**AGREEMENT TO SUB-LET OF PREMISES WHEN ORIGINAL LANDLORD SHALL BE RECEIVING CONSIDERATION**

This Agreement is made on this \_\_\_\_ day of \_\_\_\_\_\_\_\_, \_\_\_\_\_\_,

Between

M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a partnership firm having its registered office at \_\_\_\_\_\_\_, ………………………………….………. through its partners \_\_\_\_\_ S/o Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ herein after referred to as the Superior Landlord (which term shall include its heirs, legal representatives and assigns) on the One Part;

And

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a company registered under the enactments of the Indian Companies Act, 1956, having its registered offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (hereinafter referred to as "Lessor" which expression shall include its heirs in title, legal representatives, assigns, associates, affiliates, subsidiaries, and other authorized companies) of the Second Part;

And

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Company registered in \_\_\_\_\_\_\_\_\_\_\_ and having its registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "Lessee" which expression shall include its heirs in title, legal representatives, assigns, associates, affiliates, subsidiaries and other authorized companies) of the Third Part.

Whereas the Superior Landlord had granted to Lessor by way of a lease of the Ist floor of the property bearing No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, consisting of three bedrooms with attached bathrooms, drawing-cum- dining room, lobby and kitchen (as after referred to as "Demised Land") per Lease Deed dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Lease Deed") on terms /conditions stated therein;

And Whereas now Lessor wants to transfer the said lease to Lessee on same terms /conditions from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Effective Date") and whereas the Superior Landlord has consented for the same;

Now, Hence This Agreement Witnesseth As Under

1. That it is clarified in writing that Lessee while consenting to all conditions stated hereafter will use the Demised Premises for residential purposes for its representative Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and his immediate family only. Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is further entitled to discharge his official duties from this residence. With no other person /persons will be transferred this right during the term of this Agreement.

2. That the Superior Landlord being lawfully authorized in letting out the Demised Premises hereby leases unto Lessee in replacement of Lessor from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the Demised Premises per agreements/conditions between the parties herein written.

3. That the lease shall be in the beginning in start on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ending on \_\_\_\_\_\_\_\_\_\_\_\_, and on ending of said lease time the lease shall be enlarged for a further time period of \_\_\_\_\_ months per same terms /conditions but on increased rent of 20%.

4. That Lessee shall pay to the Superior Landlord a monthly rent for the Demised Premises @ Rs.\_\_ /- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) minus applicable withholding tax from the Effected Date.

5. That Lessee shall also pay to the Superior Landlord free for interest security Deposit valuing Rs.\_\_\_ /- (Rupees \_\_\_\_ only) ("Security Deposit") per monthly installments Rs.\_\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_ only) in six monthly installments, commencing\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ending \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. That the interest free security deposit of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) as paid by Lessor per Lease Deed shall be adjusted towards rent for the period commencing \_\_\_\_\_\_\_ and ending \_\_\_\_\_ for on behalf of Lessor. That the Superior Landlord shall refund applied withholding tax to Lessor simultaneously on receipt of installment for Security Deposit by Lessee.

6. That Lessee shall pay to the Superior Landlord in advance deposit valuing Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) ("Advance Deposit") minus applicable withholding tax in six monthly installments, commencing\_\_\_\_\_\_\_\_\_\_\_ and ending \_\_\_\_\_\_. That the advance deposit of Rs. \_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) paid by Lessor under the Lease Deed shall be adjusted on rental for the period commencing\_\_\_\_\_\_ and ending \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on behalf of Lessor.

7. That the Demised Premises shall be utilized by the representative of Lessee Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the exclusive purpose of his residence and members of his family, including stay of relatives and personal friends. If Shri\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_ vacates the Demised Premises owing to his transfer or ceasing to be the employee of Lessee or its associate company (ies) for any reason the Demised Premises shall revert to the Superior Landlord. But, at the discretion of the Superior Landlord this covenant may be allowed to other representative of Lessee but not exceeding original specified period of the lease.

