



Registration and Stamp Department  
Madhya Pradesh

21/03/24  
B/B

Registration Certificate

Registration Details

E-Registration Number	MP142592024A1335576
Registration Date	15/03/2024
Date of Printing e-Registration Certificate	16/03/2024
Market Value of Property (If Applicable)	131826200
Consideration / Secured / Premium Amount (Rs.)	0
Registration Fee (Rs.)	988697
Total Stamp Duty (Rs.)	1318262
SR Name	MANVENDRA BHADORIA
SRO Name	SUB REGISTRAR OFFICE GWALIOR 2

Lessor-Self

Name Rahul Shrivastava  
Father/Husband's Name H K Shrivastava  
Address 1, Durga Enclave, C.P. Colony Road, Morar, Gwalior, GWALIOR, Madhya Pradesh, INDIA

Name Archana Shrivastava  
Father/Husband's Name Rahul Shrivastava  
Address 1, Durga Enclave, C.P. Colony Road, Morar, Gwalior, GWALIOR, Madhya Pradesh, INDIA

Name Aagrah Shrivastava  
Father/Husband's Name Rahul Shrivastava  
Address 1, Durga Enclave, C.P. Colony Road, Morar, Gwalior, GWALIOR, Madhya Pradesh, INDIA

Digitally signed by  
MANVENDRA  
SINGH BHADORIA  
Date: 2024.03.16  
12:06:56 IST





Registration and Stamp Department  
Madhya Pradesh

Lessee-Self

Organisation Name Dayadevi Education Committee  
Authorized Person's Name Rahul Shrivastava  
Address 1, Durga Enclave, C.P. Colony Road, Morar, Gwalior , GWALIOR, Madhya Pradesh,  
INDIA



Signature of Sub-Registrar



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Registration and Stamp Department  
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code 01011413032024002418  
Total E-Stamp Amount 1318262  
Govt. Stamp Duty (Rs.) 1318262 Municipality Duty (Rs.) 0  
Janpad Duty (Rs.) 0 Upkar Amount (Rs.) 0  
Exempted Amount(Rs.) 0  
E-Stamp Type NON-JUDICIAL  
Issue Date & Time 13/03/2024 11:39:56  
Service Provider or Issuer Details RUPAM SHARMA/SP011441509202000046  
SP/SRO/DRO/HO Details VAYU NAGAR GWALIOR GIRD(GWALIOR) GWALIOR

Deed Details

Deed Type Lease Deed  
Deed Instrument Lease, including an under-lease or sub-lease and any agreement to let or sub-let or any renewal of lease, other than mining lease - where the lease purports to be for a term exceeding ten years, but up to twenty years - one percent of the sum of the amount of premium or money advanced or to be advanced and the average annual rent reserved, or of the market value of the property whichever is higher, subject to a minimum of Five hundred rupees.  
Purpose lease

First Party Details

Name Aagrah Shrivastava  
Address 1, Durga Enclave, C.P. Colony Road, Morar, Gwalior  
Number of Persons 3

Second Party Details

Organization Name Dayadevi Education Committee  
Address 1, Durga Enclave, C.P. Colony Road, Morar, Gwalior  
Number of Persons 1

LEASE DEED



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रजिस्ट्रीकरण एवं स्टाम्प विभाग  
मध्य प्रदेश

This Deed of Lease ("Lease Deed") is made at Gwalior, Madhya Pradesh on this 12th day of March 2024.

BY AND BETWEEN

- 1.Mr. Rahul Shrivastava S/o Shri H.K. Shrivastava R/o 1, Durga Enclave, C.P. Colony Road, Morar, Gwalior (hereinafter referred to as "Lessor 1");
- 2.Mrs. Archana Shrivastava W/o Shri Rahul Shrivastava R/o 1, Durga Enclave, C.P. Colony Road, Morar, Gwalior (hereinafter referred to as "Lessor 2"); and
- 3.Mr. Aagrah Shrivastava S/o Shri Rahul Shrivastava R/o 1, Durga Enclave, C.P. Colony Road, Morar, Gwalior (hereinafter referred to as "Lessor 3")

(hereinafter "Lessor 1", Lessor 2" and "Lessor 3" shall be jointly referred to as the "Lessor", which expression shall, unless repugnant to the context and meaning hereof, be deemed to mean and include their heirs, executors, legal representatives and administrators) OF THE FIRST PART;

AND

Dayadevi Education Committee (PAN NO.AAAAD4386K) having its registered office at Riverview Colony, Morar, Gwalior through its Secretary Rahul Shrivastava S/o Shri H.K. Shrivastava R/o 1, Durga Enclave, C.P. Colony Road, Morar, Gwalior (hereinafter referred to as the "Lessee", which expression shall, unless repugnant to the context and meaning hereof, be deemed to mean and include its nominees, successors and permitted assigns), OF THE SECOND PART.

