

**LEASE DEED**

THIS LEASE DEED is made and executed at Delhi on .....(Date)

BETWEEN

Smt. Sudarshan Kaur W/o Sh. Paramjit Singh R/o H. No. M-170, Greater Kailash-II, New Delhi hereinafter referred to as the LESSOR, which expression shall unless excluded or repugnant to the context to be deemed to include legal heirs i.e. Mr. Paramjit Singh, Husband of Lessor herein, successors, executors, administrators, representatives and assigns of the FIRST PART.

AND

M/s. Dave Thomson Associates (India) Pvt. Ltd. having its registered office at Satyug-Villa 1<sup>st</sup> Floor, 5, Gurunanak Nagar off Shankarshet Road, Pune through, their Director Mr. H. R. Srinivas to enter into these presences hereinafter referred to as the LESSEE which expression unless excuded or repugnant to the context shall include and mean, successors, successors in interest and assigns of the SECOND PART.

WHEREAS the Lessor has represented to the Lessee that she is the owner/landlady of the Basement portion of the construction at M-170, Greater Kailash-II, New Delhi admeasuring 760 Sq. ft. approximate covered area in the said premises and is desirous of letting out the same, hereinafter referred to as the demised premises.

AND WHEREAS the Lessee has offered to take the demised premises on Lease and the Lessor has agreed to let out the same on the terms and conditions hareinafter specified.

**NOW THIS AGREEMENT WITNESSETH AS UNDER:**

1. That the Lessor hereby conveys to the Lessee the basement portion of the said premises admeasuring 760 Sq. ft. Approx for a period of 24 months with effect from 1<sup>st</sup> Sept. 1993 at a monthly, rent of Rs. 4000/- (Rs. Four thousand only) exclusive of Electricity, water charges, actual bills/ rental charges of Telephone/Fax whenever installed in the demises premises.
2. That the Lease will be for an initial period of 24 months with effect from 1<sup>st</sup> Sept. 1993, in case the Lease is reminded at the option of the Lessor and with an enhances increase of 10% of rent payable per annum immediately after expire of every 12 months period. The duration of Lease period 24 months is the essence of this agreement with the provision that both, the Lessor and the Lessee have the right to either terminate the Lease even before the expiry of the Lease period, by giving 3 months written notice. The Lease is therefore for a fixed period of 24 months w.e.f. 1<sup>st</sup> Sept. 1993 ending on 31<sup>st</sup> Aug. 1995

thereafter the Lessor shall have the option to renew the Lease for a further period of 2 years at the terms and conditions as laid out by the Lessor.

3. That on the date of execution of this Lease Deed the Lessee had paid a sum of Rs. 36000/- (Rs. Thirty Six Thousand only) vide pay order No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on.....as security deposit which will be kept by the Lessor for the due performance of the terms and conditions of this Lease, free of interest. On termination of the Lease, the Lessor shall refund the security deposit/unadjusted Advance rent, if any. In case the Lessor fails to refund the security Deposit/balance advance rent, the Lessee shall be entitled to charge interest 21% P.A. from the date of termination of Lease till the date of refund. Additionally, the Lessee shall be entitled to hold possession of the property till the refund of security deposit/unadjusted advance rent alongwith interest, if any is made without payment of rent/Lease money. This will be applicable only on production of documentary proof by the Lessee to the Lessor that all dues pertaining to electricity and any other charges payable by the Lessee have been cleared upto date.
4. The Lessee covenants with Lessor as under :
- i) That the Lessee agrees to pay a monthly rent of Rs. 4000/- (Rs. Four thousand only) mentioned above on or before 7<sup>th</sup> day of every month.
  - ii) The Lessee agree to carry out minor repairs or replacement of broken parts in electrical and sanitary installations and glasses himself, but major repairs pertaining to the structure of the house will have to be done by the Lessor, as and when considered necessary by him. However, the Lessee shall handover the vacant physical possession to the Lessor on termination of this Lease in the same conditions as it has been handed over to him on 1-9-93.
  - iii) That the Lease is for a period of 24 months only commencing from 1-9-93. The Lessee shall give vacant possession of the premises to the Lessor after the expiry of the Lease period.
  - iv) That the Lessee shall duly comply with all the local rules and regulations of local authorities with regard to the use of the premises.
  - v) That the Lessee shall pay the electricity charges in accordance with the bills at rates determined by DESU and accordance with bills/demands received from DESU, NDMC including meter rents etc. The meter readings on the date of possession will be duly recorded.
  - vi) That the demised premises have been let out to the Lessee for authorised use only.
  - vii) That the Lessee shall permit the Lessor or his duly authorised agents during reasonable hours in the day time to enter upon the demised premises for inspection of the Lessor's fixtures and fittings therein, and the premises as may be deemed fit by the Lessor.

