



WOMEN UNIVERSITY OF AZAD JAMMU & KASHMIR BAGH

Women Software Technology Park (WSTP), Bagh

Bani Pasa

LEASE DEED

This Lease Deed is made at WSTP on this _____ day of _____ by and between:

----- through its authorized representative (hereinafter referred to as the 'Lessor') which terms shall include its successors-in-interest and permitted assigns of the First Part;

A N D

M/s-----through its authorized representative (hereinafter referred to as the 'Lessee') of the Other Part which terms shall include its successors-in-interest and permitted assigns of the Second Part;

Whereas, the Lessor is the lawful owner of a building situated on -----
----- (hereinafter referred to as the "Building");

And whereas, the Lessor has agreed to lease out and the Lessee has agreed to take on lease, floor space measuring Rooms + Common area proportionate to space acquired _____.

Now therefore,

THE LESSOR & THE LESSEE HEREBY MUTUALLY AGREE AS UNDER:

1. That in consideration of mutual covenant soft the Lessor and Lessee and in consideration of the Lessee's agreement to pay the Lessor the rent and other charges as mentioned in this lease deed, the Lessor does hereby demise unto Lessee the demised premises measuring _____sq.ft. After expiry of the above-mentioned lease period, the lease may be extended/renewed at the discretion of the Lessor on mutually agreed terms and conditions, for another 3-year period. Both Lessor and the Lessee have the option to terminate the lease deed at any time on three months' advance written notice.
2. The Lessee agrees to pay to the Lessor the rent during the lease term at the following respective rates: -
3. Rent free occupancy of office space from -date--- to ----date---.
4. Rental @ Rs. 35/ sft from ---date---- . The rental amount will be deposited in university treasury while operating charges as per actual will be deposited in a separate account of Women Software technology park.
5. Annual increment of 10% in rental rate.

6. The Lessee shall pay rent on monthly basis in advance by 05th day of the commencement of the due date.
7. The Lessee shall also pay security deposit in advance equal to two month (02) rent. This security amount will be refunded at the exit/expiry of this lease deed after deductions of pending liabilities/damages due at exit/expiry time.
8. That during the lease period or any renewal thereof the Lessor shall pay property and municipal tax; and Lessee will be responsible to pay business taxes and utilities based on separate meters . disputes resolved within 7 days by mutual inspection.

THE LESSEE COVENANTS

9. To pay to the Lessor the charges for actual consumption of electricity or gas of the demised premises or other uses on monthly basis as per separate meters installed for this purpose.
10. Also expenditures incurred on making standby arrangements for provisioning of water and electricity shall be the responsibility of Lessor however, the cost of any specific requirements by Lessee will be borne by the Lessee The charges envisaged in clauses 1 and 2 shall be paid within seven days from the date of written demand from the Lessor. The lessee is to deposit the copy of final current paid telephone/bandwidth bills to the lessor before vacating the premises along with “No Dues Certificate” from PSEB and its approved service provider in the STP.
11. Without prejudice to the consequences entailing in law on default of payment of rent and charges mentioned in clauses 1 & 2, the Lessor shall be entitled to levy late payment charges at the rate of 10% per month from the Lessee for the period the payment is delayed irrespective whether the lease deed has been renewed or not. Payment of such charges shall not absolve the Lessee from ejection, etc. from the premises. Proceedings for ejection will be started if rent is overdue by max of 45 days.
12. The Lessee shall deposit with the Lessor two month (02) rent as security deposit no sooner the lease deed is signed, which may be utilized by the Lessee towards the settlement of the rent or its arrears or for the payment of conservancy, electric and other charges payable by the Lessee to the Lessor or for the payment of the damage caused to the demised premises or to common passage or area, during the last and final payment. The security deposit or the left over amount shall be refunded to the Lessee by the Lessor at the time of the Lessee’s handing over vacant and peaceful possession of the demised premises to the Lessor in good tenant-able condition.
13. Not to place, store, install or fix any fixture, furniture, fittings, items in the corridors, landing, stairs or at any public place without the express written approval of the Lessor. Failure to do so will entitle the Lessor to remove such encroachments / fittings etc. at the Lessee’s risk and cost. After removal thereof the Lessor shall not be responsible for the safety, custody or security of such items which may be disposed off by the Lessor as it may consider fit.
14. To keep the demised premises, its attached/associated bathrooms, the fittings, fixtures, doors, locks, windows, fastenings, electricity wiring/fittings, appliances and other fixtures in good and sound condition. Any part of the demised premises or the Lessor’s fittings/fixtures, etc. therein which if found broken, damaged or disfigured shall be replaced or repaired by the Lessee within 7 days of notice from the Lessor.
15. To carry out all the replacements and repairs to any part of the demised premises, including

