

DRAFT LEASE DEED

THIS INDENTURE made at Agra this day of 30th day of April, 2024 BETWEEN **SURESH CHAND JAIN HUF having PAN AAEHS8115C through its Karta Suresh Chand Jain S/O Late Shri Chand Jain R/O 3/50/5 Bharatpur House AGRA-282002** , (Hereinafter called "The LESSOR which expression shall wherever the context so admits include its successors, representatives, trustees, executors, heirs, administrators, liquidators and assigns) of the "PART ONE"

and

CENT BANK HOME FINANCE LTD. Represented by Amit Kumar Tiwari **S/o Shri Vijay Shankar Tiwari having PAN ALBPT9139M R/o Cent Bank Home Finance Ltd, E 12/8, Shree Vrindavan Building, Sanjay Palace, Agra-282002** (Agra Branch Manager), having its Corporate Office, Central Bank of India Building, MG Road, Fort, Mumbai – 400023, and a Branch interalia at **Agra** (hereinafter called the 'LESSEE' which expression shall wherever the context so admits include its successors and assigns) of the OTHER PART

WHEREAS the Lessor is absolutely seized and possessed of and otherwise well and sufficiently entitled to the hereditaments and premises described in the Schedule and,

WHEREAS The Lessee needs a suitable premises for its Housing finance and banking business at its branch At **Agra**, the business includes besides systems and procedures of traditional banking, the modern electronic banking or commerce covering the adoption of updated Information Technology for its diversified delivery channels and business components and devices such as, Internet Banking, Phone banking, Computerization fully or partially and Centralized Banking Solutions, or any other technological upgraded in coming in vogue hereinafter and,

WHEREAS the Lessor has the suitable premises in his lawful possession with a right to demise and has a clear and un-encumbered legal title over the premises offered within the land or property as mentioned in the Schedule and is willing to provide all necessary and secure premises, placements and spaces to accommodate the actual requirements of the Lessee for its banking requirements as aforesaid and,

WHEREAS the Lessor represents and warrants that there is no bar or restriction for demising the required premises under any Law, Rule or Regulation of Local Rent Acts or Municipal Authority or any Body or Authority created by any Act of State/Central Govt.

WHEREAS the Lessee has requested to the Lessor for a Lease of Office Premises at **Office No. 10 & 12, First Floor Block No.15/8, Sanjay**

Place Commercial Complex , Agra , Pin Code- 282002, Total covered area 790.7 Sq. ft.(Super area 950 sq.ft.) , described in the Schedule hereto (which part is hereinafter unless otherwise distinguished for brevity's sake called `the demised premises') for a term of 5 (Five) years (certain period) with 15% increase in rent after first 3 years of certain period from **date of take of possession** with two option of 5(Five) years each (option period) as on to the Lessee to renew the for option period as here in after mentioned AND WHEREAS the Lessor has agreed to grant to the Lessee the Lease of the demised premises as mentioned hereinafter .

NOW THIS INDENTURE WITNESSETH that in consideration of the rent and the Lessee's covenants here in after contained the Lessor doth hereby demise up to the Lessee the demised premises along with the secured place for fixing the V-sat or other Antennas/Disc at the roof top or at any other appropriate place in the premises at desired and suitable place alongwith their cablings and accessories or for Automation of the branch and fixing related devices, with the use of the conveniences and appurtenants enjoy edin connection therewith and the right of ingress and egress for the Lessee and its employees, customers and all others, for its advantage to and from the staircase, passages and corridors of the premises described in the Schedule hereto hold the same unto the Lessee for a term of **5 (Five)** years (certain period) certain from **possession date** with an option to the Lessee to renew the period of further 5(Five) years and also further 5 years (option period), as hereinafter mentioned.