8. That if Lessee wishes desires to terminate the lease before to the ending of the initial period or the enlarged lease term, Lessee shall be free to do so, having giving two months notice to the Superior Landlord in writing informing its intention to do so and the lease shall end accordingly. Refunding and Security Deposit and unadjusted Advance Deposit shall core-relate on delivering possession of Demised Premises and items stated in Annexure to this covenant ("Items") by Lessee.

9. That it is also consented that in the eventuality the Superior Landlord does not refund the Security Deposit with any unadjusted Advance Deposit as balance due to Lessee at the ending of the initial lease term or the fresh lease term thereto Lessee shall have the right in retaining possession of the Demised Premises and Items without spending any monetary inclusive of paying any rent and all the outgoing per account of Superior Landlord, till such date Lessee receives the entire Security Deposit with any unadjusted Advance Deposit.

10. That Lessee shall all telephone charges with electricity (power and light) consumed in the Demised Premises from time of signing of Agreement and ending of the term of this Agreement or till prior termination thereto per enactments of Clause 7, 8 or 18 as levied by the authorities from for the time being per meters readings exclusively installed in the Demised Premises. Lessee will not be liable for any outgoing of any type whatsoever for the period before the beginning date of this lease or after the expiry of the same.

11. That subjective Clause 7 above, Lessee shall not transfer, sublet or grant license to use or allow with the possession of the Demised Premises or portion thereto without prior express consent of the Superior Landlord, if only the Demised Premises are being used by Lessee.

12. That Lessee on occupying the Demised Premises shall convince itself that all sanitary, electrical and other fittings /fixtures are working perfectly and no mirrors /glass panes are broken or short. In case of any damage, the lessee hereby undertake to indemnify the Superior landlord.

13. That daily repairs as fuses, leaking of water taps, maintenance of fittings /fixtures, shall be done by Lessee at his own expenses. Major repairs to buildings i.e. leakages in roof and electricity wiring or bursting of water pipes or sewerage or any major defects in the structure of the building will be the responsibility of the Superior Landlord. Which if not attend by him as written by lessee by a reasonable time, then Lessee shall get the repairs done and deduct its costs from the amount payable to the Superior Landlord under the Agreement.

14. That the Superior Landlord shall always during the times period of lease shall be responsible in keeping the sewers, drains, water pipes, electric cables, wires and supply lines, in concerning to the Demised Premises in order.

15. That the Superior Landlord shall be liable in repairing and maintaining the Items. In the eventuality Superior Landlord does not repair as written by Lessee in within reasoned time, then Lessee may get the repairs done and deduct its costs from amount as payable under Agreement.

16. That Items so supplied shall be the property Superior Landlord.

17. That Lessee should be careful that Items supplied are not stolen /removed, destroyed, damaged shall be liable in returning the same to the Superior Landlord who if thought proper shall take out the insurance policy insuring the Items against theft or fire. Lessee shall pay the premium for the same.

18. That Lessee will hand over vacant possession of the demised Premises and the possession with Items peacefully to Superior Landlord on ending of initial lease term or renewed lease term thereof on date of any prior termination of lease per terms of this Agreement, if Superior Landlord has paid the full Security Deposit with unadjusted Advance Deposit to Lessee.

19. That Lessee shall not do any additions /alterations or structural modification of any type in the Demised premises without the written consent of the Superior Landlord. Lessee can install air conditioning units, coolers, exhaust fans and other electrical appliances and can remove all such units, appliances on the ending of lease Deed.

20. That the Superior Landlord and/or his authorized agents shall be within their rights to enter the Demised Premises after giving a written or verbal notice for inspecting and repairing of the Demised Premises as and when required. Any such inspection /repairs would however be carried out in such a manner and within such timings so that a minimum inconvenience is caused to Lessee.

