

DRAFT LEASE AGREEMENT

For Leasing of 28 Built-up Shops

At

Trade Facilitation Centre & Craft Museum, Varanasi, Uttar Pradesh



CONTENTS

Article No.	Items	Page No.
Contents		2
Draft Lease Agreement (DLA)		
1.	Draft Lease Agreement	3
2.	Definitions	6
3.	Grant of Lease	9
4.	Maintenance and Operation of Shop	14
5.	Rights and Obligations	17
6.	Indemnity and Insurance	19
7.	Force Majeure	21
8.	Breaches/ Surrender/ Termination of Lease Agreement	22
9.	Dispute Resolution	25
10.	Representations and Warranties	27
11.	Miscellaneous	29
Lease Agreement Appendices:		
Appendix- I	Detail of Built up Shop offered for Leasing	32
Appendix - II	List of usages banned/ negative list	34
Appendix - III	Intimation letter regarding payments though RTGS/NEFT/ECS	35
Appendix - IV	Handing Over Note	36
Appendix - V	Taking Over Note	37

Leasing of 28 Built-up Shops

At

Trade Facilitation Centre & Craft Museum, Varanasi, Uttar Pradesh

(Draft Lease Agreement)

Name and address of the Lessee to whom issued:

.....
.....
.....
.....

Date of issue.....

Issued by.....

Place.....

ARTICLE: 1

DRAFT LEASE AGREEMENT

Agreement No. _____ of Year 20__

This Agreement entered into at Varanasi, Uttar Pradesh on this _____ day of _____ 20__ between _____ having its registered office at _____, hereinafter referred to as the “**Lessor**” of the **First Party**.

AND

M/s _____, having its registered office at _____ and represented by (PROPREITOR/ COMPANY/ CONSORTIUM) _____, hereinafter called “**Lessee**” (which expression shall unless repugnant to the context or meaning thereof include the successors and assigns) of the **Second party**.

WHEREAS

- (a) **National Handloom Development Corporation Ltd. (NHDC)** had invited Bid for leasing of Built-Up shops at Phase-1 of Trade Facilitation Centre & Craft Museum, Varanasi, Uttar Pradesh from the interested parties. Based on Bid Application Form (BAF) from Bidders, successful bidder (Name of Lessee/successful bidder) has been selected for assigning **leasing rights of Built-up Shop No. _____ under specified category of _____ with measuring area of _____ Sqm at Trade Facilitation Centre & Craft Museum, Varanasi, Uttar Pradesh**, on “as is where is basis” to the “**Lessee**”.
- (b) **Lessor** has agreed to provide to the Lessee, for commercial utilization under specified category, the leasing rights of Built-up-Shop (pre identified by **Lessor**) on “as is where is basis”, herein after referred to as shop, on payment of Advanced Lease Rent and Performance Guarantee (PG) and other charges to Lessor on the terms and conditions hereunder contained in this Lease Agreement.
- (c) Lessee shall commission, manage, operate, maintain and vacate the leased shop allotted to them at **Trade Facilitation Centre & Craft Museum, Varanasi, Uttar Pradesh** as specified in this Agreement at its own cost.

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

- A. The following documents shall be deemed to form part of and be read and construed as part of this agreement in order of their priority, namely:
- i. Letter of Intent no _____ dated _____.
 - ii. The written clarifications and addenda issued.
 - iii. Notice Inviting Tender (NIT),
 - iv. Any other document of _____ and Lessee forming part of the Bidding Process.

The Lessee hereby covenants as follows: -

- i. Lessee hereby assumes responsibility for shop no. _____ of the Lessor at **Trade Facilitation Centre & Craft Museum, Varanasi, Uttar Pradesh** under the specified category. Lessor shall be responsible to manage, operate, maintain and the vacate leased shop as specified in this Agreement at its own cost. All the shop sites and formats proposed by the Lessee are subject to approval by the Lessor with regard to operational feasibility, aesthetics, and safety and security concerns.
- ii. Lessee irrevocably agrees to make all payments including lease rent as per this Agreement as and when due, without delay or demur, without waiting for any formal advice from The Lessor in this regard.
- iii. The Lessee confirms having examined the potential locations inside Trade Facilitation Centre & Craft Museum, Varanasi, Uttar Pradesh in detail and fully understands and comprehends the technical requirements of the Shop. The Lessee also confirms full satisfaction as to the business viability of leasing the shop inside Trade Facilitation Centre & Craft Museum, Varanasi, Uttar Pradesh and hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration, whatsoever on this account. Lessee also confirms having made independent assessment of present and future market potential and no future claim what so ever regarding change in market circumstances shall be used by it as an alibi or excuse for non-payment of lease rent and other amounts due to The Lessee under this Lease Agreement.

B. That The Lessor and Lessee represent and warrant that they are empowered, authorized and able to make this agreement.

In Witness whereof the parties hereto have caused this agreement to be signed in their respective hands as of the day and year first before written.

...../...../20....

...../...../20....

(.....)
Authorized Signatory
FOR AND ON BEHALF OF
LESSOR

(.....)
Authorized Signatory
FOR AND ON BEHALF OF
LESSEE

In Witness whereof the LESSEE and the LESSOR have set their hands hereunto on the day, month and year first written above in the presence of the following witnesses:

LESSOR

LESSEE

ARTICLE: 2

DEFINITIONS

- (a) **“Agreement”** means the Lease Agreement to be executed between The Lessor and the Selected Bidder in the format approved by The Lessor and includes any amendments, annexure hereto made in accordance with the provisions hereof.
- (b) **“Applicable Laws”** means all laws, brought into force and effect by Govt. of India, State Governments, local bodies and statutory agencies and rules/ regulations/ notifications issued by them from time to time. It also includes judgments, decrees, injunctions, writs and orders of any court or judicial authority as may be in force and effected from time to time.
- (c) **“Permits”** shall mean and include all applicable statutory, environmental or regulatory licenses, authorization, permits, consents, approvals, registrations and franchises from concerned authorities.
- (d) **“Applicable Permits”** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Law, in connection with the “Shop” during the subsistence of this Agreement.
- (e) **“As is where is basis”** means lessee shall be leasing the said shop, equipment’s, installations, fittings and fixtures on ‘as is where is basis’ and the lessee shall not make any additions or alterations in the leased space, installations including electric installations and wiring without the prior permission of the Lessor in writing and when permitted by the Lessor the said additions and alterations shall be carried out by the lessee at their own cost. They shall not be entitled to any compensation for any additions carried out by them in the leased Shops rather lessee shall be required to hand over the leased shop in original condition at the end of lease period.
- (f) **“Bid”** means the documents in their entirety comprised in the NIT, including all clarifications, addenda and revisions issued by The Lessor to the Bidders, the Proposal submitted by the successful Bidder (Lessee) in response to the Notice Inviting Tender in accordance with the provisions thereof.
- (g) **“Bidder”** means any entity which is a registered sole proprietorship firm, a partnership firm or a company having registered office in India.
- (h) **“Earnest Money Deposit”** means the refundable amount to be submitted by the shortlisted Bidder (Bidder) along with NIT documents to The Lessor.
- (i) **“Change in Law” means the occurrence or coming into force of any of the following after the date of signing this Agreement:**
- a) The enactment of any new Indian law
 - b) The repeal, modification or re-enactment of any existing Indian law
 - c) Any change in the rate of any Tax