fittings, fixtures, false ceiling (if separately installed by Lessee) must be fire retardant and installation to the satisfaction of the Lessor. In the event that the Lessee fails to carry out the repairs and replacement to the satisfaction of the Lessor, the Lessor shall be entitled to carry out such repairs and replacement at the cost of Lessee which shall be refunded to the Lessor by the Lessee within 7 days from the date of demand together with 10% per month as late payment charges in case the payment is delayed.

16. To permit the Lessor and its agents with or without workmen upon 24 hours' prior written notice to enter the demised premises and view the condition thereof, or to install any additional facilities or check the serviceability of existing facilities.
17. Not to permit to be placed upon any floor of the demised premises, a load in excess of the floor-load-bearing capacity of the place and/or the building. The Lessor shall notify, on Lessee's request, in writing the load bearing capacity of the floor/space, occupied by the Lessee. The Lessee shall have the right to install or fix additional fixtures, furniture and fittings for office and business use, including but not limited to partitions, screens, cabinets, store, racks, office equipment, business machines, telephone, telexes and such other items or equipment deemed necessary by the Lessee, provided that such installations, etc. shall cause no damage to the structure of building, whatsoever, to the demised premises or the building. Notwithstanding any provision to the contrary in this lease deed, these fixtures, fittings, installations etc. shall remain the Lessee's property and Lessee shall have the right to remove the same at any time. All alterations, installations, additions and improvements made and installed by the Lessee upon or in the demised premises which are of a permanent nature and which cannot be removed without damage to the building shall become the property of the Lessor and shall remain upon and be surrendered with the demised premises as a part thereof at the end of the term of this lease deed or any renewal or termination thereof. The Lessor may at its option require such permanent fixtures to be removed and as such, the Lessee shall on or before the last day of the term of their lease period or its renewal, restore the said premises to its original and equivalent condition.
18. Not to use the said premises for the sale or storage of goods and merchandise other than limited quantity for use as sample, and not to store upon the demised premises ammunition, or unlawful goods, gun powder or any explosive or combustible substances, and not to place or leave any rubbish in common areas of the building.
19. Not to use the demised premises for any purpose other than Software Technology Companies/Firms./startup/freelancers
20. The security of demised premises and its related janitorial services will be the sole responsibility of the lessee.
21. Not to do or permit anything to be done whereby the policy or policies or insurance against damage by fire etc. on the demised premises or the building may become void or voidable or whereby, the premium thereof, may be increased and to make good all damage suffered by the Lessor and to pay to the Lessor all sums paid by it by way of increased premium and all expenses incurred by it, in or about any renewal of such policies rendered necessary by any breach or non-observance of this covenant, without prejudice to the rights of the Lessor to take action against Lessee for breach of this clause.
22. Not to use the demised premises for any unlawful purpose and not to permit any act or thing which may become a nuisance to any other tenant or permit the same to be used for the purpose of holding a public gathering or as laboratory or workshop or for cooking of food. The Lessee shall be responsible for security and safety of demised premises and equipment, stores, documents and other items of its own or that of Lessor excluding any damage caused due to any calamity or any act of Force Majeure (an act which is beyond the control of Lessee). Not to assign,

underlet or part with the actual or physical possession or the use of the demised premises or any part thereof, for any term to any person or attorney.

23. The Lessee shall offer internships to at least 3 students in each semester. All communicated building rules are binding.

