

**LEASE DEED**

THIS INDENTURE OF LEASE executed on this \_\_\_ day of, \_\_\_\_\_.

**Mr. /Miss. /Mrs.** ..... hereinafter referred to as “**THE LESSOR**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successor and assigns) of the **ONE PART**.

And

**Mr. /Miss. /Mrs.** ..... hereinafter referred to as “**THE LESSEE**” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its directors successors and assigns) of the **OTHER PART**.

Whereas ..... (Property description) .....  
hereinafter referred to as “**THE SAID PREMISES**” OR “**DEMISED PREMISES**”

That the said premise is forming part of a free hold property absolutely owned by the Lessor. The Lessor hereby assures that there are no encumbrances by way of mortgages or otherwise upon the said premises statutory or otherwise or any litigation, dispute relating the said premises pending before any court or Authority or any Legal impediment or any restrictions which may hinder the Lessee’s work as mentioned there under or any right arising under this deed.

At the request of the Lessee, the Lessor has agreed to allow the Lessee to use and occupy the said Premises and / or demised premises on Lease basis on the terms and conditions and for the duration mention above.

NOW THIS DEED WITNESSETH and it is hereby agreed by and between the Parties hereto as follows:

**1. PURPOSE OF LEASE**

The Lessee is interested in use of the said premises and / or the demised premises more particularly described in the schedule A hereunder written for ..... (Purpose of the lease).....

The Lessor hereby represents and warrants to the Lessee that the Lessor shall have no objection to the said activities being carried out by the Lessee at

the Demised Premises

## **2. COMMENCEMENT AND TERM OF LEASE**

The Period of the lease ..... (Year)..... (Month) which commence from the date.../.../.....and end on the date .../.../.....

## **3. RENT**

Monthly rental amount Rs...../- (In words ..... only)+ other charges (like maintenance fee, property tax, GST etc) Rs...../- ( In words..... only)

## **4. DEPOSIT**

Amount of an interest-free refundable Security Deposit Rs...../- (In words ..... only)+ Advance payment Rs..... /- (In words ..... only.)

The Lessor hereby further confirm and acknowledge that the Earlier Security Deposit is intact and has not been utilized by the Lessor towards adjustments of any dues payable by the Lessee in terms of the Earlier Lease Deed.

Accordingly, the Lessee shall at the time of taking over possession of the Demised Premises, hand over to the Lessor Pay Orders or Account Payee Cheques for the said sum and the Security Deposit shall be simultaneously refunded to the Lessee in whole by the Lessor at the end of the Term or upon earlier termination as hereinafter provided

## **5. THE LESSEE AGREES WITH THE LESSOR AS UNDER:**

- a) To pay to Lessor the lease rent as we agreed upon and shown on above table.
- b) To bear and pay all electricity, gas and other charges for the demised premises directly to the concerned authority in respect of electricity, gas and other facilities consumed in the said premises in accordance with the bill received from time to time by the Lessee. Lessee is permitted to use connection of Electricity, gas and other facilities of Lessor.
- c) To keep the said demised premises in a good and proper condition.
- d) Not to do or cause to be done anything in or upon the Demised Premises, which is or may be a source of nuisance or annoyance to the Lessor or the other occupants of the Building.

- e) The Lessee shall not without the previous consent, in writing, of the Lessor, alter or effect any of the load bearing walls or effect any structural additions or alterations of permanent nature to the Demised Premises.
- f) Not to purport to assign or sub-Lease the said premises or any part thereof or permit the said premises or any part thereof to be used by persons other than the Lessee without the prior consent in writing of the Lessor.
- g) On the expiry (unless renewed) or sooner determination of this Lease, to remove itself entitled to use the said premises in terms of this deed from the said demised premises to the Lessor in good order and in such condition and state in which the same shall be found at the time of vacating the demised premises (reasonable wear and tear and / or damage by earthquake, tempest, or other Act of God or inevitable accident always excepted)
- h) Lessee is entitled to terminate the Lease with three months notice to the Lessor at any time during the tenure of this presents.

**6. THE LESSOR HEREBY AGREES WITH THE LESSEE AS FOLLOWS:**

- a) The Lessor hereby covenants that, subject to payment of Rent herein reserved, the Lessee shall peacefully hold and enjoy the Demised Premises through out the Term without any interruption, eviction, claim or demand by the Lessor or by any person claiming through, under or in trust for the Lessor.
- b) That the Demised Premises is free of all encumbrances, mortgages, liens or any other charges of any nature whatsoever and there are no restrictive covenants operating upon the Lessor and /or Demised Premises,
- c) That there are no proceedings legal or otherwise pending in connection with the ownership of the Lessor or otherwise of the Demised Premises and the Lessor has not received any notice of acquisition/requisition nor it has entered into any Agreement for Sale/lease/Tenancy in respect of the Demised Premises in favor of any third party.
- d) That there are no outstanding payments of taxes including municipal or local levies, taxes, fee, cess and charges including ground rent and property tax in respect of the Property including Demised Premises and further that all electricity and water charges and such other payments have been made in full to the respective Authority / Bodies / persons as on the Effective Date and the

Lessor shall in the future bear, pay and discharge all payment and taxes and shall not let them remain in arrears whatsoever. If the Lessee is forced to bear the same or any other charges which are to the account of the Lessor herein, the Lessee shall have the right to deduct the amount so paid from the rent payable hereunder.

