

La ase Period-

3+3+3+1 = 10 Ten Years

g Monthly Rent-

Rs. 15,000/-only

Enhancement after 3 years

Average Annual rent-

Rs. 2,02,698/- only

Valuation for Stamp-

Rs.  $2,02,698/- \times 4 =$ 

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Rs. 8,10,792/- only i.e. Rs. 8,11,000/- only

Stamp Duty Payable-

Rs. 16,250/- only

g Stamp Duty Payable

Rs. 16,300/- only

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कृते आई डी बी आई कि लिस्ट्रिक ( For IDBI BANK BANK BANK

> साखा प्रयम्पक/Branch Head विभेन्न सुग्रीजा/Dinesh Sukhija अतमसपुर वीगला-249402 ATMALPUR BONGLA-249402



त्तराखण्ड UTTARAKHAND, विर्व

LEASE DEED

This Lease Deed made at Village Atmalpur Bongla this 3<sup>rd</sup> day of September 2015 by Shri Bhaskar Chauhan S/o Shri Satyadev aged about 38 years residing at Village Atmalpur Bongla, Pargana Jwalapur, Tehsil & District Haridwar, PIN-249402 (Uttarakhand) (PAN NO. BCDPC5794B) (here in after referred to as the Lessor) which expression shall unless it be repugnant to the context or the subject otherwise requires, include his/her/it's their respective legal heir(s), successors, executors(s) and assign(s) of the One part;

AND

IDBI BANK LIMITED, a company incorporated registered under Companies Act, 1956(1 of1956) and a banking within the meaning of Section 5(c) of the Banking Regulation Act, 1949 (10 of 1949) and having its Registered Office at IDBI Tower WTC Complex, Cuffe parade Mumbai-400005 and a Branch Office at Atmalpur Bongla, Haridwar, Uttarakhand (here in after referred to as "the lessee" (which expression shall, unless it be repugnant to the subject meaning or context thereof, be deemed to mean and include its successors and assigns) of the other part, through its Branch Manager Mr. Dinesh Sukhija PAN No. BAGPS2949F:

#### WHEREAS:

[i] The Lessor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the proportionate share of land and part of independent Building situated thereon comprising ground floor\_in the building situated at Village Atmalpur Bongla, Pargana Jwalapur, Tehsil & District Haridwar, PIN-249402 (Uttarakhand)

A TENT WITH

कृते आई डी बी आई बैंक लिमिट्रेड For IDBI BANK LINUTARY श्रावा प्रवच्यक/Branch Head रिपेश सुवीजा/Dinesh Sukhija 049026



C 049027

located at plot of land admeasuring total carpet area of <u>530 square feet i.e. 49.26 square meter</u> or thereabouts (total area of building) and constructed on the plot of land and is also entitled to, inter-alia, open car parking spaces within the compound of the building; (hereinafter collectively referred to as the said premises)

[ii] The Lessee is in immediate need of office accommodation in Atmalpur Bongla for its day to day business operations and has requested the Lessor to grant the use of part of the said premises comprising of **Ground floor** on lease basis together with use of front Car Parking spaces which the Lessor has, agreed to give on the terms and conditions hereinafter;

The Lessor has at the request of the Lessee, agreed to grant the lease in favour Lessee for carrying their business, an area 530 square feet i.e. 49.26 square meter on ground floor in the said premises along with three car parking spaces and space for installation of V-Sat Antenna on top and D.G. Set within the compound of the building and more particularly shown in the plan annexed hereto for a period of 10 years commencing from 01-05-2015 and ending on 30-04-2025 on the terms and corditions here in after contained. The rent of demised premises for the first term of 3 years 04-05-2015 to 30-04-2018 shall be paid @ Rs. 15000/- per month to the Lesser there after second term of third year commencing from 01-05-2018 to 30-04-2021 prent of demised premises shall be paid @ Rs. 16500/- per month to the Lessor, there after third term of third year commencing from 01-05-2021 to 30-04-:024 rent of demised premises shall be paid @ Rs. 18150/- per month to the Lessor thereafter rent of demised premises shall be paid @ Rs. 19965/- for the perbd Q1.05.2024 to 30.04.2025 to the lessor by the lessee. For the purpose of assessment of stamp duty as per article 35 of stamp act the Average annual rent for the period of 10 years comes Rs. 2,02,698.00/-.

WEND STO

कृते आई डी बी आई वैक मार्गिटेडी For IDBI BANK LIMITED NO हारख प्रकार/Branch Head विकेश सुर्पाज/Direch Sukhija

ATMALPUR BONGLA-249402

**प्रद्भ**ीत क्रिक्षित क्रिक्ष क्रिक्ष 152, विक्रम जायस्व<del>ाल</del>

# है। 1 रिक्टिक कर संख्या १ राज है।

निष्टाना रु० : 811,000.00

Lease(Lease Than 30 years)