The "Lessor" and the "Lessee" shall hereinafter be referred to as such or collectively as the "Parties" and individually as a "Party", as the context may require.

WHEREAS:

A.The Lessor is the absolute owner and in peaceful and exclusive possession of piece of land bearing Survery Number 111/2/1 and Survery Number 111/2/2 admeasuring total land area 4426 sq. meter situated in Village

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## रजिस्ट्रीकरण एवं स्टाम्प विभाग मध्य प्रदेश

प्रस्तुति मुद्रा :

Rahul Shrivastava

पुत्र/आत्मज H K Shrivastava



RSE



के द्वारा उप जिला ग्वालियर जिला ग्वालियर के उप पंजीयक कार्यालय में तारीख 13/03/2024 को मध्याह्न पूर्व/मध्याह्न पश्चात 06:32:24 बजे प्रस्तुत किया गया।

MANVENDRA SINGH  
BHADORIA  
उप पंजीयक  
उप पंजीयक कार्यालय ग्वालियर 2

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रजिस्ट्रीकरण एवं स्टाम्प विभाग  
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Dongarpur Putlighar, Ward No. 60, Tehsil City Centre and District Gwalior, Madhya Pradesh (hereinafter referred to as the "Land") . Leased property is situated on the main road and is of educational use.

B.The Lessor herein have constructed over the Land, a building consisting of Four (4) floors, totally admeasuring approximately 5000 square meter of built-up area (GF-1250 SQ.MT. ,FF--1250 SQ.MT. , SF-1250 SQ.MT. , TF-1250 SQ.MT.)(hereinafter referred to as the "Building"/ "Demised Premises") .

C.The Lessee is, inter alia, engaged in the service of providing education and operates educational institutions/schools ("Business").

D.The Lessor has confirmed that the Demised Premises can be used for intended Business purpose of the Lessee and requisite approvals in this regard have been duly obtained by the Lessor and the same are valid and effective as on date of execution of this Lease Deed.

E.Based on the representation and warranties of the Lessor more particularly described herein, Lessee hereby agrees to take on lease the Demised Premises, on terms and conditions set out hereunder.

F.That the layout for school has already been approved by Town and Country Planning vide case no. GWLLP 6613/NA.GRA.NI./2020 dated 17.06.2020.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

1.GRANT OF LEASE, LEASE COMMENCEMENT DATE, RENT FREE PERIOD, RENT COMMENCEMENT DATE

1.1.In consideration of the Rent and other outgoings herein reserved on the part of the Lessee to be paid and on the terms, covenants and the conditions hereafter contained, the Lessor hereby grants on lease to the Lessee and the Lessee hereby takes on lease from the Lessor, the Demised Premises for a Lease Term starting from the Lease Commencement Date , subject to the terms and conditions contained hereinafter in this Lease Deed.



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## रजिस्ट्रीकरण एवं स्टाम्प विभाग मध्य प्रदेश

निष्पादन की मुद्रा :

Rahul Shrivastava

पुत्र/आत्मज H K Shrivastava

पता: 1, Durga Enclave, C.P. Colony Road,  
Morar, Gwalior

Archana Shrivastava

पत्नी Rahul Shrivastava

पता: 1, Durga Enclave, C.P. Colony Road,  
Morar, Gwalior

Aagrah Shrivastava

पुत्र/आत्मज Rahul Shrivastava

पता: 1, Durga Enclave, C.P. Colony Road,  
Morar, Gwalior

Dayadevi Education Committee प्रतिनिधित्व:-

Rahul Shrivastava

पता: 1, Durga Enclave, C.P. Colony Road,  
Morar, Gwalior

स्वीकार करते हैं कि कथित पट्टा विलेख का निष्पादन किया गया था और प्रतिफल के पूर्ण रूप 0 प्राप्त हो गये हैं तथा रूप 0 उन्हें मेरी उपस्थिति में चुकाये गये थे और प्रतिफल की बकाया रकम रूप 0 बच गयी है, जो पंजीयन के बाद प्राप्त होगी । तारीख  
13/03/2024

MANVENDRA SINGH  
BHADORIA  
उप पंजीयक  
उप पंजीयक कार्यालय ग्वालियर 2







रजिस्ट्रीकरण एवं स्टाम्प विभाग  
मध्य प्रदेश

1.2.It is clarified that during the Rent Free Period, the Lessee shall have unlimited access to the Demised Premises for operating the school and additionally for planning optimal utilization and installation of Fit Out Works at the Demised Premises. The Lessee shall keep the Demised Premises clean during the Fit Out Period.