THE LESSOR'S COVENANTS

24. The Lessor shall as part of rental charges include three (03) hours back-up power generation on all working days. , all charges will be paid by the Lessee according to its utility. The unit rates charged of backup power generation will be as per actual cost. The Lessor shall be responsible for the maintenance, repair, and management of the following services: -

- a) Electric charges as per the Govt rate and the actual use by the lessee.
- b) Electric supply system along with backup power generation up to but excluding the electric panels of the demised premises.
- c) The Electric sub-meter may be installed by the lessee in their respective offices.
- b) Water supply system.
- c) Cleaning of common passages, corridors, and staircases, and public toilets on all floors and the basement.
- d) Cleaning of window panes from outside the demised premises.
- e) Lighting of common passages, corridors, staircases, and basement.
- f) General security services for the common areas of the building. Sewage and plumbing services on common and public areas.
- g) Firefighting equipment, hydrants, extinguishers, and alarm system for the public and common areas only.
- h) Repair, replacement, addition, alteration of all electric, sewage, sanitary, plumbing, fitting/fixtures in public areas of the building.
- i) Air conditioning/heating systems shall be installed and operated by the Lessor in the server room and where necessary.

25. The Lessor hereby covenants with the Lessee that the Lessee performing its/his obligations hereunder shall peacefully enjoy the demised premises without any interruption from the Lessor or any person claiming under or in trust for it.

26. At no additional cost to provide to the Lessee such parking space as may be apportioned by the Lessor amongst the tenants of the building. The Lessee shall drive, park and leave its vehicles in the parking lots at its/his own risk and responsibility and shall be liable for any loss, damage caused to Lessor or other tenants, their life or property if such loss/damage/injury/ death is attributable to the Lessee or its/his vehicles. The list of all such vehicles shall be provided by the Lessee to the lessor for security purposes.

27. The Lessor shall ensure that the demised premises are provided with adequate electric power along with essential backup power generation. Lessor shall not however be responsible for any interruption breakdown or blackout caused at the source or for other reasons beyond its control. however, facilities like back-up generator will be made available as power source. Without written permission of the Lessor the Lessee shall not install any electrical equipment facility or service of any nature / type at the demised premises other than office and IT equipment and UPS. In case of breach, stoppage or reduction in water and electricity supplies to the demised premises for any reason whatsoever, the Lessor shall not be liable to ensure, restore, maintain and/or substitute the same at its expense. Likewise, if any of the services listed in this document are rendered inoperative for reasons beyond the control of the Lessor, the Lessor shall remain

indemnified against all claims, damages, actions or proceedings from the Lessee.

MUTUAL COVENANTS OF THE PARTIES

28. The Lessee shall abide by the Lessor's building rules, as indicated/ communicated to the Lessee in writing from time to time and those relating to the maintenance of the services in the demised premises and the building itself, security and safety rules. All such rules and amendments, additions therein shall be treated as part and parcel of this lease deed with mutual consent in writing.
29. Any failure by the Lessor or the Lessee to insist upon the strict performance of any covenant in this lease deed, shall not be considered as a waiver of the concerned party's right to enforce strict performance thereof.
30. The Lessee has examined at the time of commencement of this lease deed, the demised premises, its plumbing, sanitation and electrical wiring and installation and is satisfied of the same being sound, serviceable and fit for use in all respects and that the demised premises are in a first class tenant-able condition with bare halls. The Lessee shall have the right to delay moving into the demised premises and to be free of any financial obligations including rental until the demised premises are to the satisfaction of the Lessee and in accordance with the Lease deed. In case of any eventuality of damage to the cable due to any cable lying / routing by lessee's staff, the onus of responsibility shall rest with the lessee and not the lessor and repair / replacement expenses shall be borne by the lessee.
31. After the expiry of lease period, the lease deed shall stand renewed on the same terms and conditions. The rent for each lease period will be subjected to escalation by 10% of the rent last paid.
32. The Lessee may put up its signboard, nameplate, logo, emblem, flag etc. at the entrance of its/his office and not at the outside walls of the building. For placing of signage at ground, any floor or outside walls of building, prior permission must be sought from lessor regarding the specific dimensions of sign boards.
33. If the demised premises are partially or totally damaged by fire or other cause without the fault of the Lessee, the Lessee's servants, employees, agents or licensees, the damages shall be repaired by the Lessor according to the insurance firm assessment / payment, while the rent shall be apportioned according to the part of demised premises which is useable. But if such partial or total damage is willfully or maliciously or through neglect or through non-observance of safety precautions, caused by the Lessee, the Lessee's servants, employees, agents or licensees, then without prejudice to any other right of subrogation of the Lessor's insurers the damages, except to the Lessee's property, shall be repaired by the Lessor on Lessee's account, and there shall be no apportionment or abatement of rent. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of the Lessor insurance, if any.
34. If the Lessor shall decide not to restore or not to rebuild the same or if the demised premises shall be so damaged as to be beyond repair, then the Lessor or the Lessee may choose to terminate the lease deed by giving 30 days' written notice to the other party. Upon such termination, the Lessee's liability for rent shall cease as of the day following the notice. If the damage or destruction be due to the willful or gross neglect or through non-observance of the safety precautions by the Lessee, the debris shall also be removed at the expense of the Lessee. No damage, compensation or claim shall be payable by the Lessor for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the demised premises or of the building. If the Lease Deed is terminated under this clause, then the Lessor shall refund to the Lessee all the unutilized advance rent, if any,

