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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	:	IN-DL76507242548391U
Certificate Issued Date	:	22-Aug-2022 11:51 AM
Account Reference	:	IMPACC (IV)/ dl874303/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL87430334189180796089U
Purchased by	:	VIDHI BAJORIA AND CHITRA GUPTA
Description of Document	:	Article 35(i) Lease- Rent deed upto 1 year
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	VIDHI BAJORIA AND CHITRA GUPTA
Second Party	:	VINEET NANDA
Stamp Duty Paid By	:	VIDHI BAJORIA AND CHITRA GUPTA
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

This stamp paper is a part & parcel of Rent agreement executed between Chitra Gupta, Vidhi Bajoria & Vineet Nanda dated 22.08.22.

CG & VB Vidhi Vineet Nanda VN

Statutory Alert

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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E- STAMP PAPER NO. IN- DL76507242548391U

LEASE AGREEMENT

This **LEASE AGREEMENT ("Agreement")** is made and executed at New Delhi on this **22nd day of August, 2022 and effective from 01st August 2022.**

BY AND BETWEEN

1. **Mrs. Chitra Gupta,** Wife of Mr. Ashok Gupta R/o 6, Central Drive, DLF Chhatterpur Farms, New Delhi – 110074 (India) having PAN - AAHPG2448K and Aadhaar No. 7644 9720 1390 ("**Lessor Number 1**")

AND

2. **Mrs. Vidhi Bajoria** Wife of Mr. Raghav Bajoria R/o 21-A, South Drive, DLF Chhatterpur Farms, New Delhi – 110 074 (India) having PAN **-** AHWPG7943H and Aadhaar No. 4712 2043 8759 ("**Lessor Number 2**")

(hereinafter **'Lessor Number 1'** and **'Lessor Number 2'** are collectively referred to as '**Lessors'**), which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include, their respective heirs, executors, administrators, legal representatives and assignees etc., of the **FIRST PART;**

AND

Mr. Vineet Nanda Son of Shri Balbir Sain Nanda R/o B-435, Okhla,New Friends Colony, South Delhi- 110025 having PAN – AAJPN9557G and Aadhaar No.5703 1993 6751 (hereinafter referred to as '**Lessee**' which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include, their respective heirs, executors, administrators, legal representatives and assignees etc.) of the **OTHER PART**.

WHEREAS:

1. The Lessors are the absolute and rightful owner of **Apartment Number MG 503A** in Tower **5** situated in **DLF Magnolias, admeasuring 6360 Sq. Ft. (Approx.) along with 3 Covered Car Parking Bay Number PB-5009, 5010 & 5011 situated in DLF 5, Gurugram, Haryana (India) alongwith Fixtures and Fittings as earmarked in Annexure annexed herewith as 'Annexure 1'** (hereinafter referred to as **'the said Premises'**). The LESSORS represents that they have full and unfettered rights to Lessor out said Premises to any Tenant on such terms and conditions as may be deemed fit.

CGR VB

LESSOR(S) Vidhi Vineet Nanda LESSEE

2. The Lessee has approached the Lessors to take on lease basis the said Premises for an agreed period and the Lessors has agreed to Lease out the said Premises to the Lessee on the following terms and conditions laid herewith.

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

1. AGREEMENT TO GRANT PREMISES ON LEASE:

Subject to the terms and conditions contained hereinafter, the LESSORS hereby agrees to grant to the LESSEE and the LESSEE hereby agrees to take on Lease basis Apartment bearing Number MG 503A in Tower 5 admeasuring 6360 Sq. Ft. (Approx.) situated in DLF Magnolias, DLF 5, Gurugram, Haryana (India) comprising of but not limited to 4 Bedrooms, 1 Study Room, 4+1 Bathrooms, Kitchen, Living Room, Dining Room, Servant Room with Bathroom, Balconies and 3 Covered Car Parking Bay Number PB-5009, 5010 & 5011, more specifically earmarked in **Annexure-A ('said Premises')** on the terms and conditions as enumerated in this Agreement.

2. AGREEMENT PERIOD/ TERM AND LOCK IN PERIOD:

a. The LESSORS hereby agrees to demise and grant on LEASE to the LESSEE, the said Premises for a period of **8 (Eight) Months** with effect from **1st August, 2022 ("Lease Commencement Date") till 31st March 2023, both days inclusive ("said Term").** Upon expiry of the aforesaid Term of 8 (Eight) months, the Lessors and Lessee may renew/ extend the Lease term on mutually agreed terms and conditions.

b. That, the initial period of 3 months (i.e 1st August, 2022 to 30th October 2022') will be treated as Lock-In Period and neither of the Parties will have rights to terminate the lease or any of its terms and conditions thereof. The LESSORS and the LESSEE can however terminate this lease by giving a written advance notice of 30 days to the other Party.