क्ष्माङ क्षमिक

कारिक कितिक किता भूक 00.0 : 03 ामाउनी

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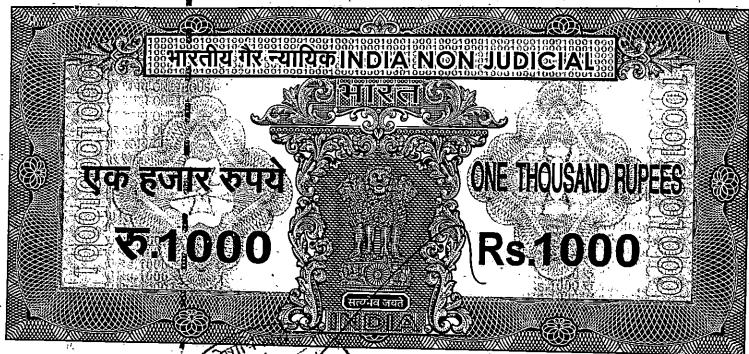
आज दिनांक 03 Sep 2015 समय मध्य 4PM व 5PM को कायिय उपनिबन्धक सुषीजा निवासी आई की आई के जाई के लाखा असमलपुर बोगला, जिला हरिहार ने ाफकी ठ्रहरू ६ फिडी,राइरीड़ की आई कि हो (कार-का) सिनीया सुवीजा (प्रबन्धक) पुत्र की ईसर दास

03-Sep-2015 **দ**চিব্রী,সারুপীর क्षिक्तिक्ष

(#B-BK) कि कि कि कि होएं कि कि कि कि कि

भाष किमित इन्हें मेड कि हुए लाल न्युंस कि एक प्राप्त निकास किम् क्रिकेट /रचड़के माए क्षिकिती इसि जि कि हुए जामकु हमार कि (प्रबन्धक) युत्र की ईसर तास सुखीजा निवासी आई की बाई बेब नि, याखा लेखपत्र का लिजादन द्वितीय पक्ष श्री आई की आई केक लि. द्वारा-श्री दिनेश सुबीजा के नजरन सुविता र 0811,000.00 प्रतिखातुसार पाकर निम्ह किया। इस । प्राञ्चीड किकी क किड़िक , किलीक प्रमुक्त मार किकि के किका है है । इस लेख पत्र का निव्यादन निलेख में लिखित तथ्यों को सुन व समझक्र

03-2eb-5016 हरिद्वार,ब्रिसीय क्षान्त्रभिष्ट



C 049028

[iv] The essor have represented and warranted that the Lessor are absolutely entitled to the said premises and have exclusive use of the aforesaid car parking spaces and that the same are not subject to any charge or other encumbrance and they have full authority to give this Lease;

[v] The Parties are desirous of recording the terms and conditions in that behalf as set out hereinafter.

NOW THIS DEED WITNESSETH AND HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The Lessor doth hereby demise unto the Lessee the said premises being part of the ground floor having carpet area 530 sq. ft. with main road facing/frontage, in the building situated at Village Atmalpur Bongla, Pargana Jwalapur, Tehsil & District Haridwar, PIN-249402 (Uttarakhand) admeasuring 530 sq. ft. carpet area on ground floor or thereabouts demarcated in the drawings annexed as Annexure I hereto and constructed on the plot of land more particularly described in the schedule hereunder written and is also entitled to, inter-alia, a minimum of open car parking ("car parking spaces") within the compound of the building in-the earmarked area as shown in the drawings as per Annexure I (hereinafter for brevity, s sake collectively referred to as "the Lased Premises") on Lease basis at or for the Lease rent and on the terms and conditions contained in this Deed for commercial use including for carrying on the activities of the Lessee as a banking company in the course of their business.

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कृते आई डी बी आई बैंक क्रिकिड For IDBI BANK LIME FOR THE

साबा प्रवस्यक/Branch riead विनेत सुबीजा/Dinesti Sukto हे असमतपुर बीगला-2494ए? ATMALPUR BONGLA-2494ए?

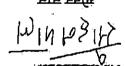
वही संख्या 1 रिजस्ट्रीकरण संख्या 7974 वर्ष 2015













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प्रतिज्ञ एवं साक्षीगण भद्र प्रतीत

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# **Online Public Data Entry Summary**

# \*UKPDE2015075113402\*

UKPDE2015075113402

DISTRICT NAME :हरिद्वार SRO :हरिद्वार

3-Sep-2015

4:33:08PM

Deed/Article Type

:Lease

Sub-Deed/Sub-Article

:Lease(Lease Than 30 years)