The Lessor shall have to provide necessary consent/permission from society, Association, Company, Co-owner,Co-possessor, Builder or any other person whatsoever and whomsoever, as the case may be, at their cost to install the Generator, Antenna/Disc alongwith their cabling and accessories or fixed related devices etc. on the terrace or **at** any other suitable and appropriate place in the building for Generator, V-SAT or Automation and core banking solutions of the branch and the cost of installation of Generator, Antenna /Disc cabling, accessories or fixed related devices, V-SAT, or automation of branch in present or in future shall be borne by the Lessee.

1. The Lessee doth hereby agree and covenants with the Lessor as follows:

a) To pay to the Lessor rent Rs.50,000/- only) Per Month, regularly every month, in advance including all taxes.

b) The above rent shall be increased by 15% (Fifteen) after first 3 years of certain period and this increased rent will be paid for remaining period of 2 years of certain period.

c) To keep deposited with the lessor 3 months rental advance i.e Rs. Rupees one lac fifty thousand Only) as interest free deposit. The said deposit shall be refunded upon expiry of the terms of lease or sooner determination and upon the Lessee vacating the said premises and handing over the possession of the said premises to the Lessor after payment of electricity , telephone and alike charges. If Lessor fails to refund the said security deposit, the Lessee will be entitled to charge interest thereon @ 12% on monthly rests, from the date the said amount was to be refunded till the date of actual refund. If there is any due of the Lessor towards the Lessee or other charges, the Lessee shall be entitled to adjust the said deposit amount from such dues.

d) To keep the Lessor informed, from time to time, of structural major repairs (other than routine maintenance/ upkeep repairs) that the demised premises may require so that the Lessor may be able to do the same and for this purpose to permit the Lessor his Agents with or without workmen or others at all reasonable time but after, previous notice in writing to the Lessee to enter upon the demised premises and to view the condition thereof and to execute agreed repairs and if such repairs are not carried out by the Lessor within a period of fifteen days after receipt of notice from the Lessee in this behalf then the Lessee shall be entitled to have the same done and in that event the Lessee shall be entitled to recover the costs thereof from the Lessor in any manner including but not limited to by deducting the same from the rent payable under these presents, .

e) To permit the Lessor, his Agents, workmen and servants at all reasonable times but after previous notice in writing, to enter the demised premises to examine the condition thereof.

f) To remove at the time of vacating or earlier, if the Lessee so desires, all other fittings and fixtures as might be belonging to the Lessee.

g) To ensure that all sanitary, electrical and other fittings and fixtures are in perfect order and shall be responsible to restore them in conditions in which they have been taken over, natural wear and tear expected.

h) The Lessee shall be at liberty, at its own costs and expenses, to have such fixtures and devices for automation, V-sat or other Antennas/ Disc with all accessories as it may desire for the convenient use of demised

premises and shall be at liberty to remove the said fixtures and devices at the end or sooner determination of the term hereby granted or sooner than that if the Lessee so desires. The Lessor shall not charge any extra rent amount or impose any extra cost, of any nature whatsoever; upon the Lessee in event the Lessee installs any such fixtures or devices as mentioned under this clause. Also the Lessor shall not object to the installation of any such fixtures or devices by the Lessee. The Lessor, on being demanded by the Lessee, shall provide the Lessee with an appropriate space in the demised premises for the installation of such fixtures and devices by the Lessee.

i) The Lessee shall be at liberty to affix, place or display name-boards, sign boards, advertisement boards and any advertisements and signs of any nature whatever in relation to its business, at any part inside or outside of the demised premises. The Lessor shall not charge any extra rent amount or impose any extra cost, of any nature whatsoever; upon the Lessee in event the Lessee affixes or places any such name-board, signboard or sign of any other nature as mentioned under this clause. Also the Lessor shall not object to the placing of any such name-board, signboard or sign of any other nature by the Lessee. The Lessor, on being demanded by the Lessee, shall provide the Lessee with an appropriate space in the demised premises for placing of any such name- board, signboard or sign of any other nature by the Lessee.

