



श. A 44301

247/2013

**LEASE DEED**

(for Ten Years)

36

*Average annual rent*

Rs. 12,58,620.00

*Duration of lease*

10 years

*Stamp duty paid*

Rs. 1,00,700.00

*Stamp sheets*

13

Shri Shailendra Chaudhary son of Shri Naubat Singh Teotia (2) Smt. Priti Chaudhary wife of Shri Shailendra Chaudhary both residents of 148/88, New Road, Dehradun, Lessor No. 2 Smt. Priti Chaudhary through her attorney Lessor No. 1 Shri Shailendra Chaudhary (hereinafter referred to as "THE LESSOR") which expression shall where the context admits included them and their heir, executors, administrators, representative successors and assigns of the one party.

PAN : ADBPC 0885 H

AND

STATE BANK OF INDIA, constituted under the State Bank of India Act, 1955, having its Branch at Dalanwala, Dehradun through its Authorized Signatory Shri Uday Singh Bhandari son of Shri Bhagat Singh Bhandari c/o State Bank of India, Dalanwala, Dehradun (hereinafter referred to as "THE BANK") which expression where the context so admits shall include its successors and assigns of the other part.

PAN : AEJPB 3866 L

DL No. UA-0719910078856.

*Shailendra Chaudhary*

*Bhandari*



भारतीय गैर न्यायिक INDIA NON JUDICIAL

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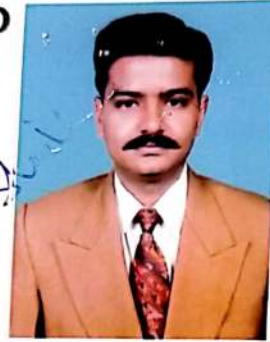
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TEN THOUSAND RUPEES

खण्ड UTTARAKHAND



A 141356

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**LEASE DEED**

(for Ten Years)

100/11/2013  
JAN 2013

This INDENTURE made the 11<sup>th</sup> day of January, 2013 Between (1) Shri Shailendra Chaudhary son of Shri Naubat Singh Teotia (2) Smt. Priti Chaudhary wife of Shri Shailendra Chaudhary both residents of 148/88, New Road, Dehradun, Lessor No. 2 Smt. Priti Chaudhary through her attorney Lessor No. 1 Shri Shailendra Chaudhary (hereinafter referred to as "THE LESSOR") which expression shall where the context admits included them and their heir, executors, administrators, representative successors and assigns of the one party.

*Shailendra Chaudhary*

*Shander*



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AND

STATE BANK OF INDIA, constituted under the State Bank of India Act, 1955, having its Branch at Dalanwala, Dehradun through its Authorized Signatory Shri Uday Singh Bhandari son of Shri Bhagat Singh Bhandari c/o State Bank of India, Dalanwala, Dehradun (hereinafter referred to as 'THE BANK') which expression where the context so admits shall include its successors and assigns of the other part.

2 Whereas the lessor are the owner of premises situated at 148/88, New Road, Dehradun measuring 1907 Sq. ft. at upper Ground Floor (hereinafter referred to as demised premises) and have represented to the lessee that they have power and authority to give the premises on lease, The lessor has offered to the bank the floor area measuring 1907 Sq. Ft. at Upper Ground Floor.

*Shri Uday Singh Bhandari*

*Bhandari*

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TEN THOUSAND RUPEES

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3. TO HAVE AND TO HOLD the demised premises unto the bank for a initial term of 10 years to be computed from the 01st, of December, 2012 After the expiry of first term of 10 years, the lessee shall have option of further 2 terms of five years to renew the lease deed at its sole and exclusive option which shall be binding on the Lessor on the same terms and conditions with an increase in rent by 20% at the expiry of each terms of 5 years subject to execution of a fresh lease deed by the lessor after 10 years. The lease deed registration expenses shall be borne by the lessor and the Bank on 50: 50 basis.

The rent shall be paid to the lessor @ Rs 50 per Sq Ft for floor area of 1907 sq. ft approx. amounting to Rs. 95,350.00 (Rupees Ninety Five Thousand Three Hundred Fifty) per month payable in advance on or before the seventh of each month after deducting the applicable TDS and other taxes, charges etc

*Shashi Chaudhary*

*Hander*





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बचत बँक, देहरादून  
7 JAN 2013  
भारतीय न्यायिक  
बचत बँक, देहरादून

NOW THIS DEED WITNESSETH AS FOLLOWS: -

- I. The lessee Bank hereby covenant with the lesser (s) in the manner following that is to sav: -
- That the Bank will pay or caused to be paid to the Lessors the monthly rent here by reserved at the times hereafter appointed for payment thereof.
  - That the Bank will pay or cause to be paid the electricity consumption charges for the Demised Premises based on the units consumed as recorded in the meter provided with the premises. The electricity charges shall be paid at the end of each month based on the Electricity Consumption Bill.

