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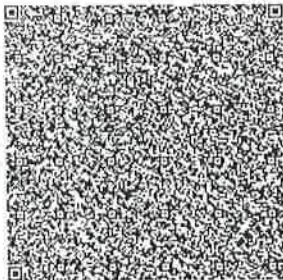


सत्यमेव जयते

INDIA NON JUDICIAL Government of Punjab

e-Stamp

Certificate No. : IN-PB01491200749148N
 Certificate Issued Date : 28-Dec-2015 03:48:PM
 Certificate Issued By : pbhrprtks
 Account Reference : NONACC (BK)/ pbpnbbk02/ ZIRAKPUR/ PB-SN
 Unique Doc. Reference : SUBIN-PBPBPNBBK0202827944944524N
 Purchased by : RAJNEESH
 Description of Document : Article 35 Lease
 Property Description : HOTEL PROPERTY AT PARAS DOWNTOWN SQUARE
 MALL,ZIRAKPUR,MOHALI
 Consideration Price (Rs.) : 1,33,00,000
 (One Crore Thirty Three Lakh only)
 First Party : MS PACL LTD
 Second Party : MS INDIA DATSEC SOLUTION LTD
 Stamp Duty Paid By : MS INDIA DATSEC SOLUTION LTD
 Stamp Duty Amount(Rs.) : 9,48,000
 (Nine Lakh Forty Eight Thousand only)



5445



Please write or type below this line

Rajneesh

PACL Limited

Director

For India Datsec Solutions Limited
 Authorized Signatory



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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shloestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate

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OFFICE Of The Joint Sub-Registrar, Zirakpur.

LEASE AGREEMENT TERM 20 Years

STAMP PAPER

Average rent per year Rs.1,33,00,000/-

Rs.9,48,000/-

e-Stamp Rs.9,48,000/--Certificate No.IN-PB01491200749148N Dated:-28-12-2015

Punjab National Bank, Zirakpur.

This **Deed of Lease** is executed at Zirakpur on this 28th Monday of December, 2015

BETWEEN

M/s PACL Limited, a company duly incorporated and registered under the provision of the Companies act, 1956 and having its Registered office at 3rd Floor, Amber Tower, Sansar Chand Road, Jaipur-302004, and having its Corporate Head Office at; 7th Floor, Gopal Dass Bhawan, 28, Barakhamba Road, New Delhi-10001 represented through its **Director Mr. Gurjant Singh Gill** S/o S. Teja Singh Gill R/o 2117, Phase 7, Mohali. who has been duly authorized vide Resolution dated 02/04/2015 passed by the Board of Directors (copy attached) hereinafter referred to as the "**THE LESSOR**" (which expression shall, unless its be repugnant to the context meaning thereof, mean and include its successors, heirs, assignees, executors, legal representatives and administrations) of the one part of this "**DEED**".

AND

M/S INDIA DATSEC SOLUTION LIMITED having its registered office at B-124, SARVODYA ENCLAVE, NEW DELHI - 110017 represented through its **DIRECTOR Mr. Narinder Nangia** S/o Sh. Hair Krishan Nangia R/o B 124, Sarvodya Enclave, Delhi-17 who has been authorized vide resolution dated 15/04/2015 passed by the Board of Directors, hereinafter referred to as the "**THE LESSEE**" (which expression shall, unless its be repugnant to the context meaning thereof, mean and include its successor, heirs, assignees, executors, legal representatives and administrators) of the other part of this "**DEED**".

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PACL Limited


Director

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WHEREAS the LESSOR named above ar the owners in possession of **HOTEL PROPERTY AT Paras Downtown Square Mall, Zirakpur, Mohali – 140603.**

WHEREAS the LESSEE has approached the Lessor for grant of lease of above said **HOTEL PROPERTY, at Paras Downtown Squire Mall, Zirakpur, Mohali – 140603** hereinafter referred to as the **“THE DEMISED PREMISES”**. More Particularly decribed in Schedule Annexed herewith as **“Annexure-A’**.

The layout plan of **‘demised premises’** more particularly described herein below:

- (i) **Ground floor area 347.352 Sq. Mtrs.**
- (ii) **First Floor: BAR-Area, 243.860 Sq. Mtrs**
- (iii) **Second floor covered area; 2053.593 Sq. Mtrs**
- (iv) **Third Floor covered area; 2053.539 Sq. Mtrs**

WHEREASS the LESSOR represents and warrants that the said demised Premises is equipped with various fixtures and fittings, equipments, plants & machinery, electrical fittings etc more particularly described in the schedule annexed as Annexure – (herein after referred to as **“Furniture, Fittings & equipments.”**

WHEREAS the LESSOR further represents & warrants that the said property is a commercial hotel property and can be used, possessed & enjoyed by the Lessee, for that purpose .

