This Lease Deed is made at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_on this the \_\_\_\_\_ day of \_\_\_\_\_\_\_200\_\_\_.

BETWEEN

M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Company limited by shares and incorporated under the provision of Companies Act, 1956, having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, through its Authorized Signatory, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, duly authorized vide Resolution passed in the meeting of the Board of Directors held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as ‘THE LESSOR’ (which expression shall unless repugnant to the context or meaning thereof include its successors, representatives, heirs, successors and assigns) of the One Part.

AND

M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Company limited by shares and incorporated under the provision of Companies Act, 1956, having its Registered Office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through its Authorized Signatory \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ duly authorized vide Resolution passed in the meeting of the Board of Directors held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as ‘THE LESSEE’. Whereas the Lessor it the owner of Flats bearing Nos. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, having total area measuring about \_\_\_\_\_\_\_\_\_\_\_Sq. Mtrs., situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, was allotted on perpetual lease to the owner vide a perpetual lease deed dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ executed by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter referred to as “THE DEMISED PREMISES”.

AND WHEREAS the Lessor has agreed with the Lessee to grant to the Lessee under the terms of this Lease Deed the Demised Premises with all fittings, fixtures and furniture installed therein and as fully described in Schedule-I detailed hereunder annexed and forming part of Lease Deed for a period of \_\_\_\_\_ (\_\_\_) month’s w.e.f. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.The lessee has agreed to take on lease the same, subject to the covenants, conditions and stipulations, hereinafter in these presents expressed and contained.

NOW THIS LEASE DEED WITNESSETH AS UNDER

1.      That the Lessor hereby demises unto the Lessee all that the Demised Premises for a period of \_\_\_\_\_ months commencing from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.  The Lessee paying therefore unto the Lessor during the said period a monthly rent as provided herein below to the Lessor in respect of the Demised Premises payable in advance by the 7th day of each and every month during the said term with the lock-in-period of \_\_\_\_ (\_\_\_\_\_\_) Months during which the Lessee shall not vacate the Demised Premises or else would be liable to pay the rent for the entire period of \_\_\_\_\_\_ (\_\_\_\_\_\_\_) months, if vacated during the lock-in-period.

2.      THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS :-

i)                                The Lessee shall pay to the Lessor for the Demises Premises as rent a sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only), per month, commencing from \_\_\_\_\_\_\_\_\_\_\_\_\_\_.  The rent shall be exclusive of charges for consumption of electricity and water payments which shall be paid by the Lessee directly to the authorities concerned and give the receipt of the payments of the Lessor on monthly basis. At the time of making payment of first month in advance, the Lessee shall also give five post-dated cheques of monthly rentals of further five months encashable every month.  In case the Lessee vacates the premises after the premises after the completion of \_\_\_\_\_\_\_ months by giving \_\_\_\_ months advance notice, the balance post dated cheque(s) shall be returned by the Lessor to the Lessee.

ii)                   That the Lessee had deposited a sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only), with the Lessor at the time of signing of Lease Deed, as interest free refundable Security Deposit, which shall be refunded by the Lessor to the Lessee by pay order/Cheque payable at New Delhi at the time of handing over the actual physical vacant possession of the Demised Premises by the Lessee to the Lessor, subject to deduction of dues, pending bills and other charges, if any, which are to the account of the Lessee/borne by the Lessee. In case the Lessor fails to refund the security at the time of handing over the physical vacant possession of the demised premises by the Lessee, then the Lessor shall pay interest @12% p.a. on net refundable security only for number of days during which the lessor defaults in refunding the security (net).

iii)                 To pay, monthly/regularly, for all charges (including penalty etc.) of electricity and water consumed in the Demised Premises as per the meter installed in the Demises Premises and also pay for the Telephone (if installed) in the Demised Premises.  Any penalties imposed by any Competent Authority for the period prior to the date of commencement of Lease Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be borne & paid by the Lessor.

iv)                 The Lessee shall not use the Demised Premises for any illegal or immoral purpose or use it so as to cause any nuisance or annoyance to the owners/occupants of the said building or neighboring properties.

v)                  To keep the Demised Premises in clean and hygienic conditions at the Lessee’s cost.

vi)                 Not to assign, transfer, sub-let, underlet or grant license to use or part with the possession of the Demised Premises or any part thereof in any manner whatsoever, without the previous written consent of the Lessor.

