



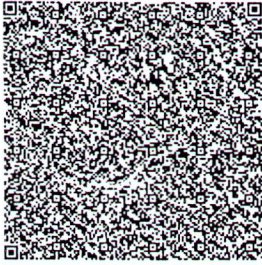
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

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Certificate No. : IN-DL74394673631822P
Certificate Issued Date : 24-Apr-2017 06:05 PM
Account Reference : IMPACC (IV)/ dl797503/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL79750349403509217986P
Purchased by : NILERD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : NILERD
Second Party : Not Applicable
Stamp Duty Paid By : NILERD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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LEASE DEED

THIS LEASE DEED is executed at New Delhi on this 01st day of May, 2017.

National Institute of Labour Economics Research and Development (NILERD), a Society registered under the Societies Registration Act, having its Registered office at Plot No. 25, A-7, Institutional Area, Narela, Delhi-110 040 through its Director General, hereinafter referred as to the "LESSOR" or "NILERD"(which expression whenever the context so permits be deemed to include its successor-in-interest, administrators, nominees and assignees) of the ONE PART:

AND

निदेशक/Director

राष्ट्रीय प्रौद्योगिकी संस्थान दिल्ली
NATIONAL INSTITUTE OF TECHNOLOGY, DELHI
सेक्टर ए-७, इन्स्टिट्यूशनल एरिया, नरेला, दिल्ली-११००४०, भारत
Sector A-7, Institutional Area, Narela, Delhi-110040, INDIA

Dr. Yogesh Suri

Director General

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National Institute of Labour Economics Research & Development

The authenticity of the e-Stamp Certificate should be verified at "www.shoilestamp.com". Any discrepancy in the details on this Certificate and as available on the website should be reported to the users of the certificate.
2. In case of any discrepancy please inform the Competent Authority.

National Institute of Technology, Delhi (NIT Delhi), having its office at National Institute of Labour Economics Research and Development (NILERD), Institutional Area, Sector – A7, Narela, Delhi – 110 040, through its Director, hereinafter called the ‘LESSEE’ or ‘NITD’(which expression whenever the context so permits, be deemed to include its successors and permitted assignees) of the OTHER PART.

WHEREAS

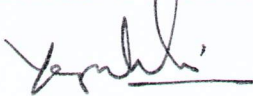
- A. The LESSOR has represented to the LESSEE that the LESSOR are the absolute owners and are in legal possession of the three floors in academic block, of library, Mess, 1st floor of Seminar block (Room No.117, 118 and 119), Room No.107, 108,109, and One residential flat of Type-VI, Two flats of Type-IV and Three flats of Type-III, and Canteen area (ground floor) in Guest House of the property situated at plot No.25, A-7, Narela, Delhi-110040. The LESSOR has further represented to the LESSEE that the LESSOR is competent to lease out the said property in favour of the LESSEE.
- B. The LESSOR has desired to grant built up area of 67,868 sq. ft. (Non-residential area: *60,537 sq.ft; and Residential area: 7,331 sq.ft) on the three floors in Academic Block, of part of Library, Mess, 1st floor of Seminar Block (Room No.117, 118 and 119), Room No.107, 108, 109 and One residential flat of Type-VI, Two flats of Type-IV and Three flats of Type-III, and *Canteen area(ground floor) in Guest House, of the property situated at plot No.25, A-7, Narela, Delhi-110040. (Hereinafter referred to as the Demised Premises).

*Includes the Canteen area of 890 sq.ft which is an addition in the present renewal of contract, and the rent for this portion of 890 sq.ft is applicable from the date of handing over the keys of Canteen to NITD.

Auditorium, and Four Suites/Rooms in first floor of Guest House shall be utilize by NILERD as and when needed by it without any charges with prior intimation to NITD.

- C. National Institute of Technology, Delhi, the LESSEE, is an Educational Institute, set up under the Ministry of Human Resource Development funded by Government of India, and has approached the LESSOR to take the Demised Premises on lease.
- D. The LESSOR has represented to the LESSEE that they have a clear, absolute unrestricted title and possess unfettered ownership right to the Demised Premises and such common areas in Demised Premises as are necessary to enable the

LESSEE to effectively use the Demised Premises in a manner satisfactory to the LESSEE and are competent to grant the lease under this Deed.



