

LEASE DEED

THIS DEED OF LEASE (“Deed”) is operative since _____ and the parties have been acting as per terms of the Agreement since that time. Therefore, this Agreement is retrospective effect from _____. made at place as mentioned in the **Schedule-1** of this agreement: This lease deed executed date is _____.

Insert name of person, aged **insert age**, Indian Inhabitant, residing at **insert address** . (hereafter referred to as the “**Lessor**” which expression unless repugnant to the context thereof shall be deemed to mean and include his/her/its heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be) of the **ONE PART**;

AND

Insert name of Lessee, a company incorporated and registered under the Companies Act, 2013, having its registered office at **insert address** through its Authorised Signatory, as mentioned in the Schedule-1 of this Deed(hereinafter referred to as “**Lessee**” which expression shall unless repugnant to the context or meaning thereof mean and include their directors, successors, executors, administrators and permitted assigns) of the **OTHER PART**.

Lessor and Lessee shall wherever the context so requires be hereinafter collectively referred to as “Parties” and individually as “Party”.

WHEREAS –

- a. The Lessor is fully seized and possessed of and is otherwise well and sufficiently entitled to grant Lease in respect of the office/shop / premises located at the address stated in the Schedule-1 of this Deed and hereinafter referred to as “**the Leased Premises**”;
- b. The Lessor is the lawful owner of the Leased Premises and has obtained all the permissions, approvals and no objection certificates required under law in connection under the construction, occupation and commercial use of the Leased Premises and is duly authorized and entitled to enter into and execute this Deed;
- c. The Lessor has represented to the Lessee that the Leased Premise is free from all actions, claims, disputes, legal or otherwise and encumbrances of any nature whatsoever and has unencumbered and unfettered right under law to provide the Leased Premises on Lease basis.
- d. At the request of the Lessee, the Lessor has agreed to allow the Lessee to occupy and use the Leased Premises;
 1. the Lessor has purchased property bearing No: **insert address of leased premises**, under the registered Sale Deed dated **insert date** and registered as Document No: **insert** , Book I and stored in CD No: **insert** and registered in the office of the Senior Sub Registrar, **insert** ;
 2. the Lessor has constructed structures comprising of basement, ground, first, second, third and terrace floor/s on the above property;
 3. the katha of the above property No: **insert**, situated at **insert** stands in the name of Lessor and in confirmation thereof the Asst. Revenue Officer of **insert** has issued Katha Certificate **insert** vide No: **insert** and Katha Extract dated **insert** for the assessment year **insert**, confirming that katha of the above property stands in the name of Lessor, in its revenue records;
 4. the second floor of the above property is vacant and the Lessor is desirous to grant the lease of the same for **Bank/NBFCs** business;
 5. the Lessee is a Company constituted under the provisions of Indian Companies Act., 2013, incorporated on **insert** with the Registrar of Companies, **insert** vide CIN No: **insert**;
 6. The Lessor and the Lessee have agreed to record the terms and conditions in writing as under:

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Definitions and Interpretations:

- 1.1 In this Deed, unless the context otherwise requires, the following terms have the meanings indicated below:
 - 1.1.1. “**Deed**” shall mean collectively this Lease Deed, together with the schedules and annexures attached hereto, as amended, supplemented, replaced or otherwise modified from time to time, and including any other document which amends, supplements, replaces or otherwise modifies this Lease Deed.
 - 1.1.2. “**Applicable Law(s)**” or “**Law**” shall mean and include any act, rules, law, legislation, statute, order, regulation, notification, guidelines, circulars, policies, clearances, approvals, case-law, directions, directives, judgment, court order, treaty, by-law and orders of any Government or Government Authority or Authority in any relevant jurisdiction, as applicable and as amended from time to time;
 - 1.1.3. “**Applicable Permits**” shall mean all permits, Leases, authorisations, consents, clearances, franchises, exemption decrees, waivers, privileges, acknowledgments, concessions, approvals, rulings, orders, decisions and visas form, filings or registrations

with or applications submitted to, any Competent Authority or court or tribunal of competent jurisdiction necessary from time to time for on in relation to the Premises.

