

LEASE AGREEMENT

THIS AGREEMENT OF LEASE (HEREINAFTER REFERRED TO AS LEASE AGREEMENT) IS MADE ON THIS THE ___ DAY OF ___, TWO THOUSAND TWENTY-____ (/___ / 202__) AT (district) BY AND BETWEEN;

1. **M/s. Kerala Maritime Board (PAN-----)**, a Statutory Board of Government of Kerala ----- (address of registered/head office) ----- having Regional Office at -----, now represented by Shri. -----, CEO/Port Officer-----, , residing at ----- herein after referred to as "**LESSOR**" (which expression shall, unless repugnant to the context or meaning thereof, shall mean and include his/her/their successor/s, and permitted assigns) of the **ONE PART**;

AND

2. **M/s** (**PAN:-----**) a (a brief description about the company/party)..... registered under the ----- (Identification No.) and having its registered office at ----- and now represented by its Mr. _____, S/o _____, aged _____ years, residing at _____ hereinafter referred to as "**LESSEE**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**;

RECITALS

A. WHEREAS, the LESSOR is the absolute Owner, and is seized & possessed of or otherwise well and sufficiently entitled to _____ situated at _____ and within the Corporation/Municipality limits of..... (district) hereinafter referred to as "**Property or Premise**" and assets there in particularly described in "**The Schedule**" herein under written.

B. AND WHEREAS , the LESSOR has represented that it is the sole and absolute owner having full right to the Property or Premise described in 'The Schedule', (referred to in this Lease Agreement as Property or Premise) and that no one else has any right, title, interest or share therein, and that there is no patent or latent

defect in the LESSOR's title to the Property or Premise and that the LESSOR has not entered into any agreement or arrangement for leasing the aforesaid Property or Premise to anyone else;

C. AND WHEREAS, the LESSOR (Board/Chief Executive Officer/Port Officer) proposed to grant lease/ the LESSEE made a request to the LESSOR (to the Board/ Chief Executive Officer/Port Officer)/ the LESSEE, became the successful highest bidder, on the RFP made by the LESSOR,(strike out whichever is not applicable) is interested to take on lease the Property or Premise to operate its business directly or through its associates, or as Joint Venture,(_____ or by way of sub-leasing the said Property or Premise to third parties partly or fully, or under arrangements like outsourcing, franchising, or as a combination of such means/methods of carrying on with business) without violating any of the provisions of this Lease Agreement;

D. AND WHEREAS, pursuant to its aforesaid process , the LESSEE agreed to the LESSOR to take on lease the said Property or Premise and the LESSOR has agreed to provide the said Property or Premise on lease to the LESSEE on the terms, conditions, covenants, stipulations and provisions contained herein.

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

1. INTERPRETATION

Unless the context otherwise requires in this Lease Agreement;

- 1.1. The LESSOR and LESSEE are hereby individually referred to as the "First Party" and the "Second Party" respectively and collectively referred to as the "Parties".
- 1.2. **"Lease rent" shall be the rent** be paid by LESSEE in consideration of the leasing the Premise and granting the rights provided in the Lease Agreement.
- 1.3. Words importing persons or parties shall include firms and corporations and any organizations having legal capacity;
- 1.4. Words importing the singular include the plural and vice versa where the context so requires;

- 1.5. Reference to any law shall include such law as is from time to time enacted, amended, supplemented or re-enacted;
- 1.6. Reference to any gender includes a reference to all other genders;
- 1.7. The provisions of this Lease Agreement shall be read and interpreted in conjunction with its Schedules and Annexures; and,
- 1.8. The heading and titles in this Lease Agreement are indicative only and shall not be deemed part of this Lease Agreement or be taken into consideration in the interpretation or construction of its terms.