Dr. Yogesh Suri
Director General
National Institute of Labour Economics
Research & Development

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निदेशक / Director
राष्ट्रीय प्रौद्योगिकी संस्थान वि
NATIONAL INSTITUTE OF TECHNOLOGY
सेक्टर ए-७, इन्स्टिट्यूशनल एरिया, नरेला, दिल्ली-११००४०
Sector A-7, Institutional Area, Narela, Delhi-110040

- E. The LESSOR has agreed to grant the lease of the Demised Premises and the LESSEE has agreed to take on lease the Demised Premises to be used as an Institute/Office for a period of 3 years (three) years w.e.f. 1st of January, 2017. The said period of 3 (three) years shall be extendable at the instance of the LESSEE in the terms and manner as prescribed in subsequent paragraphs.

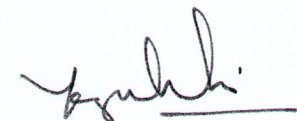
NOW THEREFORE THIS LEASE DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS HEREUNDER:-

1. In consideration of the monthly rent herein fixed and compliance of other covenants herein contained, the LESSOR hereby grant unto the LESSEE a lease in respect of the Demised Premises for a period of 3 (Three) years commencing from 1st day of January, 2017 with a right to renew/extend the same for a further period of up to 3 (three) years at the option of the LESSEE as specified at above para-B.
2. (a). That during the lease period of 3 (Three) years the LESSEE shall pay to the LESSOR the monthly rent @ Rs.30/ per square foot and Rs. 28/- per square foot (+ Service tax at prevailing rate, if applicable) for Non-residential and Residential areas respectively. Ground Rent component of Rs. 23,000/- p.m. (payable to DDA) will be paid separately by the LESSEE.

(b). The rental rate for 2nd and 3rd year, of the lease period will be subject to escalation @ 8% and @ 5% for Non-residential and Residential areas respectively, over the previous year.


The LESSEE shall pay to the LESSOR an advance equivalent to 2 (two) months' rent, without any interest, by cheque or bank draft or electronic funds transfer to the LESSOR, and this amount will be refunded on completion of lease period/termination of lease deed. The rent shall be paid by the 10th day of each month through RTGS direct bank transfer into the bank account of the Lessor or by Cheque/Draft.

3. Sharing of Electricity Consumption, Water Bills, and Cost of Diesel Generator Maintenance etc. will be as follows:
 - i. In addition to existing electric meters of NITD areas, all the NILERD consumption areas will be installed with electric meters. Thus, the difference amount from the single bill raised at supply point by TPDDL will be equally distributed among NILERD and NITD in accordance with the decisions arrived at with the Competent Authorities of NILERD and NITD. Metering of all NILERD areas is in progress, and until then, the existing arrangements of cost-sharing will continue.



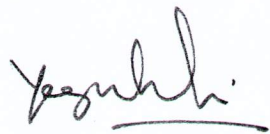
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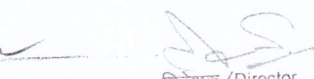


निदेशक/Director
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सोक्टर ए-७, इन्स्टिट्यूशनल एरिया, नए दिल्ली
Sector A-7, Institutional Area, New Delhi, INDIA