Village/Location

:अतमलपुर बोंगला

Area Î

:49.26 वर्ग मीटर

Transaction Value:811,000.00

Market Value: 0.00

Registration Fees: 4,060.00

Stamp Duty :16,300.00

Advance

:0.00

Lease Period::10.00

Avg. Rent

:15,000.00 Construction Value :0.00

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House/Flat

Land Value

:0:00

Page: -

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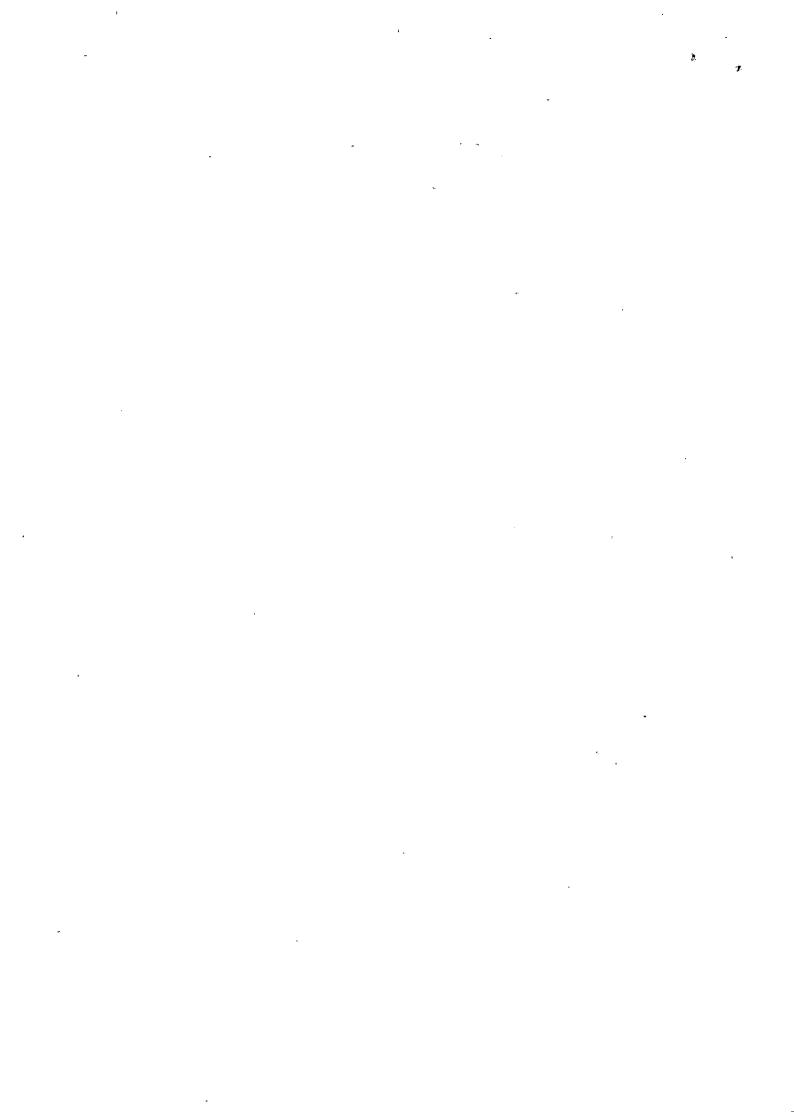
C 049029

- 2. The Lessor have put the Lessee in occupation of the ground floor and car parking spaces of the Lessed premises to the Lessee on or the date hereof on <u>01-05-2015</u> ("the commencement date")
- 3. The period of the Lease hereby granted by the Lessor to the Lessee in respect to the Leased premises shall commence from the commencement date and shall end at the expiry of 10 Years from the commencement date i.e. on the <u>01-05-2015</u> ending on <u>30-04-2025</u> subject to the earlier determination as hereinafter provide.
- 4. The Lessee has simultaneously against the execution of the Deed/or at in earlier date deposited with the Lessor, a sum of Rs. 90,000/- (Rupees Ninety Thousand only) ("Security Deposit") as security for the due observance, performance and compliance by the Lessee of the terms and conditions contained herein. The Security Deposit shall be refundable as provided herein after and shall not carry any interest.
- 5 (i) The lessors agree and confirm that the interior refurbishing/renovation of the Leased premises as per Lessee's requirements including repairs/rectifications/water proofing for leakages/seepages as more particularly set out in Annexure II hereto shall have been done/shall be done for the entire building at the Lessor cost, before handing possession of the Leases premises by the Lessor.
- (ii) The Lessor have constricted /shall construct at their own strong Room cum Locker Room in the Lessed Premises as per the Lessee's layout plan and specification and the Lessor shall obtain all permissions approvals and/or sanctions as may be required in law for the purpose. However, Strong Room and steel plates have been supplied by the Lessee at its cost which the Lessee will be entitles to dismantle and remove anytime during the period of Lease or on termination of Lease.

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कृते आई डी बी आई बैंक किनेट्र For IDBI BANK LIGHTEN (1997) शाखा प्रकार Branch Front दिनेश सुर्वीण/Dinesh (1997)

विनेश सुर्वीपा/Dinesh शतका अतमलपुर बीगला-240 भा ATMALPUR BONGLA:24





C 049030

- 6. The Lesser shall carry out at their own all repairs and rectifications including necessary structural repairs, (excluding, structural repairs necessitated by an act of the Lessee) and painting of the external walls once in 3 three years of the Leased premises if the Lessor fail to carry out maintenance in terms of the provisions of this clause the Lessee is entitled but not bound to carry out the same and deduct the expenses in that connection from the lease rent payable to the Lessor hereunder or be entitled to receive the same separately from the Lessor.
- 7. The Lessee shall have the exclusive right to use the earmarked open/covered car parking areas around the said premises for parking. The Lessor agreed that all doors/gates opening to the earmarked compound will be available for the use of the Lessee and its customers, associates and agencies.
- 8. (i) The Lessee agrees to pay to the Lessor monthly Lease rent or compensation for the use and occupation of the Leased Premises at the rate of Rs. 28.30/- per square feet per month (inclusive of all applicable taxes, society charges, non-occupancy charges and outgoing, etc) of the carpet area of the Leased premises made available by the Lessor and taken possession by the Lessee hereunder.
- (ii) Calculated at the said rate the monthly Lease rent to be paid by the Lessee to the Lessor on the said total area of <u>530 square feet i.e. 49.26 square meter</u> with total monthly rental on Lumpsum basis of Rs.15,000/- (Rupees Fifteen thousand only).
- (iii) The Lease rent payable hereunder every month shall be paid on or before the 10<sup>th</sup> day of the succeeding calendar month.

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कृते आई डी बी आई बैंक जिस्टेड For IDBI BANK LIM

दिनेच सुर्योज्य/Dinesh,Suk\*सन् जतनसपुर चींगला-249402 ATMALPUR BONGLA-249402





C 049031

(iv) In the event the annual Lease rent or compensation reserved is more than 8 Laces and the Lessor is registered with the service tax Authority, the Lessee shall be liable to pay the service tax in addition to the Lease rent or compensation as agreed at 8 (i) above. The payment of such service tax would be by way of reimbursement of the actual Service Tax paid by the Lessor.