3. RENT AND SECURITY DEPOSIT

a. The Lessor No. 2 has consented upon to extend the benefit of Interest Free Refundable Security Deposit and Monthly Base Rent under this Agreement for the said Premises to the Lessor No. 1. The Lessors hereby agree and request the Lessee to pay the entire Monthly Base Rent for the said Premises to the Lessor No. 1 and Lessor No. 2 shall not make any claim in this regard. In pursuance thereof, the Lessee hereby agrees to pay to the Lessor No. 1 a monthly basic rent ("**MBR**") of Rs. 3,30,000/- (Rupees Three Lakh Thiry Thousand Only) less TDS in advance.

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The parties hereby agree that the abovesaid rent shall be paid on or before the 07th day of each English calendar month during the lease term.

b. The Lessee shall be liable to pay all charges for usage of the said Premises like Common Area Maintenance Charges of the Society, Electricity and Water Charges, Community Club Annual Charges and any other consumption based variable charges as and when demanded by the concerned authorities from time to time and shall keep the LESSORS notified and updated regularly by means of payment receipts. That, the LESSEE is responsible and liable to pay for the above-mentioned variable overhead charges only during their stay in the said Premises and validity of this Agreement

c. The Lessee shall undertake at its own cost , the minor day to day repairs, such as replacement of electrical bulbs, fuse, fixing of leakage water taps, minor maintenance of electrical sanitary and other fittings, fixtures and equipments. However,all major repairs such as bursting of sanitary pipes, cracks in wall any seepage, major electrical fault or any damage to the premises over which Lessee has no control, shall be undertaken by the Lessors at their own cost,

d. It is agreed between the Parties that the MBR shall be escalated at a mutual consented rate on the previous MBR after completion of the Lease Term, if lease term shall be renewed/extended.

e. The Parties hereby agree that the LESSEE has paid to the LESSOR No. 1, the below mentioned amounts as "INTEREST FREE REFUNDABLE SECURITY DEPOSIT (IFRSD)" towards due performance of its obligation in this Agreement in the following manner:

(i) An amount of Rs. 9,90,000/- (Rupees Nine Lakhs Ninety Thousand Only) as advance rent;

The Lessor No. 1 hereby admits and acknowledges receipt of the abovesaid IFRSD.

f. That this Agreement is subject to realization of all the above mentioned Cheque/ DD/ Transfer (s) only.

g. That the IFRSD can be adjusted against the rent payable on termination of the Agreement. This amount so after the said adjustment will be refunded at the time when the LESSEE hands over the vacant and peaceful possession of the Premises after clearing all dues of the LESSORS or the dues of all other concerned authorities (including but not limited to maintenance agency, club house and membership, electricity, water etc.) and due verification of the condition of the said Premises.

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h. The Lessee and Lessors undertake to register the Agreement, once lockdown due to Covid 19 is lifted by the Government and situation is back to normal. Cost of such registration will be borne by both the Parties equally.

4. TAXES:

That also, the LESSORS and LESSEE shall levy and/ or deduct applicable Taxes on MBR as per the requirement of the Income Tax Act.

5. PEACEFUL POSSESSION

a. That the LESSEE shall use the Premises for residential accodomation purpose and shall not Sub-Let or Demise the Premises to any other person/ employee / party / company in any way whatsoever. The Lessee and his family and/ or guests will have a peaceful stay and will not cause any discomfort/ nuisance to the other occupants of the Society and shall abide by the rules and regulations of the Society

b. The LESSORS shall ensure that in case any authority or proceedings of the court of law or any third party making any claims against the LESSORS, during the said lease period, such claims do not disturb the peaceful possession of the LESSEE in respect to the said Premises.

6. SALE OR MORTGAGE OF PREMISES:

That the LESSORS agree that in case the demised premises is transferred/ sold by the LESSORS to any prospective buyer or a family transfer takes place during the lease period the terms of this agreement shall be observed by the buyer(s)/ transferee(s)/ new Lessor(s). Consequently, the LESSORS shall handover the IFRSD to the new Lessors or refund back to the LESSEE simultaneously at the time of signing of the transfer/ sale deed and also simultaneously on signing and execution of the new lease deed between the buyer or the transferee or the new Lessors/ Lessorss and the LESSEE on the same terms and conditions as contained in the present lease deed before sub-registrar. Consequently, the LESSEE will pay the rent to the new Lessors and the new Lessors/ LESSORS concerned shall perform all the covenants and the conditions contained hereinabove including that of refund of the security deposit. And from that point of time all the provisions of this lease deed will be automatically and equally applicable upon the new Lessors/ LESSORS. At the same time it will be presumed that after knowing fully the existence of this lease deed and its all terms and conditions and being agreed upon the new Lessors/ Lessors(s) has purchased this demised premises. And henceforth no objection will ever be raised by the new Lessors(s) regarding

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LESSOR(S) Vincent Nando LESSEE

this lease deed or any of its provisions will be entertained by the LESSEE during the remaining lease period or renewed period.