- 1.1.4. **“Competent Authorities”** shall mean (a) in respect of India, any of its Governments (central, state or local), or any ministry, directorate, inspectorate, department or political subdivision thereof, or any person exercising executive legislative, judicial, regulatory or administrative functions of or pertaining to Government or law (including any court or tribunal or adjudicative body), or any governmental entity, instrumentality, agency authority, corporate committee or commission under the direct or indirect control of any such Government; For avoidance of doubt, unless otherwise specifically mentioned, the expression “Competent Authority” for the purposes of this Deed shall mean the Competent Authority of India.

1.2 The interpretations and construction of the Deed shall be subject to following unless the context of the said Deed otherwise requires:

- (a) words of any gender include each other gender;
- (b) words using the singular or plural number also include the plural or singular number, respectively;
- (c) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Lease Deed;
- (d) whenever this Deed refers to a number of days, such number shall refer to calendar days unless otherwise specified;
- (e) headings are used for convenience only and shall not affect the interpretation of this Deed; and
- (f) references to the Clauses and Schedules shall be deemed to be a reference to the clauses and schedules of this Deed.
- (g) Any obligation not to do anything will be deemed to include an obligation not to suffer, permit or cause that thing to be done;
- (h) Grammatical variations of defined terms shall have the corresponding meaning;
- (i) Words such as “includes” , “including” and “such as” are deemed to be followed by “without limitation”
- (j) A reference to a statute or legislation is to that statute or legislation as amended, re-enacted, or replaced.

2. **Grant of Lease and Term:**

The Lessor hereby agrees to grant the Leased Premises and Lessee agrees to occupy and use the Leased Premises for such period and term (“**Lease Term**”) as mentioned in the Schedule-1 of this Deed.

The Lease Term shall commence upon expiry of the “Lease fee free” period unless the same is extended by the parties in writing.

The Lessee shall be entitled to use the Premises in connection for Business purpose including without limitation for the purpose of its business activities and for all matter’s ancillary thereto.

3. **Lease Rent:**

During the Lease term the Lessee shall pay to the Lessor, such Lease Rent as mentioned in the Schedule-1 hereunder [hereinafter referred to as the “**Lease Rent**”].

The Lease Rent shall be subject to deduction of Tax at source as per applicable Income Tax law as may be enforced from time to time and the Lessee agrees to pay the tax so deducted to

the Competent Authorities and furnish the relevant TDS certificate to the Lessor within the time prescribed in the applicable tax laws and rules made thereunder.

The Lease Rent shall be paid in advance by the **insert day** of every succeeding month for the Lease Term, basis on submission of GST invoice on or before **insert day** of preceding month.

In the event if the Lessee fails to pay the monthly rent/s on or before the due date/s, then, the Lessee shall be liable to pay interest at **insert%** (eighteen percent) p.a. from the due date till the date of payment

Notwithstanding anything anywhere contained herein in this Deed, the Lessee shall not be liable pay any other charges / expenses which are not otherwise agreed in this Deed.

4. Security Deposit:

The Security Deposit shall be **Rs. INSERT** /- (**INSERT SUM**) equivalent to **insert** months' rent. The Lessee has deposited with the Lessor a sum of INR **insert** /- (Rupees **insert sum** only) equivalent to **insert** months' rent by way of bank transfer("Security Deposit") and the Lessor discharges the Lessee of any obligation in this regard. The Security Deposit will be held by the Lessor to secure the due and faithful performance by the Lessee of the terms and covenants herein contained and on the part of the Lessee to be performed during the Lease Period. The Security Deposit shall be refunded by the Lessor to the Lessee on the last day of the expiry or sooner termination of the said Deed simultaneously with the Lessee handing over the vacant and peaceful possession of the Leased Premises to the Lessor.