- 9. The Lessee agrees that at the end of every Three years from the commencement dates, Lease rent shall stand increased by 10 % over the then existing monthly Lease rent subject to what is stated in clause nos. 17 & 18 hereunder stated.
- 10. The Lessee shall have the sole discretion and option at any time during the period of the Lease to terminate the Lease in respect of the Leased premises as this Deed on giving to the Lessor of not less than 3 (three) months notice in writing (without there being a need to assign any reason whatsoever therefore) and upon such termination the consequences of termination as provided herein shall follow. The Lessor shall not be entitled to claim any amounts towards compensation or loss resulting from terminations of this Deed.
- 11 (i) The Lessor shall provide at their cost <u>8 KW</u> power supply exclusively for the use of the Lessee before handing over possession of the leased premises to the Lessee and shall provide all co-operation to the Lessee in obtaining additional power supply, if required by the Lessee.
- (ii) The Lessee shall be entitled accordingly the Lessor shall arrange a separate electricity meter in the said premises for the exclusive use of the Lessee The Lessor agree that till such time as the electric meter in respect of the Leased premises are

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कृते आई डी बी आई बैंक स्थितिहर For IDBI BANK LIMITE HAD शाबा प्रवणक/Branch Finad विभेग पुर्वाणा/Dinesh Sukhita

असमसपुर बीगला-24940. ATMALPUR BONGLA-249402

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transferred in the name of the Lessee, the Lessor shall forward the electric bills pertaining to the Leased Premises immediately as they are received and in time to 2015 the Lessee for payment and if not so forwarded, pay any fine imposed for nonpayment of the bills in the time and costs, charges and expenses incurred by the Lessee thereof. The Lessee will be liable for payment of electricity charges only as per electricity bills issued by the electric company pertaining to the power being used by the Lessee on the basis of actual consumption.

12. The Lessor shall be responsible for compliance of all the statutory or other requirements of the Government or any local authority in connection with the construction of the Leased premises including its commercial use and for occupation of the same. The Lessor shall be responsible for the amalgamation of the ground and basement/residential units/shop units into one single unit (if so applicable) as well as for converting the usage of the premises from shops/office into bank/for banking activities. The Lessor shall arrange the necessary approvals/clearances in respect of the above from the concerned statutory authorities of their cost and risk. At all times, during the currency of this lease, the Lessor shall indemnify the Lessee from all liabilities/ action arising on account of any legal proceedings/action arising out of any violations/ non - compliance of the building rules/ bye laws prevailing in the Haridwar Nagar Nigam or other constitutional / legal authority and other local authority. In addition to the above in the event of any proceedings initiated by any statutory bodies earlier/subsequent to the execution of this Lease Deed and handing over/ taking over possession of the leased premises, in part or full as herein stated, affecting the peaceful occupation of the leaded premises/interests of the Lessee, Lessee will have the option (i) to vacate and surrender the Leased premises in part/full by serving not less than one month's notice to that effects without being liable to pay penal charges

HILDON

एते आई श्री भी आई धैक स्मिटें For IDBI BANK LIMITED AND SURE BURN BURNING Head श्री प्रधान/Dineah Sukhija



M 605660

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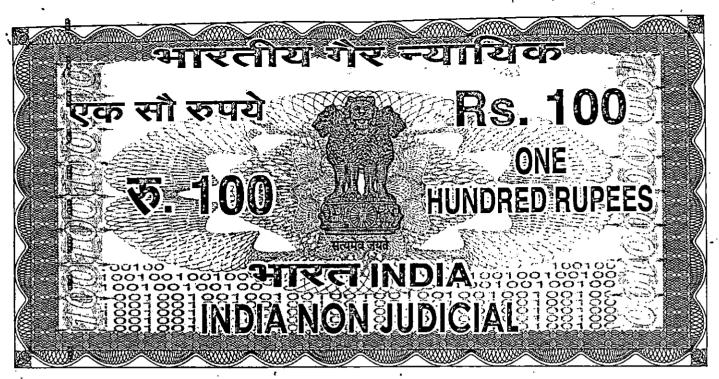
or compensation for such earlier termination. in such event the Security Deposit paid will be adjusted towards the one month's notice period rent/compensation and balance will be refunded simultaneously with the handing over possession? of the leased premises. In this event also provisions under clauses 38 to 33 shall become applicable.

13. The Lessor covenant that there are no proceedings initiated /pending against the leased premises and that is no pending attachment whatsoever issued or initiated the whole or any part of the Leased Premises in any court or Tribunal.

- 14. The Lessor shall make out a clear and marketable title in respect of the said premises to the satisfaction of the Lessee and shall at all times during the currency of the Lease indemnify the Lessee from all liabilities/ actions arising on account of any legal proceeding including third party claims on ownership.
- 15. The Lessor shall indemnify and shall keep indemnified the Lessee from all liabilities/actions arising on account of non compliance of any statutory requirements and/or any legal proceeding including that on account of the Leased premises not being permitted for use as a commercial premises and/or on account of any legal/penal actions arising out of any violations/non compliance of the building rules/bye-laws prevailing in the state of <u>Uttarakhand</u>.
- 16. The Lessor shall ensure regular supply of adequate water inside the Leased Premises for which overhead storage tanks and pumping systems already exists/shall be provided if needed.