WHEREAS the LESSOR further represents and assures that they are fully entitled to let out the Demised property to any one without any restriction, prohibition and obstructions.

After Expiry of **Twenty Years (20)** this **‘Lease Deed’** of the **‘Demised Premises’** shall stand automatically terminated. However, the LESSOR shall have an option to renew the lease upon mutually agreeable terms and conditions for further period of 10 years by executing a fresh lease deed in writing.

WHEREAS in order to make the demised premises operational as Hotel, the lessee shall have to make huge investment and accordingly it has been mutually agreed and settled that there shall be a locking period of 15 years, in which period the LESSOR shall not be entitled to vacate the demised premises on any ground, except for non-

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payment of rent for 06 consecutive months.

AND WHEREAS the LESSEE is desirous of taking the 'Demised Premises' along with Furniture, fittings and equipments on lease for a period of Twenty years on a monthly rent of **Rs.9,58,333/- (Rupees Nine Lacs Fifty Eight Thousand Three Hundred And Thirty Three only)** and LESSOR has agreed to let out the same on the terms and conditions contained herein;

NOW THEREFORE, THIS LEASE DEED WITNESSTH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. That the period of lease in respect of the **Demised Premises** has been fixed initially for a period of **TWENTY** years commencing from **15.4.2015 to 14.4.2035**. However, the LESSOR shall have an option to renew the lease for further 10 years and so on, upon mutually agreeable terms and conditions but by execution of a fresh lease deed in writing.
2. That the LESSEE shall pay monthly rent of **Rs.9,58,333/- (Rupees Nine Lacs Fifty Eight Thousand Three Hundred And Thirty Three only)** in advance by an account payee cheque/draft on or before the **7th** day of each calendar month.
3. That the LESSEE shall pay **Rs.50,00,000/- (RUPEES FIFTY LAC ONLY)** as interest free security deposit which shall be refunded to the Lessee at the time of handing over of the physical possession of the demised premises.
4. That the LESSEE shall pay a sum of **Rs.9,58,333/- (Rupees Nine Lacs Fifty Eight Thousand Three Hundred And Thirty Three only)** towards one month lease rent in advance.
5. That after the expiry of every three (3) years of lease period there shall be an increase of 5% (FIVE PERCENT) on the last rent paid..
6. That the LESSOR had already handed over vacant physical possession of the said premises to the Lessee w.e.f. **15.4.2015**.
7. That the LESSOR shall be responsible for payment of property tax and common maintenance charges (CAM) of the building or any other taxes/charges levied or to be levied by any statutory authority on such activities. The lessee shall have to

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- pay all other charges/Taxes i.e. electrical charges, water charges.
8. The LESSOR / FIRST PARTY shall have to pay Common Area Maintenance (CAM) charges on monthly basis as and when same is due.
 9. The demised premises is leased out along with inventory and working services inventory including furniture – fixtures, Crockery-Cutlery, House Keeping items and store inventory, more particularly described in "Annexure-B".
 10. The LESSOR/FIRST PARTY has represented that the Information Technology (IT) set up has various equipments as described in "ANNEXURE-C", the demised premises which the LESSEE /SECOND PARTY has inspected and confirmed to be the same in perfect working condition and the LESSOR/FIRST PARTY has agreed for the same as part of the demised premises.
 11. The LESSOR / FIRST PARTY represents that it has got AMC of equipments i.e. Lifts, Chiller, Boiler and EPBAX etc. which the LESSEE / SECOND PARTY may continue till their respective dates of validity and thereafter the LESSEE / SECOND PARTY shall get the same renewed / freshly executed on its own and shall furnish copies of the same to the Lessor for their information and record without fail and shall keep the equipments in working condition .
 12. That it is hereby agreed that in case the LESSEE fails to pay the rent for 6 consecutive months, in that case the LESSOR shall have the right to terminate this Lease Deed with immediate effect and get the demised premises vacated from the LESSEE.
 13. That the said premises has been let out for the use of the LESSEE for the purpose of 'HOTEL' business only in compliance of all such applicable bye-laws of Zirakpur Administration/Municipal Corporation, Zirakpur/Competent Authority, in case the LESSEE undertake any activity which results in the initiation of any penalty etc., the LESSEE alone shall be liable for the same in full.
 14. That the LESSEE shall not carry out any major alterations or construction without the prior written consent of the LESSOR. However, minor day to day renovation or alteration will be carried out by the LESSEE in routine. The LESSEE shall permit the Lessor or his authorized agents to inspect the building at all reasonable times

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with prior notice.

