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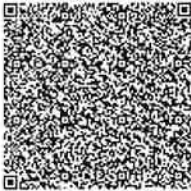
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No.	: IN-DL26680278015703U
Certificate Issued Date	: 06-Dec-2022 10:48 AM
Account Reference	: IMPACC (SH)/ dlshimp17/ DWARKA/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDLSHIMP1728595404446219U
Purchased by	: NIELIT
Description of Document	: Article 35(iii) Lease upto 10 years
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: IETE
Second Party	: NIELIT
Stamp Duty Paid By	: NIELIT
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

IN-DL26680278015703U

DEED OF LEASE

This Deed of Lease (hereinafter referred to as "Deed") is made at New Delhi and executed and entered on 08th December 2022;

BY AND BETWEEN

The Institution of Electronics and Telecommunication Engineers (IETE), a society formed and registered under the Societies Act, 1860 (bearing registration No S-687

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

of 1953-54), having its registered office at No. 2, Institutional Area, Lodi Road, New Delhi - 110 003 and having its IETE Delhi Centre at 16/1-2, Institutional Area, Pankha Road, Janakpuri, New Delhi-110058 through its Honorary Secretary/ Chairman, IETE Delhi Centre, acting through its authorised signatory vide its Byelaws No. 62 dated 06 Dec 2015 which expression shall, unless repugnant to the subject and/or context hereof, shall mean and include its successors, administrators, nominated and legal assigns of the First Part, hereinafter referred to as **LESSOR**.

AND

The National Institute of Electronics & Information Technology (NIELIT), (erstwhile DOEACC Society), an Autonomous Scientific Society under the administrative control of the Ministry of Electronics & Information Technology (MeitY), Government of India, was set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT), and having its registered office at NIELIT Bhawan, Plot No 3, PSP Pocket, Institutional Area, Sector 8, Dwarka, South West Delhi - 110 077, for performing its functions acting through its signatory Shri Ram Prakash Pandey, Registrar, which expression shall, unless repugnant to the subject and/or context hereof, shall mean and include its successors, administrators, nominated and legal assigns, of the Second Part, hereinafter referred to as **LESSEE**.

(The **LESSOR** and the **LESSEE** are hereinafter collectively referred to as "**Parties**" and individually as "**Party**").

WHEREAS the **LESSOR** has represented to the **LESSEE** that the **LESSOR** was placed in sole and absolute possession of the property and is the owner of the land and the building thereon, bearing No. **16/1-2, Institutional Area, Pankha Road, Janakpuri, New Delhi-110058** and is therefore sufficiently entitled to such land and premises and whereas the **LESSOR** is seized and possessed absolutely of inter-alia, the vacant area comprising at Basement floor 5067.23 square feet, comprising at First Floor 4856.88 square feet and comprising at Second Floor 5786.19 square feet, admeasuring total 15,710 square feet (rounded to nearest 0) of the built-up area situated at No. **16/1-2, Institutional Area, Pankha Road, Janakpuri, New Delhi-110058**, as more fully and more particularly described, delineated and marked in red in the plan annexed as Schedule I to this Lease Agreement, hereinafter called a "**scheduled premises**". Ground Floor of the premise will be used by the **LESSOR** for their own official use.

AND WHEREAS the **LESSOR** is the absolute owner and is in vacant and peaceful possession of the scheduled premises and is entitled to and has good right and absolute authority to give the scheduled premises on lease.

AND WHEREAS the **LESSOR** has represented and assured that the scheduled premises is free from all kinds of charges, encumbrances, litigation, disputes, attachments, minor's share, HUF, liens, and/or any other legal defects.

AND WHEREAS the **LESSEE**, based on the representations made by the **LESSOR**, that the **LESSEE** is engaged both in Formal & Non-Formal Education in the area of IECT besides the development of industry-oriented quality education and training programmes in the state-of-the-art areas. **LESSEE** has endeavoured to establish standards to be the country's premier institution for Examination and Certification



in the field of IECT. **LESSEE** is also one of the National Examination Body, which accredits institutes/organizations for conducting courses in IT in the non-formal sector and is engaged in providing professional services in the areas of Information and Electronics Technology (IET), Education, Total IT Solution and undertaking various Turnkey Projects in the field of IT including Education, Examinations, e-Content development, large scale data capturing & data processing and is interested in taking on lease the scheduled premises for expanding its area of operation, to establish and operate its training labs and to establish and run their offices from the scheduled premises and has agreed to take on lease and possession of the scheduled premises for its operations and the **LESSOR** has agreed to give on lease the scheduled premises to the **LESSEE** under certain terms and conditions as recorded hereunder.

