

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-DL65211957112059O

30-Jun-2016 01:12 PM

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SUBIN-DLDLCBIBK02297826614384080

: JONES LANG LASALLE PROPERTY CONSULTANTS I PVT LTD

: Article 35(ii) Lease with security upto 5 years

FLAT NO.1110, ASHOKA ESTATE, BARAKHAMBA ROAD,

CONNAUGHT PLACE, NEW DELHI-110001

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(Zero)

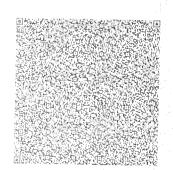
: AMARNATH BUDHIRAJA AND SHYAM BHASIN

JONES LANG LASALLE PROPERTY CONSULTANTS I PVT LTD

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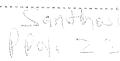
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month calculated @ INR 201/- per square feet. The rent is payable by the seventh day of each English Calendar month in advance of the respective month, to the LESSORS, subject to such deduction of tax at source, as is required by law.

- 2. The said security deposit of six month rent INR 771,840/- in favor of Shri Amar Nath Budhiraja 2/3rd share i.e. INR 514,560/- [Rupees five lac fourteen thousand five hundred sixty only] and in favor of Shri Shyam Bhasin 1/3rd share i.e. INR 257,280/- [Rupees two lac fifty seven thousand two hundred and eighty only] by the LESSEE to the LESSORS.
- 3. That the tenure of the lease shall be initially for three [3] years, which can be extended for a further period of three years from the date of expiry of the lease hereby granted, at the sole option of the LESSEE, with enhancement of rent by [25]% after the expiry of every [3] years. However, the LESSEE shall give in writing an advance notice of [3] months (90 days), expressing their desire to extend the lease for a further period of three years and a fresh lease deed shall be executed between the parties and got registered at the expense of the LESSEE herein, on the same terms and conditions. The total lease period shall not exceed beyond six [6] years.
- 4. That on expiry or earlier termination of the term (including renewed term, if any) of the lease deed, the LESSORS on vacation of the demised premises by the LESSEE shall refund to the LESSEE the whole of the amount deposited with them, as interest free security deposit, subject to deduction of unpaid dues, if any. In case of delay in refund of security deposit, LESSORS shall be liable to pay interest @ 2 % p.m on unpaid amount of deposit, from the date the deposit is due, till the date it is refunded to the LESSEE.
- 5. That if on expiry or earlier termination of the term of lease (including the renewed term, if any), the possession is not given back to the Lessors, as stipulated thereinbefore, the lessee shall be in unauthorized possession and shall be bound to pay an amount equal to 3 times the monthly rent last paid with an increase of 10% every year, for every month or part thereof the lessee remains in unauthorized possession of the demised premises till vacant possession of the premises are given back to the Lessors. It is made very clear that this clause is not to be construed as given the Lessee any right for staying in the demised premises beyond the expiry of lease as mentioned hereinabove.
- 6. That the LESSEE shall not at any time demolish or cause to be demolished the demised premises or any part thereof. In no case, should any structural change take place without

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Lease Agreement

THIS AGREEMENT OF LEASE is made on this 1st day of July 2016, BETWEEN Shri. Amar Nath Budhiraja S/o Late Shri Minna Mal resident of 22/4, West Patel Nagar, New Delhi undivided 2/3rd share and Shri Shyam Bhasin S/o late Shri. R.K. Bhasin resident of 11/5, Ground Floor, Old Rajinder Nagar, New Delhi undivided 1/3rd share collectively called the "LESSORS", (which expression shall, mean and include their heirs, survivors, executives, legal representatives and assigns) of the First Part;

AND

M/s Jones Lang LaSalle Property Consultants India Pvt Ltd) a company constituted under the Companies Act, 1956, having its registered office at 1110 Ashoka Estate. Barakhamba Road. Connaught Place, New Delhi - 110 001 through Shri Santhosh Kumar holding the designation of CEO - Operations duly authorized vide power of attorney/ board resolution dated 15th December 2008, to enter into this lease agreement, hereinafter called the LESSEE, (which expression unless repugnant to the context or law, shall include their successors in business, affiliates, subsidiaries, Group Companies, legal representatives and permitted assigns) of the Second Part;

WHEREAS the LESSORS represent that they are the joint owners of and sufficiently seized and possessed of commercial premises admeasuring 640 sq. ft. (as per plan annexed hereto) bearing No. 1110 on the 11th Floor, of the building known as "Ashoka Estate", 24, Barakhamba Road, New Delhi – 110 001 (hereinafter referred to as "the Demised Premises").