5. Outgoings/Reimbursements:

The Lessee shall pay such charges /accruals /outgoings /utility charges as mentioned in the Schedule-1 hereunder for the Lease Term. It is hereby agreed by and between the Lessor and the Lessee hereto that in respect of the Leased Premises during the Lease Term, the Lessor shall bear and pay all taxes including property tax, cesses, duties whatsoever levied or to be levied by State Government, Central Government and local authority including Municipal Corporation etc. Also, the Lessor shall indemnify the Lessee from any claim, loss or liability arising out of the non-payment or delayed payment of such dues;

It is further hereby agreed that the Lessor shall be liable to pay outgoings such as society charges, maintenance charges and such charges/expense in respect of the Leased Premises directly to the society/authorities concerned. If the Lessor defaults in paying any of the amounts referred to in this clause, then the Lessee shall be entitled to make payment on behalf of the Lessor. In such case, the Lessee shall give to the Lessor **insert days (insert days)** notice in writing to reimburse to the Lessee the said sums. If the Lessor fails to make payment/s in within the stipulated period, then the Lessee shall adjust such sum against the Lease Rent payable to the Lessor, which the Lessor hereby expressly consents.

The Lessor shall pay all the existing property taxes in respect of the schedule property on or before the due dates;

The Lessee shall be entitled to deduct the TDS from and out of the monthly rents as applicable from and out of the rents payable to the Lessor. The Lessee shall furnish TDS Certificates to the Lessor every quarter to enable the Lessor to file its income tax returns. In the event, if the Lessee fails to furnish TDS Certificates, then, the Lessee shall immediately reimburse the amounts deducted towards TDS to the Lessor;

The Lessee shall pay the Goods and Service Tax as applicable that may be imposed by Central / State Governments or any other statutory authority arising out of the monthly rents payable by the Lessee to the Lessor, apart from monthly rents.

The Lessee at its cost shall secure the required permission/s and license/s from the competent Authority. The Lessor shall furnish all the required documents, no objections, affidavits, declarations and tax paid receipts to secure permission from the competent authority. The Lessee shall provide copies of permissions and licenses to the Lessor for its records.

The Lessee shall be liable to pay all taxes to the concerned Authority and Statutory Authority of State / Central Government, related to the business carried out by the Lessee in the schedule property;

6. Power / Power back up / Water supply and other facilities:

The Lessor shall at its own cost provide adequate KVA within the specified period as mentioned in the Schedule I and electrical load from the concerned electricity department for the Leased Premises to meet the electrical load requirements of the Lessee. The Lessor shall alone be responsible for making all the payments to the concerned authority/ies like Security deposit, connection charges, charges for electrical meter & all/any other charges etc. related to obtain of the required electrical load. The Lessor shall arrange for this electrical load within period as mentioned in the Schedule-1 and the Lessee will have a right to withhold the Lease Rent after expiry of such time the electrical load is obtained;

The Lessor has provided **INSERT KVA** electricity load to the leased premises to meet the electrical load requirements of the Lessee. The Lessee shall pay the consumption charges as per the electricity meter bearing RR No: _____ attached to the leased premises at the rates and other fixed charges prescribed by **insert like Madhya Pradesh State Electricity Vitran, BESCO** Authority from time to time.

The Lessor has provided uninterrupted power supply to the schedule property through generator facility upto 9pm, in case of power cut post 9pm Lessee shall bear the cost of generator facility on actual basis of consumption of diesel charges. The Licensor will keep the premises open on all days on working hours. However, access will be provided during other times for which the Lessee shall communicate in advance.

The Lessor shall ensure the regular and uninterrupted supply of potable water throughout the Leased Premises, save and except the shortage of water as a result of breakdown in the plumbing system or for the reasons beyond the control of the Lessor. However, the Lessor shall ensure that the plumbing system of the said building is kept in good condition, in order to ensure the regular and uninterrupted supply of water in the building throughout the continuance of the Lease Term.

7. Renewals:

This Deed shall be for a period/term as mentioned in the Schedule-1. The Lessee and or its Affiliates (*as defined hereinafter*) shall have the sole option of extension/renewal of the said Deed and shall execute such option only by issuing a written notice to the Lessor two (2) months prior to the expiry of the Lease Term. In the event of the Lease term being extended/renewed, the same shall be evidenced as a fresh Lease Deed containing terms mutually decided by the parties.