vii)               To permit the Lessor and its duly authorized agents with or without the workmen and others at all reasonable time of the day with prior intimation, to enter upon the Demised Premises and to view the state or condition thereof and to do any premises or any works, acts and things required in pursuance of the provisions of the Municipal Corporation of Delhi or Delhi Development Authority or any other statutory body.

viii)              To repair at its own cost and expenses and damage, leakage, seepage, etc. to the Demised Premises caused by any act or default on the part of the Lessee, its servants, agents or visitors or otherwise by any reason whatsoever or by reasons of any breach of the Lessee’s covenants herein contained.

ix)                 To keep the interior of the Demised Premises in a good state and condition.  Any damage or breakage caused by the Lessee shall be made good by Lessee.

x)                  Maintenance responsibility: The Lessee shall make repairs including leakage/seepage, etc. arising in the course of normal use and those incidents to damage arising from negligence for misuse on the part of the Lessee at its own cost/expenses including the furniture and fixtures, etc. belonging to the Lessor.

xi)                 That no interior work shall be carried out by the Lessee without written permission from the Lessor which will be accorded within seven (7) days after submission of the layout/drawing/proposed changes and at the time of vacation or termination of this Lease, the Lessee shall take away its modular, cubical furniture and flooring, etc.  The Lessee shall restore the flooring, and demised premises in its original condition Including furniture, fixtures and fittings belonging to the Lessor and any damages caused by removal of its modular/cubical furniture/flooring etc. shall be borne by the Lessee and the Lessor has right to deduct the estimate of such damages from the refundable security deposit in case the Lessee fails to rectify/restore to its original condition and after deduction the net refundable security would be refunded to the Lessee.

xii)               Not to store goods of hazardous of combustible nature or which are so heavy so as to affect the structural safety of the said building or any part thereof. xiii)              The Lessee undertakes to yield up the Demised Premises in as good as a condition existing at the time of commencement of the Lease.

xiv)             To pay the proportionate amount of the maintenance charge for maintenance of the common areas of the building to D.D.A. or any other maintenance agency.

xv)               The Lessee shall be allowed to display it signboards outside the Demised Premises or facing main road as per the by-laws of the DDA/MCD any other concerned authorities at its own cost and risk.

3.  THE LESSOR HEREBY CONVENIENT COVENANTS WITH THE LESSEE AS FOLLOWS: -

i)                    The Lessor has full right and absolute authority to grant the lease of the Demised Premises as owner/possessor thereof.

ii)                   That the Lessee paying the rent hereby reserved and observing and performing the several covenants and stipulations hereinbefore on its part contained shall peacefully hold and enjoy the Demised Premises during the said term without any disturbances and/or interruption by the Lessor or any person lawfully claiming under the Lessor.

iii)                 To pay the house tax, ground rent, lease money, if any, payable to M.C.D./D.D.A in respect of the Demised Premises, expect maintenance charges of the Demised Premises.

iv)                 That if the Lessor at any time during the period of this lease or extended period thereof, as hereinafter mentioned, sell and/or transfer its rights in the Demised Premises as a whole or in any part or parts thereof to any person or more than one person then in such event the Lessee shall attorn to such transferee or transferees on the same terms and conditions as are contained herein. However, the transfer it any shall be subject to this Lease.

4.  PROVIDED AND IT IS HEREBY AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE AS FOLLOWS: -

i)                    That after expiry of the extended Lease period or earlier termination thereof, as the case may be, the Lessee shall hand over the vacant, physical possession of the Demised Premises with fittings and fixtures to the Lessor.  The Lessee at the time of vacation or termination of this Lease, the Lessee shall take away its modular, cubical furniture and flooring, etc.  The Lessee shall restore the flooring and demised premises in its original condition including furniture, fixtures and fittings belonging to the Lessor and any damages caused by removal of its modular/cubical furniture/flooring, etc. shall be borne by the Lessee and the Lessor has right to deduct the estimate of such damages from the refundable security deposit in case the Lessee fails to rectify/restore to its original condition and after deduction the net refundable security would be refunded to the Lessee.

ii)                   If the Lessee does not vacate the Demised Premises on expiry of this Lease or earlier termination or the extended period thereof as the case may be, as hereinbefore mentioned, then the Lessee will be bound by the terms of this extended Lease Deed to pay a penal rent @ Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only) per day, which shall be over and above the rent herein reserved, till such time that the Demised Premises are not handed over in vacant condition to the Lessor.

iii)                 That notwithstanding anything contained in these presents, this Lease shall be liable to be terminated forthwith by the Lessor on the happening of any of the following events:-

a)          If the rental payment are in arrears for two consecutive months :or

b)          In the event of breach of any of the terms and conditions to be observed or performed by the Lessee and such breach remains uncured beyond 15 days from the date of such breach:

c)           If the Lessee is declared insolvent/goes in liquidation.