WENT WISTA

को आई डी बी आई बैक विशिद्ध For IDBI BANK LINUTER (कार्या प्रकार Branch Mend हिनेस प्रतीकार Dineath Sukhija स्थार प्रतीकार Dineath Sukhija कार्यका स्थाप स्थाप विश्व 2494.02



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17. All municipal rates, cesses and taxes, society maintenance charges, lease/sub-lease charges and outgoing, including that payable presently or in future in respect if the Leased premises shall be paid, borne and discharged by the Lessor. x 2 SEP 2015

18. In the event the Lessor failing to pay any of the amounts, taxes, maintenance charges outgoing etc. as aforesaid, the Lessee shall be entitled (but not bound to) to pay such amounts, taxes, charges outgoing, etc to the Corporation or any other authority, as may be applicable and deduct the same from the Lease rent payable to the Lessor.

19. The Lessor shall permit the Lessee to put up its signboards, hoarding, banners or any other objects or mechanisms of publicity in the Leased premises including one signboard at the main entrance to the building (Road facing) or any other statutory authority in relation to the said signboard, the same shall be borne and paid by the Lessee as and when falls due.

20 (i) The Lessor declare that the Leased premises comply with the requirements for telephone, fax, e-mail, SITA, V-Sat and other communication facilities and that the building and office premises have and shall continue to have an electricity box for providing power supply to ensure normal operations of Lessee.

(ii) The Lessee shall have all the right and the Lessee will be at liberty to install requisite numbers of v-sat/pole antenna/s on top the roof or open terrace (approx space 20' x 20'), if choose to, as per requirements of the Leases at no extra cost for which the Lessor shall render all co-operation and assistance as may be necessary. Lessee shall also be entitled to install DG Set pf requisite capacity in the building/

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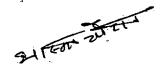
कृते आई ही बी आई बैंक क्रिपेटेड For IDBI BANK LIMETED TO साथा प्रचल्क्ष Branch Mead दिनेक पुजीव्या केल्क्ष Sukhija क्रिक्क पुजीव्या केल्क्ष 249402 open compound, at no extra cost. The Lessee shall not be required to pay any extra lease rent or any cost or compensation for using the space for such installations.

- 21. The Lessee shall have full and free access to the building for occupation and use of the Leased Premises including the roof top/terrace at any time of the day or night.
- 22. The Lessee shall be entitled to add/delete/modify the existing or newly provided furniture and fixtures for improving the utility and operational ease at its own costs, if so needed, in the Leased premises as per the Lessee's requirements.
- 23. The Lessee shall be entitles to carry out any modifications/ repairs/ renovations/ alterations/ modification to the Leased premises including tiling of floor, ducting for central air-conditioning, installation of strong room door, plates, putting up false ceilings, water, gas, electricity and sanitary installations and lights and fans, etc and to be refurnish the interiors of the office premises as required by the lessee. The Lessee shall also be entitled to dismantle and remove all furniture, fixtures, fittings and furnishings as are capable of being dismantled and to install new or other items of furniture, fixtures, fittings and furnishings in place and stead of those dismantled or removed. Permission of any needed from Municipal Corporation or such local authorities.
- 24. The Lessee shall in addition to the said Lease rent, bear and pay all actual electric power bills and telephone and other communication charges in accordance with the bills from time to time received directly by the Lessee. It is clarified that all the amounts payable towards electricity and under this clause will be pertaining only to the period the Lessee continues to be in use and occupation of the Leads premises.
- 25. The Lessee hereby agreed with the Lessor:
- (a) It is agreed by and between the parties that the Lessor shall in legal possession and full charge and control of the Leased premises and this Deed shall be a mere Lease and Lessor shall at no time be deemed to have transferred exclusive possessions of the Leased premises to the Lessee.
- (b) Not to assign, transfer, mortgage, charge, encumber with of without any rights the Leased premises or any part or parts thereof, except for the use of its associates, agents or legal entities set up or promoted by the Lessee;
- (c) To procure that the sub Lessee (allowed in terms of the foregoing) shall be bound by all the terms of these present;
- (d) In the case of this Deed coming to an end by efflux of time or upon its sooner determination the Lessee shall ensure they along with itself the sub-Lessee shall simultaneously hand over vacant that peaceful possession of the part of the Leased Premises which has been sub Leased;

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- (e) That it shall ensure that the sub-Lessee shall not claim any right, title or interest in that part if the Leased premises, which have been sub Leased .
- (f) On the expiry if the Lease or termination or sooner determination of this Deed, to forthwith remove itself and all its furniture and fittings brought in or upon the Leased Premises by the Lessee, to cease using the Leased premises and to hand over quiet vacant and peaceful possession thereof to the Lessor in good and proper state if repairs, reasonable wear and tear expected, simultaneously with the Lessor refunding the security Deposit paid by the Lessee in line with what is stated herein after.
- 26. The Lessor hereby agrees with the Lessee as follows:-
- (i) If the Lessee shall pay the compensation hereby agreed upon and shall observe and perform all the terms and conditions of this Deed and on its part required to be observed and performed, the Lessee shall be entitled to use and occupy the Lessed premises as a Lessee thereof without any interruption, eviction, claim or demand from the Lessor or any person or persons who may claim through or under them.
- (ii) The Lessor hereby agree, undertake all repairs, required by any law or regulation (which are to be carried out by the Lessor) including structural repairs and providing for access and assistance to handicapped persons in the building "Krishna Niwas, Mall Road"
- 27. The Lessor hereby agrees, undertakes and covenants with the Lessee that during the subsistence of the Lease Deed the right of the Lessee herein shall not in any manner adversely or prejudicially affected, avoided or extinguished in the event the Lessor sell or dispose off or mortgage or assigns or create any charges or encumbrance on the Leased premises or any part thereof.
- 28. The Lessee shall be entitled to install and maintain in the Leased Premises, at its cost, AC systems, for air-conditioning of the Leased premises including installations of AC external units on the external wall faces, terrace, sun shade, etc at no extra cost.
- 29. The Lessee acknowledges, declares and represents that:
- [a] The use and occupation by the Lessee shall be restricted only to the leased premises and does not amount to nor is it intended to create to any tenancy or subtenancy rights or any rights, title and interest or easement of any nature whatsoever in of the lessee in, over or upon the leased premises or any part or parts thereof;
- [b] At no point of time irrespective of any change in law will the Lessee claim and/or anyone on behalf of the lessee contend, that is Deed or its use and occupation of the Leased premises amount to or creates any tenancy rights or creates any rights title, interest, easement of any nature whatsoever in favor of the Lessee in over or upon