7. TERMINATION AND VACATION:

a. That the Lessee reserve its right to terminate this Agreement and to request for refund of IFRSD from the Lessors and in such event the Lessors hereby agrees to refund the IFRSD to the Lessee within fifteen (15) days of such request subject to the compliance of clause 2 of this agreement and handover of the peaceful possession of the demised premises to the lessors.

b. In event of & if so the lessee choose to, subject to the compliance of clause 2 of this agreement, handover the peaceful possession of the demised premises to the lessors, the Lessors shall simultaneously vacating the premises, refund the IFRSD to the Lessee, failing which the Lessors hereby agreed to refund the same alongwith interest @15% p.a. and in the meantime the Lessee may keep the premises under its possession till the IFRSD is refunded to the Lessee along with interest @ 15 % p.a. The Lessee shall not be liable to pay MBR and other charges to Lessors during such period.

8. CONSEQUENCES OF DEFAULT:

a. That, the LESSEE hereby agrees to pay the Monthly Basic Rent each month on time without any delay or default, and that, if there are defaults on any 3 (three) consecutive occasions in making payments of the monthly rent by the LESSEE then the LESSORS would have the right to revoke the Lease hereby granted at its absolute discretion and without subjecting itself to any liability on that account and without giving any prior notice to the LESSEE and that the LESSORS can disallow the usage of the Leased Premises by the LESSEE. That subject to the sole dicretion of the Lessor, the Lessor may agree to renew the lease subject to payments of due MBR alongwith liquidated damage costs of Rs. 10,000/- (Rupees Ten Thousand Only) per day from the date of default till the date of actual payment

b. That if the LESSEE for any reason whatsoever vacates the said Premises before the expiration of the Lock-in Period without the consent of the LESSORS, then the LESSEE shall be entitled to pay the MBR for the remaining period of such said Lock-in Period to the LESSORS.

9. JURISDICTION:

The LESSEE and the LESSORS hereby confirm that this Agreement is executed at Gurugram and that the said Premises is also situated in

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LESSOR(S) LESSEE

Gurugram. Therefore, any dispute arising out of this Agreement will be subject to the jurisdiction of Gurugram Courts and in English Language only.

10. FORCE MAJEURE

That if the LESSEE is unable to perform any of its obligations hereunder and is prevented, restricted or interfered by any reason of war, civil disturbances, fire, natural calamities or any regulation or law of any government, or whatsoever beyond its reasonable control wherein usage by the LESSEE is disturbed (each such occurrence hereinafter is referred as FORCE MAJEURE) then in such circumstances the LESSEE shall be excused from such performance to the extent of such prevention, restriction or interference. However, it is understood that such Party shall serve promptly a notice to the other Party of such FORCE MAJEURE including description of reasonable efforts to avoid or remove such cause and non-performance.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first hereinabove written

Witness 1:

LESSOR (s)

Mrs. Chitra Gupta Mrs. Vidhi Bajoria

Witness 2:

LESSEE

Mr. Vineet Nanda

Annexure 1

Bedroom 1

1. 2 x Full Modular Wardrobes
2. 1 x Fan, 1 x Tube Light (Big)
3. Curtain Rods
4. 1 x LG A/C

Bathroom 1

1. 1 x under the counter vanity
2. 1 x CFL Light and Holder, 1 x Exhaust Fan
3. 1 x Towel Rod, 1 x Soap Dish Holder, 1 x Tissue Paper Holder
4. 1 x Kenstar Geyser

Bedroom 2

1. 2 x Full Modular Wardrobes
2. 1 x Fan, 1 x Tube Light (Big)
3. Curtain Rods
4. 1 x LG A/C

Bathroom 2

1. 1 x under the counter vanity
2. 1 x CFL Light and Holder, 1 x Exhaust Fan
3. 1 x Towel Rod, 1 x Soap Dish Holder, 1 x Tissue Paper Holder
4. 1 x Kenstar Geyser

Drawing and Dining Room

1. 4 x Tube Lights (Big)
2. 2 x Fans
3. 2 x LG A/C

Kitchen

1. Under the counter Modular Wardrobes
2. 1 x Gas Hob, 1 x Extractor/ Chimney
4. 1 x Wall Fan, 1 x Tube Light (Big)
5. 1 x Kenstar Geyser
6. 2 x Over the counter shelves

Servant Quarter

1. 1 x Tube Light (Small)

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LESSOR(S)

LESSEE