*Sheilder Chandley*

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जम्मा, देहरादून  
7 JAN 2013

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~~c) That the bank may be required to install a V-set Antenna on the Roof Top of the building. The lessor shall provide the necessary space for the installation of the V-set Antenna. The lessors shall also provide the access to the Bank to the said V-set Antenna at the roof. However, baring this the lessors have the right to use themselves or give the upper floors on rent to anyone else with access from main /side front gate on ground floor.~~

d) That the Bank shall be at liberty to remove at any time all the steel equipment and fittings provided by the Bank such as Strong Room doors, ventilators, exhaust fans, shelving racks, rolling shutters and other steel wooden and electrical structures which may have been brought in, fixed or erected by the Bank in the demised premises during the continuance of the said term or any extension thereof.

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(e) That the Bank shall be at liberty to place sign boards or name boards or signs at conspicuous places of the demised premises and hereby agrees and undertakes to pay all taxes, dues, or duties that may be levied in respect, thereof.

f) That the Bank will at the expiration or earlier determination of the said term or any extension thereof peaceably and quietly yield and deliver up possession of the demised premises to the lessor / lessors in the condition as they now are subject to performance by the Lessor(s) of the covenants, hereinafter contained and subject also to change cause to be demised premises by fair wear and tear and damage by the rain, fire, earthquake, riots, civil commotion, cyclone, tempest, flood, violence of any army or mob or other, irresistible force or act of God but this conditions shall not be construed to render the Bank liable to do any repairs of any kind to the demised premises.

g) In the event of the Bank desiring to vacate the demised premises at any time before the expiry of the aforesaid period of the lease, the Bank shall have the absolute

*Shambhu Chaudhary*

*Shambhu*



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TEN THOUSAND RUPEES

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right to terminate this lease, without assigning any reason whatsoever by giving 3(three) Months prior notice, or rent in lieu thereof to the lessors.

2. The Lessor hereby covenant/covenants with the Bank in manner following:

- a). That the Lessor has good rights, titles and power to grant this lease of the demised premises to the Bank. The Lessors indemnifies the lessee Bank from any loss or damage, which it may suffer or which may be caused to it for taking on lease the demised premises from the Lessors.
- (b) That the Lessor(s) will during the said term or any extension thereof keep the demised premises wind and water tight and will carry out white washing/ distemping of walls once in every \*two/three years and oil painting of doors, windows, grills etc. once every three years of the said term or any extension thereof The Lessors will also

*Shalinder Chaudhary*

*Shalinder*





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carry out thorough repairs to the demised premises whenever required. If the said\* while washing/distempering of walls, oil painting of doors, windows, grills etc, and the necessary repairs are not carried out by the Lessor(s) within a period of thirty days after due notice to that effect has been given by the Bank to the Lessor(s) the Bank shall be entitled and shall be entitled to deduct the expenses so incurred from the rent accruing due and shall also be otherwise entitled to recover the same from the Lessor(s).

c) The Lessor(s) shall provide at his/her/their own cost the required number of light and fan installed at his/her/their cost all the fans and electrical fittings supplied by the Bank.

d) That the Lessor(s) shall provide a direct water tap connection if possible at the demised premises for the exclusive use of the Bank, and shall provide space for generator.

*Shailendra Chaudhary*

*Bhandari*



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- e) That the Lessor(s) shall, in the event of tap water facility not being available, dig a well on the said plot of land and provide electrical\*/hand pump thereon at his/her/their costs and shall ensure continuous water supply to the demised premises.
- f) That the Lessor(s) shall at his/her/their own cost construct one pucca strong room and safe deposit vault as per plan and specifications supplied by the Bank. The doors of the said strong room and safe deposit vault shall however, be supplied by the Bank and they shall be fitted by the Lessor(s) at his/her/their own cost at the proper level and plumb. The construction of the said strong room and safe deposit vault shall be supervised by the Bank/s Engineer\*Architects/PWD Engineer and the supervision charges of Rs.500/- shall be paid by the Lessor(s). It is clearly understood that the said doors of strong room and safe deposit vault and Ventilators shall always remain the property of the Bank and the Bank shall be entitled to remove the same on the expiration of the period or sooner the determination of this lease.

*Sheela Chaudhary*

*Bank*



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g). That the Bank paying the monthly rent hereby reserved and observing and performing the covenant and conditions herein contained and on its part to be observed and performed shall and may peaceably and quietly hold possess and enjoy the demised premises together with the fixtures, fittings and other appurtenances during the said terms without any interruptions or disturbance from or by the Lessor or any other person or persons lawfully claiming any estate, right, title or interest in or to be demised premises or any part thereof.

h). That the Lessor will during the said terms regularly and punctually pay or cause to be paid and discharge all taxes, rent, rates, charges and assessments and outgoing which shall or may be payable in respect of or charges upon the demised premises whether the same shall be imposed or assessed by the MDDA/Municipal Corporation the Government, local authority or otherwise and that in the event of any loss or damage arising to the bank by the non-payment of any of these dues the Lessor will at

*Shakti Chaudhary*

*Bender*



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all times indemnify the Bank from all such loss or damage. Further, if the tax or charges are not paid by the Lessor and any demand is raised on the lessee by any authority, the lessee shall pay the same and recover it from the lessor, either from the monthly rent or otherwise personally with up to date interest, cost expenses etc. as per the bank norms The liability to pay service tax is on the lessor, the Bank will refund the service tax paid by the lessor, subject to conditions that the lessor will provide a monthly bill containing the service tax, registration number of the landlord, serial no., name and address of the landlord.

i). That the Lessor will comply with at his own cost all requirements and regulations of the Municipality, MDDA and/or other appropriate authority concerning the demised premises and will keep the Bank indemnified against any breach or consequence thereof.

