LEASE DEED

**This Lease Deed** is made and executed at \_\_\_\_\_\_\_\_\_\_\_\_, on this \_\_\_ DAY of \_\_\_\_\_\_\_\_, 2019;

**BY AND BETWEEN**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *hereinafter* referred to as **“the LESSOR”** (which expression shall, unless it be repugnant to the context or meaning thereof, include their successor(s) and permitted assigns) of the One Part;

**AND**

**M/s.** ., a Company incorporated under The Companies Act, 1956, having its Registered Office 1 , and represented through its Authorized Signatory, Shri **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, who has been duly authorized to sign and execute the present Lease Deed vide Resolution dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, passed by it’s Board of Directors, *hereinafter* referred to as **“the LESSEE”** (which expression shall, unless it be repugnant to the context or meaning thereof, include the successor or successors and permitted assigns) of the Other Part.

**WHEREAS** the LESSOR has represented to the LESSEE that they are the owner and in possession of entire premises/property situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ admeasuring approx. \_\_\_ carpet area on the \_\_\_\_ Floor; and having frontage of \_\_ feet and are having acquired the same vide Sale Deed/ Document dated \_\_\_\_\_\_\_\_\_\_.

**AND WHEREAS** the LESSEE has represented to the LESSOR that it is the owner of the brand **“(COMPANY NAME)**” and are dealing in manufacturing, sales and supply of Apparel, Accessories & Footwear etc., under their aforesaid brand name, which is the property of the LESSEE;

**AND WHEREAS** the LESSOR has represented to the LESSEE that they being the absolute and exclusive owner of the entire premises/property situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ admeasuring approx. \_\_\_\_ sq. feet on the \_\_\_\_\_\_\_\_\_ Floor; and having frontage of \_\_\_ sq. feet and are well and sufficiently entitled to lease out the aforesaid premises, as shown and delineated in red colour in the Site Plan attached herewith as **Annexure - A**, and hereinafter referred to as **“the Demised Premises”.** The LESSOR further undertake that the Demised Premises is a commercial premises and there is no legal impediment to use the Demised Premises by the Lessee for commercial/Showroom purposes from any government authorities or any other authority as the case may be. It is agreed between the parties that joint measurement of the Demised Premises shall be taken by the representative of both the parties and all the payables including the rental by the Lessee shall be as per the actual area finalized after the Joint Measurement. However, the monthly rent shall not exceed Rs. \_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only).

**AND WHEREAS** the LESSOR has agreed to let out the Demised Premises to the LESSEE for carrying on the business of Apparel, Accessories & Footwear Retail Store under the brand name of **“(COMPANY NAME)”** or for any other product under any other brand owned/ distributed or which may be owned/ distributed/ marketed/ Licensed/ Tie-ups by M/s. Co. Pvt. Ltd. (hereinafter referred to as a **“THE SAID BUSINESS”**) and the LESSEE has agreed to take the said premises from the LESSOR, on lease for carrying on the said business for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_ years on the terms and conditions mentioned here in below ;

**NOW, THEREFORE, THIS LEASE DEED IS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS HEREUNDER:**

1. **TERMS OF THE LEASE:**

* 1. In consideration of the monthly rent hereinafter reserved and the other covenants contained, the LESSOR hereby agrees to grant to the LESSEE, a lease in respect to the Demised Premises, TOGETHER WITH all rights, easement appurtenances, interest and benefits and with the rights to use the entrance, common passage and open areas etc. and the Common Facilities and Amenities attached thereto for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **years,** commencing from the date, after the expiry of \_\_\_\_\_\_\_\_\_\_ days of rent free fit out period from the date of handing over the possession of the Demised Premises **(**hereinafter referred to as **“the Commencement Date”)**. It is further agreed between the parties that the obligation of the LESSEE for the payment of monthly rent to the LESSOR shall commence only from the Commencement date i.e. after expiry of \_\_ days of rent free period i.e. \_\_ day of the possession of the Demised Premises. The LESSEE shall not be liable to pay any rent for the fit-out period. It is further agreed that at the time of actual date of possession, a formal possession letter shall be signed between the parties.
  2. That it has been mutually agreed between the parties that the LESSEE shall pay to the LESSOR from the expiry of rent free period of \_\_\_ days from the date of possession, the total monthly rent in respect of the Demised Premises shall be **Rs. \_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) per month @ Rs.\_\_\_\_\_\_\_per sqft subject to deductions of TDS etc as per Income Tax Law.** The Lessee shall be liable to pay theGST (as and when applicable). The rent shall be enhanced/increase by \_\_\_ on the last monthly rent paid, after every \_\_\_ years. The monthly rent shall be paid to LESSOR by the Lessee after deduction of Tax at Source as per prevailing Income Tax Laws.

