

LEASE DEED

This Lease Deed (the "Lease Deed") is entered at New Delhi on the [XXX] BETWEEN

XXX (LESSOR) XXX (hereinafter referred to as the LESSOR – which expression unless it be repugnant to the context thereof shall mean and include his heirs, executors, administrators, assignees, legal representative and successors) of ONE PART;

AND

XXX a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at XXXXX, INDIA, through XXX, hereinafter referred to as the LESSEE (which expression unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns).

The LESSOR and the LESSEE shall be individually referred to as "Party" and collectively as "Parties", as the case may be.

WHEREAS:

1. The LESSOR is the absolute owner and is in lawful possession of the Property situated at [EXACT ADDRESS OF THE PROPERTY] measuring about ____ sq. ft. Carpet Area at the second floor of the said Lease Premises (hereinafter called the said Leased Premises).

2. The LESSEE after satisfying itself about the area has approached the LESSOR with a request to allow the LESSEE to occupy and use the second floor, measuring approximately ____ sq. ft. Carpet Area along with the furniture and fixtures (hereinafter collectively referred to as fully furnished "Leased Premises") for entertainment and amusement activity, on Lease basis on the terms and conditions mentioned herein below and as per layout plan enclosed with specifications.

3. The LESSOR has agreed to grant the Leased Premises on Lease to the LESSEE on the following terms and conditions. The Leased Premises is shown on the plan hereto annexed as Annexure "A" (with slight 10-15% modifications if desired) and marked by red boundary lines.

AND WHEREAS both the Parties have deemed it necessary to reduce the terms and conditions of this Lease Deed as agreed upon into writing.

NOW, THEREFORE, THIS LEASE DEED WITNESSETH as follows:

The recital hereinabove contained shall constitute an integral part of this Lease Deed.

1. GRANT OF LEASE DEED

1.1. The LESSOR grants lease of the Leased Premises for a term of Thirty Six (36) months commencing from ____, 2012 and expiring on ____, 2015 ("Lease Period"), with an equivalent Lock-In-Period of Thirty Six (36) months commencing and expiring on the same dates as the first term of the Lease Period, for the LESSOR and the LESSEE. During the Lock-In-Period neither Party can terminate this Lease. The LESSEE shall have unlimited and unrestricted access to the Leased Premises 7 (Seven) days a week and 24 (Twenty Four) hours a day. The said Lease shall be extended for another two terms of 3 (Three) years each thereafter, upon receiving a 2 (Two) months written notice from the LESSEE.

1.2. In the event the LESSEE desires to terminate the Lease at the end of the Lock-In-Period, the LESSEE shall do so by issuing a written notice of termination to the LESSOR of at least of 2 (Two) months before its only after the completion of 36 (Thirty Six) months from the date of commencement of the lease. Should the LESSEE not exercise its right to terminate the Lease at the end of the Lock-In-Period, then this lease shall continue to run for 2 (Two) other terms of three years each thereafter on the same terms provided that:

1.2.1. the rent payable shall be escalated by 15% (I wouldn't put this in, makes it confusing) for each successive three year term over the last paid rent of the previous term; and

1.2.2. the LESSEE shall have the right to terminate the lease at any time after giving a 2 (Two) months notice in writing; and

1.2.3. Upon early termination pursuant to the LESSOR agrees that the LESSEE shall not be liable for any balance rent in the then current three year term. Nothing in this clause shall affect any other rights of the Parties hereunder, whether in respect of the Interest Free Refundable Security Deposit (hereinafter referred to as "IFRSD") or otherwise.

1.3. In case the lease term has commenced and if the LESSEE terminates the lease during the Lock-In-Period, for a reason other than the default of the LESSOR, the LESSEE shall be liable to pay to the LESSOR monthly rent for the balance tenor of the Lock-In-Period.

1.4. The LESSOR shall handover the Leased Premises to the LESSEE upon signing of this Lease Deed after setting up the Leased Premises and adding furniture/fixtures before the commencement of the Lease being the 1st February, 2012 as agreed upon by the Parties hereunder.