NOW THIS DEED OF LEASE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. LEASE

- (a) In consideration of the Rent (defined below) herein reserved and to be paid by the **LESSEE** and on the terms, covenants and conditions contained herein and to be observed and performed by the Parties, the **LESSOR** gives on lease to the **LESSEE** and the **LESSEE** takes on lease from the **LESSOR** for its exclusive and absolute enjoyment, use and possession the scheduled premises together with all appurtenant rights vested in the scheduled premises such as but not limited to the entrance, floor passage, parking areas, common amenities, passages and access to the scheduled premises thereto.
- (b) The **LESSEE** undertakes to the **LESSOR** that the **LESSEE** shall use the scheduled premises to carry out only lawful activities. The **LESSEE** also undertakes to the **LESSOR** that the **LESSEE** shall use the scheduled premises for its functions dedicated and shall not assign, sublet/sublease the premises to any other third party.



2. RENT & ALLIED CHARGES

- (a) The **LESSEE** shall pay the following rent and allied charges for the scheduled premises to the **LESSOR** with effect from the date of production and submission of all statutory clearances (Fire, Lift, Electricity, Water, Taxes etc.) of the scheduled premises to the satisfaction of the **LESSEE**.



SCHEDULE OF PROPERTY AND RENT OF GROUND/FIRST/SECOND/THIRD FLOORS
(IETE KARKARDOOMA BUILDING)

- | | | | |
|----|--|---|----------------------|
| 1. | Rent Per Square Foot | : | Rs 50.00 p.m. |
| 2. | Rent for 15,710 square Feet. x Rs 50/- | : | Rs. 7,85,500.00 p.m. |
| | | | ----- |
| | Total rent | : | Rs. 7,85,500.00 p.m. |
| | | | ----- |
3. Other charges:-
- | | | | |
|-------|---------------------------|---|--|
| (i) | Security services charges | : | As per actuals/ LESSEE arrangements |
| (ii) | Maintenance charges | : | As and when required and to be done from LESSEE end from time to time of scheduled premises. |
| (iii) | Electricity charges | : | As per actuals
(for which a separate sub-meter to be installed on the ground floor for the use of LESSOR) |
| (iv) | Water & sewerage charges | : | As per actuals |
| (v) | Lift AMC & maintenance | : | As per actuals/ LESSEE arrangements |
| (v) | DG Set AMC & maintenance | : | As per actuals/ LESSEE arrangements |
| (vii) | Parking area charges | : | NIL |
4. Rent and parking charges amounting to a total of Rs. 7,85,500.00 (Rupees Seven Lacs Eighty-Five Thousand Five Hundred Only) plus the Goods and Service Tax (GST) as per applicable rates per month exclusive of maintenance charges shall be paid in advance by 7th of each month by the **LESSEE** from the Rent Commencement Date subject to submission of a tax compliant invoice for the same along with the relevant supporting documents by the 1st of the respective month for which the Rent is due. It is hereby agreed that the Rent and all other payments contemplated under the Deed shall be paid by the **LESSEE**, subject to deduction of TDS in accordance with the provisions of the Income Tax Act, 1961 and any statutory amendments and/or modifications thereto and any other statutory deductions, as may be required by law.
5. Maintenance charges payable with the Rent by the **LESSEE** every month shall include electrical gadgets for the scheduled premises and the common areas thereto, electricity charges for the common area.

3. TENURE OF LEASE, RENEWAL & ESCALATION

- (a) The tenure of the lease hereunder shall be initially for a period of 05 years commencing from 1st January 2023 and it can be renewed thereafter for future by mutual consent of the LESSOR and LESSEE herein for further consecutive periods of 03 years or more as may be mutually agreed upon between LESSOR and LESSEE, provided the LESSEE intimates in writing its intention to do so at least 3 (three) months in advance before the expiry of the lease period. The Parties hereto agree that the rent shall escalate every year @5% only after three years from the date of commencement of the lease.
- (b) The English calendar month shall be considered for computing the tenure of this Deed.
- (c) In the event of this Deed being renewed consequent to the expiry of the tenure of this Deed due to efflux of time, the Parties herein may mutually agree to renew the same under the mutually agreed terms and conditions by executing a fresh lease deed for the renewal term. In the event Parties do not wish to renew the Deed as provided hereinabove, the Deed of the scheduled premises in favour of the LESSEE shall stand terminated at the expiry of the initial Lease Term.
- (d) In case of renewal of the Deed, it is agreed by the Parties that there shall be no Lock-in Period (as defined below) applicable for the such renewal term and the LESSEE will be allowed to terminate the new lease deed executed for the scheduled premises, by providing a prior written notice of ninety (90) days or Rent in lieu of such notice period. It is clarified that there shall be no increase in RSD (as defined below) during any renewal term.

4. INSURANCE

- (a) The LESSOR shall at all times maintain and keep in force, at its own cost a comprehensive insurance policy, insuring the entire building, infrastructure and fit-outs installed by the LESSOR with a reputable insurance company, to cover and protect any loss and damage due to natural disasters, against riots, terrorism, fire, natural calamities like earthquake, flood, storm, or any reasonably foreseeable accident or electrical short-circuiting or any other irresistible force or an act of God causing damage to the scheduled premises and the building where the scheduled premises is situated or any other assets of the LESSOR provided to the LESSEE. etc.
- (b) LESSOR shall promptly pay insurance premiums and shall ensure that the policies are valid and subsisting during the Lease Term. LESSOR shall furnish evidence of such insurance policies (which may be via a certificate of insurance) to the LESSEE on request in writing within 15 (fifteen) days of receipt of the request.



- (c) The **LESSEE** shall be responsible to take the insurance for the furniture and fixtures so installed by it in the scheduled premises.

5. SECURITY DEPOSIT

- (a) The **LESSEE** shall pay the Security Deposit towards Refundable Security Deposit ("**RSD**") by way of a Fixed Deposit pledged in favour of **LESSOR**, equal to three-month rent amounting to Rs. 23,56,500/- (Rupees Twenty-Three Lacs Fifty-Six Thousand Five only), within a period of 10 days from the date of possession of schedule premises. The Security Deposit shall be valid for the entire period of this Deed plus an additional 02 months beyond the Deed period and any applicable extension period as may be required on mutually agreed terms. The security Deposit will be refunded after the expiry of 02 months of the Deed.
- (b) The **LESSOR** agrees that the **LESSOR** shall refund the **RSD** along with any other deposits paid by the **LESSEE** either to the **LESSOR** or on behalf of the **LESSOR** (collectively called deposit/s), without interest to the **LESSEE** simultaneously and concurrently upon **LESSEE** surrendering the vacant possession of the scheduled premises to the **LESSOR** on the determination of this lease for any reason whatsoever after adjusting the undisputed rent arrears & other dues, if any to the telephone department, electricity department, maintenance charges payable to building society, etc. Any deductions made by the **LESSOR** from the **RSD** before the refund of the same to the **LESSEE** shall be duly provided in writing to the **LESSEE**. This is without prejudice to any rights and remedies, that the **LESSEE** has and may resort to for recovery of **RSD** and any other deposit along with the interest. The **LESSOR** shall examine the scheduled premises for any damage to the scheduled premises, however, reasonable normal wear and tear and Force Majeure (define below) shall be excepted by the **LESSOR**. Any substantial/structural damages caused due to any wilful negligence of the **LESSEE** shall be brought to the notice of the **LESSEE**, and damages shall be recovered as mutually agreed between the Parties from the **RSD** on fair value agreed between the Parties. In the event Parties are unable to reach an agreement on the fair value of the damages caused to the scheduled premises, the damages as calculated by an independent engineer shall be considered final. Any deductions for such aforesaid substantial/structural damage made by the **LESSOR** from **RSD** before the refund of the same to the **LESSEE** shall be duly provided in writing, by the **LESSOR** to the **LESSEE**.

6. LESSORS COVENANTS, INDEMNITY WITH THE LESSEE

- (a) The **LESSOR** represents and warrants to the **LESSEE** that it is the lawfully seized and possessed of and the absolute lawful owner of the scheduled premises with full and absolute authority to enter into this Deed in relation to the said scheduled premises on the terms and conditions contained in this Deed.
- (b) The **LESSOR** represents and warrants that the scheduled premises are built as per specifications and comply with all laws, regulations and



norms of the municipality/corporation or any other local/ state / central statutory regulations as may apply to the scheduled premises, its construction and commercial usage.

- (c) The **LESSOR** also represents and warrants that there are no court orders, mortgages, charges, liens, encumbrances, proceedings or awards whereby the **LESSEE** is prevented or restrained from taking possession of the scheduled premises or the **LESSOR** is prevented from entering into this Deed.
- (d) The **LESSOR**, unless specified otherwise, shall regularly pay all past/present/future property/municipality/corporation, urban land taxes, Municipal Corporation property taxes, levies, annual and onetime commercial charges (all past/present/future), cesses & duties etc., payable under any applicable laws, rules and regulations as applicable in force from time to time and payable in respect of the aforementioned scheduled premises directly to the appropriate authority, as so required for seeking fresh approval/permission in future.
- (e) The **LESSEE** shall be at liberty to fix, erect in or upon or fasten to the scheduled premises, any fixtures, fittings such as screens, partitions, pantry, plants, shelves, lockets, electrical fittings, lights and fans and other equipment, install telephone extension wiring, computer cabling, CCTVs, IT equipment, parts and LAN cabling, wire managers etc., without affecting the permanent structure of the scheduled premises and remove the same, without the prior permission of the **LESSOR**, but at least with advance information to the **LESSOR**, provided the permission, if any required thereof from any authorities is obtained by the **LESSEE** before installation. The **LESSEE** agrees to remove all such additional items erected by the **LESSEE** at the time of handing over the vacant possession of the scheduled premises back to the **LESSOR** and make good the scheduled premises, as feasible, in the fashion in which the scheduled premises was handed over by the **LESSOR** to the **LESSEE**, subject to normal wear and tear.
- (f) The **LESSOR** shall observe all the duties and conditions that any prudent owner shall carry out and perform and shall keep the scheduled premises free from all attachments, claims and demands inclusive of attachments from municipal/local/statutory authorities. The **LESSOR** shall comply with all applicable laws, rules and regulations relating to the title of the property/premises or any regulations relating to the construction of the scheduled premises including commercial usage license and shall indemnify the **LESSEE** against any adverse consequences arising out of non-compliance. The **LESSOR** shall examine the property, and any substantial damage to the property, if caused due to wilful misuse or negligence of the **LESSEE**, shall be recovered from the Security Deposit on Fair Value.
- (g) The **LESSOR** agrees to indemnify and keep the **LESSEE** indemnified against all claims/attachments, demands, litigations, losses, expenses, charges, proceedings or damages including the infrastructure cost spent by the **LESSEE** in setting up its office at the scheduled premises



and consequent relocation in respect thereof that the **LESSEE** may suffer or incur on account of any claims arising out of the **LESSOR's** title to the scheduled premises or due to any breach of any terms of this Deed or if any representation is found to be untrue or false, whether contained in this Deed or the recital thereafter.

- (h) The **LESSOR** hereby agrees and acknowledges that it shall have no objection to the free ingress and egress of any authorised person(s), visitors, employees, staff, officials, or guests of the **LESSEE** from entering/approaching the scheduled premises without any restrictions for Twenty-four (24) hours in a day, seven (7) days a week without any obstruction from the **LESSOR**.
- (i) It is agreed that so long as the **LESSEE** complies with its obligations in terms of this Deed without any breach, the **LESSEE** shall peacefully possess and enjoy the scheduled premises without any disturbance from the **LESSOR** or its servants, agents and anybody claiming through or under the **LESSOR**. Breach or violation of any conditions of this Deed shall be duly intimated by the **LESSOR** to the **LESSEE**, with adequate opportunity for taking remedial measures for such breach/violations.
- (j) The **LESSOR** shall be entitled to transfer, sell or dispose of or alienate the scheduled premises in any manner or enter into any arrangement without affecting the rights of the **LESSEE** or the carrying on of the business by the **LESSEE**. The **LESSOR** shall incorporate the existence of this Deed in the new sale agreement with the future purchaser/owner/transferee and ensure that this Deed is legally binding on the purchaser/transferee such that the interests of the **LESSEE** are protected. The **LESSOR** shall ensure at its cost that all rights of the **LESSEE** are protected and documents amended including getting acknowledgement from the purchaser/ transferee to abide by the Deed, acknowledgement and transfer of all deposits to ensure refund of the same at the time of termination as stipulated above. Any cost that may be incurred in this regard shall be borne solely by the **LESSOR**.
- (k) All major/minor repairs to the scheduled premises including colour washing/painting as identified by **LESSEE** before taking possession of the scheduled premises shall be carried out by the **LESSOR** at its own cost. The **LESSOR** shall further ensure that the common areas and other common facilities and amenities are maintained by the building society and/or the **LESSOR** during the tenure of this Deed and shall keep the common areas in a neat and clean condition at all times during the term of this Deed. After taking possession of the scheduled premises, the **LESSEE** shall take care of all the minor maintenance works at its own cost except structural repairs, damages, alterations, renovations etc. The major repairs shall be attended to by the **LESSOR** at their own cost. If the **LESSOR** is constrained to take care of any major or substantial repairs, the **LESSEE** shall carry out the same at its own cost with mutual consent of the **LESSOR** and claim the same as reimbursement from the **LESSOR** or deduct the same from the Rent. **LESSEE**, at the time of handing over the scheduled premise at the end of this Deed, shall make all reasonable efforts to handover the



