

Lease Agreement for commercial purpose

This Lease Agreement made on this day of , at

BETWEEN

Shri son of resident of (Hereinafter called “the LESSOR”, which expression shall, unless repugnant to the context and meaning include his heirs, successors, administrators and assigns) of the ONE PART;

AND

Shri , son of resident of (Hereinafter called “the LESSEE”, which expression shall, unless be repugnant to the context and meaning, include his heirs, successors, administrators and assigns) of the OTHER PART.

WHEREAS

1.The Lessor is in complete possession of the building bearing Municipal No Situated at and more particularly described in the Schedule I given below.

2.On the request of the Lessee, the Lessor has agreed to grant lease in respect of the demised premises for a term of years in the manner hereinafter stated.

NOW THIS Agreement WITNESSETH AS FOLLOWS:

1)In pursuance of the said agreement and in consideration of the rent hereby reserved and of the covenants, conditions and stipulations hereinafter contained and of the Lessee’s part to be paid, observed and performed, THE LESSOR HEREBY DEMISES UNTO THE LESSEE ALL THAT the building bearing Municipal no situated at and hereinafter called as the demised premises, TOGETHER WITH ALL the fixtures and fittings therein, a complete list whereof is given in Schedule II, hereto TOGETHER WITH the electrical installations and together with the right for the Lessee, its employees, servants, agents, customers and persons authorised by the Lessee in common with the Lessor and all the persons authorised by the Lessor to use the entrances, doorways, entrance hall, stair cases, landings and passages in the demised premises for the purpose of ingress thereto. The Lessor and Lessee agree as follows:

i)The Lessee shall occupy the demised premises for the period of years only commencing from the / and determining on .

ii)The Lessee shall pay to the Lessor during the said term monthly (monthly, quarterly, half yearly, yearly)_____ rent of Rs. 12 payable by of each succeeding calendar month to which it relates.

iii) The Lessee has paid to the Lessor a sum of Rs as security deposit and a sum of Rs as advance rent, the receipt of which the Lessor acknowledges.

iv)The security deposit shall be returned on determination of the lease after deduction for damages if any to the property except reasonable wear and tear expected and the advance rent paid shall be adjusted by .

- 2) The Lessee hereby covenants with the Lessor as follows:
- a) To pay the rent as aforesaid on the days and in the manner aforesaid.
 - b) To pay the electricity bills for the electricity consumed for lighting the demised premises and for operation of Air Conditioners, Fans, Computers and electrical appliances in the demised premises.
 - c) Not to make any structural alterations into or upon the demised premises or make any alterations or addition to the external appearance or any part of the demised premises without the previous consent of the Lessor in writing.
 - d) To use the demised premises for office purposes of the Lessee.
 - e) Not to place or keep or permit to be placed or kept on the demised premises any offensive, dangerous or highly inflammable or explosive material or any other article or things, which may constitute a danger, nuisance or annoyance to the demised or surrounding premises or the owners or occupiers thereof.
 - f) Not to sub-let, transfer, assign or part with the possession of the demised premises or any part thereof.
 - g) To permit the Lessor, his servants, employees or agents duly authorised by him to enter into and upon the demised premises at all reasonable times for viewing the condition of the demised premises or doing such works or things as may be requisite or necessary for any repairs, alteration, servicing or improvements to the demised premises.
 - h) To hand over the peaceful possession of the demised premises at the end or the sooner determination of the said term together with all the Lessor's fixtures and fittings in as good condition as received.
 - i) Not to obstruct or suffer to be obstructed the entrance hall, entrances, doorways, passages, staircase or lifts.
 - j) To carry minor repairs in the demised premises not exceeding the extent of Rs per year.
 - k) To replace all broken fittings and fixtures by equally good or better substitutes.
- 3) The Lessor hereby agrees with the Lessee as follows:
- a) That the Lessee shall peaceably and quietly hold, possess and enjoy the demised premises during the term without any interruption, disturbance, claim and demand by the Lessor or any person lawfully claiming under or trust for the Lessor.
 - b) To keep the interior, exterior of the demised premises, the drainage thereof and the water pump in good and tenable repair and condition.
 - c) To keep the entrance, doorways, entrance halls, staircases, lobbies and passages in the said building leading to demised premises well and sufficiently cleaned and lighted at his own expense.
 - d) To pay rates, taxes, assessment, duties, cess, impositions, outgoings and burdens whatsoever payable to local or other authority which may at any time or from time to time during the term hereby created be imposed or charged upon the demised premises.

4)It is hereby agreed that if the rent or any part thereof payable in respect of the demised premises shall be in arrears for a period of two months or if the Lessee shall omit to perform or observe any covenants or conditions on the Lessee's part herein contained, the Lessor may re-enter upon the demised premises after serving a notice to the Lessee.

5)If within a period of one month after the issue of such notice, the Lessee does not pay the rent or does not perform or observe the covenant or condition and thereupon all rights of the Lessee hereunder shall determine.

6)It is hereby expressly agreed between the parties as follows:

a)The Lessee shall be entitled to erect temporary fittings, fixtures, wooden partitions, cabins or make any such addition or alteration, as may be necessary for its use by the Lessee;

Provided that the Lessee shall remove the said fittings, fixtures, wooden partitions, cabins, additions or alterations and restore the demised premises to the Lessor on the expiry of the term or sooner determination of the lease in the same condition as existed before making such changes.

b)If the Lessor fails to pay the taxes, charges, assessment payable by him, or fails to carry out the necessary repairs and other work which he has to carry out as provided herein, the Lessee may after one month notice in writing, pay, discharge and carry out the same at its own cost and the Lessee may set off the same from the rent payable to the Lessor under these presents.

7)The stamp duty and all other expenses shall be borne and paid by the Lessee.

8)Dispute Resolution - All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

SCHEDULE I

(DETAILS OF THE PROPERTY)

All that piece and parcel of the building no admeasuring Sq. mtrs. situate within registration division and district sub division and Taluka , within the limits of Corporation, bearing plot No. carved out of the layout of Survey No.

On or towards

East:

South:

West :

North: dsf

SCHEDULE II

Description of Furniture and Fixtures

Signed by the above named

(Name, Signature and Details)

Signed by the above named Lessee

(Name, Signature and Details)

Witnesses 1. _____

(Name, Signature and Details)

2. _____

(Name, Signature and Details)