

SUB LEASE DEED

This SUB LEASE DEED is executed at New Delhi on ___ August 2015 BETWEEN:

TDI Infrastructure Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at 10 Shaheed Bhagat Singh Marg, New Delhi 110 001, through its Authorised Signatory Shri O.P. Dhingra duly authorized vide Resolution passed in the meeting of the Board of Directors held on 04.06.2015 hereinafter referred to as the LESSEE/FIRST PARTY (which expression whenever the context so permits be deemed to include its successors-in-interest, administrators, nominees and assignees) of the ONE PART:

AND

National Institute of Technology, Delhi (NIT Delhi), having its office at IAMR Campus, Sector- A 7, Institutional Area, Narela, Delhi-110040 through its Director hereinafter called the "SUB LESSEE/SECOND PARTY" (which expression whenever the context so permits, be deemed to include its successors and permitted assignees) of the OTHER PART.

WHEREAS

- A. The FIRST PARTY has represented to the SECOND PARTY that the FIRST PARTY is the Lessee and is in the possession of the flats i.e. Ground + 2 (72 Flats, and this number of flats may vary at the time of hand over to NIT Delhi) as mention below, further represented to the Second Party that the FIRST PARTY is competent to sub-lease out the said property w.e.f. 1st August, 2015 on behalf of the actual owners of the property in favor of the SUB LESSEE.
- B. The FIRST PARTY is the Lessee of the flats which are to be further leased out to the SECOND PARTY as the SUB LESSEE. In case of any conflicts/claims made by the actual owner, LESSEE will be liable to settle and bear all conflicts / claims of the actual owner.
- C. The LESSEE has desired to grant in total 72 flats (and this number of flats may vary at the time of hand over to NIT Delhi) as described in Annexure-A having built up area of 1130 sq.ft per flat (in total an area of 81360 sq. ft excluding the surrounded common area) for Ground + 2 floors. However, at present the following 26 Flats have been already leased out to the Sub Lessee :

LIST OF MY FLOOR 2 FLATS HANDED OVER NIT, NARELA, DELHI

S.NO.	Flat No.	Floor
1	M-02	First Floor
2	M-02	Second Floor
3	M-06	Second Floor

Voted

Newly Verma
20-08-2015

NEERAJ VERMA & ASSOCIATES
En. No.D-150/97(R) Advocate
Ch. No.1026, 10th Floor, Lawyers Chambers
Block, Rohini Court, Delhi-110085
Mob. 9810762420, 8588835739

SUBLESSEE. The said period of 3 (three) years may be extended at the instance of the SUB LESSEE in the terms and manner as prescribed in subsequent paragraphs on mutual agreed terms.

NOW THEREFORE THIS SUB LEASE DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS HEREUNDER:

1. In consideration of the monthly rent mutually agreed herein as per rent reasonability certificate fixed and compliance of covenants herein contained, the LESSEE hereby grant unto the SUB LESSEE a sub lease in respect of the Demised Premises for a period of 3 (three) years commencing from 1st August, 2015 with right to renew/extend the same for a further period of up to 3 (three) years at the option of the SUB LESSEE. It has been mutually agreed that the lease rent reserved herein is subject to escalation at the rate of 10% on the prevailing rent, after completion of each one year.
2. That during the sub lease period of 3 (three) years the SUB LESSEE shall pay to the LESSEE the agreed monthly rent of Rs.5400/- per unit/flat including Municipal tax / House Tax/ Property Tax etc. Service tax will be paid on actual if applicable per month. The SUB LESSEE shall pay to LESSEE advance rent by cheque or bank draft to LESSEE. The Lease rent shall be paid by the 10th day of each month through RTGS direct bank transfer into the bank account of the LESSEE or by Cheque/ Draft in favor of TDI Infrastructure Ltd.
3. The Sub Lessee has agreed to take total 72 Flats on sub lease. However, at the time of execution of this Sub Lease Agreement, 26 number of flats have already been sub leased to the Lessee as per the details given hereinbelow:

LIST OF MY FLOOR 2 FLATS HANDED OVER NIT, NARELA, DELHI

S.NO.	Flat No.	Floor
1	M-02	First Floor
2	M-02	Second Floor
3	M-06	Second Floor
4	M-07	Ground Floor
5	M-08	First Floor
6	M-09	Ground Floor
7	M-10	Ground Floor
8	M-11	Ground Floor
9	M-22	Ground Floor
10	M-22	First Floor
11	M-22	Second Floor
12	M-23	Ground Floor

Voted

Nareja Verma

20-08-2015

NEERA VERMA & ASSOCIATES
Advocate
Ch. No.1026, 10th Floor, Lawyers Chambers
Block, Rohini Court, Delhi-110085
Mob. 9810762420, 8580335739

13	M-25	Ground Floor
14	M-26	Ground Floor
15	M-26	Second Floor
16	M-28	Ground Floor
17	M-29	Ground Floor
18	M-29	First Floor
19	M-24	Second Floor
20	M-10	Second Floor
21	M-25	Second Floor
22	M-23	First Floor
23	M-09	Second Floor
24	M-12	Second Floor
25	M-01	First Floor
26	M-25	First Floor

It has been further mutually agreed that the number of flats to be Sub Leased may vary as mutually agreed between both the parties.

4. Besides the monthly rent, the SUB LESSEE shall also pay proportionate cost of Rs. 0.50 per sq. ft per month for other relevant services of Housekeeping, Security, Horticulture, Electrician, Civil work, plumber, for the common area facilities and likewise to the nominated maintenance agency, at presently "Cannes Property Management Services Pvt. Limited". The SUB LESSEE shall use Main Gate for Entry and Exit. Agreement shall be executed in writing in this regard within a reasonable time on the commencement of this Sub Lease Agreement.
5. Separate Pre Paid or post paid Sub meter (Energy Meter), water meter will be installed separately for consumption of electricity and water by TDI. The electricity and water charges will be paid by the Sub Lessee separately to the local body/service provider/maintenance agency or the recharge of the specific meters shall be done by Sub Lessee. The current water charges are fixed at lump sum of Rs.200/- per month per flat.
6. During the term of this Sub lease and the renewal /extension thereof as provided in this Sub Lease, the LESSEE shall not be entitled to terminate this Sub Lease deed except in the event of non-performance / non-compliance by the SUB LESSEE with its obligations as mentioned in this Lease.
7. That the Sub lease may be terminated by the LESSEE, at any time during the tenure of this agreement by giving three months' notice to the LESSEE.
8. The rental rate for the 2nd and 3rd year, of the Sub lease period will be subject to escalation of 10% over the previous year.
9. Provided also that, in case of destruction with regard to the Demised Premises, if the Premises or any essential part thereof shall be destroyed or rendered unfit or unavailable for further tenancy through fire, vandalism, earthquake, flood, storm, war, civil

Voted
N. Verma
20-08-2015

NEERAJ VERMA & ASSOCIATES
En. No.D-150/97(R) Advocate
Ch. No.1026, 10th Floor, Lawyers Chambers
Block, Rohini Court, Delhi-110085
Mob. 9810762420, 8588835739