- ii. Water bill will be shared on 50-50 ratio w.e.f. 1st January, 2014. So far, NDMC/DDA has not started water billing in NILERD Campus. Bills will be shared equally among NILERD and NITD as and when NDMC/DDA starts metering and billing the water supply to NILERD Campus.
- iii. The LESSOR has provided a Diesel Generator set (in short DG set) with 100% power back up in the Building for the LESSEE. The generator will be maintained by the LESSOR and the recurring costs towards maintenance, repairing of both the generators 220 & 225 KVA for power backup including diesel cost shall be shared on 50:50 basis w.e.f. January, 2014 among NILERD and NITD.
4. During the terms of this lease period and the renewal/extension thereof as provided in this lease, the LESSOR shall not be entitled to terminate this Lease deed except in the event of non-performance/noncompliance by the LESSEE with its obligations as mentioned in this Lease.
5. That the lease may be terminated by the LESSEE, at any time during the tenure of this agreement by giving three month's notice to the LESSOR. During the renewal/extension of lease, the LESSEE shall continue to enjoy this option on the same terms and conditions.
6. In the event the LESSEE closes its office in New Delhi for any reason or the LESSEE as such opts to terminate the present lease deed, LESSEE may terminate the lease by giving LESSOR three (03) month's written notice whereupon the balance of any advance rent shall be refunded forthwith by LESSOR. In the event of the LESSOR serving vacation notice to the LESSEE on account of non-performance of obligations as prescribed in the instant lease deed, due consideration will be given to the need of the latter to complete the academic semester. The currency of the refund shall be the same as the currency of payment. Termination of this lease shall be without prejudice to any right to action or remedy of either party in respect of any breach of the terms and conditions contained herein. If the LESSEE terminates this Lease in accordance with its terms, LESSEE shall not be liable for any charges additional to those incurred to the date when the lease is terminated. In all cases of termination, LESSOR shall, within ninety (90) calendar days of the termination date, refund to LESSEE all outstanding payments, if any, in excess of the rental liability accrued to the date of termination subject to LESSEE handing over the vacant physical possession of the Demised Premises to the LESSOR. The amount of security deposit held by LESSOR will be returned to the LESSEE, after deductions for outstanding bills (water, electricity, security, etc.) and damages if any, to the LESSOR's property.

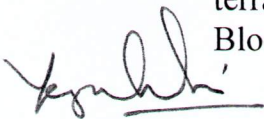


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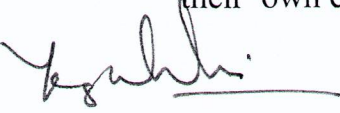
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राष्ट्रीय प्रौद्योगिकी संस्थान
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Sector A-7, Institutional Area, Narela

7. 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 disturbance, government action not on account of ant fault of LESSEE, or other similar casualty or event, this lease may be terminated in whole or in part at LESSEE'S option. Should LESSEE exercise this option, LESSEE shall provide written notice to LESSOR of the termination. In case of total destruction or termination of lease wholly, no rent shall accrue to LESSOR after such notice is delivered, and the termination shall be effective as of the date of such destruction or damage. If this Lease is terminated, LESSOR shall within sixty(60) calendar days of termination refund all outstanding the rental rate per day times the number of days of LESSEE'S occupancy under the Lease from the commencement date.
8. That the lease of the Demised Premises can be further renewed/extended after the final extension/renewal of this lease as agreed herein above, at the instance of the LESSEE on terms and conditions as prescribed in this Lease deed at the expiry of the final 3 (Three) years extension when a fresh lease deed will be executed and registered. The LESSEE shall be obliged to surrender the peaceful and vacant physical possession of the Demised Premises to the LESSOR upon termination/expiry of this lease or the renewed/extended Lease thereafter.
9. The LESSOR agrees and undertakes that he shall be solely responsible for payment of House Tax payable in respect of the Demised Premises. The LESSOR also represents that all taxes in respect of the demised premises have been paid upto the date of this lease by the LESSOR.
10. The 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 LESSOR. 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.
11. The LESSEE and its employees and authorized agents/guests will have the right to use the Gate No. 5, common areas near library, and Mess such as the corridors leading to the Demised Premises at all times (i.e.24 hours unrestricted access) during the terms of the lease hereby created for all purposes connected with the Demised Premises with the exception of the terrace roof. NIT personnel will park their vehicles behind the Academic Block