scheduled premises in the same condition, (subject to normal wear and tear and Force Majeure) in which it is handed over to the **LESSEE** including carrying out minor repairs, painting/colouring, cleaning, etc subject to normal wear and tear and Force Majeure

- (l) In case of any incorrect or incomplete information furnished or in the event of non-compliance or lack of timely compliance on behalf of the **LESSOR**, because of which input tax credit is not available or demand is raised on **LESSEE** by the tax /GST authorities, the **LESSOR** shall be immediately liable to pay the tax/GST and applicable levies including but not limited to interest, penalty and associated litigation cost etc.
- (m) The **LESSOR** shall pay all applicable taxes, rates and duties and other statutory dues, corporation taxes, real taxes, municipality and industrial corporation taxes and charges in respect of the Scheduled Premises to keep the Scheduled Premises free from any dues.
- (n) Any equipment or infrastructure mandatorily required under any fire safety norms shall be provided and maintained always in good condition by the **LESSOR**.
- (o) The **LESSEE** is allowed to park vehicles of its staff and user departments inside the Scheduled Premises.

7. ELECTRICITY LOAD, DG SETS, SIGNAGE, SECURITY AND MAINTENANCE

- (a) The **LESSEE** shall pay upon submission of the tax compliance invoice along with relevant supporting documents, the electricity charges, from the date of taking possession of the property, maintenance of DG SET, signage and all the maintenance of the building.
- (b) The present electricity load sanctioned for the Premises is 45kVA and the proportionate load will be provided by the **LESSOR** to the **LESSEE** for the rentable area at scheduled Premises, at the rates being charged by the BSES Rajdhani Pvt Ltd. A Debit Note for the proportionate use of electricity for the area occupied by the **LESSEE** shall be raised by the **LESSOR** and the same shall be paid by the **LESSEE** within 07 days from the date of receipt of the Debit Note from the **LESSOR**. The payment of Electricity charges payable after the effective date in respect of the Scheduled Premises shall be paid by **LESSOR** directly to Electricity Department at actuals. Any penalty or surcharge for the reason of delay due to **LESSEE** in the payment of the Electricity Charges bills during the tenure of this Agreement shall be payable by the **LESSEE** on the proportionate bill amount. In the event that the **LESSEE** requests further enhancement in the electricity load for the Scheduled Premises, the **LESSOR** shall make the necessary applications to the Electricity Department for sanction of the enhanced load, subject, however, to the condition that reasonable notice is given of this requirement by the **LESSEE** to the **LESSOR** and further subject to the maximum capacity of the Transformer. Upon receipt of authorization from the **LESSOR**, the **LESSEE** shall follow up for sanction of the



enhanced load from the BSES Rajdhani Pvt Ltd and all costs incurred in relation thereto shall be borne by the **LESSEE**.

