DRAFT LEASE DEED – Office premises (LIC as a tenant)

THIS DEED OF LEASE made on this …….. day of …… 20 ….. at ……..…..

Between

……. D/S/o. …….. residing …….. hereinafter referred to as the Lessor (which term shall mean and include wherever the context so requires or admits his/ their heirs, successors, administrators, executors, attorneys and assigns) of the **One part**

And

THE LIFE INSURANCE CORPORATION OF INDIA, a Corporation established under section 3 of the Life Insurance Corporation Act 1956 (Act 31 of 1956) having its Central Office at 'Yogakshema' Jeevan Bima Marg, Mumbai 400021 and Zonal Office at ……. Or Divisional Office at …… (as the case may be) hereinafter referred to as the Lessees (which term shall mean and include wherever the context as admits or requires its successors, administrators, assigns, liquidator and receivers and assigns) of the **Other Part** represented by its Manager and holder of Power of Attorney dated …….. Sri ……, D/S/o……witnesseth as follows ;

WHEREAS, the Lessor/s is/ are the lawful owner/s of the building bearing No……situated at ……

AND WHEREAS, the Ground floor/ First floor/ Second floor measuring about ……sq. ft. (carpet area) in the said building more fully described in the schedule hereto and hereinafter called the 'Said Premises' was/ were vacant and ready for occupation and whereas the Lessee being in need of accommodation for its use and occupation approached and requested the Lessor/s to grant lease in its favour in respect of the 'Said Premises'.

AND WHERAS both the parties now desired to reduce the terms into writing and whereas the Lessor/s agreed to grant lease in favour of the Lessee in respect of the 'Said Premises'. It is now hereby agreed as follows and :

OR

AND WHEREAS, the Lessee is already a tenant under the Lessor/s in respect of the above building fully described in the schedule hereto and hereinafter called the 'Said Premises' paying a monthly rental of Rs. ……. and whereas the Lessor approached and requested the Lessee to pay an enhanced rental of Rs. …… and whereas the Lessee consented to pay the enhanced rental of Rs. ……..

AND WHERAS both the parties now desired to reduce the terms into writing, it is now hereby agreed as follows and :

I. WITNESSETH

1. That the lease, for purposes of payment of rent and period of lease, shall be deemed to have commenced from …….

2. That the Minimum period of lease will be ……. years with …….. years lock-in period and minimum notice period of 4 months from either side for termination of Lease. The Lessee shall however have the option to continue the lease thereafter at mutually agreed escalation in rent for a mutually agreed period.

II. THE LESSOR DOTH HEREBY COVENANT WITH THE LESSEE AS FOLLOWS:

3. That the Lessor agrees to be responsible for the payment of all taxes, rates, cess and other levy including penalties, if any, charged thereon in respect of the `said premises', such as Corporation/

Municipal/ Panchayat Tax, Urban Land Tax, Property Tax, etc., due to the State Government, Central Government or other local or other civic, including enhancements and new introductions and any tax imposed in future The Lessee shall be at liberty to pay the above tax, rate or cess or other levy including penalties, if any, charged thereon in case of default or delay by the Lessor and adjust the amount so paid together, with interest and other incidental expenses from out of rents in respect of the `said premises' becoming due immediately after the said payment or demand reimbursement of all such amounts, costs, expenses, etc., with interest @.....% per annum from the date of such payments until realization by the Lessee.

Service tax (if applicable) will be borne by the Lessee and paid by the Lessor (landlord).

4. The Lessor agrees to discharge all its duties and obligations relating to structural repairs and replacements of worn-out, unserviceable equipments, plants and machinery etc. installed in the building.

5. The Lessor agrees to arrange for repairs and maintenance, white washing/ colour washing/ OBD painting/ painting of doors, windows etc. at his cost once in 4 years. If the Lessor fails to carry out such repairs including periodical whitewashing and painting, the Lessee may call upon the Lessor in writing to do the same within one month from the date of receipt of such request and if the Lessor fails to carry out the same within that time, the Lessee shall be at liberty to get it done and adjust the amount spent or expended or such repairs, etc., (with interest ……..% per annum from the rent payable starting from the month following the month in which such job is done by LIC).

6. Additions and alteration work – During the period of tenancy, if the lessee desires to carry out any addition and alterations works at its own cost as per the requirement of the Department, the Lessor agrees to lessor will permit the same on the existing terms and conditions and obtain any permission if required from the local authority.

7. The Lessor agrees to give permission to LIC for 'Modernization of the premises' if LIC desires to do so. Modernization of premises, means improving the ambience of the premises by installing air conditioners, providing work stations for staff, inbuilt filing system, false ceiling and change of flooring etc.

8. The Lessor agrees that the Lessee shall be at liberty to allow the use of the `said premises' or part thereof to any of its subsidiaries.

9. The Lessor agrees to grant all rights of way, water, air, light and privy and other easements appertaining to the `said premises'.

10. The Lessor agrees to give permission to LIC for erecting network pole/antenna or mast may be on the terrace. Terrace access for installation, repair or preventive maintenance of network pole will be granted by the Lessor. For the purpose, the Lessor agrees to give permission to the Lessee to erect lightweight galvanized steel pole (height as per network feasibility approximately minimum 3 to maximum 9 meters) with associated small cell, BTS equipment or ODU (Out Door Dish) and network cable from pole to Office.

11. The Lessor agree with the Lessee that the latter paying the rent hereby observing and performing the conditions and stipulations herein contained on the Lessee's part to be observed and performed shall peacefully hold and enjoy the said premises during the said terms and any renewal thereof without any interruption or disturbance from or by the Lessor or any person claiming by through or under them.

12. The Lessor agrees not to object to the Lessee in installing the exclusive generator sets for the use of the Office whether such generator sets are owned by the Lessee or taken on hire from a Third Party

for the exclusive use of the Lessee. Further, the Lessor agrees to provide suitable space with proper enclosures for installation of generator set free of cost.

13. The Lessor agrees that he/she has no objection to the Lessee installing V-SAT antenna in the said premises at any time without additional rent (free of cost) to the Lessor.

14. The Lessor agrees to ensure that sufficient Electrical/ Power load sanctioned and made available to the Corporation. If required, additional electric power will have to be arranged by the Lessor at his cost from the energy suppliers.

15. Water supply – the Lessor agrees to ensure and provide adequate supply of drinking water and water for W.C. and Lavatory throughout the lease period.

16. The Lessor agrees that the Lessee shall have exclusive right on the parking space for parking of the vehicles (car/ jeep/ two wheelers) of staff members and customers of Lessee and the same shall not be disturbed obstructed or encroached in any manner by any persons whomsoever.

17. The Lessor agrees that the Lessee shall have the absolute & exclusive right to use the entire space in 'said premises' both outside and inside for making full use of frontages and the side walls in displaying Lessee's signboards/ advertisements without any additional charges to the exclusion of third parties. If anybody causes any intrusion, trespass or encroachment restricting the peaceful enjoyment of the Lessee over the space which is specifically meant for usage of the Lessee, the Lessor on receipt of such Notice from the Lessee shall take all possible legal actions against such violations including criminal action, if necessary. If the Lessor fails to remove such intrusions, trespass or encroachments within one month from the date of receipt of such Notice from the Lessee, the Lessee shall be at liberty to take legal action against the violators and recover the cost/ expenses incurred for such removal out of the rent payable to the Lessor or from any other monies payable to the Lessor.

18. The Lessor agrees that the Lessee shall have the right to remove at the time of vacating the `said premises', all electrical fittings and fixtures, counters, safes, partitions and all other furniture put up by Lessee

III. THE LESSEE DOTH HEREBY COVENANT WITH THE LESSOR AS FOLLOWS:

19. The Lessee agrees to pay to the Lessor/s in respect of the `said premises' a monthly rental of Rs…… (Rupees …… only) within 10th working day of each succeeding calendar month.

20. The Lessee agrees to deduct at source the income tax at prevailing rate from the Rent payable to the Lessor.

21. The Lessee agrees to pay all charges for electricity for the area taken on lease and water actually consumed by the Lessee during the occupation and calculated as per the reading recorded by the separate meters installed in the 'said premises' by the lessor.

IV. PPROVIDED ALWAYS AND IT'S HEREBY AGREED AND DECLARED AS FOLLOWS:-

22. The Lessee shall not be liable for any kind of loss financial or otherwise arising from its occupation of the said premises or any amount of compensation in respect of the said premised other than the rent payable as aforesaid and the Lessor shall make no claim in respect thereof.

23. In the Lessee shall be desirous of taking a new lease of the said premises, after the expiry of term hereby granted, the Lessor will renew the lease for a period mutually agreed upon between the

Lessee and the Lessor, in accordance with the covenant for renewal. Provided that in the event of expiry of the term of the lease, whenever an action for renewal described above is pending with the Lessee and the premises remain in actual occupation, the payable rent at old rate shall continue to be paid on provisional basis till the date of final decision on renewal or the date of eviction, as the case may be, and in case of renewal at different rate, suitable adjustment by extra payment or deduction shall be permitted, to the Lessee.

Provided further that the Lessee shall taken action so far practicable to take a new lease of the said premises within a period of …….. months after expiry of the term hereby granted.

24. Lessee shall be entitled to terminate the lease at any time giving to the Lessor ……months previous notice in writing of its intention to do so.

25. Any notice to be made or given to the Lessee under these present or in connection with the said premises shall be considered as duly given if sent by the Lessor through the post by registered letter addressed to the …… and any notice to be given to the Lessor shall be considered as duly given if sent by the Lessee through the post by registered letter addressed to the Lessor at their last known place of abode. Any demand or notice sent by the post in either case shall be assumed to have been delivered in the usual course of Post.

26. Should any dispute or defense arise concerning the subject matter of these present or interpretation of any covenant, clause or thing herein contained or otherwise arising out of this lease agreement, the same shall be referred for arbitration to the Tribunal having sole Arbitrator. At the time of making a request for reference of dispute to the arbitration, the claimant shall along with such request send a panel of …… persons to the other party. The other party shall within 15 days of the receipt of such communication select one member of the panel to act as sole Arbitrator. In case none in the proposed panel is acceptable to the other party, such other party shall within the above 15 days send another panel of …… persons to claimant, and the claimant shall be entitled to nominate the sole Arbitrator from among the panel sent by the opposite party. In case of none of the members of the panel is acceptable to the claimant, the sole Arbitrator shall be appointed by the Zonal Manager / Sr. Divisional Manager, LIC of India.

    The provisions of Arbitration and Conciliation Act, 1956 with any statutory modification thereof and Rules framed there under shall be applicable to such arbitration proceeding which shall be borne as directed by the Arbitral Tribunal. For the purpose of this clause, the officer mentioned in clause 18 shall be authorized to act and nominate arbitrator on behalf of the Govt. of India.

27. The Lessee shall hand over possession of the `said premises' to the Lessor on the expiry of the period of lease fixed herein or on the expiry of the period of option should the Lessee avail itself of the same and on refund of deposit made by the Lessee, if any, in the same state and condition as on the date of occupation but subject to natural wear and tear due to ordinary use and lapse of time.

28. This lease agreement has been executed in duplicate. One counterpart of the lease agreement to be retained by the Lessee and the other by the Lessor.

SCHEDULE OF THE PROPERTY

(Here enter the boundaries and other details of premises leased out).

In witness whereof the parties hereto have set their hands hereunto in full agreement of the terms and conditions set-forth herein above the day and year hereinbefore first mentioned.

WITNESSESS

1)

LESSOR/ S

2) **LESSEE**