Provided that Change in Law shall not include:

- i. Coming into effect after the date of signing this Agreement of any provision of a statute which is already in place as of the date of signing this Agreement (or)

- ii. Any new law or any change in existing law under the active consideration of or in the contemplation of any Government as of the date of signing this Agreement, which is a matter of public knowledge.
- (j) **“Handover Date”** means the date on which shop is handed over by The Lessor to the Lessee, in accordance with the terms of this agreement.
- (k) **“Commencement of Operations”** means the date to the end which the lessee shall commence the operations of the leased shop.
- (l) **“Damages”** shall mean any claim of The Lessor against the Lessee for breach of this Agreement, including but not limited to, losses, dues, arrears etc. against which the Lessee shall be entitled to claim and adjust the Performance Guarantee Deposit.
- (m) **“The Lessor”** means **National Handloom Development Corporation Ltd. (NHDC)**
- (n) **“Lessee”** means the selected bidder, who has executed the lease agreement with the Lessor pursuant to bidding process for carrying out commercial activities under specified category (excluding banned list of usage of premises) at approved location of Trade Facilitation Centre & Craft Museum, Varanasi, Uttar Pradesh.
- (o) **“Interest Free Performance Guaranty”** means interest free performance guaranty deposit to be furnished by Lessee to the Lessor as per terms and conditions of lease agreement, to be released after successful completion of lease period.
- (p) **“Lease”** means the leasing rights granted by the Lessor to the selected bidder for commercial activity under specified category (excluding banned list of usage of premises), inside built-up shop at approved location at Trade Facilitation Centre & Craft Museum, Varanasi, Uttar Pradesh, based on the terms and conditions of the Lease Agreement.
- (q) **“Lease Rent”** means the amount payable by the Lessee to the Lessor as per terms and conditions of the lease agreement along with any kind of Central or State Taxes, local levies, statutory dues, etc that may be payable by the lessee as per prevalent law.
- (r) **“Lease Period”** means the period beginning from the Commencement Date and ending on the Termination Date by efflux of time or sooner determination in accordance with the terms of this Agreement.
- (s) **“Selected Bidder”** means the bidder who has been selected by The Lessor, pursuant to the bidding process for award of lease.
- (t) **“First Lease Term”** shall mean first 3-year lease period after selection of Lessee by the Lessor, pursuant to the bidding process for award of lease.
- (u) **“Shop”** means built-up area namely the specified area in Trade Facilitation Centre & Craft Museum, Varanasi, Uttar Pradesh for commercial activities under specified category given on lease basis by The Lessor to the lessee under and in accordance with this Agreement.
- (v) **“Tax”** means and includes all taxes, fees, cesses, levies that may be payable by the lessee under the Applicable Law to the Government or any of its agencies.
- (w) **“Lease Termination”** means termination of this Agreement by efflux of time or sooner determination in accordance with the provisions of this Agreement.

- (x) “**Lease Termination Date**” means the end of the lease period from the commencement date or date of sooner determination of the lease period in accordance with the terms of this Agreement whichever is earlier.
- (y) “**Specified Category**” means specified merchandise category allocated for the leased shop.

ARTICLE: 3

GRANT OF LEASE

3.1 A built-up Shop No. _____ under specified category _____ at _____ Trade Facilitation Centre & Crafts Museum, Varanasi, Uttar Pradesh is being offered for leasing, as detailed in **Appendix-I**. The built-up shop shall be handed over for commercial activities under specified category (except for banned activities/negative list as per **Appendix-II**) on date of signing of Hand Over Note as per **Appendix-IV**, or within 7 days from the date of receipt of full payment as stipulated in Letter of Intent (LoI), whichever is later. Actual area (carpet area) shall be measured at the time of handing over of the shops. The actual area will be measured and variation of area may occur. However, the payment of lease rent will be adjusted on pro rata basis as per the actual area allotted.

LEASE COMMENCEMENT AND TENURE

3.2 Lease Rights of built-up shop shall be for a period of 3 (three) years, unless otherwise terminated by Lessor or surrendered by the lessee at an earlier date. The Lease shall further extendable for two consecutive lease periods of 3 (three) years each.

3.3 After completion of total 9 years from the commencement of first lease term, the lessee shall not reserve any rights to the leased space. The Lessor shall have right to call for fresh tender for the leased shop.

3.4 For the first term of 3 (three) years period, the tenure of Lease Agreement shall be commenced after 30 days from the date of handing over of possession or date mentioned in letter or notice for taking over possession of leased shop, whichever is earlier. For subsequent lease term extensions, the commencement date shall start immediately after completion of previous lease term.

3.5 Lessee will have option to exit from the lease agreement at the end of each completed year of the lease, subject to 60-day prior notice by lessee to the lessor:

- i) In such a case balance interest free performance guarantee of the lessee shall be refunded after adjusting the outstanding dues, if any, payable on the part of the lessee to lessor. Balance outstanding dues, if are more than interest free performance guarantee, shall also be recoverable from the lessee before lessee is permitted to remove their establishment(s) or else Lessor will seize their property treating at “Zero” or “Nil” value.
- ii) If the lessee is desirous of terminating the lease after expiry of any of the completed years of lease but without serving any intimation period or shorter intimation period than 60 days, the agreement shall have deemed to be terminated on completion of such improper intimation period. In such cases, the interest free performance guarantee shall be refunded to the lessee after adjustment of lease rent for period shorter than 60 days (NOTICE PERIOD) and outstanding dues, if any. Balance outstanding dues, if are more than interest free performance guarantee, shall be also recoverable from the lessee before lessee is permitted to remove their establishment(s) or else Lessor will seize their property treating as “Zero” or “Nil” value. Lessor shall be free to dispose of the said property/goods in

whatsoever manner it deems fit. Lessee shall have no claim for compensation of consideration/ damages in this regard.

- iii) If the lessee is desirous of terminating the lease hereby created before expiry of any of the completed years of lease, the lease agreement shall have deemed to be terminated on the date mentioned in termination/surrender notice, subject to confirmation by Lessor. In such a case, the balance interest free performance guarantee shall be forfeited in favor of Lessor after adjustment of outstanding dues, if any, payable to Lessor. No grace period shall be provided to lessee in such a case. Lessor may also recover the balance outstanding dues, if are more than interest free performance guarantee, shall also be recoverable from the lessee before lessee is permitted to remove their establishment(s) or else Lessor will seize their property treating as “Zero” or “Nil” value. Lessor shall be free to dispose of the said property/goods in whatsoever manner it deems fit. Lessee shall have no claim for compensation of consideration/ damages in this regard.

LEASE RENT

- 3.5 For the first term of 3 (three) years, the Lease rent for shop shall commence post completion of 30 calendar days from the date of handing over/possession of premises or date mentioned in letter or notice for taking over possession of leased shop, whichever is earlier and shall be charged till the termination/ completion of agreement. For subsequent lease term extensions of 3 years each, the lease rent shall commence from the date immediately after completion of previous lease term. The same shall be extended with escalation of 15% on last paid annual lease rent and escalated rent would remain constant for the lease period of 3 (three) years.

- 3.6 Lease rental for the **FIRST LEASE TERM** shall paid be as follows

<u>YEAR</u>	<u>LEASE RENT</u>
<u>1st Year</u>	Lease rental for the first year needs to be paid in advance, within 7 days from the date of LOI.
<u>2nd Year</u>	Lease rental for the second year needs to be paid in advance, 30 days before completion of 1 st Year of the lease.
<u>3rd Year</u>	Subject to full and timely payment of lease rents for previous two years and continuous operation of leased space in previous years, the lease rental shall be waived off for third year as an incentive to the lessee. In case lessee fails to comply with the above cited condition the lease rental for the third year shall be paid by the lessee in advance, 30 days before completion of 2 nd Year of the lease.

- 3.7 Lease rental for extended Lease term, subject to extension of lease for next 3 years and 3 years subsequent to that, the payment terms shall be applicable as stated below:

- a) Payment for all 3 years shall be required to be paid and there would not be any waiver on rental provided.
- b) For each year of the extended lease, annual rent shall be paid by lessee 30 days in advance before commencement of each lease year.

- 3.8 The Lessee agrees voluntarily and unequivocally to make all payments to Lessor as may be due

before the due date, without waiting for any formal advice from Lessor.

- 3.9 The annual lease rent of Rs. _____/- (Rupees _____ only) plus service tax as applicable shall be paid on yearly basis in advance to Lessor as per payment terms in para 3.6 and 3.7. The accepted rate is Rs. _____/- (Rupees _____ only) per sq.ft per month as shown in the letter of intent issued to _____ vide letter no. _____ dated _____ duly accepted by the Lessee.

The lessee shall preferably make payment of advance Yearly Lease Rent to Lessor by E-mode i.e. RTGS/NEFT & DD and intimate the Lessor as per format in Annexure-III.

- 3.10 Electricity and Common Area Maintenance (CAM) charges shall be paid by lessee as per actuals against invoice issued to lessee for such charges every month of lease period.
- 3.11 Along with Lease Rent, Lessee shall also pay other dues as applicable time to time.
- 3.12 Lessee shall periodically advise the details of payment deposited with Lessor. In the case of non-submission of such details, initially Third Party dues i.e. statutory dues/ liabilities shall be settled (mandatory liabilities of Lessor), then others dues/ liabilities like electricity, etc, and lastly Lease rent shall be accounted for.
- 3.13 Non-payment of Lease Rent and other dues within the prescribed date shall constitute Material Breach of Contract and Lessee's Event of Default under this Agreement and shall entitle Lessor to terminate the Lease Agreement as per provisions stipulated in Article-8 of the Lease Agreement. Besides, the lessee shall pay an interest of 18% (eighteen percent) per annum on the amount of lease rent and other dues outstanding after the due date and falling in arrears. Interest shall continue to accrue on monthly compounding basis till all the payable amount of lease rent and other dues are finally squared up. Such interest shall be charged on outstanding dues for the actual day(s) of delay in payment.
- 3.14 In case payment is not made by due date, 15 days' notice to cure the Lessee's Event of Default shall be issued. In the event of lessee failing to cure the Default, Lessor shall be entitled to terminate the lease after issuing 30 days' termination notice and shall be free to forfeit Interest Free Performance Guarantee after adjustment of all dues payable by the lessee what so ever and take such other action available to it under this Agreement and as per Law. The utilities being provided to the lessee may be disconnected after 15 days of termination notice if the lessee fails to deposit the outstanding dues.
- 3.15 The lessee shall vacate leased shop by taking away all his articles and hand over vacant shop to O&M administration or its authorized representative, on or before the 30 days grace period from date of issue of termination notice otherwise Lessor shall take over the possession of the property goods and all the belongings/ inventory/ property/ installations/ fittings/ goods etc. shall be evacuated and vested in Lessor at Zero/Nil value. Further Lessor shall be free to dispose of these goods by any procedure as deemed fit. The Lessee hereby voluntarily and unequivocally agrees not to seek any claim, damages, compensation or any other consideration thereafter in future. Demurrage/ penal charges at the rate of two times of Lease Rent prevailing on the date of termination of Lease Agreement shall be admissible after 30 days from the date of termination of Lease Agreement.
- 3.16 The Lessee shall vacate the premises within 30 days of termination of the Lease Agreement. A certificate/ taking over note from O&M administration or its authorized representative in proof

of lessee having vacated the site shall be required to be submitted by the Lessee. Any claim of vacation/ non-vacation without the endorsement of O&M administration or its authorized representative shall not be entertained.

INTEREST FREE PERFORMANCE GUARANTEE

3.17 Lessee shall deposit Interest Free Performance Guarantee to Lessor, equivalent to Rs 1,00,000 (One Lakh Rupees only) in the form of Demand Draft to be submitted by the bidder within 7 days of issuance of LOI. The Interest Free Performance Gurantee shall be accepted in the form of Demand Draft (DD) only in favour of Lessor and drawn on a nationalized/ Scheduled Banks of India, payable at Lucknow.

3.18 Interest Free Performance Guarantee shall be refunded in case lessee exists from the Lease Agreement after successful completion of each year of Lease subject to conditions in para 3.5 and 3.19.

3.19 Lessor reserves the right to forfeit performance guarantee and all other payments made by lessee under below conditions:

a) In case the leased space is kept non-operational or non-functional for more than 30 days without written approval from the Lessor or his/her appointed representative.

b) Exiting from lease agreement after payment of performance guarantee even without taking possession of built-up shop.

3.20 Lessor reserves the right for deduction of Lessor's dues from Interest Free Performance Guarantee at any stage of agreement i.e. currency/completion/termination/surrender, against -

a) Any physical damages caused by lessee or its contractor/sub-contractors/staff and labour employed/ engaged by them to the property of the Lessor

b) Any amount imposed as a penalty and adjustment for all loses/damages suffered by Lessor for irregularities committed by the Lessee.

c) Any amount which Lessor becomes liable to the Government/Third party due to any default of the Lessee or any of his servant/ agent.

d) Any payment/ fine made under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf.

e) Any other outstanding payment due to Lessor as per Lease Agreement.

3.21 Once any amount is debited from the interest free performance guarantee, the Lessee shall reimburse the performance guarantee to the extent the amount is debited, within 15 days period failing which it shall be treated as Lessee's Event of Default.

3.22 Interest Free Performance Guarantee shall be forfeited after adjustment of all dues what so ever in case of any Lessee Event of Default.