15. That all minor and day today repairs to the building i.e. natural damage to walls, ceilings, bursting of the water pipes, rain water pipes, damages to the electricity cables shall be carried out by the Lessee at their own costs. The Lessee undertakes to handover the premises on the culmination of the tenancy period in good condition to the Lessor. However, in case of any unforeseen event like a major collapse of building or a part thereof, the construction and restoration work will be carried out by the LESSOR.
16. That the LESSOR shall be at liberty to evict the Lessee and to take over the vacant possession of the premises in question in the case of default in the payment of rent as per Clause 12 of this Lease Deed or in the case of violation of any of the conditions of the present lease deed.
17. That LESSOR shall have right to sell, transfer or assign his right, title and interest in the "**Demised Premises**" alongwith "Furniture, fittings & equipments" or to mortgage to any person(s) authority during the subsistence of this Lease deed after giving a notice in advance to the Lessee of such intention of the Lessor and in that case the Lessee shall continue to occupy the demised premises on the same terms and conditions, whereas the subsequent purchaser, transferer, etc. will step into the shoes of the Lessee.
18. That the LESSEE shall strictly abide by the provision of the Capital of Punjab (Development & Regulation), Act 1952 and the rules framed there under from time to time.
19. That the LESSEE can outsource and enter into agreement for various day to day services like laundry, housekeeping, food and beverages, events with various parties/vendors to successfully run the property.
20. That the LESSEE would be entitled to fix advertisement boards/sign boards as permissible under the relevant rules which is in furtherance of the objective for which they have taken in premises in question on lease.
21. That the LESSEE hereby undertake to insure the premises in question as also the fixture and fittings therein at their own cost. A list of all items, furniture, fixtures and

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articles being handed over to the Lessees are more particularly described above in **ANNEXURE-B**. The Lessees agree to handover the said itmes, furniture, fixtures and articles i good working condition at the time of handing over the property back to the Lessor after expiry or early termination of this lease deed.

22. That the SECOND PARTY also agrees that the payment of lease rental will be commencing from the date as mentioned in the lease deed.
23. The Lessee shall not assign or sublet or give on lease and licence or otherwise not part with the possession of the "demised premises" or any part thereof or create any encumbrance without prior written consent of the LESSOR.
24. The LESSEE shall abide by the terms and conditions of this LEASE DEED, Building bye-law and other necessary Rules and laws presently applicable or made applicable at the future date to be "**Demised Premises.**"
25. The LESSEE shall indemnify the LESSOR against any loss or damages caused due to any of their act, omission or commission, during the tenure or after expiry thereof, of this Lease Deed.
26. The LESSEE shall not carry on or allowed to be carried on any illegal or immoral activity in or upon the "**Demised Premises.**"
27. In the event of any dispute between the parties under this "**LEASE DEED**" the same shall be referred to the Court of competent jurisdiction.
28. Any communication concerning this "**Lease Deed**" shall be sent by either party to the other party herein at the address mentioned above. However, any demand or notice to be issued to the parties herein shall be sent by registered post with acknowledgment due to the respective party.
29. The Lessor Doth Hereby covenant with Lessee as Under:-
- a) On the Lessee paying the lease rent stated herein above and performing and observing the several covenants, conditions and agreement herein contained on its part to be performed and observed, shall allow and ~~permit~~ the LESSEE during the term of the lease to quietly hold and enjoy the 'demised premises' hereby granted without any interruption or disturbance from or by any person

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claiming under or in trust from or their predecessor and successor in title or interest during the period of the lease.

b) The LESSOR shall have right to sell, transfer or assign his right, title and interest in the DEMISED Premises or to mortgage to any person(s)/authority during the subsidence of this lease, with encumbrances of the lease on demised premises and if such thing happens then the lessor shall incorporate about this lease in the document(s) which may be executed between the lessor and prospective purchaser(s); and the terms and conditions of this LEASE DEED will be binding upon the prospective buyers(s).

c) That in case LESSEE wants to increase sanctioned electricity load the LESSOR shall have no objection and will sign all the necessary papers in the regard for submission to the electricity department.

30. That any dispute arising out of this lease deed shall be subjected to the exclusive jurisdiction of New Delhi only.

IN WITNESS WHEREOF, both the parties hereto put their hands on this indenture of lease at Zirakpur, on the day, month and year mentioned in the presence of witnesses.

WITNESS NO. 1

Suba Singh Numberdar, Bhabat,
MC Zirakpur.

LESSOR
PACL Limited

Director

M/s **PACL Limited** through its
Director **Mr. Gurjant Singh Gill**

PACL Limited

Director

WITNESS NO. 2

LESSEE

For India Datasec Solutions Limited

M/S INDIA ~~DATASEC~~ SOLUTION
LIMITED through its DIRECTOR **Mr. Narinder Nangia**

Drafted by

K.P. Singh
Advocate
Zirakpur

Date- 28/12/15