- disturbance, government action, not on account of any fault of Sub LESSEE, or other similar casualty or event, this Sub lease may be terminated in whole or in part at Sub LESSEE'S option. Should Sub LESSEE exercise this option, Sub LESSEE shall provide written notice to LESSEE of the termination. In case of total destruction or termination of Sub lease wholly, no rent shall accrue to LESSEE after such notice is delivered, and the termination shall be effective as of the date of such destruction or damage.
10. The infrastructure developed by Sub LESSEE including networking, mess facility, furniture items, water coolers, RO services or any other fixtures so installed by Sub Lessee will purely belong to Sub LESSEE and will be restored and taken at the time of vacating the demised premises. LESSEE will not claim for it.
 11. The Sub LESSEE would be at liberty to remain in the Demised Premised rendered partially unfit to use, the LESSEE shall be obliged to proceed with all reasonable diligence and expedition to restore or repair the Premises to the condition in which they were immediately prior to such destruction or damage. It is agreed that if said repairs are made, the materials used shall be at least equal to those that existed at the time immediately before the destruction or damage.
 12. That the Sub Lease of the Demised Premises can be further renewed/extended after the final extension/renewal of this Sub Lease as agreed herein above, at the instance of the Sub LESSEE on terms and conditions as prescribed in this Sub Lease deed at the expiry of the final 3(Three) years. The Sub LESSEE shall be obliged to surrender the peaceful and vacant physical possession of the Demised Premises to the LESSEE upon termination/expiry of this Sub Lease or the renewed/extended Sub Lease thereafter.
 13. The LESSEE agrees and undertakes that he shall be solely responsible for payment of House tax/Municipal tax/Property tax payable in respect of the Demised Premises. The LESSEE also represents that all taxes in respect of the Demised Premises have been paid upto the date of this Lease by the LESSEE.
 14. The Sub LESSEE paying the rents herein reserved and observing and performing the other terms and conditions on its part herein contained shall peacefully possess and enjoy the Demised Premises and the other rights herein without interruption or interference from the LESSEE. The parties shall duly observe and perform the respective obligations herein contained and shall extend all their co-operation to enable the other to fulfill the terms and conditions and obligations on its part.
 15. The Sub LESSEE and its employees, students and authorized agents/guests will have the right to use main gate of My Floors 2 complex and the common area leading to the Demised Premises at all times (i.e. 24 hours unrestricted access) during the terms of the Sub Lease hereby created for all purposes connected with the Demised Premises.
 16. At the time of removing, refurnishing, decorating, installing any equipment, furniture, fixture, machinery, partition, false ceiling etc. as also for using demised Premises, the Sub LESSEE shall adhere to all fire safety Laws, Rules and procedure laid down by the local statutory authorities including the HUDA/DTCP Haryana. The SUB LESSEE shall

Voted.

Neeraj Verma

NEERAJ VERMA & ASSOCIATES
En. No.D-150/97(R) (Advocate)
Ch. No.1026, 10th Floor, Lawyers Chambers, 10
Block, Rohini Court, Delhi-110085
Mob. 9810762420, 8588835739

not make any permanent structural additions or alterations in the Demised Premises [without the written consent of the LESSEE. At the time of vacating the Premises, the Sub LESSEE shall reconstruct the partition wall (which was removed for creating class rooms/Laboratories) and washing area at the time of taking possession and hand over the building in the same condition as was originally handed over to Sub LESSEE].

17. The Sub LESSEE shall attend to all minor and regular repairs such as fuses, leakage of water taps etc along with maintenance of the demised premises at its own cost including major structural repairs such as, exterior white washing, leakage in the roof, any cracks in the walls or plastering, bursting of any electric cables or bursting or corroding of water pipes or sewerage.
18. That the Sub LESSEE shall use the three floors as Hostel / Mess / Recreational Activity room / hostel warden office / residential flat of the Demised premises for the purpose of running NIT Hostel. The Sub LESSEE shall not use the Demised premises for any other purpose which may or likely to cause nuisance or annoyance to the occupiers of other occupants staying on the Demised Premises. The Sub LESSEE shall be entitled to carry out reasonable minor alterations in the demised premises in terms of its infrastructural requirements of running an institute.
19. The Sub LESSEE shall be entitled to display name plates at appropriate space as may be agreed upon between the parties and shall maintain the Demised Premises at its own cost and expenses.
20. The Sub LESSEE has installed its own inverters for the demised premises. The Sub LESSEE shall be entitled to install window air conditioner in the building if the need be at the discretion of the Sub LESSEE.
21. If any addition or alteration in or about, or relating to the said entire building is required to be carried out as per instruction of the Government, Municipality or any statutory authority, the same shall be carried out by the LESSEE at its own expenses and the LESSEE shall give responsible notice to the Sub LESSEE and with minimum inconvenience caused to the Sub LESSEE and without disrupting the normal activities of the Sub LESSEE to which the Sub LESSEE shall have no objection.
22. During the operation of the lease period, the LESSEE will have the right and privilege to enter into the Demised Premises for inspection, repairs of any electric equipment of any nature and/or repairing, laying or relaying any electric cables, lines, water lines etc. which may be passing or are to pass through the Demised Premises and in the opinion of the LESSEE are required to be repaired or redone in the general interest and for proper use and enjoyment of the Demised Premises as well as for the structural stability of the Demised Premises. If the LESSEE finds it imperative to enter the Demised Premises they will do so by giving reasonable notice and carry out the repair/other works with the