- e) That there are/shall be requisite cable/lines so as to ensure regular and uninterrupted supply of electricity and power. In case the Lessee is desirous of obtaining the sanction for the electricity and/or power load over and above the load provided by the Lessor in the Demised Premises anytime during the Term of the Lease, the Lessor shall upon Lessee's request, apply for the same or grant such authority/no objection certificate to the Lessee to apply for the same and provide all assistance to the Lessee in obtaining sanction from any Authority /Government for the same. If any deposit is paid to the Authorities by the Lessee, the Lessor shall refund such deposit fully without any deductions whatsoever, at the time of expiry/termination of the lease to the Lessee in full.
- f) That the Demised Premises has adequate supply of potable water.
- g) That the Lessor has not, and shall not, mortgage, sell, assign, convey or transfer in any manner the Demised Premises during the Term

## **7. FORCE MAJEURE, LEGAL PROCEEDINGS ETC.**

Upon the occurrence of any event beyond the control of the parties including fire, accident, riots, flood, earthquake, storm, or any other natural calamity, terrorist activities, war, insurgency activities, any governmental or municipal action, prohibition or restriction which in any way adversely affects the right of the Lessee to peacefully enjoy or use the Demised Premises (hereinbefore and hereinafter "Force Majeure"), the payment of Rent from the Lessee to the Lessor shall stand suspended during the subsistence of such Force Majeure. The Lessee as the party affected by the Force Majeure may notify the Lessor in writing, upon which the Force Majeure suspension would be deemed to have commenced. If such Force Majeure continues to operate for a period exceeding ..... days, the Lease may be continued or terminated with immediate effect at the sole option of the Lessee .

## **8. TERMINATION**

- a) The Lessee shall be entitled to terminate this Lease at any time without assigning any reason after giving ..... months notice to the Lessor and upon expiry of the notice period the Lease shall stand terminated.
- b) In the event the Lessee fails to pay the Rent for a continuous period of ..... months, the Lessor shall be entitled to serve a, thirty days rectification notice in writing to the Lessee. If the Lessee fails to pay the Rent within the said ..... days, the Lease shall stand terminated upon expiry of the said rectification notice.
- c) Upon termination, the Lessee shall hand over peaceful vacant possession of the Demised Premises on return of Security Deposit and all other outstanding amounts/deposits paid/deposited by the Lessee on behalf of Lessor and all other dues hereunder if any that may be payable by the Lessor to the Lessee.

**9. STAMP DUTY AND REGISTRATION CHARGES**

The cost of stamp duty and registration charges and other incidental expenses in connection with execution and registration of the Lease Deed shall be borne by ..... The original Lease shall remain in the possession of the Lessee and a certified copy thereof shall be retained by the Lessor.

**10. NOTICES**

All notices required to be served by either of the Parties hereto upon the other shall be deemed to have been duly and effectually served if delivered by hand or addressed by Registered A. D. post at the following addresses and such service shall be deemed to have been effected in the case of delivery by hand, on the date on which it is so delivered and in the case of delivery by Registered A.D. post on the date the Registered A.D. notice is received by the addressee.

- i) In the case of the Lessor:  
(address: ..... Mobile Number:.....)

- ii) In the case of the Lessee :  
(address: ..... Mobile Number:.....)

Either party may notify to the other in writing of any change in such address for services of notice upon it.

This Lease Deed shall constitute a valid and binding contract between the parties. This Lease Deed sets forth the complete understanding between the parties hereto and supersedes all previous memoranda, understandings, letters of intent and documents exchanged between the parties hereto regarding the subject matter hereof. The terms of this Lease Deed shall not be altered or added to nor shall anything be omitted there from except by means of a supplementary deed in writing duly signed by the Parties hereto.

IN WITNESS WHEREOF the Parties hereto have set their respective hands on the original and one duplicate copy of this Lease Deed here of the day and year first hereinabove written.

Signed and Delivered

Signed and Delivered

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Authorised Signatory

Authorised Signatory

Witnesses:

Witnesses:

1.

1.

2.

2.