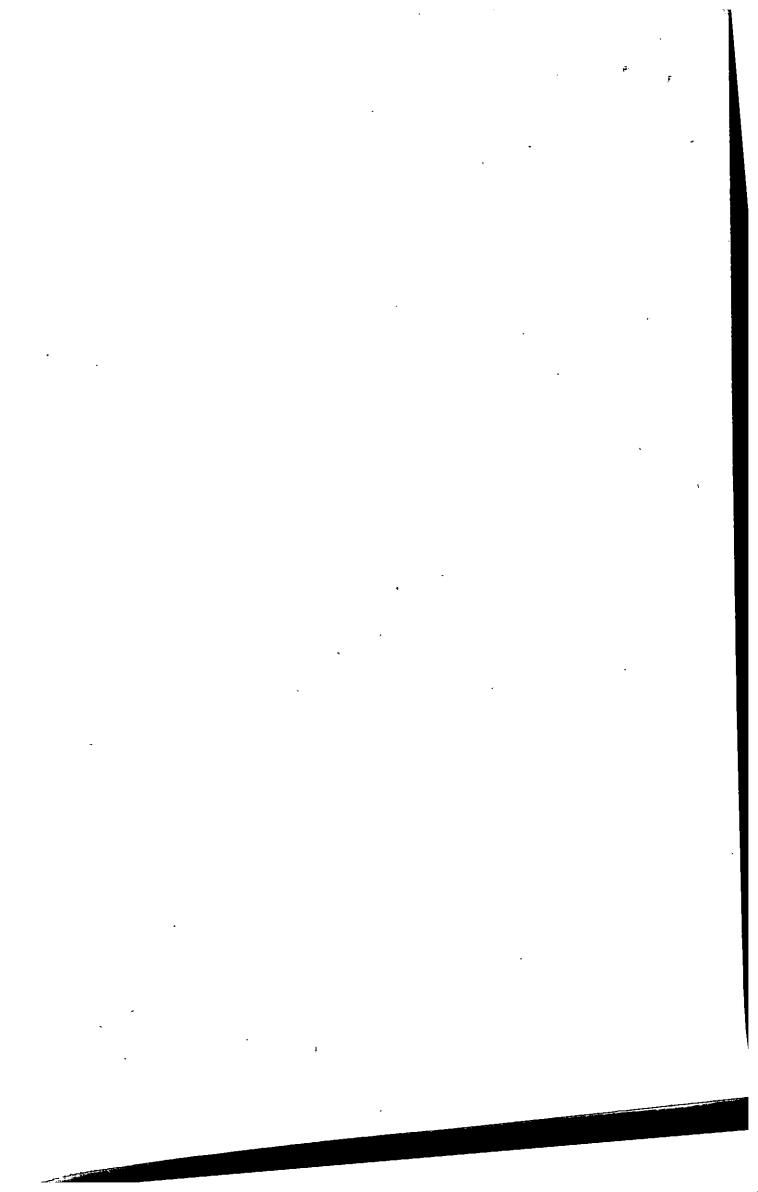


the Leased premises or any part thereof; except in case of the Lessor default hereunder.

- 30. The Lessee shall be entitled at any reasonable point of time to enter the Leased premises for the purpose of inspecting the premises. The Lessor shall be entitled to, after at least 24 hours prior intimation in writing to the Lessee and on mutual consent, enter upon the Leased premises at all reasonable time for the purpose of effecting such repairs as the parties to this Deed may deem fit.
- 31.(i) The Lessee shall be at liberty during the period of lease to bring in or remove their furniture, fixtures, copiers, computer, word processors, fax machines, airconditioners, strong room door and other equipment, including wooden panels, screen and water, electric, telephone, sanitary and other installation, appliances, lights, fans, etc. And such other conveniences as may be reasonably required for the business purpose of the Lessee without causing any damage or harm to the Leased Premises and shall be entitled to remove to the same any time during the Lease period on the expiry or sooner determination of the Lease.
- (ii) The Lessor hereby confirms that the Lessee has furnished the Leaded premises as per its requirements with the Lessor full knowledge and consent and Lessee will be entitled to dismantle and remove the equipments, furniture and fixtures (all items installed by the Lessee at its cost) at its option, during any time of the Lease or on termination.
- 32. The Lessor have informed the Lessee that the Leased Premises have been insured/shall insure (for the market value as determined by a Chartered Architect and acceptable to the Lessee) with the Insurance Company against loss or damage by fire, riot, earthquake, typhoon, civil commotion and other usual risks and the Lessor agree to pay the premium thereof time to time and keep the policy alive. If the Lessor fail to insure the Leased Premises, in the unfortunate event of any calamities happening to the premises, the Lessor will absorb such losses that may happen. The Lessee may however, at its own costs insure its belongings lying in the Leased Premises against all the risks for such amount as it deems fit and proper.
- 33. In the event of the Leased Premises or any part thereof being destroyed and/or damaged and/or affected by any natural calamity, act of God or any other event which can be classified as "force majeure" or are rendered uninhabitable or unfit for the purpose of the Lease, then the Lessee shall at its option be entitled to forthwith terminate this Deed and no Lease rent or compensation shall be payable by the Lessee thereafter irrespective of time of such determination from the commencement date.
- 34. Notwithstanding stated in this Deed it is expressly agreed, declared and confirmed by and between the parties that if at any time during the Lease period, the Leased Premises shall be destroyed or damaged by earthquake, fire, tempest,