Voted
Naveen
NEERAJ VERMA & ASSOCIATES
En. No. DQ 50/97(R) Advocate
Ch. No. 2026, 10th Floor, Lawyers Chambers
Block, Rohini Court, Delhi-110085
Mob. 9810762420, 8588835739

minimum inconvenience caused to the Sub LESSEE and without disrupting the normal activities of the Sub LESSEE. This would however be carried out in such a manner and within such timings without dislocating the functioning of the office of the Sub LESSEE and with the minimum inconvenience caused to the Sub LESSEE, and the LESSEE shall be liable for all expenses and charges for any 'major' repair', restoration and cleaning in that regard.

23. The LESSOR shall ensure that there is adequate water supply for the Demised Premises at all times.
24. The LESSEE has to provide sufficient electric power load and main distribution panel for the Demised Premises. If a higher load is required, the LESSEE will provide full co-operation to the Sub LESSEE to obtain increased power from the concerned authorities at the LESSEE's cost. It is made clear that all wiring, switch gear etc. so installed will at the end of the term, become part and parcel of the demised Premises and will be restored to the LESSEE. Deposits, if any made by the LESSEE with the concerned local authorities will, however, reimbursed by the LESSOR to the LESSEE so that the benefit of the deposit can henceforth continue to be available to the LESSOR.
25. If the LESSEE at any time during the period of this lease or extended period thereof, transfers their right in the Demised premises as whole or in any part or parts thereof to anyone person or more than one person, then in that event the LESSEE shall intimate the Sub LESSEE and attorn the Sub LESSEE to such transferee on the same terms and conditions as are contained herein. All of LESSEE'S rights and obligations under this Sub lease shall be transferred to the new owner during the pendency of this agreement. All of Sub LESSEE's rights shall remain undisturbed and whole under this lease with new owner, assignee, successor or lender. A letter shall be issued by LESSEE from the prospective new owner in favor of the Sub LESSEE confirming that the terms herein agreed to shall be binding on the new owner and the new owner will also acknowledge the receipt of all such amounts including outstanding, if any, in as much as it remains unadjusted whose benefit shall also be transferred to the new owner and all adjustments shall be made accordingly.
26. The LESSEE hereby agree and undertakes to indemnify and save harmless the Sub LESSEE, its official(s), employee(s), agent(s), visitor(s)/guest(s) (who has legitimate business with the Sub LESSEE) in respect of any action or objection by any person or authority regarding the use and occupation by the Sub LESSEE of the Demised Premises and facilities comprised therein and against any claims, demands, penalties, losses or damages, whatsoever that may be occasioned thereby or any hindrances or obstructions being caused in the quiet and peaceful enjoyment by the Sub LESSEE of the Demised Premises. The LESSEE also undertakes to indemnify the Sub LESSEE for any payments or penalties that the Sub LESSEE may have to make for reasons attributable to the LESSEE.

Neeraj Verma
08-2015
NEERAJ VERMA & ASSOCIATES
En. No. D-150/97(R) Advocate
Ch. No. 1026, 10th Floor, Lawyers Chambers
Block, Rohini Court, Delhi-110085
Mob. 9810762420, 8588835739