2. GRANT OF LEASE

- 2.1. The LESSOR, in consideration of the rent to be paid and the covenants and agreements to be performed and observed by the parties, does hereby lease to the LESSEE and the LESSEE does hereby take on lease from the LESSOR the said Property or Premise, fully described in the Schedule together with all easements, rights and advantages appurtenant thereof subject to the covenants and conditions contained in this Lease Agreement.
- 2.2. The LESSEE shall not derive any right, title, or interest in the Property or Premise which shall remain the Property or Premise of the LESSOR at all times except as provided in this Lease Agreement. The LESSEE will have leasehold and possessory rights during the tenure of the lease on the Property or Premise which shall be enjoyed and exercised in accordance with the permitted purpose of the lease provided in this Lease Agreement and subject to the regular and timely payment of lease rent.
- 2.3. The LESSOR hereby grants and transfers physical possession of the Property or Premise subject to the conditions specified in this Lease Agreement. For the purpose of this Lease Agreement, the LESSEE shall be deemed to have inspected the Property or Premise and itself of the nature and physical conditions of the same.
- 2.4. The LESSEE agrees with the Lessor to abide by the terms and conditions of the lease deed and shall peacefully hold and enjoy the said premises during the said terms and any renewal thereof without any interruption or

disturbance to the Lessor by him or any person claiming by or through or under them.

3. CONDITIONS PRECEDENT

Condition Precedent for LESSOR

3.1. The LESSOR shall issue a Letter of Intent (LOI) to LESSEE, informing it's intent and readiness to hand over the Property or Premise free from encumbrance for carrying out the purpose mentioned in the Lease Agreement prior to the execution of this Lease Agreement.

Condition Precedent for LESSEE

3.2. The LESSEE shall comply the following conditions prior to the execution of this Lease Agreement, namely;

- a. Provided the Security Deposit as mentioned in clause 8.
- b. Paid advance one month lease rent or pro-rate payment shall be made for a period of less than a month.

4. PURPOSE OF THE LEASE

4.1. The LESSEE shall use the Property or Premise for its business purpose which will include, but not limited to, (.....nature of business) as the LESSEE may desire. The LESSEE shall be free to carry on with its businesses directly or through its associates, or as Joint Venture, (.....or by way of sub-leasing the said Property or Premise to third parties partly or fully, or under arrangements like outsourcing or franchising, or as a combination of such means/methods of carrying on with business) solely at the LESSEE's convenience and discretion. Sale of any retail products/goods/services/marketing of own/national/international brands, products and services as may be decided by the LESSEE from time to time will form part and parcel of the business purpose referred to herein. The LESSOR shall have no objection to the conduct of business as per the purpose mentioned in this Lease Agreement and the LESSOR hereby permits the LESSEE to do so strictly in compliance of all existing Law,

wherever applicable. However, all sub-leases shall be co-terminus with the original lease period as per the Lease Agreement or the earlier period.

- 4.2. The LESSEE shall also be free to obtain all the utility services necessary in its own name or in the name of any of its associates/or Joint Venture, or group companies/firms, (.....or in the name of the tenants to whom the Property or Premise are sub-leased,) or in the name of any entity operating within the Property or Premise on outsourcing or franchising arrangements, at any time during the subsistence of this Lease Agreement. The LESSOR shall provide No Objection Certificate (NOC), wherever necessary, for obtaining such utility services as and when required without demur and any additional cost or charges.
- 4.3. The LESSEE shall be free do all activities in the Property or Premise as it may deem as needed for its business which may include, (.....but not limited to, making up of the site, construction/modification/alteration of buildings subject to compliance of applicable laws only *with the prior written permission from LESSOR* and other facilities, creating vehicle parking facilities, erection/installation and operation of various items of equipment and systems, installation of signages, hoardings and other temporary constructions/installations, sub-leasing constructed area, facilities, equipment, or the Property or Premise in part or in full for the conduct of mutually agreed purpose of lease. The LESSOR shall not be responsible for any violations of law arising out of the construction activities. The LESSEE shall be free to enter into contracts and agreements with third party service provider, financial institution/bank, tenant, customer, associate, individual, firm, company, Joint Venture partner, national or international brand, etc. for pursuing its business in the Property or Premise.
- 4.4. The LESSEE shall do all the repairs arising out of the normal wear and tear or resulting from any modifications by the LESSEE at it's own cost.
- 4.5. The LESSEE shall submit specific plan to LESSOR in case any additional construction or alteration works to be done in the premises, for the approval by the LESSOR. Any capital and operational expenses incidental in this regard, shall be solely borne by the LESSEE.