j) That if the Lessee shall be desirous of leaving the premises during the currency of lease period i.e. certain period or option period, Lessee shall do so by giving at least four months prior notice in writing to the Lessor of its such intention of termination of tenancy, any time after three years, without paying any compensation. The Lessor shall return the complete deposit amount paid to the Lessor by the Lessee under clause 1(c) of this lease deed. If Lessor wants to get the Lessee evicted from the demised premises during the option period, it shall give at least four months' prior notice to the Lessee. The Lessor will not have this right during first three years. The Lessee shall endeavor to vacate the demised premises in the notice period

k) Lessee to pay punctually the electricity bills as may be charges,

l) Lessee to pay expenses for installation and running of generator, battery backup service etc.

m) Lessee to use the parking areas as available with the Lessor and without causing disturbance to the other occupiers of the said building. The Lessor shall permit the Lessee, Lessee's staff & Lessee's customersto use such parking areas and without causing disturbance to the other occupiers of the said building. The Lessor shall not impose any kind of charge on the Lessee, Lessee's staff for using the parking area mentioned herein, as presently applicable.

2. The Lessee shall be at liberty to assign or sublet the whole or any parts of the demised premises either for the whole or any part of the term hereby granted with the consent in writing of the Lessor, such consent how ever not to be unreasonably withheld. The Lessor shall not charge any extra cost or impose any extra charge on the Lessee for assigning or subletting the whole or any parts of the demised premises in accordance with this clause.

3. That the lessee would be wholly responsible to keep the demised premises in good condition , except the normal wear and tear at his own cost and expanses during his stay in the demised premises and the lessor or their authorized representative and agents would have every right to enter in to demised premises after due notice. At the time of termination, of lease or earlier handover vacant possession of the demised premises to the lessors in as good condition as it was at the time of the commencement of lease.

4. The Lessor doth hereby covenant with the Lessee as follows:

a) To bear, pay and discharge all existing and future rates, taxes, assessments, dues, duties, impositions and outgoings, except electricity charges, whatsoever imposed or charged uponthe demised premises.

All taxes or charges other than rent to be borne by Lessor except electricity chaeges.

b) To paint the walls with distemper and doors and windows of the demised premises with varnish every three year during the period hereby granted. The Lessor will get the demised premises furnished as per the agreed maps provided by the Lessee and will also agreed to provide furniture as per the Lessee's present requirement.

c) To permit the Lessee to install the Generator within the premises at any suitable and appropriate place. The Lessor shall not charge any extra

cost or impose any extra charge, of any nature whatsoever; on the Lessee for installing the generator within the demised premises.

d) That the Lessee paying the rent hereby reserved and performing the covenants and stipulations on its part herein contained shall peaceably hold and enjoy the demised premises during the term hereby granted without any interruption by the Lessor or any person claiming from under or in trust for him, them or any of them.

e) In case the demised premises or any part thereof shall at any time during the term hereby granted be destroyed or damaged by fire or in any other manner so as to be unfit for the Lessee's use then the rent hereby reserved or at the Lessee's option a fair and just proportion thereof according to the nature of the damage sustained shall, until the demised premises have been rebuilt or reinstated and rendered fit for the Lessee's use, be suspended and cease to be payable. For the period during which the rent gets suspended on account of the demised premises having been rebuilt or reinstated by the Lessor and rendered fit for the Lessee's use, the Lessee's title as a tenant of the demised premises shall not cease to exist or shall cease to exist solely at the option of the Lessee. The insurance of the demised premises shall be done by the Lessor and the Lessor shall be solely responsible for renewing the insurance of the demised premises.

f) If ownership of the demised premises is changed for any reason whatsoever, the rights of the Lessee under this Lease Deed will remain unaffected and protected.

