

Lease Deed

This lease deed is made and executed at Bylakuppe this the _____, Mysore District, Karnataka State with effect from _____ and valid up till _____ between:

His Holiness the Dalai Lama's Central Tibetan Relief Committee (CTRC) represented by
Mrs. Tsewang Dolma Shosur, Executive Secretary,
CTRC, Dharamshala - 176215,
Kangra District, Himachal Pradesh State

Hereinafter called the "**LESSOR**" of one part

AND:

Name _____, address _____

Hereinafter referred to as the "**LESSEE**" of the other part;

That the Lessor is the **owner in possession** of one guest house namely TARA KISAN VILLA GUEST HOUSE (ORTC), comprising two floors and a total of 19 rooms, restaurant and reception lounge area measuring about (area measuring 9256.96 sq. mts), at Bylakuppe, Mysore District, Karnataka, (hereinafter called the DEMISED PREMISES)

And whereas the Lessee approached the Lessor to take (TARA KISAN VILLA GUEST HOUSE, (ORTC) i.e. the demised premises on rent/lease to be utilized as guesthouse or/and restaurant and the Lessor has agreed to grant to the Lessee a lease in respect of the demised premises for a fixed period of **three or five years** and have duly agreed to write down the terms and conditions of the lease.

Now this indenture witnesses that in consideration of the rent hereinafter reserved and the costs and agreements hereinafter contained and on the part of the Lessee a lease in respect of the demised premises for a fixed period of **3 or 5 years** and have duly agreed to write down the terms and conditions of the lease.

Witness-II that in consideration of the rent hereinafter reserved and the costs and Agreements hereinafter contained and on the part of the Lessee to be observed and formed; the Lessor(s) hereby demises/demise and lease into the Lessee area measuring 9256.96 sq. mts. consisting of Two floors of the premises known as Demised Premises and presently in the occupation of the lessee in his capacity as tenant and belonging to the lessors containing an area of little more or less particularly described in the schedule appended-hereto with/all rights, easements

and liberty, appendages and appurtenances there unto belonging hereinafter referred to as the demised premises at a monthly rent of ₹ _____/- (Rupees _____) to have and hold the demised premises unto the lessee for term of **3 or 5 years** to be computed from _____ and payable on or before the 5th day of every month for the following month. And the lessee hereby covenants with the Lessor(s) in manner following that is to say: -

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

1. That the lessee will pay or cause to be paid to the lessor(s) the monthly rent at the time herein before appointed for payment thereof subject to other provisions contained therein.
2. That the Lessee will pay electricity and water charges accordingly to their actual consumption as shown in the reading of the meters, which is to be separately provided by the Lessor(s).
3. The Lessee shall obtain commercial license and should be responsible for compliance as per law.
4. That the building Tax, commercial Tax whenever applicable and demanded by the concerned department will be paid by the parties as mutually agreed upon at the time such taxes are levied.
5. That the Lessee will be at the expiration of the said term or any extension thereof peaceable and quietly yield and deliver up the possession of the demised premises to the Lessor(s) in the same condition as they now.
6. That the Lessee will not make any addition/alteration in the demised premises without the prior written permission of the lessor and upon submission of the site plans/drawings for any such said alternations/additions made upon the demised premises, but the lessee can remove the equipment's installed in the demised premises with the consent of the lessor.
7. That the lessee will also be liable to maintain the landscaping/landscaped (plan annexed with this lease **as annexure B**) area available around the demised premises at his own cost and expenses.
8. **PROVIDED ALWAYS** and it is hereby agreed and declared that if the said monthly rent whereby reserved or any part thereof shall be in arrears and unpaid for the space of 30 days after any of the days whereon the same ought to have been paid as aforesaid of if there shall be any substantial breach of any of the covenants herein before contained and on the part of the Lessee to be observed and performed and not remedied within a reasonable time after demand then and in any of the said cases it shall be lawful for the lessor(s) to determine the lease.
9. Notwithstanding anything contained to the contrary in these presents the lessee shall be entitled to terminate these presents by giving one month notice to the Lessor(s) and surrender the demised premises to the Lessor(s) on the expiry of the notice period in the opinion of the lessee (which shall be final and binding upon the Lessor(s) the demised premises have become insufficient and unsuitable for the said business. Similarly the lessor(s) shall also be entitled to rescind the agreement by giving one months' notice to the lessee.