1.3.The Lessee shall not be liable to pay Rent or any other charges to the Lessor except the electricity and meter charges that shall be paid by the Lessee directly to the concerned authority during the Rent Free Period until the Rent Commencement Date .

1.4.It is clarified that the liability of the Lessee for payment of the Rent will commence from 1st April, 2024 i.e., the date following the expiry of the Rent Free Period ("Rent Commencement Date").

2.PERIOD OF LEASE, LOCK-IN PERIOD & RENEWAL

2.1.The Lessor and the Lessee agree that the lease shall be for a period of Nineteen Years Eleven Months (19 Years 11 Months) commencing from the Lease Commencement Date ("Initial Lease Term"). The Parties hereby agree that upon expiry of the Initial Lease Term, the same shall be renewable by the Parties ("Renewal Lease Term"), on the terms and conditions as agreed under this Lease Deed. It is hereby clarified that on and after signing and registration of lease deed for Renewal Lease Term, the Renewal Lease Term and the Initial Lease Term shall be jointly referred to as the "Lease Term".

2.2.Lock-in Period -It shall be for fifteen years from the rent commencement date.

2.2.1.It is clarified that save and except as provided under this Lease Deed, that neither Party will be eligible to terminate this Lease Deed, during the Lease Term, unless otherwise mutually agreed to in writing ("Lock-in Period")

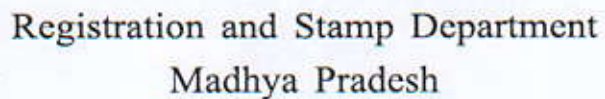
3.RENT

3.1In consideration of the Lessor leasing the Demised Premises, the Lessee hereby agrees to pay to the Lessor monthly rent of an amount equivalent to

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Address: THATIPUR GWALIOR

की जांच पूर्वोक्त निष्पादक / निष्पादकों की शिनाख्त के विषय में की गयी है । तारीख 13/03/2024

MANVENDRA SINGH  
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उप पंजीयक  
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रजिस्ट्रीकरण एवं स्टाम्प विभाग  
मध्य प्रदेश

INR 8,19,000/- (Rupees Eight Lakhs Nineteen Thousand Only) per month inclusive of GST, commencing from the Rent Commencement Date ("Rent") .

3.2 The payment of Rent shall be made in advance on or before 7th day of every English calendar month and for any delay in making the payment of the Rent, the Lessee shall be liable to pay the interest at the rate of prime lending rate plus 5% per annum calculated from the due date till the date of actual payment.

3.3 The Rent payable by the Lessee to the Lessor shall be subject to the deduction of income tax at source, at such rate as is required by law. GST or any tax of like nature, if applicable and notified by the government on the Rent shall be borne by the Lessee.

#### 4. ESCALATION IN RENT

4.1 The Rent payable by the Lessee to the Lessor shall stand escalated by five percent (5%) at the expiry of each year from the Rent Commencement Date and shall be calculated over the last paid monthly Rent for the previous term. In this regard it is further clarified and agreed to by the Parties that the escalation shall be applicable only on the Rent of the Demised Premises and there shall be no escalation on the Security Deposit. It is hereby expressly agreed between the Parties that notwithstanding the above, in the event of regulatory limits or any unforeseen eventualities being imposed by the market or regulatory bodies on the school fees increase by the Lessee, further Rent escalations will not take place until such restrictions are removed.

#### 5. TERMINATION & CONSEQUENCES OF TERMINATION

5.1 The Parties agree that, save as provided in this Clause 2.2 or in Clause 2.3 herein above; this Lease Deed cannot be terminated by the Lessor and Lessee during the Lock-in Period and Lock-in Period, respectively.

5.2 It is clarified that notwithstanding the Lock-In Period, the Lessor shall be entitled to terminate the lease during the Lock-in Period, in the event, the







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Thumb Impression Seal:



R.S.



