

## INDIA NON JUDICIAL Government of Jharkhand

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WELTEC REALITY

Article 35 Lease

LEASE

(Zero)

MS RTS PROJECTS PVT LTD

WELTEC REALTY PRIVATE LIMITED

WELTEC REALTY PRIVATE LIMITED

(One Hundred only)



THIS DEED OF LEASE is made this 1st day of July 2018. lease write or type below this line...

BETWEEN

M/s RTS Projects Pvt. Limited, a private limited company, incorporated under the Companies Act, 1956 (Registration No. U74200JH2008PTC013047) having its registered office at New Area, Morabadi West, Balihar Road, Dist- Ranchi,

Jharkhand-834008, hereinafter called the LESSOR (which expression shall unless MIS Projects Private Lin

Director

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it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the One Part;

## AND

WELTEC REALTY Private Limited, a company incorporated under the Companies Act, 1956 (Registration No. U70109WB2010PTC156094) having its registered office at 12/2, Park Mansion, 57A, Park Street, Kolkata, West Bengal-700016, India hereinafter called the LESSEE (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the Other Part;

WHEREAS the LESSORS are the exclusive owner of and is seized and possessed of commercial premises being office space no. 1/A on 2<sup>nd</sup> floor in commercial complex known as PARK PLAZA having total built up area being 980 sq.ft. situated at Morabadi, P.S. Bariatu, Dist-Ranchi along with one car parking space (hereinafter office space along with one car parking space is jointly referred to as the premises) more particularly described in the schedule hereunder.

AND WHEREAS the LESSEE has agreed to take a lease of the office premises from the LESSOR for a period of Five years commencing from 01.07.2018 and ending on 30.06.2023 upon terms and conditions hereinunder mentioned.

## NOW THIS LEASE WITNESSETH AS FOLLOWS:-

In consideration of a monthly Rent of Rupees 35,000/- (Rupees Thirty Five Phousand only) (Plus GST as applicable) and the LESSEE'S covenants of the LESSEE'S of the LESSEE'S covenants of the LESSEE'S of

hereinafter mentioned and contained the LESSOR hereby demise and lease unto the LESSEE and the LESSEE hereby takes on Rent the office Premises as described in the schedule.

- The Rent Payable hereunder shall be paid in Advance every month by the
  Lessee to lessor on or before 7<sup>th</sup> day of each calendar month. The mode of
  payment would be NEFT/RTGS.
- The Rent shal be enhanced by 5% (Five percent) on last paid rent after every 12 month.
- If default is mode in payment of Rent for any two consecutive months, then
  the lessor is entitled to charge interest @ 18% per annum on the Amount
  payable.
- 5. The lessee has deposited a sum of Rupees 2,10,000/- (Rupees Two lakh ten thousand) vide Cheque No. 343327, dt. 01.07.2018 with lessors as interest free security deposit equal to six months rent. This Amount the lessor shall return without interest to the lessee on the expiry or sooner termination/ determination of lease and handing over vacant & peaceful possession to lessor subject, however to any lawful deduction (such as unpaid rent, outstanding amount towards utilities etc.)

Upon termination of lease, if the lessee is ready & willing to hand over the premises to lessor & lessor defaults in refunding security deposits, then lessee shall be entitled to receive from lessor interest @

8% per annum from date of expiry of lease period on security deposits, if

not returned maximum within 15 days.

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Further, in addition to penal interest herein provided, till the time lessee realizes security deposit together with interest thereon as provided, the lessee shall continue to occupy the premises without paying lessor the rent, and other charges payable under the deed.

- 6. The common Area maintenance (CAM) charge shall be borne and paid by the LESSEE. The CAM charges presently stands @ Rs. 2.50 on 980 sqft (i.e. Rs 2450/- as per Park Plaza Owners Association. If there is any revision after execution of this agreement as per 'Park Plaza Owners Association the increased CAM charge shall be borne by the lessee.
- 7. Without prejudice to provision above, it is further agreed by and between parties that there shall be no termination during initial lock-in-period of two years from date of execution of this agreement.
  - After expiry of initial lock-in-period of two years, during which neither parties shall be entitled to terminate this agreement, both the parties shall be entitled to terminate this agreement by giving to other, a three (3) months prior notice in writing.
- The property Tax, shall be paid by the lessor.
- The Lessor shall provide electricity in the leasehold premises and the load of electricity shall not be less than 5 kw.

That the lessee shall use the lease hold premises for business purpose only and shall not carry on any offensive trade or prohibited business.

That the lessee shall permit lessor or his agent at all reasonable hours to inspect the premises or to leave notice of all defects to be repaired.

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DIRECTOR

- 13. That the lessee shall use the premises in such a manner which will not cause material detoriation or destruction of building.
- 14. That the lessee shall not install any such machinery/apparatus which will damage the building. Any machine/apparatus installed will be at his risk and he shall fulfill/adopt/take all necessary precaution/requirement & shall follow procedure required from appropriate authority.
- 15. The lessor undertakes to ensure power back up from diesel Gen set from common diesel Gen set. FOR LIGHTING ELECTRIC FAN
- 16. The lessor undertakes to ensure adequate and uninterrupted supply of water to premises.
- 17. The lessor agrees to provide to lessee, at no additional cost, a suitable location on terrace of building for installation of satellite Dish/VSAT/

  Intranet devices as required by the LESSEE for efficient functioning of the Business. This is governed as per the Park Plaza Owner's Association from time to time.
- 18. The lessee will have option to extend the lease of the said premises for a further period of three years on expiry of lease, on terms and conditions as lessor and lessee mutually agree, provided lessee gives a notice to effect in writing to lessor of his intention to do so at least 3 (Three) calendar months before termination of present lease.

That without consent in writing of the lessor, the lessee shall not sublet or assign or Part with Possession of said premises or give any licence to anybody to occupy the leasehold premises or any part thereof.

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20. That on Determination of the lease, the lessee shall give to lessor peaceful vacant possession in as good condition in which it has been leased out after removing the fittings, furniture and other accessories which might have been installed by him.

## SCHEDULE

Office space no 1/A on 2nd floor in multistoried complex known as Park Plaza having total built up area of 980 sq. feet on front side with one car parking space situated on M.S. Plot No- 220, Sub plot No- 220/A/5-1, 200/A/5-2, and 220/A/6 concerning to R.S. Plot No- 1448 being Municipal holding no.- 149, ward no.- VII B, New Ward No.-4, situated at Morabadi, P.S. Bariatu, Dist-Ranchi, Jharkhand.

In witness thereof the lessor & lessee have signed this deed of lease on the date month & year above written.

RTS Projects Private Limited

LESSOR

MACKIE ROAD, UPPER BALAR RANCHI - 834001

2. Induspect unallery S/D Late Birsa Ram Walkero PO+PS- Raty, Barkatoli, Raly, Lanchi