- 4.6. **The LESSEE shall demolish** any existing buildings or improvements in the Property or Premise are not required, or would hinder development of the Property or Premise only with the prior written permission from the LESSOR.
- 4.7. The LESSOR hereby authorizes the LESSEE (represented by any/all of its designated partners or authorized employees) to sign and execute necessary applications, documents or certificates in connection with applying to the concerned authorities for obtaining permissions or approvals for civil constructions including buildings, electrical, mechanical and other installations, signages, hoardings and other temporary installations/constructions, on LESSEE's own behalf or on behalf of the LESSOR wherever necessary.)
- 4.8. **Signages & displays:** The LESSEE and its tenants shall be entitled to display sign boards, neon signs, displays, hoardings bearing their trade name, trade mark or logo inside and outside the Property or Premise, and also to display the name boards / nameplates of the LESSEE or its tenants at the entrance of the Property or Premise and constructions made thereon, at their own costs and expense; It is hereby clarified that obtaining permission/approval for the same shall be the responsibility of the LESSEE, and Taxes or any other charges payable in respect of display of signboards to any Authority shall be borne and payable by the LESSEE/its tenants alone.
- 4.9. At the time of occupation, the LESSEE shall ensure that all fittings and fixtures are in perfect order and shall be responsible to restore this in the same condition in which they have been taken over except natural wear and tear.

5. TERM OF LEASE

- 5.1. **Tenure:** The tenure (also referred to as Lease Period) of lease shall be for an initial period ofyears, commencing from the date of execution of this Lease Agreement and the lease period can be extended further with the approval of the LESSOR as per the tender conditions.
- 5.2. **Renewal:** At the expiry of the initial lease period, the LESSOR shall have the right to renew the Lease Agreement and to revise the lease rent after taking into consideration, various factors like, market demand for the land, total

investment made by the LESSEE, turnover and profit of the LESSEE and income from sublease etc. and LESSEE shall be liable to pay the revised lease rent, with annual increase, for the duration of the Lease Agreement.

5.3. The LESSEE shall not execute the agreement with any of the sub lessee or any other project proponents for a period more than the original lease period. LESSOR cannot be held liable for any agreements executed by the LESSEE in contravention of the provisions of this Lease Agreement.

5.4. Notwithstanding anything contained in the Lease Agreement, the renewal of the term of Lease Agreement shall be on mutually agreeable terms and conditions between the parties, provided that the Property or Premise is not required by the LESSOR or the Government for its own purpose and will be subjected to fulfillment of terms and conditions of this Lease Agreement including payment of all dues and lease rent.

6. LEASE RENTALS AND ESCALATION

6.1. **Monthly Rent:** Upon execution of this Lease Agreement and in consideration of the LESSOR leasing the premises to the LESSEE and granting the rights, provided in this Lease Agreement the LESSEE shall pay Rs. (Rupees Only) per month towards the lease rent (hereinafter referred to as rent or lease rental) in advance for having leased the said premises, to the LESSOR on or before the 5th day of each English Calendar month, by an Account Payee Cheque or RTGS or NEFT transfer to the designated account of the LESSOR, as the case may be, in favor of the LESSOR. Pro-rate payment shall be made for period of less than a month.

6.2. **Escalation of Lease Rental:** The lease rental shall be subject to escalation @.....% (percent) annually for the lease period.

6.3. **Interest:** If the LESSEE fails to pay the lease rental as agreed, the LESSEE shall be liable to pay simple interest for the period of delay calculated at a rate equal to% (... per cent) per month.

6.4. **GST:** The Goods and Services Tax (GST), cess or any other taxes or levies shall be paid extra by the LESSEE. LESSOR shall provide necessary

certificates/documents /reports to the LESSEE for availing input tax credit, wherever required.