1.5. In the event the LESSOR fails handing over the Leased Premises on the commencement of the Lease being the ____, 2012, the LESSEE shall have the right to enter the Leased premises as a tenant of the Leased premises on the same commencement date of the Lease, and should deduce from the next rent to pay the balance rent proportional to the number of additional days that the LESSOR will need during the Lease period to set up the Leased Premises as agreed upon by the Parties hereunder and accordingly

1.6. The LESSEE is entitled to use the common areas such as access area, Lift, staircase, walking entrance and other amenities, provided with respect to the Leased Premises at no extra cost

1.7. The LESSEE hereby undertakes that the Leased Premises will be occupied by its employees, its customers and its clients current and present, for entertainment and amusement activity and office purposes only.

1.8. Nothing, contained in this Lease, shall be construed as granting to the LESSEE any tenancy rights with respect to the Leased Premises.

1.9. The LESSEE is entitled to have an exclusive Generator area and Water Tank area within the Leased Premises on the rooftop of the building at no extra cost.

2. LEASE RENT FEE

2.1. Subject to the terms of this Lease, LESSEE shall pay to the LESSOR a monthly Rent Fee of XXXX per square feet of the carpet area which comes to XXX for the use of the Leased Premises as aforesaid (hereinafter referred to as the "Rent"). The LESSEE shall deduct from the Rent payable, an amount equivalent to the tax deductible under the Income Tax Act, 1961 and any modification thereto or any re-enactment thereof, if applicable.

2.2. The LESSEE shall, within 7 days, after execution of this Lease, pay 3 months advance rent amounting to ____ before deduction of TDS as applicable under Government Law. This advance rent would be adjusted towards of payment of Lease Rentals for the 36 months of the first Lease terms mentioned in Article 1.1. The Rent can be credited to the account of the LESSOR through RTGS on due date if so desired by the LESSOR and upon furnishing relevant Bank details to the LESSEE.

2.3. It is expressly clarified, agreed and understood by and between the Parties hereto that time shall always be of the essence with regard to payment of the Rent and all other amounts/charges payable hereunder by the LESSEE to the LESSOR. Without prejudice to the LESSOR's other rights and remedies, including its right to cancel and terminate this Lease as specified hereinafter, if any of the cheque is dishonoured, then all such overdue payments shall attract interest at 12% per annum, from the date/s they fall due till the date of payment thereof. The LESSOR shall also have the right to initiate such legal proceedings for cheque bouncing against the LESSEE, its Directors and/or its employees under the applicable laws.

2.4. In addition to the LESSEE's liability to pay interest as mentioned herein above, the LESSEE shall also be liable to pay and reimburse to the LESSOR, all reasonable costs, charges and expenses whatsoever which are borne, paid and/or incurred by the LESSOR for the purpose of enforcing payment of and recovering the Leased Premises from the LESSEE in accordance with this Lease, as well as any amounts or dues whatsoever payable by the LESSOR under this Lease Deed.

2.5. It is agreed that the first month of the lease period being from the ____, 2012 to the ____, 2012 is free of monthly rent. Therefore the next rent payable by the LESSEE to the LESSOR, taking into account the 2 (one) month advance rent mentioned above in article 2.2, will be payable on the ____, 2012.

The rent commencement date is the 1st of March, 2012. This should be mentioned somewhere.

3. INTEREST FREE REFUNDABLE SECURITY DEPOSIT

3.1. The LESSEE shall pay to the LESSOR by way of interest free refundable security deposit which is equivalent to 6 (Six) months Rent and shall be returned / refunded on expiry of the term of this Lease Deed or early termination of this same Lease, as the case may be.

3.2. The LESSOR shall adjust the interest free refundable security deposit towards any amount/s dues and/or defaulted by the LESSEE payable to the LESSOR, for damages caused to the Leased Premises/furniture and fixtures or otherwise, and/or to any third Party service provider in relation to the amenities availed of in the Leased Premises, in which case/s, the LESSEE shall immediately make good, all such short falls.