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- viii) That the Lessee at the expiry of this Lease shall deliver peaceful and vacant possession of the demised premises to the Lessor together with the fittings and fixtures installed in good condition as the same are at present, reasonable wear and tear and damage by fire, earthquake, civil commotion, act of God excepted including lightening to fittings etc. but excluding telephones, fax computers and air conditioners. No fixtures, wood work etc. carried by the Lessee shall be removed/damaged at the time of handing over vacant possession of the demised premises.
  - ix) That the Lessee shall not make any<sup>8</sup> alteration of permanent nature within the premises as well as in the open space, without the written consent of the Lessor.
  - x) That the Lessor shall not interfere with the peaceful enjoyment of the property by the Lessee whether directly or indirectly.
  - xi) That the Lessee shall keep the premises in good tenantable condition and shall not cause any loss/ damage to it, subject to normal wear and tear of the premises.  
The Lessee shall observe and perform at all time during the continuance of the terms hereby created all the terms and conditions herein as contained.
  - xii) That the Lessee shall in the event of unfortunate and unseen demise or incapacitation of Lessor will for all purposes treat Mr. Paramjit Singh, Husband of Lessor as the rightful receipt of rents or any other dues payable by the Lessee as per the terms set forth above in this deed without any let or hinderances. The said Mr. Paramjit Singh will have the full authority to enforce any or all provisions contained in this agreement. He shall be my sole beneficiary and executor.
  - xiii) That the Lessee will not park any motor car or any other vehicle in this outer drive way of the premises at any time both inside and outside the main gate.

5. That the Lessor hereby covenants with Lessee as follow:-

- i) That the Lessor has good right and full power and absolute authority to Lease the demised premises to the Lessee in manner herein contained.
- ii) To observe and perform at all times during the continuance of their terms hereby created, all the terms and conditions contained in the Lease by virtue of which the Lessor is holding the said premises and to keep the Lessee indemnified against any breach or consequences thereof.
- iii) To pay discharge all rates and taxes whether Municipal or otherwise and to her assessments and outgoing which are payable in respect of Lessor failing to pay any such amount when the same shall fall due for payment, the Lessee shall be entitled to pay the same on behalf of the Lessor and to deduct the amount so paid from the rent payable by the Lessee to the Lessor hereunder.
- iv) To comply with, at his own cost, all requirements and regulations of the Municipals or other lawful authority concerning the demised premises to be observed by the owner/landlady.

- v) That the Lessee paying the Lease money hereby reserved and performing the several covenants conditions and agreements herein contained and on its part to be observed and performed, the Lessee shall peaceably hold and enjoy the demised premises together with the Lessor fixtures and fittings therein during the said terms without any interruption or disturbance from or by the Lessor or any person claiming through under or in trust for the Lessor.
6. It is hereby mutually agreed and declared by the parties hereto as follows :-
- i) In the event of the demised premises or any part thereof being destroyed or damaged by fire, earth quake, flood war air raid civil commotion, riots or other act of God or irresistible force during the period of the Lease, this Lease shall at the option of the Lessee be terminated. And in the event of the Lessee being desirous of any part thereof as the case may be so as to enable the Lessor to repair the damage or reinstate the same and the rents hereby reserved shall remain suspended till the demised premises or any part thereof as the case may be reinstated or restored to its former state and possession if delivered over to the Lessee for the remaining part of this Lease, if any.
- ii) That in the event of any dispute or difference arising out of this agreement, the matter will be referred to the Arbitrator apporved by common consent of both the parties and his decision will be binding on both parties.
- iii) That the parties to the agreement have specifically agreed that considering the location, accommodation, and condition of the said property, the Lease rent is fair rent and in consonance with the property, market rates.
- iv) That the terms and conditions of this agreement as stated above shall be binding on both the parties.
- v) If the rents or other amounts due under the Lease deed or any part thereof shall remain unpaid for more than one month and if any covenant on the Lessee's part herein contained shall not be performed or observed by the Lessee and shall continue to do so for the period of 30 days after written notice by the Lessor thereof to the Lessee then and in any of the said cases it shall be lawful for the Lessor to reenter the demised premises or upon any part thereof in the name of the whole and the Lease shall thereupon be terminated, but without prejudice to any claim or action or remedy which either of the parties may have against the other as on that date in respect of any branch, non-performance or non-observance of the covenants or conditions herein contained.
- vi) The Lease shall automatically come to an and determined on the expiry of the Lease period. Hence peaceful and vacant possession of the demised premises will be deemed to have been handed over by the Lessee to the Lessor.
- vii) The cost of preparation of the original Lease and duplicate thereof and stamps and registration fee and in connection with the same shall be borne and paid by the Lessee. The Lessor shall retain the original of the Lease deed and the Lessee the duplicate thereof.

IN WITNESS WHEREOF, these presents have been executed by the parties hereto on the day, month and year first mentioned herein above in presence of witness:

LESSOR  
LESSEE

Witnesses:           (1)                   (2)

**Note: Read Section 105 to Section 111 of the Transfer of Property Act, 1882.**