- 6.5. **IT:** The lease rental shall be payable subject to deduction of tax at source (TDS) as per the provisions of the applicable law. However, if the LESSOR has produced any IT exemption certificate or letter stating that LESSOR is not liable to IT, no TDS shall be deducted from lease rental payable. However, if any future liability arises due to non-effecting of TDS in this regard, the sole responsibility for all such liability falls upon the LESSOR.
- 6.6. **Taxes:** The LESSEE shall alone be liable to bear and pay the present and future Municipal Tax, Property Tax, Assessments, Cess, Maintenance Charge and all other duties and taxes levied under any law for the time being in force or as may hereafter be imposed in respect of the Property or Premise and constructions thereon, and the LESSOR has duly paid the same till the date of hand over of possession of the Property or Premise to the LESSEE.
- 6.7. **Utility and other Charges:-**The LESSEE/ its tenant shall be liable to pay utility charges such as Electricity charges, Water, Telephone usage, Security charges, Fire Fighting, Insurance and Internet charges etc., consumed in the Property or Premise and constructions made thereon, during the subsistence of this Lease Agreement to the authorities concerned. The LESSEE shall pay the aforesaid charges from the date of possession until the expiry or early termination/determination of the term of this Lease Agreement. This shall include proportionate fixed charges against bills raised by the appropriate authorities beginning from the date of taking over the demised possession of the said premises. The cost of separate meter/sub-meter including its installation shall be borne by the LESSEE and installations shall be done with prior approval from LESSOR.

7. REPAIR & MAINTENANCE

The LESSEE shall bear the cost of entire capital and revenue expenditure during the lease period in operation and maintenance of the premises.

8. SECURITY DEPOSIT

- 8.1. The LESSEE shall, on or before the execution of this Lease Agreement, pay to the LESSOR a sum of Rs.....(Rupees only) equivalent to three (3) months' lease rental as an interest-free refundable security deposit through a Demand Draft for the said amount. (hereinafter referred to as '**Security Deposit**') which shall remain with the LESSOR throughout the period of this Lease Agreement (the receipt whereof, by way of Demand Draft bearing DD No. ----dated ---- drawn on ----- in the name of the LESSOR, the LESSOR doth hereby admit and acknowledge and discharge the LESSEE with respect to the same). The LESSEE shall pay additional Security Deposit, whenever there is a revision of monthly lease rent.
- 8.2. The LESSOR has right to recover any amount due to LESSEE from the Security Deposit available with LESSOR and the decision of the LESSOR shall be final and binding by the LESSEE.

9. SUB-LEASE AND ASSIGNMENTS

- 9.1. The LESSOR hereby agrees and grants full authority to the LESSEE or its successors or associates to carry on with business as envisaged under the Clause-4 (related to purpose of the Lease) of this Lease Agreement in the Property or Premise, and the right to authorize third party/persons who may be interested to carry on with such businesses in the Property or Premise on a sub-lease basis or license basis. The period of sublease/license shall be period not more than the original lease period. The LESSEE shall have complete authority and discretion in entering into such sub-lease agreement, collecting rent and securities, renewal, and termination of sub-lease agreement.
- 9.2. The LESSOR shall not be entitled to sell / mortgage / charge or encumber the Property or Premise or a part thereof to any third party during the pendency of this Lease Agreement under any circumstances.

10. REPRESENTATION AND WARRANTIES BY THE LESSOR

The LESSOR represents and warrants to the LESSEE as follows:

- 10.1. The title of the LESSOR to the Property or Premise is clear, marketable and free from all encumbrances and that the Property or Premise shall not have any legal restriction or disqualification to operate business activities as stipulated for the purpose of this Lease Agreement, subject to compliance of applicable Laws.
- 10.2. That the LESSOR shall not commit any act, agreement or anything during the tenure of this Lease Agreement, whereby the rights of the LESSEE shall be jeopardized, affected or rendered void;
- 10.3. That the LESSOR has not entered into any transfer or assignment of the Property or Premise in any manner during the lease period;
- 10.4. The LESSOR also undertakes not to create any charge or encumbrance of any nature whatsoever on the Property or Premise;
- 10.5. The LESSOR is legally competent to offer the said Property or Premise on lease to the LESSEE for the beneficial use, occupation and enjoyment of the Property or Premise for the business of the LESSEE;
- 10.6. The Property or Premise is free from any Charge, Mortgage, Hypothecation, Lien, or Encumbrance;
- 10.7. The Property or Premise is not pending any Lis-Pendency, claims, or acquisition proceedings in any manner;
- 10.8. There is no Winding up, Liquidation, Insolvency or Bankruptcy proceedings or any other court proceedings, pending against the Property or Premise and against the LESSOR;
- 10.9. That it has neither assigned nor created any third-party rights or interest in the Property or Premise by way of any document or other instrument in writing of whatsoever nature;

11. REPRESENTATION AND WARRANTIES BY THE LESSEE

The LESSEE represents and warrants to the LESSOR as follows:

- 11.1. To use the Property or Premise for the purpose of carrying on its business as envisaged in this Lease Agreement or any other incidental legal and bona-

vide business as the LESSEE may consider as desirable to optimally utilise the Property or Premise, in strict compliance of all relevant laws.

