

LEASE DEED

THIS LEASE DEED is made at Daman, on this ____ Day of _____,
of the Calendar Year ____ (Dt. / /).

BETWEEN

_____, a partnership Firm, herein
represented by its one of the Partner **MR.**
_____, aged about ____ years,
Occupation business, Hindu, Indian Inhabitant son of Shri
_____, resident of,

_____. (which expression shall unless it be repugnant
to the context or meaning thereof be deemed to include its legal
representatives, successors in office, administrators, executors,
and assigns whatever the context or meaning shall so require or
permit) hereinafter in this Lease Deed for brevity's sake is
referred to as the party of the first part called "**THE LESSOR**"

AND

_____ **INDUSTRIES** a Partnership concern
having its **PAN:** _____ represented by its both
partner, **1) MR.** _____ **PAN:**
_____ son of Shri Shyam S. Bachwani, age 46
years, Indian National, Hindu, residing at

_____ Mumbai 400 050 & 2) **MR.**
_____. **PAN** : _____ son
of _____, age _____ years, Indian National,
Hindu, _____ residing _____ at

_____ (which expression shall unless it be repugnant to the
context or meaning thereof be deemed to include its legal
representatives, successors in office, administrators, executors,
and assigns whatever the context or meaning shall so require or
permit hereinafter in this Lease Deed for brevity's sake is referred
to as the party of the second part called "**THE LESSEE**").

Whereas The LESSOR is absolute owner of The INDUSTRIAL GALA
NO. _____, admeasuring about _____ Sq. feet built up in
area consisting of _____ Floor and _____ Floor
constructed on Non-Agriculture Land bearing Survey No. _____,
Industrial _____ Building
No. _____, Nani Daman,
Daman - 396 210 more particularly described in schedule
hereinafter referred to as **SAID INDUSTRIAL GALA**.

AND WHEREAS the LESSEE had requested the LESSOR to allow
them to occupy the The INDUSTRIAL GALA NO. _____,

admeasuring about _____ Sq. feet built up in area consisting of _____ Floor and _____ Floor constructed on Non-Agriculture Land bearing Survey No._____, Industrial Building No._____, Nani Daman, Daman - 396 210 more particularly described in schedule hereinafter referred to as **SAID INDUSTRIAL GALA**.

AND WHEREAS the above named LESSEE has requested the LESSOR to allow the LESSEE to use the said The INDUSTRIAL GALA NO. _____, admeasuring about _____ Sq. feet built up in area consisting of _____ Floor and _____ Floor constructed on Non-Agriculture Land bearing Survey No._____, Industrial Building No._____, Nani Daman, Daman - 396 210 for manufacturing purpose on lease basis only for a period of Five years from ___/___/___ to ___/___/___ hereinafter referred to as the **SAID PERIOD**.

AND WHEREAS the LESSOR has accepted the said request of the LESSEE and agreed to allow the LESSEE to take possession and use the SAID INDUSTRIAL GALA on Lease basis for the industrial purpose on the terms and conditions hereinafter appearing, the LESSOR hereby gives the possession to the LESSEE of the The

INDUSTRIAL GALA NO. _____, admeasuring about _____ Sq. feet built up in area consisting of _____ Floor and _____ Floor constructed on Non-Agriculture Land bearing Survey No. _____, Industrial Building No. _____, Nani Daman, Daman - 396 210 to hold the **SAID INDUSTRIAL GALA** up to and to the use by **LESSEE** for term mention as under.

The Lessee shall pay to the Lessor a sum of **Rs. 00,000/- (Rupees _____ Only)** monthly lease rent, which shall be paid on or before 5th day in advance in the same month by way of account payee Cheques. If any delay in payment of lease rent occur 2% p. m. interest shall be paid from 1st of the month when it due. If lessee fail to pay continues three months of Lease rent, LESSOR has full right to terminate the said lease deed and take back the possession of said INDUSTRIAL GALA. The said rent will increase by 5% every year on increased lease rent.

The LESSEE has offered interest free Refundable Security Deposits of **Rs. 0,00,000/- (Rupees _____ Only)** for the SAID INDUSTRIAL GALA taken on lease. The said refundable security Deposit of Rs. _____/- is paid by Cheque No

_____, Dated ___/___/20__ of Rs. _____/- &
Cheque No _____, Dated _____ of Rs.
_____/ - both cheques drawn on Bank of _____,
_____ branch, The validity of above
cheque is subject to realization.