*Shri Sunder Choudhary*

*Barakar*





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j). If the Lessor, neglects or fails/neglect or fails to comply with the requirements/regulations of the Municipality and/or the appropriate authority concerning the demised premises, and in consequence thereof if the Bank suffers any loss or damage, the Bank shall have right to deduct such loss or damage from the rent and, if the rent is insufficient, to recover the balance from the Lessor.

k). That it is mutually agreed by the lessor(s) to renew the lease for a further period of two terms of five years each which after the expiry of initial terms of 10 years on the sole and exclusive option to be exercised by the Lessee which shall be binding on the Lessor on the same terms and conditions after the expiry of first terms of ten years) with an enhancement of rent by 20% on the last paid rent after the expiry of each successive term of 5 years each. However, the increase in the rent shall be payable on the execution of fresh lease deed by the lessor, after expiry of 1st term of 10 years, whose expenses, charges etc shall be borne by the lessor & lessee on 50:50 basis.

*Sailesh Choudhary*

*Handwritten signature*





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l). That if the lessor at any time during the period of this Agreement or extended period thereof sells and / or transfers their rights in the Demises Premises as a whole or in part or parts thereof to any one person or more than one person, then in that event the Lessors shall attorney to such transfers/transferees or their nominee(s) on the same terms and conditions as are contained hereinable by exchange of letters with all concerned, in accordance with the terms of Agreement. The same shall also, apply in case of subsequent sale or transfer of rights. No additional liability of any kind will accrue to the lessee on this account. It is also agreed that the New Party will give undertaking to the lessee to the effect that he/she/they will abide by all the terms and conditions of this Agreement.

m) The lesser shall pay all taxes (existing / future) in respect of property / any penalty imposed by MDDA/Municipal Corporation, regarding use of premises by bank. The conversion charges for commercial use of premises to be paid to the concerned

*Shalinder Choudhary*

*Dandi*



authorities shall be regularly borne by the lessor failing which the bank will pay the amount which will be recovered from the rent of the premises or otherwise personally from the lessor. The lessor shall ensure to comply with the conditions stipulated in the NOC etc. as applicable.

n). The lessors shall arrange to provide the separate electric meter of 3 phase 25 KVA connection of electric power load as. per bank's requirement in Bank's name. The require security deposit with electricity department will be paid by the Bank.

3. PROVIDED ALWAYS and it is hereby agreed and declared by and between the parties hereto as follows: -

That in case the demised premises or any part thereof shall at any time during the term hereby created be materially damaged, destroyed or rendered uninhabitable by rain, fire, earthquake, riot, civil commotion cyclone tempest flood violence or any army or other irresistible force or act of God and be not caused by the facts or neglect or default of the BANK so as to render the demise premises or any part thereof substantially unfit for the purpose for which the same' are let, then it shall be lawful for the BANK at its option either to determine the lease or to retain occupation if the BANK so desire. In the event of BANK desiring to continue the lease the rent hereby reserved or a proportion thereof according to the nature and extent of the damage sustained shall be suspended from the time of such destruction or damage unit the said premises are restored to their former state and condition and rendered fit for occupation and use. The rent shall be effect from the date taking over possession of the premises after completion of the civil work to he carried out by the lessor.

*Shriender chandhary*

*Shriender*

4. That the Lease deed is for 10 years. The average annual rent of the property is Rs. 12,58,620.00. The stamp duty of Rs. 1,00,700.00 is being paid on 4 years average annual rent.

a)	Rs. 12,58,620.00 x 4	=	Rs. 50,34,480.00
b)	Rs. 50,35,000.00 x 2%	=	Rs. 1,00,700.00

5. Smt. Priti Chaudhary (Lessor No. 2) appointed Shri Shailendra Chaudhary (Lessor No. 1) as her attorney vide general power of attorney dated 08.02.2010 duly registered in the office of the Sub-Registrar, Dehradun in book no. 4 volume 312 on pages 167 to 174 at serial no. 146 on 16.02.2010. The power of attorney has not been revoked and is still subsisting.

**SCHEDULE OF PROPERTY**

All that upper ground floor portion of property bearing no. <sup>148/</sup>88, New Road, Dehradun having an area of 1907 Sq. ft. or 177.351 Sq. Mts. which is totally covered alongwith open space for Car Parking bounded and butted as under :-

- East : Property of Smt. Jaiswal  
West : Property of Shri Arora  
North : Property of Shri Arora  
South : Parking thereafter Road

IN WITNESS WHEREOF the parties hereto have executed this lease deed the date and month first above written.

*Shailendra Chaudhary*

Lessor no. 1  
For self and as attorney of Lessor No. 2

*Handri*  
Lessee