27. Any notice in terms of this Lease by either party, will be given at the address stated below by Registered A.D. Post and email unless a different address has been intimated in writing against receipt. Upon the receipt of any notice, order, direction or any other thing from the competent authority including the notices affecting the rates, taxes, or other outgoing in respect of the Demised Premises payable in whole or in part by the LESSEE, the Sub LESSEE shall immediately deliver a copy of it to the LESSEE.
28. If applicable, the service tax shall also to be paid by the Sub LESSEE. (Presently, the rate of service tax will be charged as per actual on the monthly rent).
29. Any delay or indulgence by the LESSEE hereto in enforcing terms of this Sub Lease or any forbearance to the Sub LESSEE shall not be considered as waiver on the part of the LESSEE of any breach or non-compliance any of the terms and conditions of this Lease by the Sub LESSEE nor shall the same in any manner prejudice the rights of the LESSEE.
30. (a) That the Demised Premises shall be used by the Sub LESSEE for themselves and the Sub LESSEE shall not assign, sublet or in any manner part with possession of Demised Premises or any part thereof.
(b) The Sub LESSEE shall not make any permanent structural or other major changes or major alteration in or to the Demised Premises or in part thereof or any manner do something which is in contravention of the rules and regulations as may be prevalent in respect of the Demised Premises from time to time subject to clause 15.
31. The LESSEE and the Sub LESSEE agree that they will first attempt to resolve any dispute regarding this lease through mutual consultation. However, if such consultations do not result in satisfaction to either party within thirty (30) days after one party has given written notice to the other to commence such consultations, then either party may refer the dispute to arbitration. The terms of lease shall be construed in accordance with the laws of India. Any dispute, controversy or claim arising out of or relating to this lease, or breach, termination or invalidity thereof shall be settled by Arbitration in accordance with provisions of The Arbitration and Conciliation Act, 1996, as amended or modified from time to time or any statutory replacement thereof. The seat of the arbitration proceedings shall be at New Delhi. The arbitration proceedings shall be conducted by a sole arbitrator appointed jointly by the parties and the fees thereof shall be divided equally between them.
- a. The arbitrator shall refer to the English text of this document, which is the only official text, and all proceedings shall be conducted in English.
- b. The venue of arbitration shall be at New Delhi
32. LESSEE accepts full and sole responsibility for the payment of taxes, fees, and other charges of a public nature, which are or may be assessed against the premises whether in connection with the rental payments under this lease or others.
33. LESSOR agrees to commence, carry out and complete emergency repairs pertaining to essential services within 48 hours.

Voted
Neeraj Verma

NEERAJ VERMA & ASSOCIATES
Enr No. D-150/97(R) Advocate
Ch. No. 1026, 10th Floor, Lawyers Chambers
Block, Rohini Court, Delhi-110085
Mob 9810762420, 8588835739

34. This Sub lease cancels/ supersedes all other agreements which the parties may have previously entered into which related in any way to the Demised Premised and this Sub Lease constitutes the entire understanding of the Parties. Oral discussions and representations made during the negotiation of this Sub Lease shall not be constructed to be terms of this Sub Lease. Any changes, variation, or modification of the terms of this Sub Lease shall not be valid unless made in writing and signed by both the parties hereto.

If any provision of this Sub Lease or the application of any such provision to any person or circumstances shall be held invalid, illegal or unenforceable in any respect, by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with the applicable law, and its modified form, such provision shall then be enforceable and enforced

35. Preservation of Immunities: Nothing herein shall constitute or be considered to be a limitation upon or a waiver of the privileges and immunities of the NIT Delhi, or any member of the NIT Delhi, which are specifically reserved.

36. The LESSEE shall retain the original Lease Deed and its duplicate copy shall be retained by the Sub LESSEE.

IN WITNESS WHEREOF the parties hereto have executed this Sub Lease Deed on the 01st day, August month and year 2015 first above written in the presence of following witnesses.

SIGNED AND DELIVERED by the
Within named LESSEE
TDI Infrastructure Ltd.

SIGNED AND DELIVERED by the
Within named Sub LESSEE
National Institute of Technology Delhi
Through its Director.

WITNESSES

1.

2.

Neeraj Verma
20-08-2015
NEERAJ VERMA & ASSOCIATES
En. No.D-150/97(R) Advocate
Ch. No.1026, 10th Floor, Lawyers Chambers
Block, Rohini Court, Delhi-110085
Mob. 9810762420, 8588835739