AND WHEREAS the LESSORS have agreed to given on lease to the LESSEE the said premises. which the LESSEE have agreed to take for the period and upon the terms and conditions set out herein below.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. That in consideration of the rent hereby reserved and all the covenants and conditions and agreements, herein contained and on the part of the LESSEE to be paid, performed and observed the LESSORS hereby demise unto the LESSEE the demised premises, together with the rights to use and enjoy in common with other persons entitled thereto, the entrances, staircases, landings, corridors and passages, lobbies, lifts and other easements belonging to and pertaining to the Demised Premises, for the term of three [3] years commencing from July 2016, by paying unto the LESSORS a rent of INR128,640/-(Rupees One lac twenty eight thousand six hundred and forty only) per

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the written permission of the Lessors but the Lessee will carry out any changes required for doing the fitting of Air conditioning the premises.

- 7. That the present electricity load sanctioned by the NDMC / DVB for the premises is 4KVA with separate electricity sub meters have been installed for the purpose of measuring the electricity consumption of the LESSEE in the premises.
 - a. That the LESSEE shall pay all charges for consumption of electricity (Light and Power) as per bills received from the concerned authorities directly to the concerned authorities, and proportionate water charges to the Ashoka Estate maintenance society.
- 8. That the LESSEE shall pay maintenance charges @ Rs.2.50 per sq. ft. per month, for providing the use of common services, directly to the maintenance society. In the event of increase, the LESSEE shall pay the same to the maintenance society.
- 9. That the LESSORS shall pay all rates, taxes, ground rent, and cesses and all other outgoings with regard to the demised premises.
- 10. That the LESSEE shall use the premises for commercial office / business purpose which would include all activities that would ordinarily be carried at a business office only and not for any purpose which may or likely to cause nuisance or annoyance to the occupiers of other premises in the building, nor for any illegal or immoral purposes.
- 11. That the LESSEE shall permit inspection of the demised premises by the LESSORS or their authorized representative after reasonable notice being given to the LESSEE by the LESSORS in this regard.
- 12. That the LESSEE shall deliver vacant possession of the premises to the LESSORS immediately on the expiry or sooner termination of the lease or renewal thereof, in neat, tidy and tenantable condition, wear and tear and acts of God accepted.
- 13. Both the parties shall comply with all the rules, conditions, regulations, laws and byelaws of the local authorities, municipal authorities or any statutory development authority or a government department of agency in relation to the premises. However, it will be the sole obligation of the ESSORS to ensure performance of all statutory obligations related to

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ownership of the premises, such as payment of taxes including house tax, commercial taxes, L&DO charges etc.

- 14. The LESSEE shall not sublet, underlet, assign or transfer the lease-hold interest or part with possession of the demised premises, directly or indirectly, in respect of the whole or part thereof or even use the premises for any franchise trade or under any other arrangements.
- 15. The LESSEE shall not store in the demised premises any goods of hazardous, explosive or combustible nature that may cause risk by fire, explosion or goods/ material which on account of their weight or nature may cause damage to or endanger the safety of the building.
- 16. That the LESSEE shall not store or dump any article or goods, or permit the same to be stored or dumped in the common area, staircase, compound or any other part of the building. The LESSEE shall ensure that no rubbish, rag, junk or other refuses thrown in the premises/ building.
- 17. That the LESSEE have taken the demised premises on lease after fully satisfying and relying upon the representations of the LESSORS that they have proper title to the premises and that there is no mortgage, charge or encumbrance of any nature or claim to in respect of the demised premises and that the LESSORS are competent to enter into this lease. In case of any misrepresentation, the LESSORS shall indemnify the LESSEE in this regard.
- 18. That the LESSEE at any time, and from time to time, during the subsistence of the lease is permitted to put up temporary partitions, counters, name boards, logos and other fixtures including cabins, screens, shelves, telephones, air conditioners, light and sanitary installations.
- 19. The LESSORS shall allow the LESSEE to enjoy the quiet and peaceful possession of the demised premises during the entire period of the lease and renewal thereof without any hindrance and interruption by the LESSORS or any person(s) lawfully claiming either through or under or in trust for the LESSORS.