- 11.2. Not to bring or store in the Property or Premise and construction made therein, any combustible material illegal or other dangerous things, which may jeopardize the safety of the Property or Premise.
- 11.3. The LESSEE is entitled to carry out all civil, mechanical or other works as necessary for carrying on with its business as described in Clause 4 of this Lease Agreement, which includes but not limited to civil constructions, erection of various items of equipment, interior work of the nature of tiling work, furniture work, ducting work, plumbing, and air-conditioning and such works shall be undertaken by the LESSEE at its own cost and expenses.
- 11.4. The LESSEE shall use the Property or Premise for the lawful purposes mentioned in this Lease Agreement and any further development or any other activity other than provided in this Lease Agreement shall be done only with the approval of the LESSOR.
- 11.5. The LESSEE shall keep and maintain the Property or Premise and structures thereon in good and habitable condition at all times and shall ensure that the Property or Premise shall be free of encroachments at all times.
- 11.6. The LESSEE shall pay all taxes in respect of the Property or Premise which may be levied at any time during the term of the Lease Agreement. In case any taxes due to be paid by the LESSEE but the LESSEE fails to pay, the LESSOR will be entitled to receive such amounts paid by the LESSOR from the LESSEE along with interest at the rate of 12% (twelve percent) per annum.

12. TERMINATION

- 12.1. Notwithstanding anything contained herein and without prejudice to other rights that the LESSOR may have under this Lease Agreement, the LESSOR shall have the right to terminate this Lease Agreement, if there is default in payment of lease rental by the LESSEE for a period of one (1) month and such default has not been remedied by the LESSEE within a period of one (1) month from the date of notice in writing having been given by the LESSOR

to the LESSEE in that behalf. In such cases, the LESSOR shall not be liable to make any payment to the LESSEE. The Security Deposit shall be forfeited and shall be utilised by LESSOR to settle any outstanding dues and other claims of LESSOR on the LESSEE.

- 12.2. Notwithstanding anything contained herein and without prejudice to other rights that the LESSEE may have under this Lease Agreement, in the event of happening of any situations beyond the control of the LESSEE making it difficult for the LESSEE to pay lease rentals to the LESSOR or in case the LESSEE on reasonable grounds foresees the happening of such an event, the LESSEE shall be entitled to terminate this Lease Agreement giving three (3) months notice to the LESSOR. The LESSOR understands that the reasons for such situations can be technical, financial, commercial, legal, or regulatory matters related to the LESSEE's business in the Property or Premise or litigation, inordinate delay in obtaining any approval/ clearance/ NOC/ permission/ license from any Government Agencies or Departments, persistent labour strikes or protests by groups of outside persons.
- 12.3. Notwithstanding anything contained herein and without prejudice to any other rights that the LESSEE may have under this Lease Agreement or in law or in equity, the LESSEE shall have the sole option to terminate this Lease Agreement at any time upon thirty (30) days written notice, in the event that the LESSEE's right to quiet and peaceful enjoyment of the Property or Premise or any other rights which are provided in this Lease Agreement are encumbered, restricted or affected by reasons attributable to the negligent act or omission of the LESSOR.
- 12.4. On expiry of this Lease Agreement or on the sooner determination thereof as provided herein, the LESSEE shall vacate the Property or Premise and construction made therein and shall remove itself and its servants and agents using the Property or Premise and also their movable belongings, chattels, articles and things from the Property or Premise and shall handover the vacant possession of the Property or Premise to the LESSOR. The LESSOR shall be entitled to take all lawful measures to remove the LESSEE from the

Property or Premise also to prevent the LESSEE, its servants and agents, from entering the Property or Premise or any part thereof provided.