NOW IT IS HEREBY AGREED, DECLARED AND RECORDED by
and between the parties hereto as follows;

1. In pursuance of the said Lease Deed and in consideration of the lease rent hereinafter contained and to be observed and performed by the LESSEE the LESSOR do hereby Lease to the LESSEE of the The INDUSTRIAL GALA NO. _____, admeasuring about _____ Sq. feet built up in area consisting of _____ Floor and _____ Floor constructed on Non-Agriculture Land bearing Survey No. _____, Industrial Building No. _____, Nani Daman, Daman - 396 210 to hold the SAID INDUSTRIAL GALA unto and to the use of LESSEE for the SAID INDUSTRIAL GALA on a monthly rent as stated above plus service tax if applicable or any other tax if applicable on lease rent by the Govt. from time to time.

2. The LESSEE shall arrange to take electricity connection in his name and the Lessor will not be responsible in any manner if there is a delay in getting the electric connection. The LESSEE shall remain responsible and liable to pay the Electric Bills during the period of this Lease Deed and will transfer his connection or surrender it as the situation is after the expiry / Termination of the period of the Lease Deed.
3. The Lessee shall observe and perform all the rules, regulations and bye – laws laid down by the Dabhel Group Gram Panchayat, Daman and other policy authorities, as well as other Government of India department. Like Central Excise, Customs, Sales Tax, VAT & CST authorities, Pollution Board Daman, DIC, Electricity Department, Factory Act, Fire and Safety Regulations and other Union Territory of Daman Laws etc. The LESSEE will not be responsible in any manner for any types of liabilities accrued or arising on the SAID INDUSTRIAL GALA before the execution of this deed.
4. The LESSOR shall be deemed to be in juridical possession of the SAID INDUSTRIAL GALA and the LESSEE will be in use of the SAID INDUSTRIAL GALA as a mere LESSEE.

5. The Lease Deed shall remain in force for a period as mention above (Both days inclusive). Both the parties have agreed for a lock in period of Two years. (i.e. neither the LESSOR can ask the LESSEE to vacant the place before Two years nor the LESSEE can vacant The SAID INDUSTRIAL GALA before Two years). After Two years if the LESSOR wants to vacant The SAID INDUSTRIAL GALA it shall give Minimum 2 (Two) months notice to the LESSEE and if the LESSEE want to vacant The SAID INDUSTRIAL GALA then the LESSEE also has to give 2 (Two) months notice to the LESSOR . If LESSEE will surrender and terminate the said Lease Deed before 24 months, the LESSOR have right to forfeit the security deposit.

6. Security Deposits will be returned after one month of termination of lease or Expire of Lease Deed and giving back the possession of the SAID INDUSTRIAL GALA and after the LESSEE has paid all Electric bills/Sales Tax dues etc any other department dues. The LESSEE agrees to transfer/ surrender all the Licenses on the SAID INDUSTRIAL GALA within one month and will give a copy of all paid bills and copy of all transfer/surrender documents to the LESSOR.

7. During the lock in period, if lessor desire to sell the said industrial gala with continuation of lease with the same terms and conditions by the purchaser/buyer of the gala. The lessor is free to do the same and the lessee will not take any objection and accordingly the new lease deed will be made and registered the same in the office of sub-registrar Daman. The expenses of lease deed registration, stamp duty etc will be born by the lessor.
8. The LESSEE shall transfer or surrender as his wish, all his Licenses taken at the SAID INDUSTRIAL GALA after the expiry of the period or voluntary termination as the case may be. The LESSOR will in no way be responsible for any liability on such License and the LESSEE will indemnify the LESSOR for any such Liabilities.
9. The LESSEE shall remain responsible and liable to pay the Electricity Bills for the Electricity connection line taken by him in the SAID INDUSTRIAL GALA till this Lease Deed is in force and will transfer his connection or surrender it as the situation be after the expiry/ termination of the Lease Deed.
10. The LESSEE will engage his own staff required for running the said business/Industries. They will be also liable and responsible for any injury caused to any staff or person. The

LESSOR shall not be liable or responsible for the same. All legal liabilities arising due to labour laws, etc. shall be the total liability of the LESSEE and the LESSOR in no way responsible for the same during the Lease Deed is in force. The LESSEE shall maintain the interior of the SAID INDUSTRIAL GALA and the floors, walls, ceilings, doors, windows, electricity installation as it is and shall repair, make good or replace any damage or breakage caused to the same or any part thereof at its costs during the tenure of Lease Deed. The LESSEE will not make any sort of alterations, modification of permanent nature in the structure without the written permission of the LESSOR.