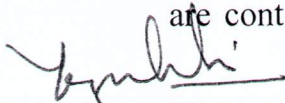


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National Institute of Labour Economics
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12. At the time of removing, refurbishing, decorating, installing any equipment, furniture, fixture, machinery, partition, false ceiling etc. as also for using the Demised Premises, the LESSEE shall adhere to all Fire Safety laws, Rules and procedure laid down by the local statutory authorities including the M.C.D. The LESSEE shall not make any permanent structural additions or alterations in the Demised Premises without the written consent of the LESSOR.
13. For Maintenance of internal occupied areas of NIT Delhi at Academic Block, Library 2nd Floor, NIT Mess, 1st Floor of Seminar Block, Room Nos. 107 to 109, Auditorium, Four Suites/Rooms and Canteen (in Guest House) and Six residential flats etc. towards jobs such as Housekeeping, Sewer, Sanitary fitting, Electrical fitting and accessories etc., LESSEE shall appoint separate staff for maintenance of such jobs. The LESSEE shall attend to all minor repairs such as fuses, leakage of water taps etc. at its own cost, but major structural repairs such as, but not limited to, 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 system shall be attended to promptly by the LESSEE at their own cost. LESSEE shall not be responsible for reasonable wear and tear, or for damage by circumstances as referred to in clause 7 over which LESSEE has no control, for which LESSOR shall remain responsible.
14. That the LESSEE shall use the three floors in academic block, of part of Library, Mess, 1st floor of Seminar block (Room No.117, 118 and 119), Room No.107, 108, 109 and residential flat of Type-VI, Two flats of Type-IV and Three flats of Type-III, Auditorium, and Four Suites/Rooms (first floor) & Canteen area (ground floor) in Guest House of the Demised Premises for the purposes of running the NIT. The 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 LESSEE shall be entitled to carry out reasonable minor alterations in the demised premises in terms of its infrastructural requirements of running an Institute.
15. The LESSOR has provided space near Gate No.5 for running ATM, Milk Booth and Stationary shop in temporary wooden/plastic moulded structure. The copy of allotment letter with terms & conditions for ATM, Milk booth and Stationary shop shall be given to LESSOR for its record.
16. The LESSEE shall be entitled to display name plates at appropriate space as may be agreed upon between the parties and shall maintain such items at their own cost and expenses.


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17. 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 LESSOR at its own expense and the LESSOR SHALL GIVE reasonable notice to the LESSEE and with minimum inconvenience caused to the LESSEE and without disrupting the normal activities of the LESSEE to which the LESSEE shall have no objection.
18. During the operation of the Lease period, the LESSOR 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 LESSOR 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 LESSOR 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 minimum inconvenience caused to the LESSEE and without disrupting the normal activities of the LESSEE. This would however be carried out in such a manner and within such timings without dislocating the functioning of the office of the LESSEE and with the minimum inconvenience caused to the LESSEE, and the LESSOR shall be liable for all expenses and charges for any 'major' repair, restoration and cleaning in that regard.
19. The LESSOR shall ensure that there is adequate water supply for the Demised Premises at all times except in circumstances beyond the control of LESSOR.
20. The LESSOR has provided sufficient electric power load and main distribution panel for the Demised Premises. If a higher load is required, the LESSOR will provide full co-operation to the LESSEE to obtain increased power from the concerned authorities at the LESSOR'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 LESSOR. Deposits, if any, made by the LESSEE with the MCD/DDA/NDPL will, however, be reimbursed by the LESSOR to the LESSEE so that the benefit of the deposit can henceforth continue to be available to the LESSOR.
21. If the LESSOR at any time during the period of this lease or extended period thereof sells, and/or transfers their right in the Demised Premises as a whole or in any part or parts thereof to anyone person or more than one person, then in that event the LESSOR shall intimate the LESSEE and attorn the LESSEE to such transferee on the same terms and conditions as are contained herein. All of LESSOR's rights and obligations under this



Dr. Yogesh Suri
Director General
National Institute of Labour Education

Lease shall be transferred to the new owner during the pendency of this agreement. All of LESSEE's rights shall remain undisturbed and whole under this lease with the new owner, assignee, successor or lender. A letter shall be got issued by LESSOR from the prospective new owner in favour of the 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.