After expiry of the lease period, the lease may be extended by entering into a fresh lease deed on mutually agreed terms and conditions.

8. Renovations/Alterations:

The Lessor agrees, permits, grants and consents to the Lessee to make alterations (non-structural) and the Lessee shall be permitted to equip the Leased Premises by installing

fittings such as wooden and glass partitions, extra fixtures to and/ or the electrical cables and wiring. The Lessee shall at all the times be entitled to undertake interior works in respect of the said Leased premises like civil, electrical, computer system, cabling, office automation, air conditioning so as to suit the business requirements of the Lessee. It is further agreed that the Lessee shall during the Lease term be entitled to bring in and install loose items of furniture and equipment which are necessary for the Lessee's business purpose. Any installation of a mobile or unfixed nature, which is capable of being removed without damaging the Leased Premises, may be removed by the Lessee on expiry or early termination of the said Deed (natural wear and tear excepted). The Lessor shall permit the Lessee to affix its signboard/glow sign outside the Leased Premises and at such other places as is permitted by the local authorities and regulations.

9. Other Facilities:

- a. The Lessor has no objection to the Lessee installing telephone lines and other communication lines, and other communication devices in the Leased Premises either from **MTNL/BSNL** or from any other service provider.
- b. The Lessor shall provide adequate space whether on the terrace of the building where the Leased Premises are located or such other suitable place for the installation of V-SAT antennae and other means of wireless communication and to have access thereto for the maintenance of the same. No extra rent or charges shall be paid by the Lessee to the Lessor and the same shall be considered as part of the Lease Rent.
- c. The Lessor shall ensure to provide and maintain the all other facilities as mentioned in the Schedule-1 hereunder in respect of the Leased Premises during the continuance of the said Deed.
- d. The Lessee shall be entitled to use the address of the premises on any of its letterheads, business cards, invoices, stationary, publicity materials, advertisements or other communication. Also, the same address can be used for registering the branch under the various statues like Goods and Service Tax (GST) and other competent authorities, which the Lessor hereby expressly consents.

10. The Lessee for themselves, their successors and assigns and to the intent that their obligations may continue throughout the term hereby created, but not exceeding the Lease Period, covenants with the Lessor as follows:

- a. The Lessee shall use the Leased Premises either for its own purpose or permit the use of the Leased Premises by any of its holding/subsidiaries/group companies/ associate companies ("Affiliates"). Use of the Leased Premises by any of the Affiliates will not be termed as change of user and the same shall be deemed to have been specifically agreed by the Lessor. However, on termination or early termination of the said Deed, the said Affiliates shall, along with the Lessee also be liable to vacate the Leased Premises and shall hand over vacant and peaceful possession of the Leased Premises except for the normal wear tear to the Lessor without any demur and it shall be the responsibility of the Lessee to handover possession of the Leased Premises to the Lessor as aforesaid;
- b. The Lessee shall not do or suffer to be done any act or thing whereby the interest and the rights of the Lessor in the Leased Premises are in any manner affected or prejudiced;
- c. The Lessor will provide a common security/ liftman facility when it is reasonably required by Lessee.
- d. The Lessor will keep the premises open on all days i.e. 7 days x 24 hours and 365 days a year.

11. Lessee representation, warranties, confirmation, and Deed:

- a. The Lessee represents and warrants that it is fully authorized to enter into this transaction and the execution of the said Deed constitutes legal, valid and binding obligations on its part and that all resolutions, filings, consents, declarations and statements as may be necessary in law or otherwise to be made or obtained by it have been duly passed, made and/ or obtained;
- b. The Lessee agrees that the Lessor shall not be liable for any loss or theft of any valuables or articles kept by the Lessee in the Leased Premises;
- c. The Lessee shall not use the Leased Premises in any manner, which may cause annoyance to the Lessor or its neighbours. The Lessee shall also not use the Leased Premises for any unlawful activity or the purpose prohibited in law;

12. The Lessor doth hereby represents, declare, warrants, undertakes and covenant with the Lessee that:

- a. The Lessor hereby represents warrants and assures the Lessee that the Lessor has good and valid title, with power and authority to grant this Lease to the Lessee and to arrive at all suitable Deeds in respect of the Leased Premises or pertaining thereto. The Lessor hereby represents that the Leased Premises is free from all or any encumbrance during the subsistence of the Lease or any extension thereof. The Lessor has obtained all consents, permission and approvals as may be necessary in law or otherwise, if any, to give effect this Deed.
- b. Subject to the Lessee observing and performing and the covenants on its part, the Lessor agrees that during the Lease term the Lessee shall be permitted the use of the Leased Premises without any interruption by the Lessor or any person claiming any right, through, under or in trust for this Deed shall survive against the heirs, successors and legal representative of the Lessor;
- c. The Lessor further represents and warrants that the execution of this Deed constitutes legal, valid and binding obligations on the part of the Lessor and that all filings, consents, declarations and statements as may be necessary in law or otherwise to be made or obtained by the Lessor have been duly made and/ or obtained;
- d. If during the Lease term, Lessor sells, mortgages or creates charge, transfer or otherwise disposes off said right, title and interest in the premises, the same shall be subject to the terms and conditions of this Deed so as not to jeopardize the use of the Premises by the Lessee. In such a event, the Lessor shall notify the Lessee 90 (ninety) days in advance in writing its intentions to do so and shall ensure that the prospective new purchaser of the Premises shall confirm to the satisfaction of the Lessee that the terms herein agreed to, in this Deed shall be binding on the prospective purchaser(s). The Lessor shall keep the Lessee saved, harmless and indemnified against any loss, damages, expenses, claims, actions, which the Lessee may suffer based on the representations made by the Lessor, in this Deed and believing such representations to be true;
- e. The Lessor shall ensure that the exterior of the Leased Premises and the entire sanitation system, common electrical fittings, common drains, gutters and external pipes thereof are kept and maintained in good and substantial repair, order and good condition;
- f. The Lessor shall ensure that the said common entrance, doorways, staircases, landings, lobbies, passages, leading to the Leased Premises and within the compound wall of the said building are kept sufficiently clean, lighted, safe and in substantial repair and good order and condition;
- g. All structural and other repairs if any in the Leased Premises required during the term of the Lease shall be carried out by the Lessor at its own cost. If the Lessor fails to carry out the necessary repairs between **insert days to insert days** from date of a written notice by

the Lessee requiring it to do the same, the Lessee may carry out the repairs and deduct the cost from the Lease Rent payable to the Lessor.

- h. The Lessor have agreed and undertake to obtain necessary permission from the Local Body or any other concerned authority to carry out the interior/ civil work as per the requirements of the Lessee.
- i. The Lessor assures that the construction of the Leased Premises has been done as per the plans sanctioned by the prescribed authorities and no part/portion of the Leased Premises consists of any irregular/unauthorized construction and that the Lessee can lawfully use the Leased Premises for commercial business purposes. In the event if Lessor receives any notice or order from any Competent Authority, Lessor shall promptly inform about the same to the lessee and shall procure/ obtain protective order against such notice, claim or proceedings or take any appropriate actions to safeguard interest of Lessee. If the lessor fails to take appropriate action within the timeline prescribed by the authority on account of which damages or loss suffered by Lessee, then Lessor undertakes to indemnify and keep indemnified the Lessee against all consequences arising out of the same, including for the cost, or any other claims and demands relating thereto.
- j. The Lessor confirms that there is no material defect in the Leased Premises, with reference to its intended use or in its title of which the Lessor is, but the Lessee is not aware of;
- k. That the Lessee shall be allowed to peacefully and quietly use, occupy and enjoy the Leased Premises during the term of this Lease without any interruption or disturbance by them or by any person claiming through, for, under or in trust for the Lessor;
- l. The Lessor agrees that the Title of the Leased premises is free, clear and marketable;
- m. That there is no litigation pending in respect of the Leased Premises nor is the Leased Premises attached by the order of any Court in India;

13. Insurance:

The Lessor shall be responsible at their own cost in consultation with the Lessee to keep the Leased Premises adequately insured covering risks such as fire, flood, earthquake, storm, tempest, aircraft collision, riot, sabotage etc. The cost of such insurance, shall however, be borne by the Lessor. The Lessee may, if it wishes, obtain at its own cost, any insurance cover in respect of its good and belongings in the Leased Premises and in respect of a claim under such insurance, the Lessee shall be entitled to receive and retain any amount settled by the insurer.

The Lessor at his cost shall insure the schedule property from all possible risks and keep the insurance policies renewed from time to time. Any compensation allowed in respect of the schedule property comprising of land and structures standing thereon shall belong to Lessor;

The Lessee at its cost shall insure the interiors, stocks-in-trade, electronic gadgets and other items belonging to them. The Lessee shall be entitled for the claims that may be allowed by the insurance company;

14. Termination of the Deed:

- a. By efflux of time the Lease will be terminated on the date as mentioned in the Schedule-1;
- b. The Lessor shall not be entitled to terminate the Lease during the term of Deed except

on account of breach as detailed in Clause 14 (d) given herein below;

- c. Notwithstanding anything contained herein in the said Deed the Lessee in its sole discretion shall be entitled to terminate, without assigning any reason thereof to the Lessor, this Deed by serving a notice period of **INSERT DAYS** and Lessor shall be liable to refund the Security Deposit to the Lessee simultaneously upon Lessee handing over keys and quit / vacant the Leased Premises to Lessor.

Upon such early termination of the said Deed, the Lessor shall not be entitled to claim any compensation, damages, loss under any nomenclature from Lessee for any reason whatsoever.

- d. Notwithstanding anything contained in the said Deed, in the event of the any party (the Lessee or the Lessor) committing any breach (defaulting party) of the terms and conditions herein contained the other party shall give **INSERT DAYS** notice thereof in writing to the defaulting party, calling upon the defaulting party to rectify such breach and if it fails to do so within the notice period, the other party shall be entitled to terminate this Deed;
Notwithstanding anything contained in the said Deed, if the lessee commits two defaults in the matter of payment of rent or commits breach of any of the terms of this lease deed and also fails to perform its part of the obligation stipulated under this lease deed in a year, then, the Lessor shall be entitled to terminate the lease irrespective of the period of lease and take possession of the schedule premises without prejudice to the other rights;
- e. The Lessor shall grant the Lessee a non-chargeable Lease Rent free grace period of 15 days from the expiry or earlier termination/ termination of this Deed.

15. Consequences of Termination:

- a. Upon termination or early termination of the said Deed, the Lessee shall cause itself and its employees and officers to vacate the Leased Premises and remove there from all its furniture and fixtures as have been brought in by the Lessee;
- b. The Lessor shall refund the said Security Deposit to the Lessee on the expiry or earlier termination of the said Deed subject to deduction, if any, of arrears of the Lease Rent and other utilities bills simultaneously on the Lessee vacating the Leased Premises. In the event the Lessor is unable to refund the Security Deposit on the date of expiration or earlier termination of the said Deed, for such time as the Lessor does not or is not in a position to refund the Security Deposit, the Lessor shall be disentitled from asking the Lessee to handover the vacant possession of the Leased Premises and the Lessee shall continue to occupy the Leased Premises without any liability towards monthly charges or any other charges payable by the Lessee under the said Deed. Further, the Security Deposit will carry interest **@ insert**% per annum compounded every month from the date on which the refund is due till its repayment and the Lessor shall be liable to the repayment of the Security Deposit along with the interest. This shall be without prejudice to the Lessee's rights and remedies available in law to seek refund of the Security Deposit.

16. Force Majeure:

If during the Lease term, as a result of national emergency, riots, general strikes, war, fire, flood or any other reasons beyond the control of Lessee which causes the Lessee to restrict to have access to the use of the Leased Premises or is unable to have access thereto on account of force majeure cause/s resulting in loss or destruction of the Leased Premises, the obligations of the Lessee to pay the Lease Rent to the Lessor under this Deed shall be decided

mutually between Lessor and Lessee, however if such force majeure cause/s cease to operate during the Lease term, then the obligation of the Lessee shall come into operation immediately. If such an event as contemplated in this clause persists for more than **insert days**, this Deed shall at the option of the Lessee stand terminated at the expiry of such **insert days** and in which case all consequences of termination will follow.

Upon such termination occurring on account of provision of this clause then the Lessor shall, on such termination refund the Security Deposit to the Lessee and till such time the Security Deposit is refunded the Lessee will be entitled to occupy the Leased Premises without being liable to pay any amounts and such occupation will be physical or constructive as the case may be and the Lessor shall be disentitled to seek possession of the same from the Lessee. This is without prejudice to the rights of the Lessee in law to recover the Security Deposit.

Miscellaneous:

- a. The Lessee may, upon request by the Lessor, deposit such additional monies with the Lessor to enable the Lessor for providing/arranging or to provide (additional) amenities or utilities in form of (additional) Electric Power connection along with separate Electric Meter (over the currently provided one), water supply, etc. from the concerned authorities. Any amounts so being deposited for this specific purpose with the Lessor shall be in the form of a refundable deposit and which will be repaid/refunded by the Lessor to the Lessee upon termination/expiry or earlier termination of this Deed and the same shall be without delay, deduction and demur;
- b. No waiver of any provision of this Deed or consent to any departure from it by either party will be treated as effective unless it is expressly in writing. A waiver or consent will be effective only for the purpose for which it was given. No default or delay on the part of either party in exercising any rights, power or privileges operates as a waiver of any right, nor does a single or partial exercise of any right preclude any exercise of other rights, power or privileges;
- c. In the event of any claim/dispute to the title/ownership in respect of the Leased Premises by any person and persons, subsequent to the execution of this Deed and occupying use of the Leased Premises by the Lessee, it is agreed between the parties that the Lessee shall continue to occupy the Leased Premises and shall withhold the payment of the Lease Rent till such time, the title /ownership to the Leased Premises is established to the entire satisfaction of the Lessee;
- d. If any part of this Deed is determined by a court to be invalid or unenforceable, the remaining part of the said Deed will not be affected, impaired or invalidated, but will continue to bind the parties. The invalid or unenforceable part of the said Deed shall be treated as if it had been modified to comply with applicable law and the parties shall thereupon negotiate to agree on a mutually satisfactory provision to substitute the provision found to be invalid or unenforceable;
- e. No alterations, additions or modifications hereto shall be valid and binding unless the same are reduced to writing to signed by both the parties;
- f. In case of a dispute between the Lessor and the Lessee, the same shall be referred to the arbitration by a sole arbitrator to be appointed by the Lessee. The arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Language of the Arbitration shall be English. The Place of Arbitration shall be **INSERT PLACE, State** ;

The provisions of The Transfer of Property Act.1882, shall apply to this lease deed.

The Court/s at **insert** shall have jurisdiction, in case of disputes between the Parties hereto.

- g. The courts in **insert** shall for the purpose of this Deed be deemed the courts of competent jurisdiction.
- h. The clause headings to this Deed are mentioned only for sake of convenience and do not have bearing on the interpretation of the terms of any clause of this Deed.
- i. The Stamp Duty and registration charges for this Deed shall be borne by the Lessor and Lessee in the proportion as mentioned in the Schedule-1 hereunder. Attorney costs shall be borne individually by each party.

Schedule – 1

Lessor	INSERT
Leased Premises	<p>INSERT LEASED PREMISES ADDRESS MENTION EXACT DETAILS as per KHATA AND PROPER DUE DILLIGENCE OF PROPERTY, and bounded on the :</p> <p>East By : Area Open to Sky;</p> <p>West By : Area Open to Sky;</p> <p>North By : Lift Area, Staircase Area and Area Open to Sky;</p> <p>South By : Area Open to Sky;</p>
Leased Premises Area (In Sq.Ft.)	MENTION CARPET
Lease Period	INSERT
Lease Rent	<p>1. Till INSERT from the date of handover of the possession of the said Premises shall be “Rent Free Period” during which the Lessee shall not be liable to pay any rent or other charges and shall be allowed to carry out fit out in the Demised Premises.</p> <p>2. The Lessee shall be liable to pay rent INSERT/- (INSERT IN WORDS) plus GST per month & Rs. INSERT/- towards Maintenance and INSERT /- towards water charges to the Lessor. The rent shall commence from INSERT DATE, MONTH and YEAR. The rent shall be paid on or before 7th of each calendar month in advance subject to receipt of correct tax invoice. The rent is subject to deduction of TDS & shall be paid by the Lessee through RTGS/ NEFT / other digital modes of payment. Also, the Lessor agrees to pay the GST amount received from Lessee as per the requirement of the GST Law. If, GST not deposited to the Competent Authorities by the Lessor, Lessee has a right to withhold the GST amount for the subsequent months until the Lessor pays the said GST dues.</p>
Bank Account Details	INSERT
Lock in Period	INSERT months i.e. The period till INSERT Date, Month and YEAR shall be treated as lock-in-period of lease. The Lessee is not entitled to determine the lease during the said lock-in-period of lease. In the event, if the Lessee decides to terminate the lease during the lock-in-period of lease, then, the Lessee shall be liable to pay the monthly rents for the un-expired lock-in-period of lease, if Lessee fails to pay the same, then the Lessor is entitled to recover the said amount from and out of the interest free refundable security deposit;
Lease Fee escalation	INSERT% escalation of Lease fee after every year commencing from INSERT DATE, MONTH and YEAR
Security Deposit	Refundable interest free security deposit of Rs. INSERT VALUE/- (INSERT VALUE in WORDS only) . In case of non-payment of Monthly Lease Rent, the Lessor will be allowed to adjust the same against security deposit amount.
Other charges payable by Lessee	<p>(i) Electricity charges on actual basis consumed by the Lessee in respect of the said Leased Premises and receipt of bill.</p> <p>(ii) Telephone charges on actual basis on receipt of the bill</p>

	(iii) GST (if applicable) will be reimbursed, against Lease fee of previous month GST paid receipt to Government Authority.
Stamp duty & registration charges	This Lease Deed shall be executed in duplicate.
Other Facilities-	Electricity facility – INSERT KVA Commercial supply

All notices required to be served shall be given in writing by pre-paid registered post or hand delivery and shall be forwarded to the respective addresses of the parties given herein below;

In case of the Lessee:

Attn.: Mr./Ms. **INSERT**
Registered Address
INSERT ADDRESS
E-mail id: **INSERT EMAILID**
Mobile No: **INSERT MOBILE**
Telephone No.:

In case of the Lessor:

Attn.: Mr./Ms **INSERT**
E-mail id: [**INSERT**]
Mobile No: **INSERT MOBILE NUMBER**
Telephone No.:

IN WITNESS WHEREOF the Lessor and the Lessee have set their respective hands to these presents and a duplicate thereof and the Lessor and the Lessee have caused the same to be executed in a manner appearing hereinafter, on the day, month and year first hereinabove written.

SIGNED AND DELIVERED by the within)
Named LESSOR by the hand of)
_____)
In the presence of :)
1. _____)
2. _____)

SIGNED AND DELIVERED by the within)
Named LESSEE by the hand of)
Through its Authorised Signatory)
_____)
In the presence of :)
1. _____)
2. _____)

R E C E I P T

Received with thanks a sum of Rs. _____ vide Demand Draft
No. _____ dated _____, drawn on _____, _____, from **INSERT NAME**
OF COMPANY, having its registered office at **INSERT ADDRESS** on account of Security Deposit,
in terms of Lease Deed dated _____, pertaining to premises at premises at **INSERT**
DEMISED PREMISES ADDRESS

Signature
on
Revenue
Stamp

Dated : _____

Place : _____

Plan of the Leased Premises