11. The lessee shall pay the general maintenance like sweeper charges, water charges, common electricity & security charges, normal wear and tear etc.
12. The LESSEE will make the partition of permanent or temporary nature in the SAID INDUSTRIAL GALA as agreed between both the LESSOR and the LESSEE and the LESSEE will maintain and keep the same in good condition. However after the expiry of this Lease Deed or termination

the LESSEE agrees not to remove the partition which is done or caused due to the breaking of internal existing wall.

13. The LESSEE shall not do or permit anything to be done upon the SAID INDUSTRIAL GALA or any act or thing, which may be or may become a nuisance or annoyance to the occupiers of the other persons in the SAID INDUSTRIAL GALA.
14. The LESSEE shall not keep or store in or upon any part of the SAID INDUSTRIAL GALA any goods of combustible or explosive nature. It shall not even keep or store any sort of goods which are not permissible by law.
15. The LESSEE shall use the said INDUSTRIAL GALA for its industrial and not for any other activities which have been prohibited by the law.
16. The said INDUSTRIAL GALA is being granted to the LESSEE for Industrial use only. The LESSEE shall neither transfer nor rent out any part of the SAID INDUSTRIAL GALA to any other person or persons under any circumstances nor will they take any sort of loan on the SAID INDUSTRIAL GALA.
17. If the lease rent for the INDUSTRIAL GALA payable hereunder or any part thereof shall remain unpaid for a

period of two months after the same has become due (whether demanded or not) and if any of the terms and conditions herein contained shall not be performed or observed then and in any of the said event, it shall be lawful for the LESSOR to terminate and revoke this License/Lease Deed by giving One months notice in writing to the LESSEE and take back the possession of SAID INDUSTRIAL GALA. The Security Deposit will be adjusted against the Balance Lease Rent.

18. The LESSEE shall not be deemed to be in possession of the SAID INDUSTRIAL GALA and the LESSOR will have the right to enter upon the SAID INDUSTRIAL GALA at any time to inspect the SAID INDUSTRIAL GALA with prior intimation. The juridical possession shall be with the LESSOR. The LESSEE is merely allowed to use the SAID INDUSTRIAL GALA during the period of this Lease Deed.
19. On expiration of the said term or said period of lease or earlier termination thereof, the LESSEE shall handover vacant and peaceful possession of the SAID INDUSTRIAL GALA to the LESSOR in the same condition in which the SAID INDUSTRIAL GALA now exists subject to normal wear & tear. The LESSEE remaining in occupation of the SAID

INDUSTRIAL GALA after such termination will be deemed to be an act of trespass and in illegal occupation of the SAID INDUSTRIAL GALA and the LESSOR shall be entitled by himself or through servants and agents to physically enter upon the SAID INDUSTRIAL GALA and physically remove or cause to be removed at the risk and cost of the LESSEE, all goods, articles and things belonging to the LESSEE and take exclusive physical occupation of the SAID INDUSTRIAL GALA and occupy the same and evict the LESSEE as if the LESSEE was trespasser. The LESSOR is also entitled to appoint or engage any agent to remove all the goods, articles and things lying in the SAID INDUSTRIAL GALA the LESSEE shall not object to any action being taken by the LESSOR as aforesaid if the LESSEE fails or neglects to vacate on 31/03/2022.

20. This Lease Deed will stand terminated on the LESSEE going into liquidation voluntarily or through Court.
21. The LESSEE hereby agrees and under-take that the LESSEE shall not claim any right, title or interest as tenant or sub-tenant or of whatsoever nature in respect of the SAID INDUSTRIAL GALA or any part thereof.

22. It is hereby expressly agreed and declared that no tenancy or sub-tenancy rights nor any right, title or interest in the nature of tenancy or sub-tenancy nor any other interest whatsoever is hereby created or intended to be created by this Lease Deed in favor of the LESSEE. The LESSEE shall observe and perform all the rules, regulations and bye-laws laid down by the Village Panchayat, Daman Government Department Authorities, etc. Any sort of legal case or liability arising during the period of this Lease Deed the LESSEE alone will be totally responsible.
23. The LESSOR agrees to give water required by the LESSEE from the existing Boring. In case of any shortage in supply of water due to drying up of boring then the LESSEE will arrange for their water requirement at their own cost. If any repairing is needed then the cost of repairing will be shared equally by the LESSOR and the LESSEE.
24. The Lessee shall take necessary steps like insurance etc, to safeguard its property and goods. The Lessor, shall not remain responsible if any articles of the Lessee are stolen, lost or damaged during of this agreement by whatsoever reason.