g) If the Lessee is desirous of exercising the option of continuing the term hereby granted for a further period of 5 (Five) years (option period) from the day of expiry of lease period under this Lease Deed, the Lessee shall give a notice, at least 30 (Thirty) days before the day of expiry of lease period under this Lease Deed, to the Lessor, of its intention of exercising the option of continuing the term of lease for a further period of 5 (Five) years (option period) from the day of expiry of lease period under this Lease Deed AND the Lessee will pay 25% (Twenty five) increase on the base rent i.e. Rs. 50,000.00 (Rupees Fifty thousand), which comes to Rs. 62,500.00 (Rupees Sixty thousand five hundred) per month, irrespective of the rent being paid during the certain period. On exercising the option as above, the Lessor shall demise the demised premises to the Lessee for a further term of 5 (Five) years (option period) from the day of expiry of lease period under this Lease Deed. In case the Lessee fails to give such notice of intention within the stipulated period, it shall be deemed that the lessee has exercised the option to renew the lease for a further term of 5 years on the same terms and conditions as herein contained including the covenant for renewal.

h) For the clear understanding of the parties, the rent to be paid is tabulated as follows:

Period	Rent to be paid (in Rs.) per month	Enhancement in Rent	Enhanced Rent
Up to three years from the date of possession.	Rs.50,000.00	Nil	Nil
From the start of fourth year to the day of expiry of lease period under this Lease Deed.	Rs.50,000.00	Rs.7,500	Rs 57,500
If option to continue the lease deed is exercised by the Lessee – up to three years from the start of option period.	Rs.50,000.00	Rs.12500	Rs.62,500
From the fourth year of the option period to the date of expiry of the option period.	Rs.62,500.00	Rs.9,375.00	Rs.71,875.00

j) That Lessor shall not be responsible to secure fixtures, V-sat , or other Antennas and along with their cablings and accessories put at roof top or other open places and it for lessee to get suitable necessary insurance cover for the same

k) The stamp duty and registration charges payable in respect of this Lease Deed and a duplicate there of shall be borne and paid by the Lessor and the Lessee in 50:50 shares.

3. This Lease deed shall be governed by and construed in accordance with the laws of the Union of India. All disputes relating to this lease deed shall be governed by and interpreted in accordance within the law and both the Lessor and the Lessee irrevocably agree that the Courts in AGRA shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with the present lease deed, regardless of individual party location. Both the Lessor and the Lessee irrevocably submit to the exclusive jurisdiction of the Courts in Agra.

4. If either of the parties is unable to perform any obligation under this lease deed because of acts of nature not within the control of the party, or which could not have been prevented or foreseen by the due care or diligence of either of the parties, then the performance of both the parties shall be excused until such matters resolved to the extent that performance under this lease deed may resume.

The Lessor and the Lessee do hereby accept, acknowledge and agree with the covenants made with each other here-in-above.

Schedule of property herein below shall be treated as part of this lease deed.

WITNESS WHEREOF the parties to these presents have set their respective hands the day and year first above written.

SCHEDULE OF SAID PREMISES

All that piece and parcel constructed premises bearing Office Premises of covered area 790.7sq ft. **Place Commercial Complex , Agra , Pin Code-282002**, Total covered area 790.7 Sq. ft. (Super area 950 sq.ft.) , situated at First Floor Unit No.10 & 12 Block !5/8 Sanjay Place, Commercial Complex Agra within the limits of Agra Municipal Corporation, facilitated with parking space provided by the Agra Development Authority for the users of building and bounded as under:

On or towards East: Unit No.14
On or toward West:. Stairs
On or toward South: Corridor
On or towards North: Parking

Lessee

Signature:
(CENT BANK HOME FINANCE LTD)

(Mr. Amit Kumar Tiwari, PAN - ALBPT9139M)
Signature of LESSEE
(On behalf of CENT BANK HOME FINANCE LTD)
Pan No. AAACC6380N

Lessor

M/s. Suresh Chand Jain (HUF)

(Mr. Suresh Chand Jain,)

Signature of Lessor

KARTA

Owner/landlord

Pan No AAEHS8115C

Adhaar No. N/A

Signature :

Witness 1-

1.

Mr.

Age R/o,

Adhar No.

Witness 2-Mr. S/o Shri.....

Age Years R/o

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