The total monthly rent agreed to be paid by the LESSEE to the LESSOR, for the entire period of \_\_\_ Years duration of the said Lease Agreement, is as under:

1. Monthly Rent for the **First term of** Three Years - Rs.\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only).

b) Monthly Rent for the **Second term of** Three Years - Rs. \_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only).

c) Monthly Rent for the **Third term of** Three Years - Rs.\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only).

1.3 That the LESSOR shall provide at the end of each financial year a statement of accounts showing any amount due and payable, if any for the purpose of reconciliations.

1.4 That the Lessee shall be liable to pay GST to the LESSOR only from the date of the LESSOR becomes entitled for the same or from the date of registration with the GST authorities, whichever is later. The Lessor shall raise invoices on the address of the said Demised Premises for claiming the GST.

1.5 That the LESSOR shall not be entitled to terminate this Lease for the entire term of \_\_ (\_\_\_\_\_\_) years unless and until the LESSEE fails to pay the monthly rent for the demised premises for consecutive period of 03 (Three) Months or discharge it’s financial obligations under this agreement subject to clause 12 mentioned hereinafter.

1.6 That the LESSOR shall handover the Demised Premises to the LESSEE in bare shell condition without any debris at the site after completion of all civil work by the LESSOR. The Lessor at their own cost, shall provide the following to the Lessee, as per design/layout, specifications and requirement of the Lessee;

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.7 The LESSOR, at their own costs shall ensure and handle the permissions/ administrative liaisoning with the local authorities in respect to any civil work and will be the responsibility of the LESSOR at its own cost/ permissions/ commercial usage of the Demised Premises and indemnify the Lessee for all losses without raising any question for the entire tenure of Lease Agreement. The LESSOR shall provide to the Lessee CAD drawings of the Demised Premises at the earliest. In case the commercial usage/usage of the Demised Premises is obstructed in any manner whatsoever, the LESSOR shall undertake to indemnify the Lessee as demanded by the Lessee and shall not raise any question on the same.

1.8 The Lessee shall have unlimited access to shafts for any work relating to the installation of telephone, electrical cables, air exhaust, and etc., if required.

**2. RENT, ADVANCE RENT & SECURITY DEPOSIT AND CAM CHARGES:**

2.1 The LESSEE upon receipt of the invoices, shall pay to the LESSOR monthly rent & GST, as applicable, in advance, for that month, on or before the 10th day of each English Calendar month during the term of Lease by the LESSEE, by way of RTGS/NEFT/ “at par” cheques, subject to deduction of applicable taxes at source as is required under the Income Tax law. The LESSEE shall provide the Certificate of such Tax Deduction at Source to the LESSOR, in due course of time as provided in the Income Tax Law.

2.2 That the LESSOR shall issue a receipt to and in favour of the LESSEE for the monthly rent received, within seven days from the date of receipt of rent.

2.3 That the LESSEE shall deposit, a total sum of Rs. \_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) equivalent to \_\_\_\_\_\_\_\_ months rent, as Interest free Refundable Security Deposit, , as mentioned herein below to the LESSOR.

The LESSEE has already paid to LESSOR an amount of Rs.\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only) to Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Lessor vide cheque no. \_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_\_, drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, or vide NEFT/RTGS no.\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ equivalent to \_\_ month rent,as agreed payment of interest free refundable security deposit under the MOU dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the balance amount shall be paid by the Lessee to the LESSOR at the time of handing over the possession of Demised Premises by the LESSOR to the Lessee. The entire Security Deposit shall be free from interest and the said amount of security deposit of **Rs. \_\_\_\_\_\_\_\_\_\_/- (Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Only)** shall be refunded by the LESSOR to the LESSEE simultaneously upon the LESSEE removing itself, its agents, employees, staff and all other person/s in occupation of the said Demised Premises and their respective belongings, chattels, articles and movable/ removable fitting and fixtures, save and except those provided by the LESSOR (if any), without causing any damages to the said premises, except normal wear and tear, and handing over to the LESSOR, the physical, vacant and peaceful possession of the said premises upon the expiry or earlier termination of the Lease and upon the LESSEE clearing all it’s dues, like, GST if applicable, Electricity charges, if any.

2.4 The parties to this agreement hereby agree that in case the LESSOR fails to refund the aforementioned Security Deposit to the LESSEE at the time when the possession of the demised premises is to handed over to the LESSOR, then in such circumstances, the LESSOR shall be liable to pay to the LESSEE, interest @ 18% per annum upon such amount from the date on which the security amount was to be refunded till the date on which the same is refunded to the LESSEE and the LESSEE shall retain the possession of the Demised Premises till such time without payment of any rent/compensation. The LESSOR shall also be entitled to late payment interest @ 18% per annum on delayed payment of rent after 30 days of its due date.

2.5 The Permanent Account Number of the LESSOR and the LESSEE for the purposes of Deduction of Tax at Source are as follows:

**PAN of LESSOR -** \_\_\_\_\_\_\_\_\_\_\_\_\_

**PAN of LESSEE - AAACM1374L**

1. **REFUND OF SECURITY DEPOSIT:**
   1. It is agreed upon by both the parties that subject to the adjustment of License fees during the notice period of termination so long as the present lease subsists, no arrears of rent or any other charges shall be adjustable against the aforementioned Security Deposit.
   2. In case the lease in respect of the Demised Premises is terminated prior to the expiry of the leased period and/or the Demised Premises is vacated by the LESSEE prior to the expiry of the leased period, then in such an event, the LESSOR shall refund to the LESSEE, the said Security Deposit, without any interest, simultaneously at the time of the LESSEE vacating the premises and handing over its vacant and peaceful possession to the LESSOR, subject to deduction of any amount payable by the LESSEE to the LESSOR with regard to the Demised Premises, under this agreement.

4. **ELECTRICITY, WATER, POWER BACK UP, AIR CONDITIONING AND MAINTENANCE CHARGES:**

4.1 The LESSOR shall obtain for the Demised Premises, electricity connection up to \_\_\_ K.W. through a separate 3 phase electricity meter as per the Lessee’s requirement for the exclusive use of the LESSEE to carry on its business from the demised premises. The permanent power should be physically available in the premises on the date of signing this agreement. The LESSOR will bear the charges for procurement of power and security deposit if any. In case the permanent power is not available on the date of signing the Agreement, the rent free period will be extended on pro-rate basis.

4.2 The LESSOR shall provide to the LESSEE, an appropriate legitimate and designated space outside the demised premises for installation of D.G. Set/ Generator of the lessee as per the requirement and specifications of the Lessee, without any extra cost. The LESSOR at their own cost shall provide the space/platform for keeping the D.G set/Generator, as per the specifications and requirement of the Lessee. Further, the Lessee shall have unlimited access to shafts for any work relating to the installation of telephone, electrical cables, air exhaust etc, if required.

4.3 The LESSEE shall pay the electricity charges, as per the bills received from the concerned authority on actual consumption, as may be demanded, towards the exclusive consumption of electricity charges inside the Demised Premises from the date of possession as recorded in the separate electricity meter installed in the “Demised premises”.

4.4 The LESSOR shall provide an appropriate, legitimate and designated space outside (on \_\_\_\_\_\_\_ side of the Premises while facing the building) for installation of the outdoor unit split air conditioners of the Lessee, as per the requirement and specification of the Lessee without any extra cost/charges.