25. If the LESSEE fails to vacate the SAID INDUSTRIAL GALA after the expiry of the period of this Lease Deed or after the termination period of one month is over (whichever is earlier) and illegally continues to use the SAID INDUSTRIAL GALA after the expiry of the period of this Lease Deed, or earlier termination, the LESSEE shall pay to the LESSOR **Rs ____/- (Rupees in words)** per day as rent and liquidated damages till he vacates the SAID INDUSTRIAL GALA and hands over the same to the LESSOR.
26. The LESSEE will pay or reimburse any sort of legal charges if the LESSOR has to spend to vacant The SAID INDUSTRIAL GALA after the expiry of the period of this Lease Deed, or earlier termination.
27. The parties hereto hereby state that the contents of this Lease Deed have been explained to them and they have properly understood all the contents of the same and thereafter they have signed it with their own free will without any force, coercion, compulsion and undue influence and in their proper state of mind.
28. That LESSOR may take any Loan from the Bank or Financial Institute or from any other place. The LESSOR here by

agrees to compensate all losses for the material and machinery's and other things lying in the said INDUSTRIAL GALA of LESSEE if any loan is taken and there is any sort of expense because of the same.

29. In case of any sort of Seizer or any Mortgage liabilities against the machineries of the LESSEE, the rent of the INDUSTRIAL GALA will continue, i.e. the LESSEE will continue to pay the rent of the INDUSTRIAL GALA during that particular period also. In case due to OIDC matter or any other matter where Lessor is responsible, for that period Lessor will not charge the Lease Rent.

30. The Original of this Lease Deed will remain with the LESSOR and a Certified True copy of the same will be with the LESSEE.

31. The Lessee shall not be entitled to assign, transfer, mortgage, sub let, underlet of part with the possession of the said premises or any part thereof in favor of any person/persons without obtaining the prior permission of the Lessor in writing.

SCHEDULE

(OF THE INDUSTRIAL GALA HEREBY LEASED)

ALL THAT piece and parcel of The INDUSTRIAL GALA NO. _____,
admeasuring about _____ Sq. feet built up in area consisting
of _____ Floor and _____ Floor constructed on
Non-Agriculture Land bearing Survey No._____, Industrial
Building No._____,
Nani Daman, Daman – 396 210, Sub-District and District of Daman
in the Union Territory of Daman and Diu, within the jurisdiction of
Dabhel Group Gram Panchayat Area and which is bounded as
follows.

On or Towards the East : By _____ Road

On or Towards the West : By Land bearing Survey _____

On or Towards the North: By Gala No. _____

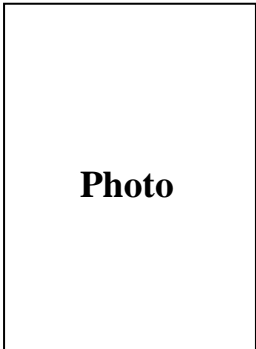
On or Towards the South: By Gala No. _____

**In witnesses whereof both the parties hereto have hereunto
set and subscribed their respective hands on the day and
year first herein above mentioned.**

SIGNED, SEALED AND DELIVERED.

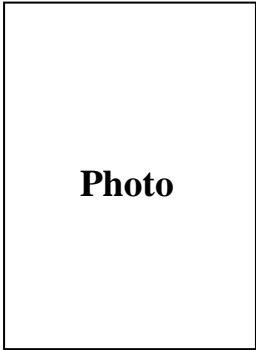
By the within named

Mr. _____
Represented as **partner of** _____
.....**LESSOR**.....



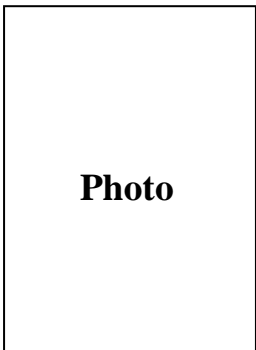
SIGNED, SEALED AND DELIVERED.
By the within named

Mr. _____
Represented as **partner of** _____
.....**LESSEE**.....



SIGNED, SEALED AND DELIVERED.
By the within named

Mr. _____
Represented as **partner of** _____
.....**LESSEE**.....



WITNESSES:-

1. Mr. _____
Address:

2. Mr. _____
Address: