period is consideration for such exclusive commitment and reservation of the Assets, and is not interest, a return on, or repayment of, any amount, nor a deposit within the meaning of Section 73 of the Companies Act, 2013 and the Companies (Acceptance of Deposits) Rules, 2014. Article 2.3 (Nature of Arrangement) applies equally to this Article 3.6.

Article 4: Indemnification

1. The Partner shall indemnify, defend and hold harmless the Company, its directors, officers, employees and representatives from and against any losses, damages, liabilities, claims, costs and expenses arising out of or in connection with: (a) any breach by the Partner of its obligations under this Agreement; (b) any breach of the Partner's representations and warranties under this Agreement; or (c) fraud, wilful misconduct or gross negligence by the Partner.

Article 5: Asset Custody, Insurance and Risk

1. The Assets are placed in the custody of the Company as bailee for the Term. The Company shall, at its own cost, keep the Assets comprehensively insured against fire, theft, burglary, flood and other customary risks, throughout the Term (including any extension or stranded period under Article 3)

2. The Partner shall be entitled, on reasonable prior notice, to inspect the physical condition of the Assets, without disrupting the Company's operations.

Article 6: Confidential Information

1. In connection with the performance of this Agreement, the Partner may receive Confidential Information from the Company. The Partner agrees (i) to keep the Confidential Information confidential, and (ii) not to use it for any purpose other than that for which it was disclosed, without the Company's prior written consent. The Partner may disclose Confidential Information only to employees who need to know it, and shall ensure such employees are bound by confidentiality obligations consistent with this Agreement before any disclosure. The Partner shall be responsible for any breach of this Article by its employees, and shall use at least the same degree of care to protect the Confidential Information as it uses for its own confidential information of like importance, but not less than a reasonable degree of care.

Article 7: Termination

1. The Partner shall not, under any circumstances, terminate this Agreement prior to expiry of the Lock-in Period. If the Partner purports to terminate this Agreement, or otherwise commits any act resulting in termination, during the Lock-in Period, then, with effect from the date of such termination, all right, title and interest in the Assets shall automatically and irrevocably vest in the Company, without requiring any further act, deed, consent or instrument from the Partner, for a consideration of INR 100 (Rupees One Hundred only), which the Partner irrevocably acknowledges as full and final consideration for such transfer. The Partner shall execute such further documents as may reasonably be required to record or perfect such transfer.

2. If the Company terminates this Agreement early due to a Liquidation Event or a Force Majeure Event, no amounts shall be payable by the Company to the Partner, and the Assets shall belong to the Partner upon such termination, free of any further obligation of the Company. "Liquidation Event" means: (i) the Company becomes insolvent or unable to pay its debts as they fall due; (ii) proceedings for liquidation or winding up of the Company are admitted by a competent authority; or (iii) a liquidator, resolution professional or similar officer is appointed in respect of the Company.

3. In all other cases of early termination by the Company, on 3 (three) months' prior written notice, the Company shall pay the Partner an amount equivalent to an 18% (eighteen per cent) per annum benchmark factor applied to the Asset Cost for the Term, after adjustment of Lease Rentals already paid. The Partner shall then sell the Assets to the Company for a consideration of INR 100 (Rupees One Hundred only).

Article 8: Disputes & Arbitration

1. Any dispute, controversy or claim arising out of or relating to this Agreement, including its existence, interpretation, enforceability, performance, breach, termination or validity, shall be referred to and finally settled by arbitration in New Delhi, conducted in English, before a sole arbitrator, in accordance with the Arbitration and Conciliation Act, 1996. Any determination of "Similar Location" under Article 3 shall, if referred to arbitration, be conducted on an expedited basis with a reasoned award within 60 (sixty) days of reference.

2. The arbitrator shall give a reasoned award, including as to costs, which shall be final and binding on the Parties, and may be enforced against either Party or its assets wherever found.

3. The Parties shall cooperate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings under this Agreement.

4. Each Party shall bear its own costs, fees and expenses of counsel in connection with the arbitration, except as otherwise determined by the arbitrator.

5. This Agreement shall be governed by and construed in accordance with the laws of India.

Article 9: Notices & Communication

1. All notices under this Agreement shall be in writing, in English, and delivered by email, hand or courier to the addresses below —

If to the Company:

Kind Attn.: Gostops Hospitality Pvt. Ltd.

Address: Gate No. 3, 4/23-B, Asaf Ali Road, Chhatta Lal Miya, Delhi Gate, Daryaganj, New Delhi – 110002

Email: nikhil.agarwal@gostops.com

If to the Partner:

Kind Attn.:

Address:

Email:

Article 10: Entire Agreement and Amendments

1. This Agreement, including the documents referred to in it, sets forth the entire agreement and understanding between the Parties relating to its subject matter, and supersedes all prior discussions. No modification or amendment shall be effective unless made in writing and signed by the Party to be charged.

Article 11: Assignment and Sub-Contracting

1. Neither Party may assign or sub-contract this Agreement, or its rights or obligations under it, without the prior written consent of the other Party, save that: (a) the Company may assign this Agreement without the Partner's consent to (i) an affiliate of the Company, or (ii) an acquirer of all or substantially all of the Company's business, equity or assets relating to the Hostel Location or otherwise, whether by merger, share sale, business transfer or otherwise, including in connection with any subsequent equity fundraising round (including a Series B or later financing) or change of control of the Company, provided the assignee executes a deed of assumption agreeing to be bound by this Agreement; and (b) the Partner's consent to any other assignment shall not be unreasonably withheld, conditioned or delayed.