3.3. In the event, the LESSOR does not refund the Security Deposit on the expiry of the Lease or on sooner determination of the LESSEE thereof the LESSEE reserves the right to continue to occupy the said Leased Premises without payment of Rent fees until the LESSOR refunds the entire amount of Security deposit of ____ subject to deductions as aforesaid. Refund of the Security Deposit shall be subject to the LESSEE handing over the vacant and peaceful possession of the said Leased Premises to the LESSOR. Likewise, the handing over of the possession of the said Leased Premises to the LESSOR shall be subject to the refund of the Security deposit by the LESSOR.

4. TERMINATION

4.1. Either Party may terminate this Lease even during the Lock-In-Period, if the other Party commits a material breach of its obligations. Provided that, the Party complaining of the breach, shall give written notice of the same to the other Party requesting to remedy the breach and if the other Party fails to remedy the same within 1 (One) month of receipt of the said notice the Lease will stand automatically terminated.

4.2. Only LESSEE may terminate this Agreement by giving 2 (Two) months' prior written notice to the LESSOR after the completion of the initial Three years of Lock-In-Period.

4.3. In case LESSEE terminates the Lease before the expiry of the Lock-In-Period for reasons other than breach committed and not rectified, it shall pay to the LESSOR Rent Fee equal to the unexpired term of the Lock-In-Period.

4.4. The Lease Period may be extended at the sole option of LESSEE for 2 (Two) other terms of 36 (Thirty Six) months with 15% increase in the rentals or as mentioned in Article 1. Further, after the expiry of the initial Lock-In-Period of three years, there shall be an increase in Lease rental to the extent of 15% for the residual lease period.

4.5. On the expiry or sooner determination of this Lease, The LESSEE shall remove all its belongings, chattels, articles and things from the Leased Premises and the Storage Space. In the event of the LESSEE failing to vacate the Leased Premises and the Storage Space and handing over charge thereof to the LESSOR, on the expiry or sooner determination of the Lease, then in that event, without prejudice to the LESSOR's other rights and remedies in law, the LESSOR shall be liable to claim from the LESSEE the Lease Rent plus interest at the rate of 18% per annum for the period beyond such expiry or determination for which the Leased Premises and/or the Storage Space is not handed over to the LESSOR. The LESSEE is aware that on the strength of this undertaking, the LESSOR has agreed to enter into this Lease. Without prejudice to the foregoing, in the event of the LESSEE failing to vacate the Leased Premises and/or the Storage Space on the expiry of the Lease or earlier termination or revocation thereof, the LESSOR shall be entitled to take summary proceedings of eviction and other reliefs against the LESSEE under law.

5. OPERATING EXPENSES, SERVICE AND UTILITIES

5.1. The LESSOR shall provide a separate electrical meter to the LESSEE for the Leased Premises occupied by the LESSEE. This meter shall be installed at the cost of the LESSOR and at the name of the LESSEE.

5.2. LESSEE shall be responsible for payment of electricity charges pertaining to the Leased Premises occupied by the LESSEE as per the tariff applicable on the reading appearing in the sub meter installed by the LESSOR, from time to time whenever the bill is raised upon the LESSEE. The charges for telecommunication services, consumed within the Leased Premises during the Term of the Lease shall also be borne and paid by the LESSEE on actual within 7 (Seven) days from the date mentioned in the bills.

5.3. The LESSEE can put signboards at the Premise's façade of the third floor and at the Premise's gate of the building, however if any permissions are required from any concerned authority for putting up the same, the LESSEE shall obtain all such permissions on its own and submit one copy of such permissions to the LESSOR, for its records.

5.4. The LESSOR shall pay all cess, taxes, charges including non-occupancy charges, assessments, duties, municipal taxes, commercial charges, car parking charges, impositions and outgoings and all increases thereto which are now or during the Lease Period charged, assessed or imposed upon or in relation to the Leased Premises on the due dates and the LESSEE shall not be liable to pay the same. Any future increase of Cess, taxes including Municipal taxes and other charges shall also be borne by the LESSOR.

6. REPAIRS AND MAINTENANCE

6.1. The LESSEE shall keep the Leased Premises, and the furniture and fixtures provided by the LESSOR and every part thereof in good condition and repair and shall, upon the expiration or sooner termination of the Lease, surrender the Leased Premises along with the furniture and fixtures to LESSOR in good condition, ordinary wear and tear excepted.

6.2. LESSEE shall be liable for all minor and day to day repairs and maintenance such as all carpentry and plumbing jobs (fuses, leakage of water taps, etc.) including replacement of electrical items (tubes/bulbs etc.) at its own cost. If any damage is caused to the Leased Premises, or the furniture and fixture or any part thereof by the LESSEE or its employees, servants, clients or agents, the same will be made good by the LESSEE at its own cost, either by rectifying the damage or by paying compensation in lieu thereof as may be determined by the LESSOR's Architect or any such person appointed by the LESSOR to quantify the damage.

6.3. It is agreed that if the Leased Premises and its the fixtures and fittings provided by the LESSOR to the LESSEE become out of order, or may be damaged, or need repair due to default of the Leased Premises, or due to the way the Leased Premises has been built or installed by the LESSOR, or due to the age of the Leased Premises, the LESSOR shall replace at its own costs the Leased Premises with fixtures and fitting which is of reasonable and comparable cost and quality and in good condition and working order. It is clearly understood that the common areas shared with other occupants of the property such as the lift, stair case, and internal pipes/wirings/cables, are considered as part of the Leased Premises and are therefore considered as subject to the said clause 6.3.

6.4. It is agreed that the LESSEE shall take at his own cost the yearly maintenance charges of the lift which cannot be considered as major repairs due to a default of the lift, or due to the way the lift has been installed by the LESSOR. However in the event the two other floors above the ground floor of the property currently vacant at the date of commencement of this Lease Deed are being occupied these charges should be equally divided between the concerned occupants of these same said floors.

7. ALTERATIONS, ADDITIONS, RENOVATION AND INTERIOR DECORATION

7.1. The LESSOR shall provide the Leased Premises along with its furniture and fixtures (the list of the same is hereto annexed as Annexure "A"). The LESSEE, however, shall be free to make such additions like installation of the furniture, solid partitions, electrical devices, air conditioners, room coolers, refrigerators and such other appliances as are required for its entertainment and amusement activity and office purposes at its own costs, and will be entitled to take them away, at the expiry of the Lease Period without damaging the Leased Premises or the furniture and fixtures provided by the LESSOR. Provided that all such refurbishment, decoration etc. is carried out in accordance with law and shall be done in a good and proper workmanlike manner, without causing any damage or loss to the Leased Premises.

7.2. Further, the LESSEE shall not make any structural changes or additions of permanent nature with respect to the Leased Premises. However, LESSEE is hereby permitted to renovate the Leased Premises as may be necessary or required for its purpose. The term "renovates" and/or "renovating" and/or "renovations" shall be limited to, carpentry work, painting work, brick partition walls, and piping/wiring work.

7.3. Upon the expiration or sooner termination of the Term of the Lease, LESSEE shall have its own, but not the obligation, to retain ownership of all improvements made and installed by the LESSEE including the right to remove its right movable furniture and fixtures.

8. ACCESS TO LESSOR

8.1. LESSOR and/or his authorized representatives shall be permitted to enter upon the Leased Premises for purposes of inspection, repair and maintenance in accordance with its obligations under this Lease Deed after giving at least 48 (Forty eight) hours' prior notice/intimation in writing to the LESSEE.

8.2. The LESSEE shall also permit the LESSOR and his agents access to show the Leased Premises to other prospective LESSEES 1 (One) month prior to the expiry of the Lease Period after taking prior approval of one working day from the LESSEE, and as far as these visits do not disturb the professional and business activity of the LESSEE.

9. NUISANCE

9.1. LESSEE shall not use the Leased Premises for any dangerous, noxious, unduly, noisy or offensive trade, business or manufacture or occupation nor for any illegal or immoral act or purpose.

9.2. The LESSEE shall not keep or store in or upon any part or portion of the Leased Premises any merchandise or heavy articles or goods or any goods of combustible or explosive nature, shall not do or suffer to be done on or in the Leased Premises anything whereby or which is of reasonable and comparable cost and quality and in good condition and working order. It is clearly understood that the common areas shared with other occupants of the property such as the lift, stair case, and internal pipes/wirings/cables, are considered as part of the Leased Premises and are therefore considered as subject to the said clause 6.3.

9.3. The LESSEE shall not commit any act as would be a nuisance or annoyance to other occupants of the property in which the Leased Premises is situate or to otherwise prejudice the rights of the LESSOR.

10. QUIET ENJOYMENT

So long as LESSEE pays Monthly Rent Fee and performs all its obligations as required hereunder, LESSEE shall, during the Lease Period, enjoy the Leased Premises without any interruption by LESSOR or any person(s) lawfully claiming under or in trust for it or in any other manner whatsoever. For the purpose hereof, "Person" shall mean any subsidiary, corporation, entity, organization, individual (including personal representatives, executives and heirs of a deceased individual), and trustees of the LESSOR. The LESSOR shall comply with all applicable laws, by laws and binding regulations, and shall always maintain the Leased Premises in conformity with the same and also keep the Leased Premises in tenable repairs and requirements.

11. REPRESENTATIONS, WARRANTIES OF THE PARTIES

11.1. The LESSOR has good and marketable title to the Leased Premises, free and clear of all liens, and claims whatsoever. And there are presently no encroachments onto the Leased Premises, the Leased Premises is free from all encumbrances and further the LESSOR confirms that no claim, liability or litigation is pending from any Statutory authority, forum or court whatsoever against the LESSOR.

11.2. There are no licences, leases, or other agreements permitting, nor has LESSOR entered into course of conduct which would permit, any person or entity to occupy any portion of the Leased Premises.

11.3. LESSOR, other than its responsibility to pay rent and other charges under its tenancy agreement does not have any liability for any taxes, or any interest or penalty in respect thereof, of any nature that may be assessed against LESSEE or become a lien against the Leased Premises.

11.4. The LESSOR shall not be responsible or liable for any theft, loss, damage or destruction of any property of the LESSOR or the Occupants lying in the Leased Premises nor for any bodily injury to any of the Occupants of the Leased Premises from any cause whatsoever.

11.5. LESSEE shall not do or permit anything to be done or about the Leased Premises nor bring or keep anything therein which will:

11.5.1. increase the existing rate, cause the cancellation of or otherwise adversely affect the Leased Premises or any part thereof or its contents;

11.5.2. impair the proper and economic maintenance, operation and repair of the Leased Premises or any portion thereof;

11.5.3. obstruct or interfere with the rights of the LESSEE or occupants of the Building or injure or annoy them or;

11.5.4. cause any nuisance in or about the Leased Premises or the Building. LESSEE shall not use or allow any part of the Leased Premises to be used for any unlawful, illegal, immoral or objectionable purpose. LESSEE shall not dispose any waste within the Leased Premises and shall dispose all waste in accordance with the law/rules/guideline of the relevant municipal corporation.

11.6. LESSEE shall not use the Leased Premises or permit any persons within its control to do anything in or about the Leased Premises, which will in any way violate any by law(s).

11.7. The Parties agree that any payments due under this Lease shall not be adjusted or set off against payments due and payable under some other agreements entered into by the Parties now existing or entered during the Term of this Lease.