- (c) The **LESSEE** is allowed to put up appropriate sign boards, with the knowledge of the **LESSOR** at the Scheduled Premises displaying the identity of the **LESSEE**, in line with aesthetics of the **LESSOR** adjoining properties and as per Government Guidelines not violating any law in this regard. The **LESSOR** can also display its signboards anywhere outside the building area or on the premises.
- (d) The **LESSEE** shall be entitled to install, a dish antenna for their telecommunication/network facility and also install sign boards on the common building directory in which the scheduled premises is situated at no extra cost without any objections from the **LESSOR**. The **LESSOR** shall permit the **LESSEE** to install other equipment, such as air-conditioning units, RO facilities, scrubber units etc. without any additional costs. The **LESSEE** will keep informed the **LESSOR** of such installations.
- (e) The **LESSEE** shall be responsible for the internal & external security of hired space of the Scheduled Premises. The **LESSEE** shall ensure that proper discipline is maintained on the premises. The security staff of the **LESSEE** shall control the ingress and egress of NIELIT Staff and NIELIT Students only to the Scheduled Premises. The security staff of the **LESSEE** will not interfere with the ingress and egress of IETE Staff, Corporate Members & Students to the Scheduled Premises. Security of all equipment of **LESSEE** & other material movements etc shall be the responsibility of the **LESSEE**.
- (f) The **LESSEE** shall be responsible for the complete maintenance of the rentable Premises, including manpower and expenses on the security of the Premises, External housekeeping, landscaping, repairs and maintenance of the Electricity installations, Air Conditioners (which are owned by the **LESSOR** and installed in the rented space), common areas, lawns and approaches to the Demised Premise including replacement of the consumables such as tube-lights, general wear and tear items etc. In case of any defect or deficiency, the **LESSEE** shall within a period of 72 hours, repair and remove all such defects and deficiencies at its own cost.

8. COVENANTS OF THE LESSEE

- (a) That the **LESSEE** shall permit the **LESSOR** or its other duly authorised agent or agents to enter the premises at all convenient times for periodical inspection of the same and to carry out any necessary repair, after giving reasonable notice of not less than 5 (Five) working days to the **LESSEE**. The **LESSOR** shall undertake best efforts to ensure that it does not cause any disturbance to the **LESSEE'S** operations during such inspection and/or repair.
- (b) That the **LESSEE** on termination of this Deed and after receipt of the RSD, including any other deposits, if so made, shall hand over vacant



possession of the scheduled premises to the **LESSOR**, in good condition, subject to usual wear and tear That the **LESSEE** shall maintain the scheduled premises throughout, in good and proper condition at their own cost and expenses subject to normal wear and tear and Force Majeure.

- (c) That the **LESSEE** shall use the scheduled premises only for the lawful possession of their office and related activities and not for any other purpose.
- (d) That the **LESSEE** shall not assign, sub-let / sublease or allow use and occupation of the scheduled premises or any part thereof to any other Third Party.
- (e) That the **LESSEE** shall hand over the peaceful, vacant and physical possession of the Scheduled Premises to the **LESSOR** upon expiry of the present lease, by efflux of time or early termination of the same, in good state and condition. The **LESSEE** shall clear all pending dues of rent and electricity before handing over the possession. In case the **LESSOR** claims any cost due to breakage or damage to the Scheduled Premises, details thereof shall be provided to the **LESSEE** before taking possession for necessary rectifications by the **LESSEE**.
- (f) The **LESSEE** will follow all fire-safety norms in the Scheduled Premises.
- (g) The **LESSEE** will have to ensure that Peak load restrictions, imposed by Electricity Department from time to time are followed by the **LESSEE** and in such periods, Generators are used, unless such Peak Load restrictions are exempted upon application by the **LESSOR** to BSES Rajdhani Pvt. Ltd., upon request by the **LESSEE**.
- (h) The **LESSEE** shall keep the Scheduled Premises in tenable and proper condition and shall not damage the Scheduled Premises. The **LESSEE** shall maintain the Scheduled Premises in their proper condition and take all reasonable precautions against any damages thereto, including but not limited to taking out adequate insurance policies for the **LESSEE**'s equipment, fittings and fixtures installed, and the merchandise displayed/stored in the Scheduled Premises at the **LESSEE**'s own cost. The **LESSEE** will keep the interior of the premises, including all windows, doors, fixtures, walls, pipes, and other appurtenances, in good and substantial condition, and will exercise all reasonable care in the use of the Scheduled Premises as necessary for the preservation of the property and shall on termination of the lease return the Scheduled Premises to the **LESSOR** in the same condition as it existed at the time of taking over. Any breakages of glass etc. will be got repaired/replaced by the **LESSEE**. Any alteration or changes permanent or structural; to the premises shall only be done after written permission of the **LESSOR**, however, any additions and/or alterations not resulting in any structural changes can be made by the **LESSEE**.