21. That the Superior Landlord shall be paying all present and future corporation/ municipal rates, levies and all other taxes, cesses and charges as levied by Government and local authorities on Owner of Demised Premises. The Superior Landlord shall be obeying the laws, rules and regulations of the Government /local authorities as an Owner.

22. That the Superior Landlord agrees with Lessee, whose paying the lease rent as retained with complying and acting on terms /conditions on behalf Lessee stated therein. Lessee shall be entitled to peaceful and quiet use of and enjoyment of the said Demised Premises during the period of the Agreement free from any interference or objections from the Superior Landlord.

23. That at any moment per in initial or afresh period of lease, the whole or any portion of the Demolished damaged due to fire, owing to storm, flood, earthquake, war riots, terrorists, act of government or any other irresistible force. the Demised Premises become unusable or not approachable owing to such demolition or damage then the rent under period , Demised Premises are not fit for used shall cease .

Despite above, on occurrence of such event as stated above, Lessee can terminate this covenant without serving any notice. Superior Landlord within two (2) months from such termination pay the entire Security Deposit to Lessee.

24. That Lessee shall on ending of the lease Period, give the vacant possession of the Demised Premises to Superior Landlord in perfect condition subjective to normal wear and tear emerging from the daily occupation or from such reason beyond the control of the Lessee i.e.. fire, earthquake, floods etc.

25. That the Superior Landlord shall maintain enough /convincing fire insurance for the Demised Premises inclusive of electrical and sanitary fitting only, if so wished by the Lessee, who may get its Items insured at its own costs.

26. That if the Superior Landlord at any moment during the currency of this Lease Deed or the afresh period vends and/or transfers its rights in whole /part(s) of the Demised Premises concerning any period or persons, then in that eventuality, expect Lessee to such transferee /transferees on same terms /conditions as stated herein. However, the new landlord will writer to the lessee for agreeing terms there as agree to .,which shall be bind the new landlord, who will also acknowledge the Security Deposit paid by Lessee to the Superior Landlord, whose benefit shall be transferred to the new landlord and all adjustments shall be in according to this lease.

27. That the Superior Landlord assures that it has complete and unrestricted right in leasing the Demised Premises to Lessee and execute this covenant per terms /conditions stated herein and that it has complied with all the desired compliance per mandatory enactments as applicable. In case of there being any defect /deficiency or inadequacy in the Superior Landlord's right in executing this Agreement /or let on lease the Demised Premises, the Superior Landlord undertakes to compensate Lessee against all contingency emerging there from including damages, losses, costs, or any other claims and demands concerning thereto.

28. That Superior Landlord hereby consents by undertaking, to compensate and save harmless Lessee, its officials(s), employee(s), agent(s), visitor(s)/ guest(s) relating to any action or objection by any person or authority concerning use and occupation of by Lessee of the Demised Premises and against any claims, demands, penalties, losses or damages, whatever which may arise thereby or any obstructions or hindrance so caused in the quiet and peaceable enjoyment by Lessee of the Demised Premises.

29. That any notice needed to be served on Lessee shall be served and delivered and given at the address first stated above and duly acknowledged by Lessee.

That a notice if needed to be served on the Superior Landlord shall be completely served and given if delivered by Registered A.D. Post or left at the residence of the Superior Landlord as acknowledged by him.

30., if any, the lease Deed is subject to jurisdiction of the Courts in Delhi/ New Delhi in case of controversies

31. That lessee shall pay cost of stamp duty and registration charges concerning this Agreement, whose original shall be kept by the Superior Landlord AND the duplicate will be kept by Lessee. At the time /ending of lease, Lessee shall give vacant possession of the premises to the Superior Landlord with all the fittings and fixtures intact and in working condition on receiving whole of Security Deposit and all unadjusted Advance Deposit .

In Witness Whereof, the Parties to this Agreement have signed on the date mentioned above at …………………..

Superior Landlord

Lessor

Lessee

Witnesses:

1.

2.