- 12.5. Premature Termination: In case under any circumstances including the change of law or for public interest, the LESSOR may terminate the Lease Agreement by issuing a notice with three (3) months period from the date of issue of notice and based on that notice the LESSEE shall vacate the Property or Premise within notice period. In such cases, the LESSEE shall be indemnified with loss incurred due to the premature termination and the value of the loss shall be assessed by a third-party authority like Public Works Department (PWD). Under any circumstances the compensation never includes any loss of business.
- 12.6. Notwithstanding anything contained herein and without prejudice to other rights that the LESSOR shall have the right to terminate this Lease Agreement, if there is default in non-commencement of proposed purpose of lease within three (3) months or cease of activities for a continuous period of three (3) months. In case of any justifiable reason is there for non-commencement of purpose of lease, the LESSEE may approach the LESSOR so that the LESSOR may consider the case based on merit and further extension shall be provided. In case no extension is provided, LESSOR may terminate the Lease Agreement immediately.

13. FORCE MAJEURE

It is also agreed and understood between the parties that in case of any mishap due to fire, earthquake, strike, floods, tempest, war, riot, civil war or civil commotions, mob violence, civil disturbance, act of God or on account of terrorist attack, the LESSOR shall not be liable for any loss or damage that may be occasioned to the LESSEE.

14. HANDOVER OF THE LEASED PROPERTY OR PREMISE UPON EXPIRY OF THE LEASE PERIOD

- 14.1. On expiry of the Lease Period, the LESSOR and LESSEE may jointly decide to transfer all or selected movable/immovable assets created by the LESSEE

in the Property or Premise to the LESSOR with or without consideration on expiry/termination of the lease.

14.2. Notwithstanding the above, the LESSOR so desires, it shall be the responsibility of the LESSEE to demolish and remove any or all of the permanent civil constructions established by LESSEE from the Property or Premise, at its cost, for which the LESSOR shall allow reasonable time free of lease rental to the LESSEE after expiry/termination of the lease period .The LESSEE shall remove all temporary erections/improvements and all movable items including various items of equipment from the Property or Premise in this regard on its own cost by the LESSEE and shall handover vacant possession of the said premises in its normal original condition.

15. INDEMNIFICATION

15.1. The LESSOR shall indemnify and keep indemnified the LESSEE and its officers, representative, employees, directors and other personnel from any loss suffered or claim or action or notice or proceedings or penalty imposed or instituted by any third-party including Government Authority against the LESSEE for any:

- a. breach of obligations of the LESSOR listed under the Lease Agreement; and,
- b. interference, in the peaceful and lawful occupation and use of the Property or Premise in the event of any legal action taken by the Government Authorities or any third party due to any default, act, or omission by the LESSOR.

15.2. The LESSEE shall indemnify, defend and hold the LESSOR harmless against any claims, liabilities, damages, charges, expenses, costs, losses, or injuries arising out of or relating to:

- a. any breach of this Lease Agreement; and,
- b. non-compliance of applicable laws in connection to the business of the LESSEE.

15.3. The parties agree that their respective liability to indemnify each other as per the provisions of this clause or the reference to losses or damages anywhere

in this Lease Agreement shall not include any indirect business losses, loss in profits, loss of opportunity, consequential losses, punitive damages.

15.4. The party claiming indemnity shall send a notice to the other party detailing the indemnified claim along with reasonable particulars within 30 days of awareness of the occurrence of the indemnified claim. Failure or omission by the indemnified person to notify the other Party shall not discharge the Party in respect of the indemnified claim. The Indemnifying Party shall take charge for the indemnified claim and hold harmless and defend the Indemnified Party through competent legal counsel/professionals or remit to the Indemnified Party the amount specified in the indemnified claim within a period of 15 days from the date of receipt of notice under this sub-clause.

16. DISPUTE RESOLUTION

16.1. Any dispute or difference of any kind whatsoever may arise between the Parties in connection with this Lease Agreement; the parties shall use their respective reasonable endeavor to settle the dispute amicably between themselves through negotiation.

16.2. If the same is not resolved as aforementioned, the dispute shall be settled by referring it to the Principal Secretary, Fisheries and Port Department, Government Secretariat.

16.3. Failing to do so, differences or questions arising out of this Lease Agreement including the interpretation of the terms herein or regarding the obligations, failure or breach of any terms thereof by any of the parties under this Lease Agreement or of any matter whatsoever arising under this Lease Agreement which have not been mutually settled, shall be resolved by the Courts under the jurisdiction of civil courts in (...district).