22. 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 notices affecting the rates, taxes, or other outgoing in respect of the Demised Premises payable in whole or in part by the LESSOR, the LESSEE shall immediately deliver a copy of it to the LESSOR.
23. If applicable, the service tax is also to be paid by the Lessee, as applicable from time to time.
24. Any delay or indulgence by the LESSOR hereto in enforcing terms of this Lease or any forbearance to the LESSEE shall not be considered as waiver on the part of the LESSOR of any breach or non-compliance of any of the terms and conditions of this Lease by the LESSEE nor shall the same in any manner prejudice the rights of the LESSOR.
25. (a) that upon the expiry of the Lease, unless renewed/extended, or its earlier termination if the LESSEE fails to hand over vacant and peaceful possession of the Demised Premises to the LESSOR, the LESSEE shall pay to the LESSOR an additional amount as mesne (intermediate or intervening) profit compensation/damages which shall be at the rate of 10% increase of the then current monthly rent on a yearly basis, till such date as the LESSEE hands over the peaceful and vacant possession of the Demised Premises to the LESSOR. However, acceptance of the mesne profits, damages/compensation as stated herein will not amount to waiver of the right of the LESSOR to take appropriate legal action against the LESSEE for recovery of possession.

(b) If the LESSEE shall be in breach or default of any of the terms, covenants and conditions on LESSEE'S part herein contained which breach or default remains un-remedied after 30 days of the notice specifying such breach or default would have been served by the LESSOR upon the LESSEE this Lease may be terminated at the LESSOR'S option by serving three months' notice, provided the LESSEE has not disputed or denied the breach complained of within the above said period of 30 days. In the event

of such dispute or denial by the LESSEE, the matter shall be referred to arbitration.

26. (a). That the Demised Premises shall be used by the LESSEE for themselves and the LESSEE shall not assign, sub-let or in any manner part with possession of the Demised Premises or any part thereof.

(b). The 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 in 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 13.


27. The LESSOR and the 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 this 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.

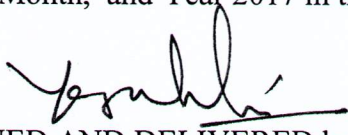
28. LESSOR accepts full and sole responsibility for the payment of taxes, fees, and other charges of a public nature, which are or may be assessed against the Premises whether in connection with the rental payments under this lease or others.

If any provision of this 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. Any such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with the applicable law, and in its modified form, such provision shall then be enforceable and enforced.


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29. 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.
30. This Lease Deed subsumes the previous lease deed, and minutes of the meeting held on 04-04-2014 on proportionate sharing of maintenance costs of NILERD Campus.
31. The LESSOR shall retain the original lease Deed and its duplicate copy shall be retained by the LESSEE.


IN WITNESS WHEREOF the parties hereto have executed this Lease Deed on the 01st May Month, and Year 2017 in the presence of following witnesses.


 SIGNED AND DELIVERED by the **National Institute of Labour Economics Research & Development**
 Within named LESSOR

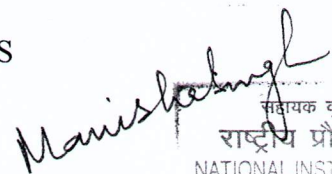
Dr. Yogesh Suri
 Director General


NATIONAL INSTITUTE OF LABOUR ECONOMICS RESEARCH AND DEVELOPMENT
 Through its Director General

SIGNED AND DELIVERED by the
 Within named LESSEE


 निदेशक/Director
 राष्ट्रीय प्रौद्योगिकी संस्थान दिल्ली
 NATIONAL INSTITUTE OF TECHNOLOGY, DELHI
 Through its Director
 सेक्टर ए-७, इन्स्टीट्यूशनल एरिया, नरेला, दिल्ली-११००४०, भारत
 Sector A-7, Institutional Area, Narela, Delhi-110040, INDIA

WITNESSES

1. 
 सहायक कुलसचिव/Assistant Registrar
 राष्ट्रीय प्रौद्योगिकी संस्थान दिल्ली
 NATIONAL INSTITUTE OF TECHNOLOGY, DELHI
 सेक्टर ए-७, इन्स्टीट्यूशनल एरिया, नरेला, दिल्ली-११००४०, भारत
 Sector A-7, Institutional Area, Narela, Delhi-110040, INDIA

2. 
 Dr. M.R. Prasad
 Director
 National Institute of Labour Economics Research & Development
 (Sector A-7, Institutional Area, Narela, Delhi-110040)