इस दस्तावेज के निष्पादक Rahul Shrivastava पुत्र/आत्मज H K Shrivastava के अंगूठे का निशान मेरे द्वारा/मेरी उपस्थिति में दिनांक 13/03/2024 को लिया गया ।

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BHADORIA  
उप पंजीयक  
उप पंजीयक कार्यालय ग्वालियर 2

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BHADORIA  
उप पंजीयक  
उप पंजीयक कार्यालय ग्वालियर 2



Archana



इस दस्तावेज के निष्पादक Archana Shrivastava पत्नी Rahul Shrivastava के अंगूठे का निशान मेरे द्वारा/मेरी उपस्थिति में दिनांक 13/03/2024 को लिया गया ।

MANVENDRA SINGH  
BHADORIA  
उप पंजीयक  
उप पंजीयक कार्यालय ग्वालियर 2

MANVENDRA SINGH  
BHADORIA  
उप पंजीयक  
उप पंजीयक कार्यालय ग्वालियर 2







रजिस्ट्रीकरण एवं स्टाम्प विभाग  
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Lessee defaults in payment of Rent for a period exceeding three (3) consecutive months, despite having received from the Lessor, a written notice issued Sixty (60) days in advance of such intended termination, to pay the arrears of Rent. It is hereby expressly agreed between the Parties that in case the notice period expires in between an academic session, the notice issued by the Lessor shall deemed to extend after the expiry of academic session and payment of Rent by the Lessee for the Demised Premises shall continue till handover of the Demised Premises to the Lessor.

5.3 Notwithstanding the restrictions on the Lessee to terminate the lease within the Lock-in Period, the Lessee shall have the sole right to terminate the lease during the Lease Term (including during the Lock-in Period), forthwith without any notice and without being liable to pay any damages or payment for the remainder of the Lock-in Period and Lease Term, on happening of any of the following events:

5.3.1 In the event, the Demised Premises being rendered unusable for any reason not attributable to the Lessee and the same is not rectified/cured by the Lessor within the period mentioned in Clause 18; or

5.3.2 Any representation, covenants or warranties of the Lessor under this Lease Deed are found not true, false or misleading; or

5.3.3 Any obstruction or impediment whether caused due to regulatory order or otherwise for any reason whatsoever, due to which the Lessee is prevented from using the Demised Premises.

In the event the Lessee exercises such right to terminate the lease, the lease of the Demised Premises shall stand terminated and the Lessor shall forthwith refund the Security Deposit to the Lessee. It is clarified that no Rent shall be payable till such time the Lessee is unable to use and occupy the Demised Premises.

5.4 Upon expiry of the lease by efflux of time or its earlier termination in accordance with the terms hereof, subject to simultaneous refund of the Security Deposit, if any, the Lessee shall remove itself, its servants, agents, employees, executives, officers and each one of them who may be occupying

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Thumb Impression Seal:



*Aagrah*



इस दस्तावेज के निष्पादक Aagrah Shrivastava पुत्र/आत्मज Rahul Shrivastava के अंगूठे का निशान मेरे द्वारा/मेरी उपस्थिति में दिनांक 13/03/2024 को लिया गया ।

*Manvendra Singh Bhadoria*

MANVENDRA SINGH  
BHADORIA  
उप पंजीयक  
उप पंजीयक कार्यालय ग्वालियर 2



*Rahul*



इस दस्तावेज के निष्पादक Rahul Shrivastava के अंगूठे का निशान मेरे द्वारा/मेरी उपस्थिति में दिनांक 13/03/2024 को लिया गया ।

*Manvendra Singh Bhadoria*

MANVENDRA SINGH  
BHADORIA  
उप पंजीयक  
उप पंजीयक कार्यालय ग्वालियर 2

Witness Seal:



*Dharmendrasingh*



DHARMENDRASINGH  
SIKARWAR

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the Demised Premises and all its/their movable articles, belongings, things and effects from the Demised Premises and hand over to the Lessor, the peaceful vacant possession of the Demised Premises in an 'as is where is' condition. It is clarified that in no event shall the Lessee be required to restore the Demised Premises to the condition it was handed over to the Lessee. However if, upon earlier termination/expiry of the lease herein, the Lessor fails to refund the Security Deposit or any part thereof to the Lessee in the manner stated above, the Lessee will be entitled to use and occupy the Demised Premises without payment of Rent, or any other charges for such further period from the date of expiry of the lease or earlier termination thereof till the Security Deposit is refunded to the Lessee in full (subject to deduction of any amounts due by the Lessee towards Rent for the unexpired Lock-in Period, utility charges and other amounts that may be payable by the Lessee in accordance with the terms hereof). The Lessor agrees that such usage by the Lessee shall not be deemed or considered as trespass or breach of terms of the Lease Deed. In addition to above, the Lessor shall also be liable to pay interest at the rate of 6% p.a. to the Lessee for the period of delay in refunding the Security Deposit, calculated from the effective date of expiry or earlier termination of this Lease Deed, to the date of actual receipt of the same in full by the Lessee.