17. LEASE AGREEMENT MODIFICATION/AMENDMENT

This Lease Agreement may be amended only by written instrument executed by both Parties.

18. SECURITY & INSURANCE

18.1. The LESSOR shall, under any circumstances whatsoever, not be responsible for any direct or indirect loss sustained by the LESSEE due to any reasons including force majeure incidents (act of God), during the tenure of the Lease Agreement. The LESSEE shall take suitable insurance policy to cover all losses due to various uncertainties to cover his losses.

18.2. Security arrangement of the premises under possession of the LESSEE shall be the responsibility of LESSEE. The LESSOR shall not be responsible for any loss of installation, equipment etc.

19. INSPECTION

19.1. The LESSOR shall have the right to inspect the Property or Premise at anytime without any prior notice to ensure that the Property or Premise is not used for any other activities that is not provided in this Lease Agreement.

19.2. LESSOR shall have power to remove any the fixture/fittings or modification done by the LESSEE if it is felt that such changes as done under clause 14 will damage the structure of the building.

20. GENERAL CLAUSES

20.1. Notices:

All written notices permitted or required to be delivered by the provisions of this Lease Agreement shall (unless otherwise provided) be deemed so delivered when actually delivered by hand or by Registered Mail or e-mail, Return Receipt Requested, postage prepaid and addressed to the following addresses.

To the LESSOR	Name: Postal Address: e-mail address
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To the LESSEE	Name: Postal Address: e-mail address
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20.2. Amendment:

This Lease Agreement shall not be amended or otherwise altered except pursuant to an instrument in writing signed by each of the Parties hereto. This Lease Agreement shall be binding upon and inure to the benefit of the respective successors, legal representatives and permitted assigns of the parties.

20.3. Severability:

Any provision of this Lease Agreement which is held to be invalid or unenforceable for any reason shall be ineffective to the extent of such invalidity or unenforceability only, without affecting in any way the remaining provisions hereof.

20.4. Stamp Duty and Legal Charges:

All expenses relating to stamp-duty and registration charges shall be borne and paid by the LESSEE. The LESSOR shall provide all necessary documents required for registration of this Lease Agreement. The LESSOR shall register this Lease Agreement as required under law and the LESSEE shall, at the request of the LESSOR, present itself at the office of the Sub-Registrar of Assurances for the purpose of admitting execution of this Lease Agreement.

20.5. Lease Agreement Copies:

This Lease Agreement has been executed in duplicate and the parties hereto agree that the original registered Lease Agreement shall be retained by the LESSEE and the counterpart thereof shall be kept by the LESSOR.

20.6. Governing Law and Jurisdiction:

This Lease Agreement shall be governed by and construed and enforced in accordance with the laws of India and the Courts in (...district) shall have exclusive jurisdiction to entertain any and/or all proceedings under this Lease Agreement.

20.7. Transaction Costs

Each party shall be responsible for the fees and expenses of its legal counsel in connection with this Lease Agreement, whether or not the transactions contemplated hereby are consummated.

20.8. Confidentiality

The LESSEE shall maintain the confidentiality of all the information and data shared by the LESSOR and shall use it only for the purpose of this Lease Agreement and not for any private or commercial gain and shall not disclose the same to a Third Party or Parties.

20.9. Entire Agreement

This Lease Agreement represents the full understanding of the Parties and shall supersede all previous oral or written agreements regarding the subject matter herein.

IN WITNESS WHEREOF PARTIES HAVE SIGNED HEREUNDER ON THE DAY, MONTH AND THE YEAR FIRST HERE ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES.

SIGNED AND DELIVERED)
by the within-named "the LESSOR")
Mr. _____)

SIGNED, SEALED AND DELIVERED by)
the within-named 'The LESSEE'
Mr. _____)

WITNESSES:

(1) Name :
Occupation :
Father's Name :
Address :

(2) Name :
Occupation :
Father's Name :
Address :

THE SCHEDULE

(Description of the said premises)

Serial No.	
District	
Sub- District	
Taluk	
Village	
Desom	
Corporation	
Building No.	
Built Up Area	
Re-Survey Block No.	
Re-Survey No.	
Old Survey No.	
Extent (IN Cents)	
Right	

Tenure	
Description	
----- ----- -----	
Boundaries	
East	
North	
West	
South	

List of Fixtures