On termination of the Lease, the Lessor shall be entitled to re-enter the Demised Premises and take/resume possession thereof.  The Lessee shall not in any way hinder or obstruct the resumption of possession by the Lessor. Further in such event the Lessee shall be liable for any Lease amounts, damages/compensation, interest and cost etc.

iv)                 That it is further agreed between the parties that after the expiry of lock-in-period of \_\_\_\_\_ months from the date of commencement of the lease, the lease can be terminated by Lessee by giving \_\_\_\_\_\_ months prior notice in writing to the Lessor.  In case the lessee does not pay the rent continuously for \_\_\_\_\_\_\_ months, then this lease shall be liable to be terminated forthwith.

v)                  No party shall (provided it complies with the provisions of this clause) be deemed in breach of this Agreement or otherwise liable to the other party for any failure or delay in performance by it of any of its obligations under this Agreement if and to the extent that the delay or non-performance is due to Force Majeure. If a party is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure that party shall immediately give written notice to the other of the nature and extent of the circumstances giving rise to Force Majeure.  The operation of this Agreement shall be suspended during the period (and only during the period) in which the Force Majeure continues and any time periods in this Agreement shall be extended accordingly. The party claiming to be prevented or delayed in the performance of any obligations under this Agreement by reason of Force Majeure shall use all reasonable endeavors to bring the Force Majeure to a close or to find a solution by which this Agreement may be performed despite the continuance of the Force Majeure. Immediately after the end of the event of Force Majeure, the affected party shall give written notice to the other that the Force Majeure has ended and resume performance of its obligations under this Agreement.

vi)                 No amendment, deletion, addition or other changes in any provision of this agreement or waiver of any right or remedy, herein provided, will be effective unless specifically set forth in writing signed by the parties to be bound thereby.  No waiver of any right or remedy on one occasion will be deemed to be waiver of such right or remedy on other occasion.

vii)               The failure of any party to insist in any one or more instances upon the strict performance of any of the provisions of extended Lease deed or to take advantage of any of its rights hereunder shall not be construed as a waiver of any of such provisions or the relinquishment of any such rights but the same shall continue in full force and effect.

viii)              That any notice required to be served upon the lessee shall be deemed to be served upon by registered A.D. post/renowned courier agency or left at the Demised Premises and duly acknowledged by the Lessee.

ix)                 That any notice which may be required to be served upon the Lessor shall be deemed to be sufficiently served and given if delivered to it by registered A.D. post/renowned courier agency or left at the address given in the Deed or change intimated to Lessee and duly acknowledged by the Lessee.

x)                  That the original Lease Deed shall be kept by the Lessor and its attested true copy shall be kept by the Lessee.

xi)                 The Lessee shall not make any structural addition or alternation in the said Demised Premises without prior written consent of the Lessor.

xii)               The Lessee shall take all fire preventive measures in compliance with the fire fighting regulations and safety system as prevalent on its own risk and cost.  It is made clear that any lapse on the part of the Lessee in installing safe and adequate fire fighting system in the said Demised Premises or on account of hazard originating from the Demised Premises shall not impose any legal or financial liability on the Lessor and Lessee agree to keep the Lessor indemnified in this regard.

xiii)              That this Lease Deed and the rights and obligations of the parties arising out of this Lease shall be construed to be enforced in accordance with the laws of India.

xiv)             That if any provisions of the Lease Deed shall be determined to be void or unenforceable under the applicable law, such provisions shall be deemed to have been amended to the extent necessary to conform to applicable law and remaining provisions of the Lease Deed shall remain valid and enforceable.

xv)               This agreement embodies entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties to this Agreement.

xvi)             That all expenses for registration and execution of this extended Lease Deed viz. stamp duty, etc. have to be borne by the Lessee.

xvii)            The Courts at Delhi shall have exclusive jurisdiction to try all suits or proceedings, matters or things in connection with the extended Lease Deed.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be thereunto affixed the day and year hereinabove written.

WITNESSES:

1.

LESSOR

2.

LESSEE