Article 12: Principal to Principal Basis

1. This Agreement is on a principal-to-principal basis. Nothing in this Agreement creates a partnership or joint venture between the Parties. Neither Party shall represent or hold itself out as having authority to act as agent of, or to bind or commit, the other Party.

Article 13: Severability

1. If any provision of this Agreement is deemed unenforceable by law, the remaining provisions shall continue in full force and effect.

Article 14: Successors and Assigns

1. This Agreement shall be binding upon the successors and permitted assigns of both Parties.

Article 15: Waiver

1. No waiver by either Party of any breach of this Agreement shall be deemed a waiver of any preceding or succeeding breach, and no waiver of any right under this Agreement shall be construed as a waiver of any other right.

Article 16: Limitation of Liability

1. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other for indirect, incidental, special, exemplary, punitive or consequential damages, including loss of profits, revenue, business, goodwill or anticipated savings, arising out of or in connection with this Agreement, whether in contract, tort (including negligence), strict liability or otherwise, even if advised of the possibility of such damages. Except in relation to liability arising from (i) fraud, wilful misconduct or gross negligence; (ii) breach of confidentiality obligations; (iii) infringement or misappropriation of intellectual property rights; (iv) the Company's obligations to pay the Minimum Lease Rental and Buy Back Amount under this Agreement; or (v) any liability that cannot be excluded or limited under applicable law, the aggregate liability of either Party under this Agreement shall not exceed the total amount paid or payable by the Company to the Partner under this Agreement during the twelve (12) months immediately preceding the event giving rise to the claim.

Article 17: Non-Disparagement

1. During the Term and for two (2) years following its termination or expiry, neither Party, nor its directors, officers, employees, representatives or agents, shall make, publish or communicate any statement, oral, written or electronic, that is false, misleading or reasonably likely to disparage, defame or harm the reputation, goodwill or business interests of the other Party or its affiliates. This shall not restrict statements required by applicable law, regulatory authorities, judicial proceedings, or truthful responses to lawful requests by governmental authorities.

Article 18: Audit Rights

1. The Partner shall have the right, not more than twice a year, on 15 (fifteen) days' prior written notice, to inspect and audit (itself or through a chartered accountant bound by confidentiality obligations no less strict than Article 6) the Bed Sales records and PMS reports relevant to computation of the Lease Rental for the preceding 12 (twelve) months, during the Company's normal business hours, at the Partner's own cost, without unreasonably disrupting the Company's operations. If such audit reveals a shortfall of more than 5% (five per cent) in Lease Rental actually paid against the amount properly due, the Company shall bear the reasonable cost of the audit and pay the shortfall.

Article 19: Stamp Duty, Costs and Registration

1. This Agreement, and any transfer of the Assets under Article 2.6, Article 3, Article 7 or Annexure 3, shall bear stamp duty as applicable under the Indian Stamp Act, 1899, or the relevant state stamp legislation, which shall be borne equally by the Parties unless applicable law requires otherwise. The Company shall be responsible for arranging stamping and registration (if required) in a timely manner and shall bear its own share promptly so as not to delay execution or any transfer of the Assets.

Article 20: Nomination

1. The Partner has nominated**,** Aadhar Number: (relationship: **Brother**) as his nominee under this Agreement ("**Nominee**"). In the event of the death of the Partner, or any other circumstance rendering the Partner permanently unable to receive amounts due under this Agreement, all amounts thereafter payable to the Partner under this Agreement — including any Lease Rental, Buy Back Amount, or other sums due — shall be paid by the Company to the Nominee, and such payment shall constitute full and valid discharge of the Company's payment obligations under this Agreement, without further reference to the Partner's legal heirs, executors or representatives.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

For the Company:	**For the Partner:**
By: ________________________	By: ________________________
Date: ________________________	Date: ________________________

Annexure 1

(List of Assets leased by the Partner to the Company under this Agreement)

S. No.	Description of Asset	Qty	Unit Cost (INR)	Total Cost (INR)	Make / Model / Serial No.
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Annexure 2 (Lease Rental Calculation)

DESCRIPTION	CALCULATION
(a) Total Bed Sales (all channels & extra charges, minus refunds, per PMS reports)	A
(b) Duties, taxes, cess or other levies charged to the guest	B
(c) Net Bed Sales post taxes	C = A − B
(d) Lease Rental (exclusive of GST)	D = Revenue Share % of C
(e) GST on (d), charged as per Article 2.5(a)	E
(f) Net amount payable to Partner	F = D + E, subject to TDS under Article 2.5(b)

Annexure 3 (Buy Back Amount)

The Buy Back Amount shall be inclusive of all applicable taxes and shall be calculated as below —

DESCRIPTION	AMOUNT
(a) Minimum Lease Rental	A
(b) Sum of all Lease Rentals payments made during the Term as per Annexure 2	B
(c) Difference between Minimum Lease Rental and (b)	C = A − B
(d) Nominal value of INR 100 (Rupees One Hundred only)	D
(e) Buy Back Amount	C, if C is positive (i.e., a shortfall exists and an additional payment is due to the Partner) OR D, if C is zero or negative (i.e., Lease Rentals paid equal or exceed the Minimum Lease Rental)