11.8. LESSEE agrees to indemnify LESSOR and save, defend and hold LESSOR harmless from and in respect of any and all damages, claims, losses, expenses, costs, obligations and liabilities (including reasonable attorney's fees) resulting from or related to the non-payment of any such taxes.

12. ASSIGNMENT AND SUBLETTING

The Leased Premises is given to the LESSEE on personal basis and the LESSEE shall not voluntarily, involuntarily or by operation of any law/s entitled to transfer the benefit of this Lease to any third Party or will not be entitled to allow anyone else to occupy the Leased Premises or any of its part thereof any part of LESSEE's interest in this Lease or the Leased Premises. It can be done with the prior NOC of the LESSOR with mutual content.

13. INDEMNITY

13.1. Both Parties shall indemnify and hold each other harmless from any and all loss, damage, claim, liability or expense, including court costs and reasonable attorney's fees, which a Party may reasonably incur or sustain by reason of or in connection with any willful misrepresentation made by or on behalf of the other Party, contained in any certificate or other instrument furnished or to be furnished by a Party or at the other Party's request hereunder, any breach of a Party's warranties, or the failure of a Party to fulfil any of its covenants under this Lease. This indemnity shall survive the Term of the Lease Deed and all renewals hereof.

13.2. That during the Term of the Lease the LESSEE shall not carry on any alteration in the electrical fittings and fixtures and shall not do any offending act in relation to the electric meter installed for the LESSEE and keep the LESSOR fully indemnified against all violations or acts of electrical indepline and shall be solely answerable and responsible to the concerned authorities in respect of breach of any terms and conditions of the electrical tariff or the provisions of Electricity Act in force from time to time in Delhi or any other concerned Authority created or to be created by the Statute.

13.3. That the LESSEE is granted permission to use space of the Leased Premises as per Permitted use in accordance with the permission granted by the MCD/DDA/NDMC or any other concerned authority and shall not do any acts or things or deeds which may injuriously affect the interest of the LESSOR vis-à-vis MCD/DDA/NDMC.

13.4. The LESSEE shall indemnify and keep indemnified the LESSOR to the extent of the Rent Fee paid and save harmless the LESSOR against any loss or damage that may be suffered as a result of breach by the LESSEE of any of the provisions herein contained and on its part to be observed or performed or otherwise due to any act or conduct of the LESSEE leading to the breach of the provisions hereof or any other rules or regulations of other concerned authorities as may be in force from time to time in so far and to the extent they are required to be observed and performed by the LESSEE as a LESSEE of the Leased Premises.

14. CHARGE ON PROPERTY

14.1. It is hereby agreed that the LESSEE shall have no objection to the LESSOR raising finance by way of mortgage / charge of the Leased Premises and to sell / assign the Leased Premises or any part thereof, to any third Party (ies) provided such transfer or charge does not affect the tenancy rights created in favour of the LESSEE.

14.2. The LESSEE agrees that this Lease Deed shall automatically stand assigned / transferred / assigned in favour of the transferee as and when the LESSEE is informed / instructed of such transfer by the LESSEE. The LESSEE shall not question or object to such transfer or the manner of such transfer or the documents / agreement of such transfer.

14.3. The LESSOR further confirms that they will transfer the Interest Free Refundable Security Deposit provided by the LESSEE to such transferee(s). The LESSOR hereby warrants that such transferee(s) shall be bound by the terms of this Lease Deed/ or extended lease, as the case may be including those with respect to the Interest Free Refundable Security Deposit.

14.4. In the event of transfer of the Leased Premises or any part thereof by the LESSOR, the new transferee shall furnish and provide a letter undertaking to be bound by the terms of this Lease Deed and the LESSEE shall continue as the LESSEE of the Leased Premises in terms of this Lease Deed. The LESSEE shall pay Rent and other charges payable under this Lease Deed to the transferee as per the instructions of the LESSOR.