#### 6.ACCESS AND USE OF DEMISED PREMISES

6.1 During subsistence of the lease, the Lessee shall be entitled to peaceful, uninterrupted and exclusive possession and enjoyment of the Demised Premises and the Lessee shall have full access to the Demised Premises 7 days a week, 24 hours a day, 365 days a year.

6.2 During the subsistence of the lease, the Lessee shall use the Demised Premises only for all activities necessary for or incidental to carrying on the Business. No unlawful activity will be carried out by the Lessee from the Demised Premises.

#### 7.MODE OF PAYMENT

7.1 All the payments to be made by the Lessee to the Lessor shall be by way of demand draft or by account transfer or by payee cheque, payable at par in







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JITENDRA SHRIVASTAVA

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Indian rupees. The Lessor shall after providing written intimation to the Lessee, be entitled to securitizing the Rent receivable from the Lessee with any financial institution and the Lessee shall, upon a written request from the Lessor, pay the Rent to such financial institution as the Lessor may designate and such payment by the Lessee shall be a valid and proper discharge of Lessee's obligation to pay the Rent under this Lease Deed.

7.2 The Lessor shall notify the Lessee and provide the Lessee with details as regards the entity to whom the Rent is payable. It is clarified that any tax, costs, charges, interests and penalties arising out on account of the securitization of rentals shall be to the account of the Lessor and the Lessor undertakes to indemnify and keep indemnified the Lessee from any claims arising therefrom. The Lessor expressly agrees that any lending relationship that the Lessor may have with any bank or financial institution as contemplated in this Clause shall be subject to the rights of the Lessee herein.

#### 8. OUTGOINGS TO BE BORNE BY THE LESSEE

8.1 The Lessee shall, during the Lease Term be liable to bear the following outgoing expenses in respect of the Demised Premises:

8.1.1 The Lessor shall provide three phase electricity supply to the Demised Premises at their own cost. The Lessee shall pay directly to the designated authority and the Lessee shall pay for the actual electricity consumed along with demand charges for the allotted demand as per the separate meter provided therein from the Rent Commencement Date. Any additional power over and above the power allotted shall be provided on request of the Lessee at the sole cost of the Lessor.

8.1.2 The Lessee shall pay water consumption charges as per consumptions, directly to the designated authority.

8.2 The power and water consumption charges to be paid by the Lessee are all exclusive of GST etc. which shall be borne by the Lessee as applicable.

#### 9. REPAIRS, MAINTENANCE AND ADDITIONAL CONSTRUCTION







Registration and Stamp Department  
Madhya Pradesh

Stamp Duty Seal:

स्टाम्प शुल्क	1318262
नगरीय शुल्क	0
जनपद पंचायत शुल्क	0
उपकर	0
अतिरिक्त शुल्क	0
चुकाया गया स्टाम्प शुल्क	1318262



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9.1 The Lessee shall at its sole cost maintain the Demised Premises including without limitation the major and minor repairs and shall further have the right to make improvements or alterations within the Demised Premises without seeking prior written approval of the Lessor, subject to the condition that such alteration does not hamper the structural stability of the Demised Premises and such changes are in compliance with applicable local laws and building regulations.

9.2 The Lessee undertakes to get the interior and exteriors of the Building painted every Five (5) years and further agrees that it shall attend to all major structural repairs and maintenance of internal/ external electrical, water supply and sanitary systems installed at the Demised Premises/in the Building where the Demised Premises is situated.

9.3 During the Lease Term, the Lessee shall be entitled to nominate maintenance agencies and housekeeping contractors of its choice and entrust upon such maintenance agency the scope of maintenance services to be performed within the Demised Premises.

9.4 In the eventuality any further built-up area is required by the Lessee, the Lessor agrees to allow Lessee to construct such additional built up area, after getting prior permission from regulatory authorities, unless otherwise, the Lessee is incapacitated to do such construction due to paucity of funds. It is expressly agreed in case the Lessor is required to do such construction of additional areas, then the Lessee will be required to pay additional rent as may be sought by Lessor at its sole discretion.

#### 10. SIGNAGE

10.1 The Lessee shall be entitled to display its own signs, name plates, logos and signboards keeping with the aesthetics of the Building.

10.2 The Lessor shall permit the Lessee to use the address of the Demised Premises on the Lessee's official correspondence, note paper and in any electronic and/or public media.