It is further agreed as follows:

1. That in pursuance of the above said lease deed, the lessor hereby grant to the lessee to use the DEMISED PREMISES for commercial purpose.
2. That, the lessee shall pay a lease fee of ₹_____/- per month payable in advance on or before the 5th day of the previous month after the deduction of TDS if applicable.
3. Upon execution of this lease deed; Lessee will deposit and amount of ₹ 10 lakhs (Rupees ten Lakhs) **as an interest free** security for compliance with the terms of this lease agreement. However, the lessor will refund the security deposit only after the termination of lease deed. The lessor will deduct from the security deposit for the cost of repair or cleaning unless necessitated beyond the ordinary wear and tear on the property. Lessee is not permitted to treat the security deposit as payment of any rent in case he fails to pay the monthly rent. The security deposit will be returned after making deductions as set out by this agreement within a period of 30 days of termination of the lease.
4. That this lease deed will automatically terminate on after **3 or 5 years** as on _____. The lessor has full authority to extend the lease deed and will decide accordingly.
5. That the lessee shall be responsible for breakage of furniture and fixture of the aforementioned guesthouse or restaurant along with premises property and landscaped. The lessee must keep the same in **good condition** when handing over to lessor after expiry of lease period. The lessee may fit new internal fitting and fixture as per needs of the lessee but shall not make any structural changes or cause damage to the existing structure.
6. The lessee shall be responsible for overall maintenance of landscape development structures such as driveway, pathways, fountain ponds, lawn, flowers, tree and bushes planted specifically beautified the guest house premises (as per annexure B).
7. That the lessee shall not make any additional or alternations to the premises without the prior written permission and consent in writing obtained from the lessor and will provide access to the Manager ORTC to inspect the same either jointly or singly.
8. The lessor will provide access to Manager ORTC or his agents to assess the premises for periodic inspection every quarterly either jointly or singly and also to carry out repairs or modifications which are required for long term maintenance and development of the property in reasonable hours upon advance intimation of at least 24 hours.
9. That the lessor shall not use the said guest house contrary to any rules and regulations of the Municipal Council; town and planning Department or Public body or Authority and abide by the laws of India pertaining to this agreement.
10. That in the event of the damage to the premises in question on account of any default or negligence or omission of the lessee, the lessee shall **indemnify** lessor.
11. That this lease deed shall not be constructed as, and does not imply any right or interest in the said property by the lessee, or the legal heirs of the lessee. The lessee shall not be entitled to have any interest in, or control or dominion over, the said premises except for use and occupation in the manner mentioned above.

12. That the lessee shall indemnify the lessor against any damages suffered in any manner whatever from the use and or occupation of the said guesthouse or/and restaurant by the lessee.
13. That the lessor shall not be responsible for the safety of any materials or articles belonging to the lessee or to any person connected with the lessee.
14. That in case of any dispute pertaining to lessee will not be interferes by the lessor. Any illegal activities contrary to law of Government are strictly prohibited.
15. That the lessee cannot sub lease or pass the property to other party at any cost, in such eventuality, the lessor has full authority to terminate the lease deed at any time with a notice in writing.
16. Arbitration clause: any dispute or controversy arising under or in connection with this lease agreement shall be settled exclusively by arbitration of The Tibetan Supreme Justice Commission in Dharamshala jurisdiction. Any judgment being awarded through arbitration shall be final and the expenses of such arbitration shall be borne by both parties.
17. That the lessor has provided the lessee with Fixture/fitting and furniture's as per list annexed with this lease as **Annexure A**, the lessee will be liable to return/handover the same to the lessee in a good condition and the lessee will be liable to pay the damages for the articles that are not in good condition and/or replace them with new one up to the satisfaction of the lessor.
18. That in case of complete lockdown levied in the Bylakuppe Tibetan settlement in future, in that eventuality the amount rent due towards the lessor for the lessee as monthly rent can be negotiated with the consent and willingness of the parties to the lease, for the period of lockdown only.

That the expression of the term, lessor and the lessee/tenant shall mean and includes their legal heirs' successors, assigns; representative etc. Whereas the Lessor is the owner in possession of the property (His Holiness the Dalai Lama's Central Tibetan Relief Committee) and has agreed to let out the said property.

IN WITNESS WHEREOF this lease deed has been executed and signed by both the parties on the day, month and year herein above mentioned in presence of the following witnesses:

WITNESSES:

1.
.....

**Mrs. Tsewang Dolma Shosur
Executive Secretary, CTRC
LESSOR**

2.
.....

LESSEE