4.5 The LESSEE will have the right to install in the said premises the furniture, Fixtures, A.C.’s, merchandise or keep any goods/ stocks and other equipments owned and brought in by the LESSEE, during the term of this agreement, for its use and/or carrying out the business inside the Demised Premises. The Lessee shall also be entitled to make partitions, cabins, counters, etc. as per its business requirements.

5. **PAYMENT OF STATUTORY LEVIES/ TAXES:**

That all the current and future Government/Municipal taxes, charges, levies, house tax, property tax, water tax etc., in relation to ownership of the Demised Premises, applicable presently and/or which may become applicable in future during the existence of the lease period shall be borne by the LESSOR.

It is understood and clarified by the LESSOR that in case, any conversion charges/ usage /mixed land use/ commercial use/ compounding/ construction or any other charges, if any charges levied by Authorities and/or any other government authorities by whatever name, the same shall be fully payable by the LESSOR only and the LESSOR shall keep the Lessee indemnified from all charges/penalties etc. of whatsoever nature.

That the Lessor shall comply with all the statutory compliances including but not limited to filing of return and payment thereof and any other compliance related to this Agreement. The Lessor further hereby indemnifies to the Lessee against any loss such as GST Credit, interest etc. due to non-compliance or incorrect compliance of any law, rules, guideline, etc. The Lessee shall also have the right at its sole discretion to hold the payment of due and payable GST amount or the difference of tax amount arise due to incorrect/ mismatch/ short deposit of GST amount or incorrect filing of return, until the Lessor makes the payment of the GST or the difference of GST amount or correct the such error, as the case may be, to the statutory authority and the details of the said payment or correction is reflected in the GST portal of the authority.

6. **SUBLETTING AND USE OF PREMISES:**

6.1 Subject to the Municipal Laws and Byelaws, the LESSEE shall use the Demised Premises for carrying on the business of Apparel, Accessories & Footwear Retail Store under the brand name of **“(COMPANY NAME)”** or for any other product under any other brand owned/distributed/marketed/Licensed/Tie-ups or which may be owned/distributed/marketed/Licensed/Tie-ups by Co. Pvt. Ltd.

6.2 That the LESSEE undertakes not to do or cause to be done in or upon the aforesaid Demised Premises any act, matter or thing that is illegal or unauthorized and/or that needs any interference by the local authority.

6.3 The LESSEE shall not sublet, assign or otherwise part with the possession of the Demised Premises in favour of any third party. The LESSEE shall not be entitled to create a third party interest of any nature in whole or part of the Demised Premises. However the LESSEE, during the existence of the present lease, can appoint a Franchisee/ Agent/ Business Manager to run its aforesaid business from the Demised Premises. However, the Lessee alone shall be responsible for all the liabilities under this Lease Deed.

6.4 That it has been agreed between the parties to this agreement that the outlet/Demised Premises shall also remain open on all 365 days of the year including Sundays and Public Holidays as per applicable Laws. The Lessee shall have unlimited access to and use the premises 24 hours a day and 7 days in a week.

7. **REPAIRS, ALTERATIONS AND MAINTENANCE OF PREMISES:**

7.1 The LESSOR shall permit the LESSEE or its authorized representative to carry out the interiors and fit-out in the Demised Premises, required for running it’s the day to day activities in the Demised Premises. The LESSEE shall however be at liberty to make such additions and alterations, which are of temporary nature, to make/install any fittings, air conditioning, screens, partitions, racks, water, electrical and sanitary installations and fittings, light and fans connections subject to and in accordance with the terms of the statutory rules and regulations applicable. The said additions, fittings and fixtures shall be the property of the LESSEE who shall be entitled to remove the same without damaging the demised premises (normal wear and tear acceptable) at the time of vacating and handing over the Demised Premises to the LESSOR.