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11.ASSIGNMENT/TRANSFER OF LEASE

11.1The Lessee shall be entitled, with prior written approval of the Lessor, to transfer/assign the lease to another company within the same management or group of the Lessee or its parent company. The Lessee shall not be entitled to terminate this Lease Deed in the event of such assignment. In the event, the Lessee transferring/assigning its leasehold rights under this Lease Deed to another company within the same management or group of the Lessee or its parent company, the Lessee and the entity in favour of whom the Lessee has assigned the leasehold rights shall enter into an assignment deed (if required by law) to record such transfer/assignment. The Lessor further agrees and undertakes to execute fresh lease deeds on same terms agreed in this Lease Deed with such transferee/assignee to whom the Lessee has assigned this Lease Deed, if so, required pursuant to the enforcement of the assignment rights hereof.

12.ATTORNMEN

12.1The Lessor shall be entitled to, during the subsistence of Lessee's leasehold rights, dispose of or otherwise deal with Demised Premises, either wholly or in several portions, without in any way affecting the leasehold rights of the Lessee over the Demised Premises. Any such transfer by the Lessor of the Demised Premises shall be first offered to the Lessee and in case the Lessee objects to purchase the rights in the Demised Premises, the Lessor may offer the same to any third party, subject to the condition that the Lessor provides the details of the purchaser/ investor and the rights of the Lessee hereby created are secured and the Lessee has provided its written permission to do so. Irrespective of the sale or transfer of the Land and Building in part or as a whole, the lease of the Land and Building shall continue to be only one lease for all intent and purposes and shall not be severed. The Lessor hereby undertakes to obtain from the transferee an unconditional undertaking to be bound by all the terms and conditions of this Lease Deed including the refund of the Security Deposit placed by the Lessee.

13.TAXES AND LEVIES

13.1The Lessor shall pay the property taxes, levies and other outgoings,

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including all ownership related taxes (past, present, future) in respect of the Demised Premises promptly and timely. However, all taxes payable due to the business activities carried on by the Lessee in the Demised Premises shall be borne and paid by the Lessee. Any taxes levied on the Rent other than Income Tax shall be borne by the Lessee.

13.2 The Rent, power consumption charges and water consumption charges to be paid by the Lessee are all exclusive of GST etc. which shall be borne by the Lessee as applicable. Accordingly, any GST /lease tax or any other tax on the Rent, in the nature of lease tax levied / to be levied or incidental on the Rent (other than income tax & property tax), as applicable from time to time on the Rent, at actuals, shall be borne by the Lessee irrespective of whether the tax is levied by the Central Government or State Government or any other statutory authority entitled to levy such kind of tax.

#### 14. LESSOR'S COVENANTS

14.1 The Lessor represents and warrants that:

14.1.1 It is sufficiently empowered to lease the Demised Premises and covenants that it has obtained all the licenses, approvals and clearances as may be required by law or under any statutory or governmental or municipal authority to sufficiently assure the Lessee, the leasehold right to the Demised Premises.

14.1.2 The Demised Premises is free from all encumbrances, attachments, acquisition or court proceedings or charges of any kind or any claims from any third party or community claiming the title of the Lessor.

14.1.3 The Demised Premises can be used for the intended Business purpose of the Lessee.

14.1.4 There is no restraint or obstruction on the Lessee using and/or occupying the Demised Premises for the purpose for which the lease is being granted either from the Lessor and/or from anyone claiming through the Lessor and/or the predecessors in title.







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14.1.5 The Lessor shall not do any such act which shall prejudice the right of the Lessee under this Lease Deed in any manner whatsoever.

14.1.6 The Lessor has obtained all the necessary approvals, consents, etc., under all applicable rules, laws, bye-laws, regulations, etc. and that all statutory requirements in connection with the use and/or occupation of the Demised Premises and the Building in which the same is situated have been duly complied with.

14.1.7 The Lessee shall at all times during the currency of this Lease Deed enjoy exclusive and peaceful possession of the Demised Premises.

14.1.8 The Lessor shall not object to the Lessee engaging its own security personnel who shall be based in the Demised Premises.

14.1.9 The Lessor shall co-operate with the Lessee by way of issuing NOC's, taking all the required approvals/ licenses and permissions from concerned authorities, providing any documents in connection with the Demised Premises and/or the Building in which the same is situated to the Lessee, etc., to enable the Lessee to get the Demised Premises registered under the provisions of the various laws as applicable and to enable the Lessee to have infrastructure providers such as utility and telecom providers install their equipment as may be required by the Lessee.