- (i) The **LESSEE** shall not keep or store in or around the Scheduled Premises any goods, articles or things that are hazardous, inflammable or explosive in nature or carry out such activities as may endanger the infrastructure, and shall not use the Scheduled Premises for any illegal purpose. Provided however the **LESSEE** can store Fuel (Diesel etc. as applicable) required for running the generator sets only in the storage tanks after written permission of the **LESSOR** for the specified area. The **LESSEE** has to obtain the necessary permission under the relevant law from the Competent Authority on behalf of the **LESSOR**.
- (j) The usage of the Generator set shall be permitted to the **LESSOR** on free of cost basis in lieu of capital expenditure.
- (k) The **LESSEE** shall pay, from the Effective Date, charges for the consumption of water as per the bills received against the meters provided for that purpose in respect of the Scheduled Premises.

9. **FORCE MAJEURE**

- (a) For this Deed, "**Force Majeure**" means an event beyond the control of **LESSOR** or **LESSEE**, which compels the **LESSEE** to vacate the scheduled premises or prevents the **LESSEE** from absolute possession and enjoyment of the scheduled premises, as stipulated herein, including but not limited to:
 - (i) Act of God (such as but not limited to, fires, explosions, earthquakes, drought, tidal waves, floods, pandemics, epidemics, viruses and infections,);
 - (ii) War, (declared or undeclared), or any law or regulation of any Government or local authority, or any act explosion, tempest, flood, lightning, violence, hostilities (whether war be declared or not), invasion, the act of foreign enemies, mobilisation, requisition, or embargo by foreign countries;
 - (iii) Rebellion, revolution, insurrection, military or usurped power, or civil war;
 - (iv) Riot, commotion, strikes, go-slows, lock outs or disorder unless solely restricted to employees of the service provider or his subcontractors; or
 - (v) Acts or threats of terrorism, accident, sabotage, strikes, eminent domain (or other similar casualties or accidents).
 - (vi) On receipt of directions from the Statutory Authority of the Govt.
- (b) If the event of the occurrence of any of the above Force Majeure events, **LESSOR** and the **LESSEE** may, after mutual discussions, decide that the operation of this Deed may be suspended, subject to necessary actions including but not limited to repairs, restoration etc. which may



be required to be undertaken by the **LESSOR** to render, restore the scheduled premises fit for purposes of use by the **LESSEE**, as stipulated in this Deed. However, if the **LESSOR** is not able to repair, or restore the scheduled premises within a reasonable time of being informed in writing by the **LESSEE**, **LESSEE** shall have the right to terminate this Deed with immediate effect. Under such event, the **LESSEE** shall be entitled to an immediate refund of RSD, advance rent or any advance payments, monies which have been paid by the **LESSEE** to the **LESSOR** but have not been apportioned for the scheduled premises.

10. TERMINATION

There shall be a lock-in period of one (1) year from the Lease Commencement Date ("**Lock-in Period**") and the Deed cannot be terminated by either of the Party during the Lock-in Period however if the **LESSEE** is compelled to vacate the scheduled premises due to any substantial error, omission or breach of material terms and conditions of this Deed, by the **LESSOR** or due to Force Majeure, the **LESSEE** shall be entitled to a full refund of the RSD after deducting the rent and allied charges payable by the **LESSEE** for the period the **LESSEE** is in possession of the scheduled premises.

Subject to the above-mentioned Lock-in Period, the lease of the scheduled premises shall be determined due to the following reasons:

- (i) by efflux of time but not before the expiry of the Lock-in Period.
- (ii) by mutual consent, subject to adequate time for the **LESSEE** to move its official operations to other suitable premises if so requested.
- (iii) by default, committed by the **LESSEE** in payment of the monthly rent consecutively for a period of 3 months.
- (iv) by ninety (90) days advance written notice (after the expiry of the Lock-in Period) given by **either Party** communicating its intention to terminate this Deed.
- (v) for breach of any covenants/representation by **either Party**, after giving thirty (30) days prior written notice to the other Party to rectify the such breach and the other Party is unable to rectify the breach within the said period.
- (vi) Upon happening of natural calamities /acts of god which might render the continuous lease of the scheduled premises impossible as provided in Clause 9 above.