14.5. As a conclusion to this article, it is agreed that while the LESSEE is in possession of the Leased Premises, the LESSOR sells, transfers, bequeaths, mortgages or in any manner transfers or alienates his/her ownership of the said Lease Premises, the Lease Deed shall continue to remain in full effect and the LESSOR's possession of the said Lease Premises shall not be disturbed. The LESSOR's successor shall be bound by the terms of this Lease Agreement and shall confirm the same in writing before the Agreement to sell of the Sale Deed or Conveyance Deed is executed by the LESSOR.

15. ARBITRATION

15.1. All disputes, controversies or differences which may arise between the Parties out of or in relation to or in connection with this Lease Deed, the interpretation thereof, or its breach shall be referred to binding arbitration, with the procedural and substantive law of such arbitration governed by the Indian Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be Delhi, India. Each Party will appoint one arbitrator and the arbitrators so appointed shall appoint a third arbitrator, who shall act as the presiding arbitrator.

15.2. Arbitrator(s) fees and arbitration expenses shall be borne equally by the Parties. Costs, including attorney's reasonable fees, shall be paid by the Party against whom the award operates in full or in major part. The language of arbitration shall be English.

16. NOTICES

Any notice or other communication provided for in this Lease Deed, shall be in writing and either delivered personally, or sent by postage prepaid registered mail with acknowledgement due or courier service to the Parties as follows, as elected by the Party giving such notice.

In case of LESSOR:

Attn: _____

Address: _____

In case of LESSEE:

Attn: _____

Address: _____

17. CONFIDENTIALITY

The LESSOR and the LESSEE agrees that they shall safeguard and treat as confidential all technical, commercial, economic, regulatory and business information which may come to their knowledge during the Term of the Lease and they undertake not to use or disclose the same in any manner which may be detrimental to the interests of the other Party, during the validity of the Lease Deed or for time thereafter.

18. FORCE MAJEURE

Notwithstanding anything contained in this Lease Deed, in the event either of the Parties is unable to carry out the terms and conditions set herein due to reasons of Force Majeure including but not limited to any act of God, natural calamity, war, riot, fire, civil commotion or any other reasons beyond their control, either Party may terminate the Lease and shall not be liable to the other for any damage/loss.

19. MISCELLANEOUS

19.1. That the LESSOR shall have no objection if the LESSEE applies to the telecommunication authorities for telecommunication connection at LESSEE's own cost.

19.2. Any non-exercise or non-enforcement of any right hereunder by the LESSOR or the LESSEE shall not be deemed to be a waiver of such a right and the LESSOR or the LESSEE, as the case may be, shall be entitled to exercise and enforce the same on all future occasions.

19.3. The Parties hereto acknowledge, declare and confirm that this Lease Deed represents the entire agreement between them regarding the subject matter hereof and no alterations, additions or modification hereto shall be valid and binding unless the same are reduced in writing and signed by both the Parties.

19.4. If at any time, any provision of this agreement shall become or be held illegal, invalid or unenforceable in any respect under any law, then the legality, validity or enforceability of the remaining provisions shall not in any way be thereby affected or impaired. Any invalid or unenforceable provisions of this Lease shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision.

19.5. The Parties expressly agree that only the Competent Courts of Jurisdiction at New Delhi shall have exclusive jurisdiction in all matters arising hereunder and shall be governed under the Laws of India.

20. COUNTER PART

20.1. This Lease Deed may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

21. STAMP DUTY AND LEASE REGISTRATION

Stamp duty and lease registration charges, if applicable, to be paid on this Lease, and on all further renewals of this Lease, shall be borne at half by the LESSEE and half by the LESSOR.

IN WITNESS WHEREOF, EACH OF THE PARTIES HERETO HAS CAUSED THIS SAID LEASE DEED TO BE EXECUTED BY ITS DULY AUTHORISED OFFICERS OR REPRESENTATIVES AS OF THE DATE FIRST WRITTEN ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES.

For on behalf of LESSOR

For on behalf of LESSEE

WITNESSES

1. _____ 2. _____

ANNEXURE A
PLAN OF LEASED PREMISES