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lightning, violence or army or mob or any other means other than the fault of the Lessee so as to become unfit for occupation or use, then the Lease rents hereby reserved or a part and just proportion thereof according to the nature and extent of the damage sustained (to be ascertained mutually) shall be suspended and cease to be payable until the Leased premises shall have been rendered fit for occupation or use. In the alternative, the Lessee shall also be entitled to determine the Lease forthwith, by giving one month's notice to the Lessor, if the Lessor do not restore the Leased Premises in such condition as to be fit for use and occupation within a period of one week from the date they are so rendered unfit.

- 35. The Lessee shall use the said premises fir commercial purpose. It also may use the same to house its canteen, pantry, recreation center, training center or for any other purpose of activity in the course of its business.
- 36. The Lessee shall not keep or store in or upon any part of the Leased premises, any goods of combustible or explosive nature except goods of such nature as are required for office use and permitted by the law nor do or suffer to be done on the Leased Premises anything which shall invalidate or make voidable or increase the premium payable on the policy or policies or insurance for the time being in force in respect of the building in which the Leased premises are situated.
- 37. The Lessee shall obtain, at their own expense, all permissions, certificates, Licenses and the like that may have to be taken obtained for the purpose of carrying on banking related business in the said Leased premises.
- 38. The parties hereto agree that upon completion of the tenure of this Lease Deed by efflux of time or serving of notice for its sooner determination, the Lessee shall not pay the Lease rent (subject TDS as per rules) for the last three months being duration of the notice period/balance period, but shall appropriate the same towards refund of the Security Deposit of Rs. 90000/- paid to the Lessor.
- 39. It is agreed by and between the parties hereto that on this Lease Deed expiring by sooner determination thereof in terms of these presents for any reason whatsoever as provide herein, the Lessor shall refund the unadjusted portion of the security Deposit (subject to adjustment of dues, if any of the Lessee) to the Lessee by way of demand draft/pay order, in the name of the Lessee payable in and drawn on a reputed scheduled bank, simultaneously with the Lessee removing itself and its belongings and employees, representatives and agents from and vacating the Lessed premises and handing over vacant and peaceful possession thereof to the Lessor.
- 40. Till such time as the Lessor do not refund the said Security Deposit with interest as provided in below to the Lessee, the Lessor shall not demand possession of the Leased Premises or call upon the Lessee to vacate the Leased premises or to take any action for that purpose or disturb the occupation, use and possession of the

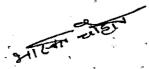
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Lessee and shall continue to perform all the obligations, observe all covenants

- herein.

  41. After the deposit and/or interest have become refundable, the Lessee shall be entitled to continue to use and occupy the Leased Premises without being liable for entitled to continue to use and occupy the Lessor refund to the Lessee the said the payment of Lease rent until such time as the Lessor refund to the Lessee the said Deposit and the Lessor will not have any right to claim Lease rent for such extended occupation.
- 42 (i) In addition, the Lessor shall be liable to pay to the Lessee interest at 24 % per annum on the outstanding security deposit due for payment to the Lessee from the date when the amount becomes refundable till the entire amount with interest is fully refunded.
- (ii) The Lessee shall vacate the Leased Premises on expiry on Lease period or within a period of seven (07) days from the date of refund of the security Deposit by the Lessor whichever is later. In the event the Lessee fails to vacate the premises on Lessor whichever is later. In the expiry of the Lease period, the Lessor shall be receipt of the security deposit after the expiry of the Lease period over stayed by the entitled to pro rata Lease rent or compensation for the period over stayed by the
  - 43. Upon termination of the Lease hereby created or sooner determination thereof, the Lessee shall subject to the Lessor offering to return the security Deposit by pay the Lessee shall subject to the Lessor offering to return the security Deposit by pay the Lessee shall subject to the Lessor offering to return the security Deposit by pay the Lessee shall be interested in the provision hereinabove, forthwith cease to Order/Demand Draft in compliance with the provision hereinabove, forthwith cease to use and occupy and forthwith remove itself, its employees, representatives and use and occupy and forthwith remove itself, its employees, representatives and use and occupy and forthwith remove itself, its employees, representatives and use and occupy and forthwith remove itself, its employees, representatives and use and occupy and forthwith remove itself, its employees, representatives and use and occupy and forthwith remove itself, its employees, representatives and use and occupy and forthwith remove itself, its employees, representatives and use and occupy and forthwith remove itself, its employees, representatives and use and occupy and forthwith remove itself, its employees, representatives and use and occupy and shall hand agents together with its and their furniture, fixtures and belongings and shall hand agents together with its and their furniture, fixtures and belongings and shall hand agents together with its and their furniture, fixtures and belongings and shall hand agents together with its and their furniture, fixtures and belongings and shall hand agents together with its and their furniture, fixtures and belongings and shall hand agents together with its and their furniture, fixtures and belongings and shall hand agents together with its and their furniture, fixtures and belongings and shall hand agents together with its and their furniture, fixtures and belongings and shall hand agents together with the lessee shall be entitled to extension of the Lessee shall be entitled to extension of the lessee
    - 44. On termination of these presents whether by efflux of time or otherwise the Lessor will have the right of first refusal to buy over the furniture, fixtures and equipment owned by the Lessee at the price fixed by the Lessee/mutually agreed price, (which have been installed by the Lessee including the permitted sub Lessee) if any, in the Leased premises.
    - 45. Each party shall from time to time at all times do all acts, deeds, matters and things and sign and execute all papers, deeds, documents and writings as may be reasonably required by the other for more perfectly and effectually carrying out all or any one or more of the terms and conditions recorded in this Deed.
    - 46. Any notice to be served by either of the parties hereunder upon the other shall be deemed to have been sufficiently served if delivered by hand or addressed by Registered Post A.D. such notice shall be deemed to have been received if delivery