14.1.10 The structural elements of the Building and the Demised Premises, including but not limited to the exterior walls, roof, corridors, load bearing walls and foundation, as of the Lease Commencement Date, are sound and in good condition.

14.1.11 There exist no claims, actions, litigations, arbitrations, land acquisition proceedings, garnishee or other proceedings relating to the Demised Premises.

14.2 The Lessor hereby represents and warrants to the Lessee that the Building including the Demised Premises is constructed in accordance with the building plans sanctioned and approved by the concerned authorities and the occupancy certificate with respect to the occupation of the Demised Premises







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has been validly obtained by the Lessor.

15. INDEMNITY

15.1 The Parties shall defend, indemnify and hold harmless the other from and against any claim, liability, loss, damage, judgment or other obligation or right of action, which may arise as a result of: (i) breach of this Lease Deed by the other; (ii) misrepresentation by one Party to the other; and (iii) anything done or omitted to be done through the negligence or misconduct of the other or their representatives/agents.

16. FORCE MAJEURE

16.1 In case the Demised Premises is destroyed or damaged by fire, flood, or in any other manner becomes unfit for occupation or use, the Rent payable by the Lessee to the Lessor shall be suspended till such time the Demised Premises is rendered fit by the Lessor at its own cost and expenses for occupation or use by the Lessee.

16.2 If the performance by either Party, of any of its obligations under this Lease Deed is prevented, restricted or interfered with by reason of fire (or other similar casualties or accident), war or other violence, or any law or regulation of any Government, (each such event will be called as a "Force Majeure" event), then such Party shall be exempted from such performance to the extent of such prevention, restriction, or interference, provided, however, that such Party shall give notice within a period of Fifteen (15) days from the date of occurrence of the Force Majeure event, providing a description of the Force Majeure event to the other Party in such notice.

16.3 It is also agreed that:

16.3.1 in the event of the occurrence of any event as described in the preceding paragraphs, or in any other similar situation, which prevents the Lessee from carrying on its Business activities from the Demised Premises and if such situation capable of being cured is not removed or cured within the time period specified by the Lessee;







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16.3.2 If Force Majeure event continues for a period more than Ninety (90) days, the Lessee will have the option, but not the obligation to forthwith terminate this Lease Deed, without regard to payment of Rent for the Lock-in Period (if such event happens during that period) and Lessor shall forthwith refund the entire amount of Security Deposit to the Lessee (without liability to pay any amounts due by the Lessee towards Rent for the unexpired Lock-in Period, utility charges etc.).

16.4 Any dispute arising in relation to this Clause shall be a dispute within the meaning of the Dispute Resolution section of this Lease Deed.

#### 17. DISPUTE RESOLUTION & JURISDICTION

17.1 Negotiation: The Parties shall attempt to amicably settle any dispute arising out of or in connection with this Lease Deed and obligations hereunder ("Dispute"). Either Party may give written notice of a Dispute to the other Party within Thirty (30) days of the occurrence of the event which gives rise to such Dispute or the day that such event came to the notice of the applicable Party.

17.2 Arbitration: If any Dispute arising between the Parties is not amicably settled within Thirty (30) days of commencement of amicable attempts to settle the same as provided above, the Dispute shall be first referred to, and be finally settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any enactment of statutory modification thereof. The arbitration proceedings shall be conducted in English language and shall be held in Gwalior, Madhya Pradesh, India. The Parties agree that the Dispute shall be adjudicated by a sole arbitrator appointed with mutual consent of the Parties. The award passed by the arbitrator shall be final and binding on the Parties.

17.3 Subject to the preceding paragraph, the courts at Gwalior, Madhya Pradesh, India shall have exclusive jurisdiction over any dispute, differences or claims arising out of this Lease Deed.

#### 18. NOTICES







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18.1 Any notice, demand or other communication to be served under this Agreement shall be served in English language and shall be served upon the other Party personally or sent by registered speed post with acknowledgement due, or through courier service addressed the other Party at the address mentioned below, or at such other address or number as it may from time to time be notified in writing to the other Party.

19. CUSTODY

19.1 Pursuant to execution of this Lease Deed, the original shall be retained by the Lessor and the true copy of the said original shall be retained by the Lessee.

20. AMENDMENTS

20.1 No part of this Lease Deed or the terms of the lease herein created shall be amended, varied, substituted or changed in any manner except by a written instrument duly signed by the Parties.