* 1. The LESSEE shall carry out the day to day maintenance of the Demised Premises and fixtures and fittings installed therein including the painting and polishing inside the Demised Premises at its own costs and expenses during the period of it’s occupation of the Demised Premises. However, all the major repairs, and structural maintenance of the building shall be the responsibility of the LESSOR.
  2. The LESSEE shall deliver back the peaceful possession of the Demised Premises upon expiry of lease or its termination only to the LESSOR. However, notwithstanding the LESSEE’s obligations to carry out any internal repairs and to keep the Demised Premises in good condition as herein provided, whenever the LESSEE ceases to use the Demised Premises and returns back the same to LESSOR, the LESSEE shall at its own costs restore the Demised Premises to its original condition (i.e. the condition prevailing when the LESSEE was put into occupation of the Demised Premises; reasonable wear and tear expected).

8. **INSPECTION OF THE DEMISED PREMISES:**

That the LESSEE shall permit the LESSOR, with or without workmen, to enter into or upon the Demised Premises and to inspect the same, during working/business hours after giving a reasonable notice of 48 hours, for the purpose of examining the state and condition, and if necessary for repairing and to keep the Demised Premises and all the services, drains, pipes, cables and other convenience belonging to or used for the building in good order and condition. All such inspections and repairs shall be carried out in such a manner so as not to disturb the smooth operation of the business of the LESSEE.

9. **TRANSFER OF PROPERTY:**

* 1. The LESSOR shall have the right to assign, sell or transfer the said Demised Premises for their benefits, with obligations under this Agreement, by giving pre-emptive right to the Lessee and after refusal by the Lessee, to any other third party, including any Body-corporate or Association of Persons of their choice, to which LESSEE shall have no objection. It is further agreed between the parties that any such sale, transfer or assignment will not prejudicially affect the rights and obligations of the LESSEE under this Agreement, and the said assignee, transferee or purchaser shall step into the shoes of the LESSOR qua this Agreement. However, in case of any such sale, assignment or transfer, in full or in part, by the LESSOR, the LESSOR shall give prior intimation in writing to the LESSEE about the same.
  2. That any such sale, assignment or transfer shall be expressly subject to the terms and conditions/obligations of this Lease Deed and the present lease will in no way be affected by such transfer. The purchaser, assignee or transferee shall remain bound by the same terms and conditions of this Agreement of Lease.
  3. That in the event of such transfer, the LESSEE shall be deemed to have attorned the purchaser, assignee or transferee as it’s LESSOR and shall pay the rent to such purchaser, assignee or transferee immediately upon the receipt of relevant documentation of such transfer from the LESSOR.
  4. That in the event of such transfer, the LESSOR shall transfer the Interest free Refundable Security Deposit, to the transferee and will get a confirmation to this effect from the concerned transferee indicating the receipt of aforesaid amount as well as its undertaking to comply with terms and conditions of this lease deed. A copy of such confirmation will have to be provided to the LESSEE by the LESSOR.
  5. In case new lease deed or deed of attornment is required to be executed and registered, the cost of stamp duty and registration fees shall be borne by the new Lessor.
  6. That in case the LESSOR mortgaging the Demised Premises and apply loan from any financial institutions and request the lessee for signing some document, the same shall be subject to the same terms and condition of this Lease Deed and without prejudicially affecting the peaceful enjoyment and possession of the Lessee under this Lease Deed or subsequent registered Lease Deed.

10. **PEACEFUL AND VACANT POSSESSION / ENJOYMENT:**

10.1 The LESSOR has represented to the LESSEE that it shall enjoy uninterrupted, quiet, peaceful, physical, vacant and legal possession of the Demised Premises without any interference whatsoever, subject to timely payment of rent.

10.2 The LESSOR hereby confirms that the LESSEE, subject to payment of the agreed rent and compliance of the terms and conditions contained herein, shall be entitled to peaceful possession and quiet enjoyment of the Demised Premises during the period of the lease deed, free from any interference, objections, eviction, claim, interruption and demand whatsoever by the LESSOR.