after making due deductions.

35. If the Lessee is temporarily rendered unable by Force Majeure to use the demised premises under this lease deed, then the Lessee shall without any delay give notice in writing of Force Majeure to the Lessor soon after its occurrence; and the use of demised premises by the lessee as far as it is affected by such Force Majeure shall be suspended during the continuance of any inability so caused but such cause shall as far as possible be removed with all reasonable efforts. However, the Lessee shall not be liable to pay rent to the Lessor for such suspended period caused by Force Majeure.

The terms "Force Majeure" as used herein means Acts of God, acts of terrorism, strikes, Lockouts or other industrial disturbances, acts of public enemy, war, blockages, insurrections, riots, epidemics, landslides, earthquakes, fires, storms, lighting, flood, washouts, civil disturbance, explosion, Governmental Restrictions/actions, restrictions due to economic and financial hardships, change of priorities and any other cause similar to the kind herein enumerated or of equivalent effect, not within the control of the Lessee and which by the exercise of due care and diligence by the Lessee is unable to overcome. The term of this lease deed shall be extended for such period of time as may be necessary by the mutual consent of both the parties for such suspension caused by Force Majeure.

If the Lessee is permanently prevented by Force Majeure for a period exceeding two (02) months from performing its functions, then it may exercise its right to terminate this lease deed immediately by giving notice in writing with full particulars for such Force Majeure to the Lessor.

36. Any notice required to be given under this document shall be in writing and shall be sufficiently served if properly addressed to the other party, by delivering the same either by hand, by fax, or by registered post to their respective offices in the demised premises.
37. This Lease Deed shall be construed, interpreted and governed by the laws of Pakistan and in case of any dispute the courts in Islamabad shall exercise their jurisdiction.
38. This Lease Deed constitutes the entire Lease Deed between the parties and cancels/ supersedes any previous oral or written deed/agreement, express or implied, by the Parties with respect to the subject matter of this Lease Deed.
39. All Data Communications from rented premises shall be either on PSEB or through a Network approved by PSEB. PSEB will provide this connectivity at market competitive rates.

IN WITNESS WHEREOF, the Parties have hereunder set their hands, the day and year first above written.

Name: _____
(LESSOR)

Name: _____
(LESSOR)

Designation: _____
CNIC: _____

Designation: _____
CNIC: _____
Witnesses: (LESSOR)

Witnesses: (LESSOR)

1. Name: -----

Designation: -----

CNIC: _____

Witnesses: (LESSOR)

2. Name: -----

Designation: -----

CNIC: _____

1. Name: -----

Designation: -----

CNIC: _____

Witnesses: (LESSOR)

2. Name: -----

Designation: -----

CNIC: _____