**LEASE AGREEMENT**

**STAMP PAPER FOR RS 100/- )**

THIS AGREEMENT is made and executed at Gurugram on 28th May 2023

BETWEEN **PARWATI MISHRA W/O SH. KRITYA NAND MISHRA, OWNER OF SHOP BG-71 ,CONSCIENT ONE SECTOR 109,GURUGRAM**(hereinafter called first party, referred to as “THE LESSOR” and the expression first party shall include their legal heirs, representatives, attorneys ,assign, successors interest, executors etc. on the ONE PART**.**

**AND**

**HOMENTS PRIVATE LIMITED,H-36A ,40 FEET MAIN ROAD,NEW PALAM VIHAR,PH-2,SECTOR 112,GURUGRAM,HARYANA,122017,AUTHORISED SIGNATORY:PRADEEP MISHRA (**hereinafter called the Second Party, referred to as “THE LESSEE” and expression first party shall include her legal heirs, representatives, attorneys, assign, successors interest, executors etc. on the OTHER PART.

WHEREAS the LESSOR is the absolute owner and in possession of **SHOP** **BG-71, CONSCIENT ONE SECTOR 109,GURUGRAM**(hereinafter called first party, referred)

**THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS**:

That in consideration of the rents hereby reserved and of the condition and covenants of the lease contained and on the part of the parties to be observed and performed, the Lessor hereby agrees to grant and The Lessee hereby agrees to accept lease of The Scheduled Premises-**for COMMERCIAL USE.**

**Lease Rent:**

* The lease rent payable by the LESSEE for The Scheduled Premises shall be Rs.116000/-(One Lakh Sixteen Thousand Only) per month in advance including maintenance charges plus 5% increment every year. Lessee has paid rupees 116000/-BY Cheque The LESSEE will pay to the LESSOR six POST DATED CHEQUES in advance.
* All other charges like Electricity Charges, Telephone charges, Internet charges, parking charges etc. shall be paid by the LESSEE directly to Service Provider of these service.

**Lease period:**

1. The Lease is for the period of 3 Years starting from 28-05-2023 and ending on 28-5-2026 **(Subject to handover of the scheduled premises in the same condition as was taken on lease, subject to normal wear and tear by the LESSOR i.e. of air–condition/fans/Lights etc)** and the Lock–in-period is of six months and the terms and conditions herein contained shall remain in full force during this Lease Period**. White wash, paint of the scheduled premises would be done by the LESSOR every TWO year.**
2. Security Deposit:

The LESSEE has agreed to pay to the LESSOR a Security deposit equivalent to one month of rent amounting to Rs.116000 (One Lakh Sixteen Thousand Only).

The Security Deposit is non–interest bearing and will be refunded to the LESSEE after the premises are vacated and handed over to the LESSOR in good order **subject to normal wear and tear**. Any payable balance will be deducted at the time of lessee vacating the premises

1. scope of Services:

The Scheduled Premises shall be for only lawful business activities of which LESSEE is fully responsible for their activities, statutory permission for operating their business, security of office equipment and conduct of their employees including any mishaps /accident in the Scheduled Premises. Premises will not be for any unlawful activities or those endangering the building.

1. The LESSOR is in no way indirectly responsible for any financial loss or liabilities or any non-compliance of any statutory requirement by the LESSEE. The lessee shall indemnify the for the same
2. The LESSEE cannot sub-let, assign or with possession or transfer the Scheduled Premises, total or in part to any other Party unless approved by LESSOR in writing.
3. The LESSEE shall keep the Scheduled Premises in a fit and proper state and ensure no structural damage and shall carry out routine repairs such as electrical fuses at his own expense during the lease period.
4. The Lessee shall permit the LESSOR or his representative to enter the Scheduled Premises for inspection at all reasonable times with two days prior permission of the lessee.

**3.Termination of Lease Agreement:**

**A) In the event of any non –payment of the rent by LESSEE for a period of one CONSECUTIVE Months, this lease would be automatically terminated and The lessee shall be further liable to pay damages @5000/- Per day to the Lessor till the time handover.**

**B)** In the event that any provisions or portions of this “Lease Agreement “ are held unenforceable or invalid by any court of competent jurisdiction, the parties shall use their best efforts to negotiate an amendment in such provisions with a view towards affecting the purpose, spirit and intent thereof. The validity and enforceability of the remaining provisions shall not be affected thereby, should such portions be severed

**C)**  The lease can be extended after 3 years on mutual understanding of both the parties. The rent will be decided between the two parties after 3 years.

**4.The Lessor Covenants with Lessee Follows:**

The Lessee paying the rent hereby reserved and observing and performing the terms, conditions & covenants of the lease herein contained shall be entitled to quiet possession and peaceful enjoyment of the scheduled premises without any manner or let, hindrance, interruptions or disturbance by or from Lessor, their heirs or by any persons or person claiming through under or in trust for the Lessor or their representative. The rights of the Lessee under this agreement will not be affected, by sale or share with respect to the leased Scheduled Premises.

**5.Procedure** in Case of sale of Premises by Lessor:

If during the terms of the Lease, the Lessor disposes of the “Scheduled Premises” to any person or party, the Lessor shall obtain appropriate written document from such transferee(s), unconditionally agreeing to the Terms and conditions of this Lease.

**6.** Handing Over the Possession

**A**) The LESSEE shall deliver back the vacant possession of the Scheduled Premises to the LESSOR immediately upon termination of the lease as hereinabove provided for without any damages subject to reasonable wear and tear in exchange of return of the security Deposit. The premises will be handed over with all fittings complete and in working order.

**B)** LESSEE will ensure that all telephone bills, internet usage/connection bills, and electric bills for the “Scheduled Premises” or any other charge are paid off before handing over the premises and shall submit proof thereof to the lessor.

**7.** Jurisdiction:

Any dispute arising in connection with Lease Agreement will be settled under Civil Court, Gurgaon, Haryana , India jurisdiction only.

**8.** Notices

That the lease agreement can be terminated by giving one month notice in writing by either Party during the term of agreement.

Any notice, request, instruction or other document pertaining to this “Lease Agreement“ shall be in writing and delivered by registered post.

Neither this “Lease Agreement” nor any rights hereunder may be assigned or otherwise transferred by either party without the express written approval of the other party.

**9**. The Lease is granted for the period of Three Years. If any further renewal of the lease period is granted by the LESSOR to the LESSEE, (New Lease Agreement is required before the expiry of the current Lease Agreement) The terms and condition of renewal will be mutually agreed in writing. It is further agreed to between the LESSOR and LESSEE that the LESSEE shall have no (automatic) legal right of extension. That at the expiry of Lease, **LESSEE shall be liable to remove his belonging etc. if any, and handover the premises to the LESSOR. The lessee shall be liable to pay damages @5000 Per day to the Lessor, in case the Lessee does not vacate the premises.**

**For & on behalf of the LESSEE For &on behalf of the LESSOR**

**Witness 1**