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by hand on the date of delivery and if delivered by Registered A.D./speed post within 3 days of posting to the Lessee at its registered office with a copy to its Manager located in the Leased Premises and a copy thereof addressed to Head-Network Expansion, address at IDBI Tower, world Trade Centre, Cuffe Parade, Mumbai 400005, and to the Lessor at their address given in these presents or any other address as may be communicated by the lessors from time to time. In case of failure to intimate change of address, the notice issued/correspondence to the address on record will be presumed to have been served/received.

- 47. The Lease contained herein shall not be determined or affected or in any way prejudiced by any absorption of or by the Lessee or by any amalgamation or merger thereof or therewith but shall ensure and be available for and by the absorbing or amalgamated or merged or new entity.
- 48. All disputes arising out of or in any way connected with these presents shall be subject to the jurisdiction of the courts at state of Uttarakhand.
- 49. This Deed shall be executed in triplicate and the original shall be registered if so needed/statutory under prevailing law with the office of the Sub Registrar of assurance at Haridwar. The original registered lease deed will be sent to Head Office for safe custody. The Lessor and the Branch Manager shall retain one original each for its own record. All the expenses of and in respect of these presents viz. Stamp duty, adjudication charges shall be borne and equally by the Lessee and the Lessor as per prevailing rules and rates. Each party shall bear and pay its own legal costs.

IN WITNESS WHEREOF the Lessor and the Lessee has set and subscribed their hand and seal hereunto on the original and duplicates hereof on the day and years first hereinabove written.

### THE SCHEDULE ABOVE REFFERRED TO:

All that the Leased Premises admeasuring a carpet area of 530 square feet i.e. 49.26 square meter or thereabout on part of ground floor (as detailed in the drawing in Annexure) in the building known as Village Atmalpur Bongla, Pargana Jwalapur, Tehsil & District Haridwar, PIN-249402 (Uttarakhand), together with open land area and car parking around the building as shown in the plan annexed suited on plot of land of village Atmalpur Bongla, Tehsil-Haridwar and bounded as follows:

On towards the EAST : Road NH-58

On towards the WEST : Property of Shri Neelesh & Shri Bhaskar Chauhan.

On towards the NORTH: Property of Shri Raju & others.

On towards the SOUTH: Property of Shri Ajmod.

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## SIGNED AND DELIVERED by the within named

Lessor, Shri Bhaskar Chauhan	(PAN	NO.	BCDPC5794B)
SIGNED AND DELIVERED by the within named	١		
Lessee, IDBI Bank Ltd.	,	)	
by the hand of its authorized official		)	
Mr. Dinesh Sukhija	(PAN No.	BAGPS2	949F)

#### FINGER PRINTS under the section 32 A of the Registration Act 1908

#### Lessor

#### For & on behalf of Lessee

Left Hand	Right Hand	Fingers	Left Hand	Right Hand
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		Index Finger		
		Middle Finger		
		Ring Finger		
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कृते आई डी बी आई बैंक ज़िन्हेंड For IDBI BANK LIMITE इत्या प्रबन्धक/Branch Head विनेब सुद्रीजा/Dinesh Sukhija अतनलपुर पीगला-249402 ATMALPUR BONGLA-249402

Photo Graphs, Thumb Impressions and Signatures of Lessor & lessee is identified by GYAANESHWAR THAKRAL ADVOCATE HARIDWAR

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Signature of Lessor

For & on behalf of Lessee

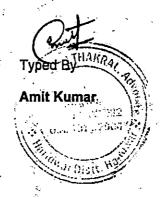
स्गाहन पाल

WITNESS-1 Amit Kumar Slo shry Sher Singh Rlo Vill. kehara Téhai

WITNESS-2 Schan Lal 8/08hou Thoram chand RIO VIII. Sectopus Jualenpy Tehi S DISH HOR Laksas gistt. HORVID-TPU 0705517

VID-52 BO22 8551

Drafted by



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पर आज दिनांक 03 Sep 2015 की रजिस्ट्रीकरण किया गया।

\ गिक्षीक ीक्षीर्स्टीर पिन्द्री,राद्वरीड़,कक्षंब्री-पट टेरे Sep 2015