11. **SIGNAGES:**

The LESSEE shall without any extra cost or charges, be entitled to place/put its brandings/signage’s on the entire front façade of the Demised Premises without any obstructions and hindrance. The LESSOR shall not put or allow putting any other signage/ hoarding/ branding etc., except the signage/ branding of the Lessee, in front, side or on the façade of the Demised Premises/ Building during the entire tenure of the Agreement. The Lessor shall ensure that no Kiosk/ Vendor/ Board/ Signage are put or allow to be put in front of the Demised Premises/Store in any manner whatsoever. The copy of the front Façade of the Lessee is annexed as **Annexure –B.**

12. **TERMINATION:**

12.1 The LESSOR shall not be entitled to terminate this lease during the entire period of \_\_\_ years, as long as LESSEE is in compliance with the terms and conditions of this agreement. It is agreed between the parties to this agreement that in the event of the LESSEE failing and/or neglecting to perform any of its obligations under this agreement with respect to payment of rent for any month or any other charges, as payable and provided for in this agreement and in case the LESSEE fails to pay the monthly rent or any other charges / taxes under this Agreement for a continuous period of 03 (Three) months as per the time prescribed herein, the LESSOR shall have the right to terminate this lease after giving a written demand notice of 30 days to the LESSEE in this connection. If upon the receipt of the Notice, the LESSEE pays the unpaid amounts due along with the late payment charges, thereon within the time stipulated to the LESSOR, then the said Notice shall become redundant and shall have no legal validity.

12.2 It is also agreed between the parties to this agreement, that in case the LESSEE commit any breach or defaults any terms and/or conditions of this agreement, save and except as provided in clause no. 12.1 hereinabove, then in such circumstance, the LESSOR shall be at liberty to issue a written Notice to the LESSEE to remedy the said breach or to comply with the provisions of this agreement within 3 (Three) months from the date of receipt of the Notice. Incase, the LESSEE, even upon the receipt of the Notice, does not remedy the breach or fails to comply with the terms of this agreement, then this agreement shall be terminated upon the expiry of the said 03 (Three) months period. However, if upon the receipt of the Notice, the LESSEE rectifies the breach within the time stipulated to the LESSOR, then the said Notice shall become redundant and shall have no legal validity.

12.3 That the Lessee shall be entitled to terminate the Lease by giving \_\_ (\_\_\_\_\_\_\_\_\_) months notice in writing to the LESSOR without assigning any reasons. The Lessee, at its sole discretion shall be entitled to adjust the payable rent during the notice period of termination with the Interest Free Refundable Security Deposit.

13. **FORCE MAJURE:**

If in event the Demised Premises is destroyed and/or damaged, either wholly or partially, by any Force Majeure event, beyond the control of the LESSEE and/or which is not due to any act/ omission/ negligence on the part of the LESSEE, like fire, riots, flood, earthquake, storm, terrorist activities, war or by any Act of God, whereby the LESSEE is prevented from using the Demised Premises or any part thereof, then in such circumstances, the LESSOR shall endeavor to restore the Demised Premises to as good condition as it was at the time of execution of this Agreement at it’s own cost and expenses, within a period of 30 days and during such period of restoration, the LESSEE shall not be liable to pay the rent of the Demised Premises to the LESSOR. After the completion of the restoration of the Demised Premises, the Lessor shall handover the possession of the Demised Premises and the Lessor shall provide 30 (Thirty) days Rent free fit out period to the Lessee for conducting its fit out work. The rent of the Demised Premises shall commence after the expiry of 30 (Thirty) days of possession. It is further agreed between the parties that if the LESSOR is not able to restore the Demised Premises within the said 30 days as aforesaid, then in such circumstances, the LESSEE shall have the sole discretion to terminate this Agreement after giving a 15 days written notice to the LESSOR and the LESSOR shall refund the amount of the Security Deposit to the LESSEE, as provided hereinabove.

14. **INDEMNIFICATION:**

The parties hereto agree  and undertake to indemnify that each of the party shall be solely exclusively and absolutely liable responsible and  answerable for all acts deeds matters things omissions commissions defaults or otherwise that may be committed  by such party and/or  its officers servants and agents  in respect of: (a)  the Premises (b)  the due and full compliance/adherence of local laws rules regulations, etc. and (c) the due and full compliance/adherence of their respective obligations under this  Agreement. It is clarified that the other/non defaulting party will not be liable responsible answerable in that behalf.