21. SEVERABILITY

21.1 If the court of law finds any provision/ Clause of this Lease Deed to be invalid/ void in full or in part, the remainder of this Lease Deed will be valid, enforceable and effective.

22. STAMP DUTY AND REGISTRATION CHARGES

22.1 The stamp duty, registration fee and such other incidental costs towards registration of this Lease Deed shall be solely borne and paid by the Lessee. Each Party shall be liable to bear its own costs in respect of legal fees and related expenses thereto.

IN WITNESS WHEREOF, the Parties hereto have signed this Lease Deed on the day and year first mentioned above.

-----Please turn over/कृपया पृष्ठ पलटिये।-----







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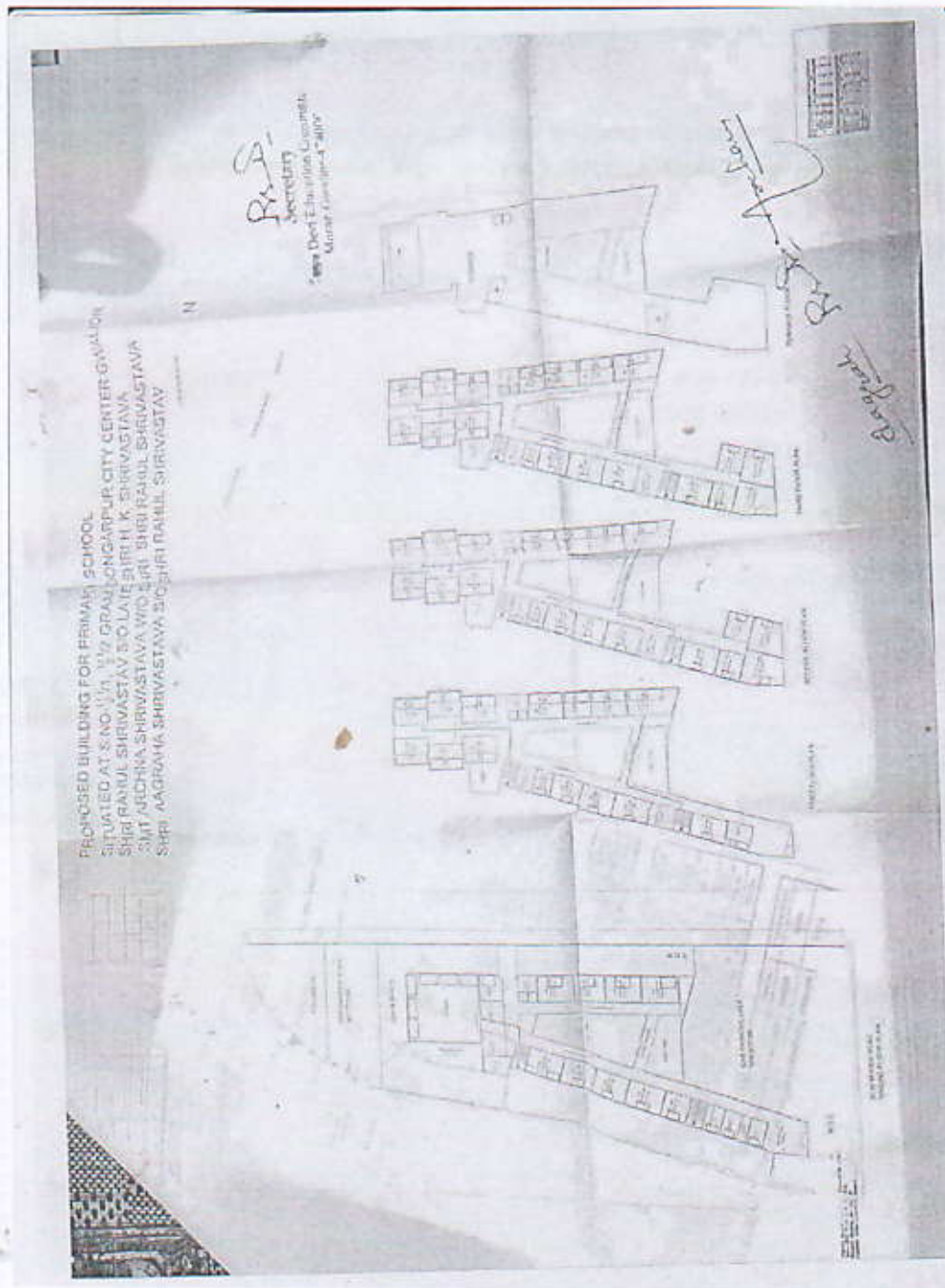


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