TAXES AND OTHER STATUTORY DUES

3.21 The property tax applicable, if any, on the property of Lessor.

- 3.22 Service tax, as applicable time to time, shall also be borne by Lessee.
- 3.23 All other statutory taxes, statutory dues, local levies, as applicable shall be charged extra and shall have to be remitted along with the Lease Rent for onward remittance to the Government. The Lessee shall indemnify Lessor from any claims that may arise from the statutory authorities in connection with this Lease.
- 3.24 Payment of all stamp duties for registration of built-up shop is required to be executed for lease agreement shall be borne by Lessee.

ARTICLE: 4

MAINTENANCE AND OPERATION OF SHOPS

4.1 Alterations and Renovations:

- (a) The Lessee shall be allowed to carry out any alterations or renovations within the said premises but without in any way altering or damaging the main/shell structure of the said premises. The Lessee shall need to take prior written approval from Lessor through a written notice prior to commencement of any alteration works and if necessary Lessor reserves the right to ask for and review the renovation plan/ drawings before providing consent.
- (b) All the work shall be done at the cost of lessee complying and strictly following the safety procedure, measurement and fit-out guidelines laid down by the Lessor. If it is noticed at any stage that lessee is not complied the safety procedure, measurement and guidelines laid down by the Lessor, a penalty shall be imposed on the Lessee as deemed fit by the Lessor.
- (c) The Lessee shall be responsible for the costs of removing debris from the premises and shall be responsible for all damage to the common areas of the complex like flooring, lift cars etc during the process of alteration. Any special cleaning or drain clearance necessary as a result of the alteration works and any other costs incurred by Lessor including any extra security costs, which are caused by, or in connection with, the works shall also be charged to the Lessee's account. The Lessee shall have to bear the cost of the damage plus service charges. However before incurring any such costs the Lessee shall be briefed on the requirements by Lessee.

4.2 Maintenance & Repairs:

- (a) Lessee shall bear the cost of minor day-to-day repairs and maintenance including white washing. All major repairs due to constructional defects shall be the responsibility of Lessor. If the major repairs or maintenance required to be carried out by Lessor are not carried out within reasonable time, the lessee shall have the right to get the needful done with prior written consent of Lessor and deduct the cost thereof from the amount payable to Lessor.
- (b) The Lessee shall be at liberty, on the termination of this lease, to remove or take away such fixtures, fittings and electric appliances installed by it leaving the leased premises, as far as possible, in the same conditions structurally, reasonable wear and tear and acts of God and nature excepted.
- (c) The premise, which has been handed over to the lessee under this agreement, shall be kept in good condition and maintained properly by the lessee at their own cost. If the property is not handed over in good condition as required under this agreement, Lessor reserves the right to seek exemplary damages and indemnification.

4.3 Operation of Shops:

- (a) Lessee shall ensure that fire detection and suppression measures installed inside his premises are kept in good working condition at all times.
- (b) The Lessee voluntarily and unequivocally agrees to provide un-fettered access to the fire officer of Lessor for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the fire officer. Non-compliance may be treated as breach of contract and lease shall be terminated.
- (c) Lessee shall ensure that all electrical wiring, power outlets and gadgets are used and maintained properly, for guarding against short circuits/ fires. The instructions in this regard by the Lessor electrical inspector/authorized representative must be complied with. Any cost/s associated with implementation of such instruction shall be borne solely by the lessee. The Lessee voluntarily and unequivocally agrees not to seek any claims, damages, compensations or any other consideration whatsoever on account of implementing the instruction issued by Lessor fire officer, electrical inspector, Security officer or their authorized representatives from time to time.
- (d) Lessee shall keep and maintain the leased shop in neat, clean condition and in safe and sound manner during the lease period. Any defective, weak or corroded structure should be replaced immediately with new proper structure. In case of any incident/ injury caused due to error/ omission attributable on the part of lessee, the lessee shall be responsible for all compensation.
- (e) Lessee and its employees or other persons involved in the execution of the work shall not in any way impinge on the safety and security of the premises, visitors' convenience, and Lessor's assets.

In case of serious accident caused due to negligence of the lessee, resulting in injury, death to visitor or lessor's employees or loss to lessor's property, it shall constitute Material Breach of Contract and considered Lessee Event of Default that shall entitle lessor to terminate the Lease Agreement with 30 days written notice.

- (f) Access to premise shall be regulated by the O&M Administration and lessee is required to take necessary permissions in this regard from the office of O&M Administration as per extant policy of lessor. It is clarified that the permission to the lessee shall not be unduly denied.
- (g) The Lessee shall ensure safety and security of Leased shop. Lessor shall not take any responsibility.
- (h) Joint inspection of shop shall be conducted by lessor's officials and Lessee, at least monthly. Discrepancy noticed or instructions issued by Lessor shall be rectified/ complied by the Lessee within a period of 15 days, failing which Lessor reserves the right to impose fine/ penalty as deemed fit by the Lessor. Deliberate or willful non-compliance of lessor written instructions for a period of 90 days shall constitute Material breach and Lessee Event of Default that shall entitle lessor to encash performance guarantee and or terminate the Lease Agreement after giving 30 days notice to the

Lessee. Such termination of the Lease Agreement and forfeiture of the interest free performance guarantee by lessor after adjustment of all dues what so ever shall be without prejudice to any other damages, rights or remedies applicable under law in its favour.

- (i) The overall control and supervision of the premises shall remain vested with lessor who shall have the right to inspect the whole or part of the leased premises as and when considered necessary, with respect to its bonafide use and in connection with fulfillment of the other terms and conditions of the lease agreement. Lessor so reserves the right to enter the leased premises to repair and replace the fixtures provided by Lessor.
- (j) Encroachment: The Lessee shall strictly not encroach up common areas/circulating areas or any other space, and restrict his operation to within the area leased. In case, the lessee encroaches upon the common area, circulating area or any other space then a fine/compensation, appropriate action may be taken by O&M Administration of Lessor as deemed fit.
- (k) Further, lessor can impose the fine/penalty on lessee as deemed fit on the following offenses:

i.	Any staff of Lessee found in drunken condition/ indulging in bad conduct.
ii.	Any staff of the Lessee found creating nuisance on duty.
iii.	Improper maintenance & defacement of the Property.
iv.	Dishonor of drafts and Cheques given by Lessee in favour of Lessor.
v.	Misbehavior with staff of Lessor, other occupants and visitors of the premises.
vi.	Not following safety and security norms as may be indicated by authorized representative of Lessor.
vii.	Any staff of the Lessee found without ID Card and/or found creating nuisance on duty.
viii.	Not following the instructions issued by Lessor's authorities from time to time

- (l) The option to impose fine, penalty, etc under this Lease Agreement shall be exercised by O&M administration or its authorized representative.
- (m) On operational ground/ administrative exigency, the Lessor may ask the lessee to vacate any Shop. Thereupon, the Lessor shall refund the interest free performance guarantee on prorata basis. The Lessee unequivocally and voluntarily agrees not to seek any claim, compensation or any other consideration on this account on whatsoever reason.

ARTICLE: 5

RIGHTS AND OBLIGATIONS

5.1 Lessee's Obligations:

The Lessee's Responsibilities and Duties shall include the following, in addition to and without prejudice to other obligations under this Agreement

- (a) to obtain due permits, necessary approvals, clearances and sanctions from the competent authorities for intended commercial activities or infrastructure facilities including interior decoration, power, water supply, drainage & sewerage, fire fighting, telecommunication, etc.;
- (b) to operate and maintain the Leased Area at all times in conformity with this Agreement;
- (c) to ensure that no structural damage is caused to the existing buildings and other permanent structures of the Lessors property as a result of his activities or any of its agents, contractors, etc.;
- (d) to take all reasonable steps to protect the environment (both on and off the Leased Shop) and to limit damage and nuisance to people and property resulting from construction and operations, within guidelines specified as per Applicable Laws and Applicable Permits;
- (e) to duly supervise, monitor and control the activities in the shop;
- (f) not to permit any person, claiming through or under the Lessee, to create or place any encumbrance or security interest over all or any part of Lease shops or the Leased Shop's Assets, or on any rights of the Lessee therein or under this Agreement, save and except as expressly permitted in this Agreement;
- (g) to keep the Leased Shop free from all unnecessary obstruction during execution of works and store the equipment or surplus materials, dispose of such equipment or surplus materials in a manner that causes least inconvenience,
- (h) at all times, to afford access to the Leased Shop to the authorised representatives of Lessor, other persons duly authorised by any Governmental Agency having jurisdiction over the business of Leased Shop, to inspect the Leased Shop and to investigate any matter within their authority and upon reasonable notice; and
- (i) to comply with the divestment requirements and hand over the Leased Shop to Lessor upon Termination of the Agreement;

5.2 The Lessee shall be solely and primarily responsible to Lessor for observance of all the provisions of this Lease Agreement on behalf of the Lessee, its employees and representatives and agents and any person acting under or for and on behalf of the Lessee; contractor(s) appointed for the Leased Shop as fully as if they were the acts or defaults of the Lessee, its agents or employees.

5.3 The Lessee shall comply with all rules and regulations notified by Lessor from time to time.

5.4 No tenancy/sub-tenancy is being created by Lessor in favour of Lessee under or in pursuance of

this Agreement and it is distinctly & clearly understood, agreed and declared by/ between the parties hereto that:

- (a) The Lessee shall not have or claim any interest in the said shop/premises as a tenant/sub-tenant or otherwise.
- (b) The rights, which Lessee shall have in relation to the said premises, are only those set out in this Agreement.
- (c) The relationship between Lessor and Lessee under and/or in pursuance of this Agreement is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/or make any commitment on behalf of and/or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of persons is hereby being created or intended to be created between Lessor on the one hand and Lessee on the other hand in connection with and/or relating business to be operated by Lessee at the said premises.

5.5 Lessee shall not sub-lease, assign any of its rights, or interest in this Agreement in favour of any company/person(s) at any time and for any reasons whatsoever.

5.6 Infrastructure:

(a) Electricity:

The Electricity will be provided for leased shop on Lessee's request, depending on the feasibility and availability of load. Electrical work, if required, shall be carried out with prior approval of Lessor for release of Electrical Power and all costs associated with provision of electricity shall be borne solely by the lessee.

(b) Parking

The parking facilities provided as part of the overall parking for the campus may be used.

5.7 Services to be Provided by Lessor:

Reasonable security services for the building, cleaning, trash removal and washing of the building premises, adequate lighting in the common areas and exterior lighting outside the building to be provided by Lessor. In the event that any one of the services provided by Lessor may be interrupted or suspended by reason of accident, repair, alterations, strikes, lockout, and except as hereinafter provided, Lessor shall not be liable to the lessee therefore provided however that Lessor shall use its best efforts to restore such services as soon as reasonably possible.

ARTICLE: 6

INDEMNITY AND INSURANCE

- 6.1 The Lessee hereby undertakes to indemnify and hold the Lessor harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-completion of the fit-out; quality of the fit-out and the construction/ construction activities.
- 6.2 The Lessee hereby undertakes to indemnify the Lessor against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.
- 6.3 The Lessee hereby undertakes that the Lessor shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Lessee or any of his/her contractors/ sub-contractors. The Lessee shall indemnify and keep indemnified the Lessor against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
- 6.4 The Lessee shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Lessee shall indemnify the Lessor for any loss and damages suffered due to violation of its provision.
- 6.5 The Lessee hereby indemnifies the Lessor against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Lessee or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- 6.6 The Lessee hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Lessee hereby indemnifies the Lessor against any liability arising in connection with the employment of its personnel in the said premises by Lessor. Lessee hereby undertakes to carry out police verification of its employees and submit the copy of same to O&M Administration of Lessor, in accordance with the Lessor's policies regulations prevalent at that time.
- 6.7 The Lessee shall indemnify the Lessor from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this Lease.
- 6.8 The Lessee shall indemnify the Lessor from any damage charges to be incurred if the leased shop has not been handed over to the Lessor in good condition as required under this agreement.
- 6.9 The Lessee shall indemnify the Lessor from any serious accident caused due to negligence of the Lessee, resulting in injury, death to commuters or the Lessor employees or loss to property of the Lessor.
- 6.10 The Lessee shall be liable for and shall indemnify, protect, defend and hold harmless the Lessor,

officers of the Lessor, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Lessee to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.

- 6.11 The Lessee shall indemnify and keep indemnified the Lessor for any losses/ penalties on this account levied by any judicial/statutory authorities/courts, in case, the Lessee misused all liabilities for mis-user charges and mis-user proceedings.
- 6.12 Insurance and Waiver of Liability: The Lessee shall bear the cost, throughout the term of the lease, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in premises of the Lessor, including death or injury caused by the sole negligence of the Lessee or the Lessee's failure to perform its obligations under the agreement. Upon the Lessor's request, the Lessee shall submit to the Lessor, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Lessee agrees and undertakes to indemnify and hold the lessor harmless against any and all liabilities. Losses, damages, claims, expenses suffered by the lessor as a result of such default by the Lessor.

ARTICLE: 7

FORCE MAJEURE

- 7.1 Neither the Lessor nor Lessee shall be liable for any inability to fulfill their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect, shall constitute force majeure events:
- (a) Earthquake, Flood, Inundation, Landslide.
 - (b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
 - (c) Fire caused by reasons not attributable to the Lessor.
 - (d) Acts of terrorism.
 - (e) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
 - (f) Strikes or boycotts, other than those involving the Lessor, its contractors, or their employees, agents etc, and
 - (g) Any other similar things beyond the control of the party, except court order/ court judgment.
- 7.2 Occurrence of any Force Majeure shall be notified to the other party within 15 days of such. If any Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of one week to the other party and interest free performance guarantee deposit shall be refunded by the Lessor to the Lessee after adjusting outstanding dues, if any.

ARTICLE: 8

BREACHES/SURRENDER/TERMINATION OF LEASE AGREEMENT

Surrender of Lease Agreement:

- 8.1 The Lessee shall have option to surrender the Lease agreement hereby created, provided that
- (a) The Lessee successfully completes initial 1 (One) year period and there after Lessee will have option to exit from the lease agreement at the end of each completed year of the lease, and
 - (b) The Lessor receives a two months/ 60 days advance notice, in writing, from lessee for its intention to surrender the lease agreement, and
 - (c) There is no arrear pending with the Lessee on the date of issue of surrender notice, and
 - (d) Lessee continues to pay all dues as per schedule to the Lessor till the date of pre-mature closure of Lease Agreement, and
 - (e) Lessee hand over, vacant and peaceful possession of leased shop, to the Lessor, free from all encumbrances and in original conditions free of cost within 15 (fifteen) days from the closure of Lease agreement.
- 8.2 If lessee satisfies the above said conditions of surrender of Lease Agreement, the Lessor shall refund interest free Performance Guarantee Deposit after recovery/adjustment of any amount/s due to Lease and following the provisions of clause 3.5 of agreement.

Breach of Lease Agreement/ Lessee's Events of Default:

- 8.3 Following shall be considered as Material Breach of the Lease Agreement by Lessee resulting in Lessee's Events of Default:
- (a) If the Lessee has failed to perform or discharge any of its obligations in accordance with the provisions of Lease Agreement, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to the Lessor without any contributory factor of the Lessee.
 - (b) If the Lessee fails to pay lease rent, utility charges, penalty or damage herein specified or any other due to be paid by the Lessee to the Lessor by the stipulated date.
 - (c) If the Lessee makes any change in ownership of Lease by sale, merger or acquisition.
 - (d) If the Lessee during pendency of the Lease Agreement becomes insolvent or is put under receivership by a competent court.
 - (e) If the Lessee is in persistent non-compliant of the written instructions of officials authorized by the Lessor.
 - (f) If the Lessee or any of its representatives cause an incident or accident that results in injury or death to employees/ tourists/ other occupants/ visitors or loss to property of the Lessor.

- (g) If the Lessee is in violation of any of the other clauses of Lease Agreement and after three written notice (unless otherwise specifically mentioned therein) from the Lessor fails to cure the Default to the satisfaction of the Lessor.
- (h) If any representation made or warranties given by the Lessee under this Agreement is found to be false or misleading.
- (i) If the Lessee engaging or knowingly has allowed any of its employees, agents, or contractors to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- (j) If the Lessee has created any encumbrance, charges or lien in favour of any person or agency, over the leased shop, save and except as otherwise expressly permitted under this Agreement.
- (k) If a resolution for voluntary winding up has been passed by the shareholders of the Lessee.
- (l) If any petition for winding up of the Lessee has been admitted and liquidator or provisional liquidator has been appointed or the Lessee has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Lessor, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Lease under this Agreement.
- (m) If the Lessee has abandoned the Leased Shop for more than 30 days without written approval from the Lessor or his/her appointed representative.
- (n) If the lessee is found to be violating the list of banned usage as per Appendix-II.

Termination of Lease Agreement by Lessor:

- 8.4 Provided that in the event of application of clauses 8.3 (a) and (b) above, the Lessor shall give to the Lessee 30-day time to cure the default prior to considering the events specified therein as Lessee's events of default and in the event the Lessee remedies the default to the satisfaction of the Lessor within the cure period, the event shall not be considered as a Lessee Event of Default.
- 8.5 On operational ground or any other Administrative Exigencies: The Lessor reserve the rights to terminate the Lease Agreement by giving 2 (two) month advance notice in such exigency. The Lease agreement shall stand terminated and the Performance Guarantee deposit shall be refunded after adjusting outstanding dues, if any. The Lessee voluntarily agrees not to seek any claim, compensation, damages or any other consideration whatsoever on any ground in this regard. Lessee shall remove his belongings from Lessor's premises within 30 days of issue of termination letter, failing which these belongings shall become property of Lessor. Lessor shall be free to use/ dispose-off these belongings in whatever manner as deemed fit. Lessee shall have no claim, compensation or consideration on any account of these belongings.
- 8.6 Termination for Force Majeure: The Lease Agreement may be terminated for Force Majeure Reasons as specified in Article 7.1.

Other Conditions:

- 8.7 After termination/ surrender/ expiry of Lease period or due to force majeure events, Lessee shall forthwith vacate the said premises and remove its furniture, fixtures, equipment as well as its personnel from the said premises without causing any damage to the property of the Lessor.
- 8.8 On termination of Lease Agreement in the Event of Default by Lessee, Lessor shall forfeit the interest free performance guarantee and advance lease rent paid by the date of termination after adjustment of all dues what so ever. Moreover, the Lessee shall be liable to pay all dues outstanding to the Lessor including electricity, CAM charges and any other charges under this agreement without prejudice to rights and remedies applicable under the law.
- 8.9 The termination of this Agreement shall not release either party from its obligation to pay any sums then owing to the other party nor from the obligation to perform or discharge any liability that had been incurred prior thereto.
- 8.10 After completion of the tenure of the lease/ pre-mature termination/ surrender, the Lessee voluntarily agrees to remove all his belongings/equipment installed by Lessee inside the shop within 30 days grace period from the date of issue of termination of Lease Agreement, failing which, it shall become the sole property of Lessor at zero/nil value and Lessor shall be free to do as it deems fit with the same. The lessee agrees voluntarily and un-equivocally not to seek any claim, damages, compensation or any other consideration whatsoever on this account.
- 8.11 All third party agreements, entered by the Lessee, shall stand terminated on expiry of agreement between Lessor and Lessee.
- 8.12 Rights of Lessor on Termination: Lessor shall not have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Lessee in connection with the leased shop.
- 8.13 Lessor's Right to Re-tender the leased shop on Termination:
- (a) Lessor shall have right to re-tender the leased shop on termination of this Agreement for any reasons whatsoever.
 - (b) After completion of total 9 years, the lessee shall not reserve any rights to the leased space. The lessor shall have right to call for fresh tender for the shops.
 - (c) Lessor if it deems necessary shall also have the right to seal or lock the leased shop upon termination.

ARTICLE: 9

DISPUTE RESOLUTION

9.1 Conciliation

- (a) In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall firstly be attempted to be settled by conciliation. All disputes relating to this agreement or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this agreement shall in the first place be referred to a Sole conciliator appointed by Lessor on receipt of such request from either party.
- (b) The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties. The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect as of arbitration award. The lessee shall have no objection if the sole conciliator is an employee of Lessor. The views expressed or the suggestions made or the admissions made by either party in the course of conciliation proceedings shall not be introduced as evidence in any arbitration proceedings/ Court proceedings. The venue of such conciliation shall be at Delhi/ New Delhi or Varanasi, Uttar Pradesh as per the decision of the Lessor. The decision of the Sole conciliator shall be binding on all the parties. The cost of Conciliation shall be borne by the respective parties equally.

9.2 Arbitration

- (a) If the efforts to resolve all or any of the disputes through conciliation fail, then such disputes or differences, whatsoever arising between the parties, shall be referred to arbitration.
- (b) The decision of sole Arbitrator/ panel of Arbitrators shall be binding on all the parties. The cost of arbitration shall be borne by respective parties equally. The venue of such arbitration shall be Delhi/ New Delhi or Varanasi, Uttar Pradesh as per the decision of the Lessor.
- (c) The parties agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.
- (d) Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made.
- (e) During the pendency of arbitration / conciliation proceedings, the Lessee shall continue to perform and make due payments due to Lessor as per Lease agreement.
- (f) Jurisdiction of Courts: The Court at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes between the parties arising out of this agreement.

ARTICLE: 10

REPRESENTATIONS AND WARRANTIES

10.1 The Lessee represents and warrants to Lessor that

- (a) It is duly organized, validly existing and in good standing under the laws of India;
- (b) It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (d) It has the financial standing and capacity to undertake the commercial utilization (under the specified category) of leased shop;
- (e) This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (f) The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Lessee Memorandum and Articles of Association or any Applicable Law or any covenant, agreement, understanding, decree or order to which the Lessee is a party or by which Lessee or any of its properties or assets are bound or affected;
- (g) There are no actions, suits, proceedings or investigations pending or to the Lessee's knowledge threatened against the Lessee at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute the Lessee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- (h) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government authority which may result in Material Adverse Effect;
- (i) It has complied with all applicable law and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- (j) No representation or warranty by the Lessee contained herein or in any other document furnished by the Lessee to Lessor or to any government authority in relation to Applicable Permits contains or shall contain any untrue statement of material fact or omits or shall omit to state a material fact necessary to make such representation or warranty not misleading;
- (k) The Lessee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that Lessor shall not be liable for the same in any manner whatsoever to the Lessee.

- (l) The Lessee shall make its own arrangements in engagement of its staff and labour and shall at no point represent to or claim that the staff, labour is being recruited for and on behalf of Lessor. The Lessee shall at all times comply and represent to the staff and labour employed/ engaged by them the requirement for complying with Applicable Laws and applicable Permits, particularly in relation to safety and environmental regulations.

10.2 Obligation to notify change: In the event that any of the representations or warranties made/ given by the Lessee ceases to be true or stands changed, it shall promptly notify Lessor of the same.

10.3 Lessor covenants:

- (a) Lessor covenants and represents that it has good and marketable title to the said premise, free and clear of all liens, claims, mortgages or deeds of trust affecting the Lessee's possession of the leased shop, Lessee's use of the premises, or the rights granted to the Lessee hereunder.
- (b) Lessor covenants and represents that it has full and complete authority to enter into a lease agreement under all terms, conditions and provisions set forth in the agreement, and so long as the Lessee keeps and substantially performs each and every term, provision and condition contained in the agreement, the Lessee shall peacefully and quietly enjoy the premises without hindrance or disturbance by Lessor or by any other person(s) claiming by, through or under or in trust for Lessor.
- (c) On paying the Lease Rent, Lessee hereby reserved and observing & performing the several covenants and stipulations on its part and the conditions herein contained, shall peacefully hold and enjoy the leased shop throughout the said term without any interruptions by the Lessor or by any person claiming by, through, under or in trust for Lessor.
- (d) Lessor shall provide, if required for seeking any permission pertaining to commercial activities from any Government Agency, necessary documents pertaining to Lessor properties.

ARTICLE: 11

MISCELLANEOUS

- 11.1 Lessee shall comply with the laws of land including State Pollution Control Board guidelines. Lessor shall not be held liable for any change/modification in these laws which adversely affect this agreement. Lessee shall have no right/ claim in this regard, whatsoever the reason may be.
- 11.2 Lessee shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel employed/deployed by the Lessee and these personnel shall at no point of time be construed to be employees of Lessor and the Lessee shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel. The Lessee shall indemnify Lessor from any claims that may arise in connection with above.
- 11.3 Employees conduct: The Lessee shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unlawful, unfair activities or demonstrations. The personnel deployed shall be decent, courteous and without any adverse or criminal background. In this connection, Lessee shall be required to furnish declaration to Lessor with respect to all his personnel deployed. Further within 45 days of issue of LOI, Lessee shall submit police verification report in respect of all its personnel shall be furnished by the Lessee to Lessor. All the Lessee's personnel shall be required to possess ID card while working in Lessor's premises as per prevailing procedure. Access inside other premises of the lessor's property shall not be allowed without prior approval from authorized personals from lessor.
- 11.4 Misuse: The Lessee shall use the granted space under the agreement only for the services under the specified category provided therein as permissible under Lessor (O&M) administration, except activities and banned items listed at Appendix-II of this agreement and shall not use the same for any other purposes. In case, the Lessee carries on any business or uses the said premises for any other purposes other than the specified category the lease shall deemed to have been misused and Lessor shall immediately terminate the said agreement. All liabilities for mis-user charges and mis-user proceedings; if so initiated shall be that of the Lessee only. The Lessee shall indemnify and keep indemnified Lessor for any losses/ penalties on this account levied by any judicial/statutory authorities/courts.
- 11.5 Signage:
- a) The Lessee shall have the right to put up only one signage of size as approved by the (O&M) administration of Lessor displaying generic name of the Shop. The signage need to confirm to all governmental laws, regulations or ordinance relevant thereto.

- b) The Lessee shall need to obtain a written approval from Lessor by way of a notice before putting up any form of signage and Lessor reserves the right to refuse or to suggest an alternation to the same. The signage shape and location etc are subject to architectural controls to be issued by Lessor.
- c) Placement of Signage without the permission of Lessor or placement in non-approved locations shall attract a penalty on lessee as deemed fit by the Lessor. In case of persistence default, Lessor reserve the right to terminate the agreement with forfeiture of the (interest free) performance guarantee and advance lease rent paid in its favour after adjustment of all dues what so ever.

11.6 Notices:

Lessor and Lessee voluntarily and unequivocally agrees -

- a) That any notice to be served upon Lessor shall be sufficiently served to the correct communication address.
- b) That any notice which may be required to be served upon the Lessee shall be served and given if delivery by Registered AD/ Speed Post/ Courier at the Address given on the First page of the Lease Agreement or delivered in person to the authorized representative of Lessor.
- c) That any notice or correspondence under the terms of this Lease shall be in writing by Registered post/ Speed Post/ Courier or delivered personally. All activities including day to day management, billing, cancellation/termination/surrender etc. shall be carried out from the office of the O&M administration or by Lessors duly authorized representative.
- d) No instruction/ notice of any party if not communicated in writing, shall be entertained by the other party.

Leasing of 28 Built-up Shops

At

Trade Facilitation Centre & Craft Museum, Varanasi, Uttar Pradesh

(Draft Lease Agreement Appendices)

Name and address of the Lessee to whom issued:

.....
.....
.....
.....

Date of issue.....

Issued by.....

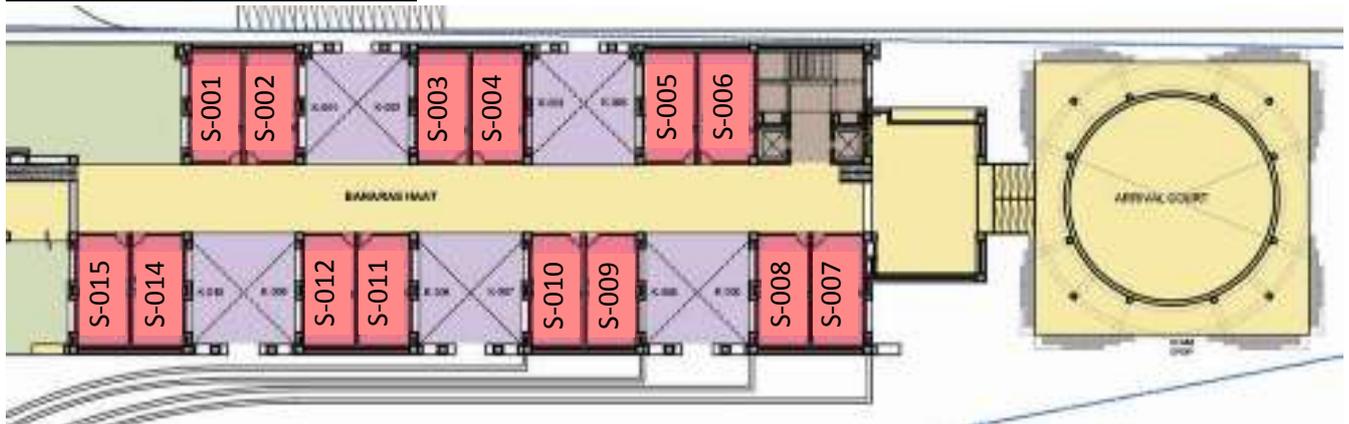
Place.....

Appendix-I**Details of 28 Built-up Shops, at Trade Facilitation Centre, Varanasi, Uttar Pradesh:**

Category #	Merchandise Category	Total Shop	Shop number
I	Handloom Products	17	(S-001 to S-010) on GF (S-101 to S-107) on FF
II	Handwoven Rugs & Carpets, Durries	6	(S-011 to S-12) on GF (S-108 to S-111) on FF
III	Handicrafts : Wood and lac Turnery, Repousse, wood carving, Gulabi Meenakari - Enamel Work, Zardozi – Gold embroidery, Black pottery, Wood, Stone & Metal Crafts	5	(S-014 to S-015) on GF (S-112 to S-115) on FF

The above category of products should be from Varanasi district or adjoining districts which includes:

- Varanasi District
- Sant Ravidas Nagar (Bhadohi) District
- Jaunpur District
- Chandauli District
- Mirzapur District

Layout of Shops – Ground Floor

Layout of Shops – First Floor



Note-1: Total number of Built-up Shops in phase 1 of Trade Facilitation Centre & Crafts Museum, Varanasi project are 28 (twenty-eight).

Note-2: Area of each shop is tentative 320 Sq. ft. Actual area (carpet area) shall be measured at the time of handing over of built-up shops. The actual area shall be measured and variation of area may occur. However, the payment of lease rent shall be adjusted on pro rata basis as per the actual area allotted.

Note-3: All built-up shops offered on lease basis are on “as is where is basis”. On this area the selected bidders are expected to carry out all works, as needed for commercial use with respect to merchandise category allocated for the leased shop as indicated in above table.

Appendix-II

LIST OF USAGES BANNED/ NEGATIVE LIST

1. Any product / Service the sale of which is unlawful/ illegal or deemed unlawful under any Indian act or legislation.
2. Any product the storage and sale of which may lead to or be considered as a fire hazard; such as fire crackers, industrial explosives, chemicals etc.
3. Sale of open liquor and alcohol based drinks or beverages.
4. Sale of tobacco and tobacco products.
5. Gas/Coal based activities strictly prohibited unless approved by the Lessor or his/her authorized personal.
6. Advertisement at any location and in any format unless approved by Lessor.

Appendix-III

**FORMAT FOR INTIMATION BY LESSEE FOR DEPOSITION OF PAYMENTS VIA
RTGS/NEFT/ECS/DD**

1. Name and address of Lessee/ Party/ Company _____
2. Shop No _____
3. Invoice No. and Date (If applicable) _____
4. Period of Invoice _____
5. Head/item wise details of payment to be submitted as described in the invoice

Item No.	Description/Head details	Period	Amount

Gross amount to be deposit

Less statutory deductions such as TDS, VET, S. Tax etc.

Net amount to be deposit

7. TDS registration No. of client/Licensee _____
8. S. Tax registration No. of client /Licensee _____
9. D.VAT registration No. of client /Licensee _____

Note: Lessor's authorized bank name and account No. to which payments to be made –

Name and designation of authorized representative of Lessee/ Party/ Company

All Lessee's Parties/ Companies are directed to give complete compliance to this and ensure to deposit the details at least seven days before of due date of making payments.

To be filled by Lessor's Appointed Officials

The aforesaid details is checked and verified by Lessor's Appointed Officials and is **approved/ disapproved** for submission through ECS/RTGS/NEFT/DD, with following observations:

1. _____
2. _____
3. _____

Licensee is hereby directed to submit confirmation of deposition of payment before due date.

Dated: ____/____/_____

Signature of Authorized Representative of Lessor

Annexure-IV

Handing Over Note

Date: __/__/20__

Shop/Space measuring x = sqm, under category of at
..... Trade Facilitation Center and Crafts Museum, Varanasi, Uttar Pradesh.

(Shop No./ Location of the Shop may be added).....is handed over
to the Lessee, through Shri..... of M/s
..... office at.....
on.....(date).....at.....(time), in the presence of authorized
representative of Lessor.

Lessee hereby acknowledge the receipt and assumes all responsibility of the above described shop, as
provided in the Lease Agreement, from the date and time stated above.

Lessee

Authorized Representative of
Lessor

Annexure-V

Taking Over Note

Date: __/__/20__

Vacant possession of the Shop/Space No. measuring * =

Square meter under category ofat Trade Facilitation Center and Crafts Museum, Varanasi, Uttar Pradesh.

Taken over on(Date).....(Time) from the Lessee Through

Sh./Smt./M/s in the presence of authorized representative of Lessor.

Lessee hereby acknowledge that there is no due pending with the lessor of his/her representatives and acknowledges that the Lessee would hence forth have no rights what so ever on the above mentioned premises.

Licensee

Authorized Representative of Lessor