11. PARKING FACILITY

The **LESSEE** shall be entitled to use the parking area.

12. AMENDMENTS, NOTICES



- (a) The Parties herein reserve the right to alter, modify, extend and renew the terms and conditions of this Deed by mutual consent made in writing.
- (b) Any / all writings, written, communications, correspondences, agreements, memorandum of understanding or contractual transactions having a direct or indirect impact, effect, bearing or influence on the agreed terms and conditions of this Deed shall be deemed to be and construed as the extension of the terms and conditions agreed between the Parties in furtherance of this Deed.
- (c) All notices, consents or the like required or permitted to be given under this Deed shall not be binding unless in writing and may be sent to the Parties to be notified by registered AD post / or delivered by hand / SPEED POST and electronic mail at the address as set out hereinabove or notified in writing in accordance with this clause.

13. JURISDICTION, GOVERNING LAW & COUNTERPARTS

- a) This Deed has been accepted and executed at Delhi and all covenants, terms and conditions hereof including payments shall be observed and performed at Delhi, the place mentioned in Annexure I to this Deed and as such only the Courts at Delhi shall have exclusive jurisdiction over any matter arising out of or concerning this Deed.
- b) Two original documents of this Deed have been prepared, one to be retained by each Party. The original documents of this Deed are being signed and executed on a stamp paper of value as is required under the prevalent law applicable in the NCT of Delhi. All expenses pertaining to the registration of this Deed, if any, shall be borne equally by both parties.
- c) In the event of any difference or dispute arising between the LESSOR and LESSEE in connection with or concerning the observance of the terms and conditions or interpretation thereof, the same shall be referred to the arbitrator jointly appointed by The Secretary General, IETE New Delhi and Director General, NIELIT, New Delhi. The parties hereto shall not object that the arbitrator so appointed had to deal with the matters to which this Deed relates and that in course of his duties and functions he had expressed the view on all the matters in dispute or difference. The Arbitrator appointed should preferably be the serving/retired officer from Technical/Administrative Services. The decision of the Arbitrator appointed for the said purpose shall be final and binding on the parties hereto. The Arbitration and Conciliation Act, 1996 and the Rules framed there under shall apply to the parties hereto. The fees/expenses incurred on arbitration proceedings shall be borne equally by both parties.
- d) Save as aforesaid, the Courts at Delhi under the jurisdiction of the High Court of Delhi shall have the jurisdiction.



14. AUTHORITY OF PARTIES

Each of the Parties hereto hereby represents to each other that the person signing this Deed on behalf of the concerned Party has full and complete authority to do so on its behalf and execution hereof by him creates a legal and binding obligation on the concerned Party.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE ENTERED INTO THIS DEED OF LEASE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

LESSOR

For IETE


08/12/2022

Name: Prof Tarun Kumar Rawat
Designation: Honorary Secretary
Address: 16/1-2, Institutional Area,
Pankha Road, Janakpuri
New Delhi- 110 058



Witness:

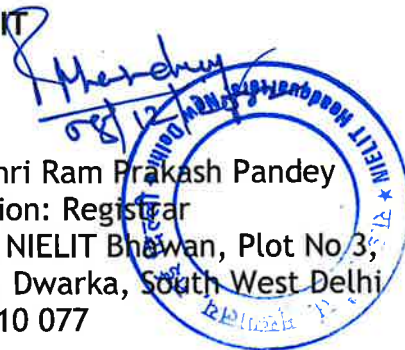
Signature:

Name: ANITA KUMAR
Designation: Admin Head
Address: 16/1-2, Institutional Area,
Pankha Road, Janakpuri
New Delhi- 110 058

LESSEE

For NIELIT

Name: Shri Ram Prakash Pandey
Designation: Registrar
Address: NIELIT Bhawan, Plot No 3,
Sector 8, Dwarka, South West Delhi
Delhi - 110 077



Witness:

Signature:

Name: SHAMEEM KHAN
Designation: HoD (Central Coordination & OA)
Address: Electronic Niketan,
6, CGO Complex, Lodhi Road
New Delhi - 110003