15. **INSURANCE:**

That all the day to day expenses for carrying on the business of Apparel, Accessories & Footwear Retail Store under the brand name of **“(COMPANY NAME)”** or their any other product/brand owned or which may be owned by M/s. . Co. Pvt. Ltd., including insurance premium to cover the stocks, goods, fitting, fixtures, furniture and equipment installed by the LESSEE in the Demised Premises shall be borne by the LESSEE. The LESSOR shall be liable for the insurance of the Structure of the Building/Demised Premises comprehensively and shall keep the Lessee harmless and indemnified.

16. **MISCELLANEOUS:**

16.1 If any of the provisions of this agreement or any part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16.2 That this agreement constitutes the sole agreement between the parties and revokes and supersedes all previous discussions / correspondence and agreements made between the parties, if any, concerning the matters covered herein whether written, oral or implied.

16.3 Save as otherwise expressly provided no modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Lease Deed and duly signed by both of the parties hereto.

16.4 That any delay in the enforcement by any party or indulgence shown by any party in enforcement of terms of this Lease Deed shall not be considered as waiver of any breach or non-compliance of terms and conditions of this Lease Deed. Such indulgence shown by any party shall not prejudice the rights of such party conferred by virtue of this Lease Deed.

16.5 That both the parties hereby agree that the management of the Demised Premises will only be of the LESSEE or its authorized person/agent and the LESSEE will be solely responsible for any mis-happening or accident which may occur on account of any mis-management and on of any willful act or omission on the part of the LESSEE or it’s agent, employees or servants.

16.6 If for any reasons, the LESSEE has to shut down its operations from the said Demised Premises under any order of Court or Municipal Corporation or other authorities due to any non-compliance of any requisite laws/bye-laws/regulations by the LESSOR, the LESSEE shall not be liable to pay the rent to the LESSOR for the period the Demised Premises are not in operation for any such reasons. The parties to this agreement hereby recognize and agree that nothing contained in this Lease Deed shall be construed to constitute a transfer of title of property in the Demised Premises in favour of the LESSEE.

17. **REGISTRATION:**

The stamp Duty and registration charges involved in the registration of this Agreement of Lease shall be borne by the LESSOR and the LESSEE In the ratio of 50:50 on cost sharing basis. The LESSEE shall retain the original registered Lease Deed and a duplicate certified copy thereof shall be provided to the LESSOR. The Lessor shall make endeavors to get the Lease Deed Registered at the earliest possible before expiry of the fit out period.

18. **JURISDICTION:**

That in case of any dispute arising in respect this Lease Deed or any clause thereof, the Courts having the jurisdiction over the Demised Premises at \_\_\_\_\_\_\_\_\_ shall have jurisdiction to entertain and decide the Disputes.

19. **SERVICE OF NOTICE/COMMUNICATION:**

Any notice/communication required to be served upon either of the Party to the present agreement shall be served upon it, by way of Registered speed/ A/D post. The addresses upon which the notice(s) are required to be served are as under;

**LESSOR – \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**LESSEE –** **M/s. Pvt. Ltd.,**

Corporate office: 76, Udyog Vihar, Phase 1, Gurgaon, Haryana -122 016.

Any communication/ notice/ letter(s)/ document(s) sent by one party to the other shall be in English and delivered at the address stated herein above or at such other address notified in writing to the other party. The communication/notices etc. sent by registered mail, courier, personal delivery and when sent by fax, it must be backed with Registered A/D communication/courier receipt for valid service. Any change in the address shall be duly notified in writing to the other party within 7 days of such change

**IN WITNESS WHEREOF**, the parties aforementioned have put their signatures, unto this Lease Deed in token of acceptance of the terms and conditions thereof on the day, month and year first above written in the presence of the following witnesses:

**For Co. PvLtd.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Authorized Signatory/Director**

**(Lessor) (Lessee)**

**WITNESSES:**

1. **Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

1. **Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**