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- 20. That the lessors shall take all necessary steps to keep the demised premises in good order and properly tenable condition and to undertake necessary major structural repairs, as and when required:
 - a. That the lessee agree that it shall not commit default in payment of rent in excess of 30 (Thirty) days and the lessors shall be entitled to claim penal interest at the rate of 24% per annum on arrears of rent, payable by the lessee from the date of rent became due in terms of clause I above till the date of payment.
- 21. That during term of the lease hereby granted or the renewal thereof, if any, if the LESSORS sell/ transfer/ dispose the demised premises to any other person or party, then in that event a letter signed by the LESSORS and the transferee jointly in this behalf to the LESSEE shall be considered to be the sufficient notice of such transfer to the LESSEE, and the LESSORS shall obtain appropriate written documents from such transferee(s) unconditionally agreeing to the terms and conditions hereof contained in the lease and shall ensure that the LESSEE shall be entitled to use the premise during the remaining term of the lease hereby granted or the renewal thereof. The LESSEE hereby confirm that they have no right to object to any sale/ transfer so long the terms of this lease are not affected.
- 22. At the time or renovating, refurbishing, decorating, installing any equipment, furniture, partition, false ceiling, as also for using the demised premises full regard will be paid by the LESSEE to Fire Safety Laws, rules and procedures, both in letter and spirit. The LESSEE and all its employees shall participate in fire and other safety drills that may be carried out in the building.
- 23. That the LESSEE can any time from July 2017, at its sole option, terminate this lease by giving three months' notice to this effect to the LESSORS.
- 24. That in case the LESSEE exercises his option of renewal of the lease after a period of [3] years, by giving [90] days prior notice expressing his desire to this effect, then the LESSEE shall also deposit enhanced security deposit @ 25% refundable at the time of expiry of the lease or earlier termination of lease hereby granted.

25. If the premises or any part thereof are destroyed or damaged or due to an event of FORCE Majeure so as to rember the premises unfit for the purpose for which the same

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have been leased, then, in the event that such force majeure condition continues to exist for a period beyond three months from the date of its first occurrence the LESSEE shall have the option to determine the lease without any prior notice or payment in lieu of the notice and the security deposit shall be refunded by the LESSORS to the LESSEE, immediately. For this period of three months no lease rent will be paid by the LESSEE to the LESSORS. In case the LESSEE wants to retain the premises, then the rent would have to be paid after three months of the occurrence of Force Majeure conditions.

- 26. All the disputes and differences arising whatsoever arising between the parties out of the or relating to the construction meaning and operation or effect of this agreement or the breach thereof shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. The venue of such arbitration shall be New Delhi.
- 27. The LESSEE agrees that during the pendency of the dispute and / or the arbitration proceedings, the rent payable in terms of lease would not be stopped.
- 28. Any notice required to be given under the lease shall be in writing and shall be served on the LESSEE at the premises mentioned above and to the LESSORS at their address first hereinabove mentioned. Either party may notify to the other in writing any change in such address for service of notice(s) upon it. The notices shall be served personally or by Registered post.
- 29. The cost of stamping and registration of this document will be borne by the LESSEE. The deed shall be executed in duplicate the original would be in custody of the LESSORS.

IN WITNESS WHEREOF the LESSORS and the LESSEE hereto have set their hands to this lease agreement on the day, month and year first hereinabove written in the presence of the witnesses signing hereunder.

Witnesses

Sarv Shri Amarnath Budhiraja

AND

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Shri Shyam Bhasin

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(LESSORS)

Shri Santhosh Kumar

(LESSEE)