***<On Stamp Paper for a value as applicable in the State >***

LEASE DEED :

MONTLY LEASE :

SECURITY : Rs.\_\_\_\_\_\_/-

**LEASE DEED**

This lease deed is made at New Delhi, on this \_\_\_\_day of \_\_\_\_, 2018, between

**5**, Hereinafter called **"The Lessor",** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, legal representatives, administrations, executors etc.);

**AND**

, hereinafter called the **"The Lessee”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, legal representatives, administrators, executors etc.)

**WHEREAS** the **Lessor** are the **owners** and in possession of freehold built up Entire Industrial freehold property bearing No**.\_\_\_\_\_, situated in the layout plan of Clubdeals Bazaar, Phase-XX, New India-110000**.

AND WHEREAS the Lessee has approached the Lessor for the lease of a portion in the building, inspected and seen the building and after having fully satisfied about the ownership and title of the Lessor, the Lessee expressed his/its desires of taking on lease **Built up \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, measuring about \_\_\_\_Sq feet.**,in respect of demised premises No.\_\_\_\_\_, **Clubdeals Bazaar, Phase-XX, New India-110000**.

AND WHEREAS the Lessor is ready and willing to lease the portion in the building and the LESSEE has also inspected the said premises and is satisfied with its condition and also finding it to be fit for their use. Lessee has also satisfied himself about the measurements on Physical verification of the area.

**NOW THIS LEASE DEED IS WITNESSETH AS UNDER:**

**RENT AND PORTION**

That the lessee agreed to take on lease the **Built up** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**.**, in respect of demised premises No. …….**Clubdeals Bazaar, Phase-XX, New India-110000**, for a period of \_\_\_\_\_ (\_\_\_\_\_) MONTHS at a monthly rental of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Only) excluding water, electricity charges, incidental charges, Cetp and Gst.

That after the expiry of \_\_\_\_\_ MONTHS the rent shall be increased @ \_\_\_\_\_% and a fresh lease Deed shall be executed at the sole discretion of the Lessor. The Lessee shall pay the rent after deducting the TDS and give requisite TDS certificates regularly. In case lessee fails to deposit the tax then they shall be liable for action and payment of the TDS so deducted back to Lessor. That the Payment of GST charges on the Rent shall be the responsibility of the Lessee. GST Tax payment will be made to Lessor upon receipt of rent Invoice from Lessor. Any GST/CEPT/Cesses/charges etc. in case applicable shall be borne by the Lessee on actual at his/their own cost and expenses. That the Lessor shall not be liable to pay the same at any stage.

**MODE OF PAYMENT**

1. That the tenancy is month to month, commencing from \_\_\_\_\_st day of each English Calendar Month and expires on the last day of the same month.

The lessee agrees to pay the rent in advance month by month and assure that the payment shall be made by \_\_\_\_\_st of the each English Calendar Month.

**RENEWAL & EXTENSION**

1. That the physical possession of the leased premises has been handed over to the lessee at the time of executing this deed. That in consideration of the monthly rent herein fixed and other covenants herein mentioned and contained, the Lessor agrees to grant to the lessee lease in respect of the said portion of the building together with common facilities and common passages and together with easements of such areas of the building for a period of \_\_\_\_\_ MONTHS commencing from the date of handing over of the peaceful physical possession of the said portion to the lessee **i.e \_\_\_\_.2018 ending on \_\_\_\_\_.**\_\_\_\_\_, and the lease can be renewable and extendible at the option of the Lessor solely on the terms and conditions agreed upon between the parties, subject to enhancement of rent. That at the time of renewal of the next lease Deed the sole options for such renewal shall remain with the Lessor and a fresh lease Deed shall be registered at that time.

**SECURITY**&**REFUND OF SECURITY ON TERMINATION**

1. That the lessee has paid a sum of Rs.\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) as an interest free security. The amount received from the Lessee shall be Interest Free Security Deposit (IFSD) and shall be refunded to the Lessee on the expiry of this agreement or earlier termination thereof and on handing over the complete vacant peaceful physical possession of the said Premise after adjusting all amount due from the Lessee to the Lessor either on account of Lease Rentals (including arrears, if any) or for the expenditure incurred on repair of the Premises necessitated on account of modifications /damages caused to the Premises by the Lessee on account of any act of negligence directly attributable to the Lessee or also any dues towards electricity, telephone, water charges etc.
2. It is agreed that on termination or earlier termination of the lease (including the Renewed Term of lease, if any, in the manner as mentioned above) and the lessee expressing his desires and willingness to vacate and handover peaceful physical possession of the tenanted portion on a fixed date given in writing, but only after the expiry of the lock-in period i.e Two **months** from the date of commencement and the Lessor shall refund the security deposit without interest and after deducting any arrears of unadjusted rent, electric charges, water charges and/or incidental charges at the time of handing over of the possession.

**NON SUB-LETTING**

1. That this lessee shall have no right, title or interest to sublet, assign, part with possession of the whole or part of the above said portion taken on lease by them. It is further made clear that the premises shall be occupied by the Lessee only for units of \_\_\_\_\_\_\_\_\_\_\_and it cannot be occupied even by any of sister or subsidiary concerns or partnership etc. of the Lessee or for any other purpose except with the prior permission in writing with regard

**NO ADDITIONS & ALTERATIONS**

1. That if the lessee make any structural additions and alterations, and effects the structure stability of the building then the same shall be done at his own risk, cost and expenses. However, the lessee can also fix the portable partitions made of wood/Aluminum/like material etc., install air-conditioners, electrical fittings and fixtures without damaging the structure elevation and the outer structure if any manner. All the expenses for restoring the modifications done so by the lessee has to be paid prior to vacating or restore the same as it was at the time of taking the possession

**INSURANCE OF BUILDING & MACHINE MATERIAL ETC**

1. That the lessee at its own cost and expenses shall get the leased premises (at the choice of Lessee), material, furniture, fittings etc. insured against loss of damages by fire, theft and other casualties, normally covered by standard fire, theft, mob etc. and extended coverage policies and forward a copy of the Policy to the Lessor for his record. That the Lessor shall not be responsible for any such losses if happens in future.

**No CREATION OF LIABILITY ON THE PREMISES**

1. That the lessee shall not create or allow the estate of the Lessor in the leased premises at any time during the term or any extension to become subject to any lien, charge or encumbrance whatsoever, and to indemnify and keep indemnified the Lessor against all such liens, charges, and encumbrances. It is expressly agreed that the lessee shall have no authority express or implied to create any lease, charge or encumbrance upon the estate of the Lessor in the leased premises.

**WHITE WASHING REPAIRS ETC**

1. That the lessee agrees to keep the leased premises, electrical fittings, fixtures, water and sewage fittings etc. in safe and good condition and minor repairs to these amenities and facilities at its own cost and expense. The lessee shall surrender and handover the vacant physical possession of the leased premises in such condition as it may then be subject to ordinary wear and tear.
2. That the premises has been white-washed and all maintenance has been carried out and it will be the responsibility of the lessee to keep the same in good habitable condition and in case any white-washing, repairing of tiles, replacement of electrical; sewerage pipe, water pipe, monoblock booster pumps, Submersible pumps etc. is required, then the same has to be done by the lessee at its own costs and expenses and the Lessor shall not be responsible for the same in any manner. That the Lessee shall handover the possession in the same conditions i. neat and clean with white wash as he has taken at the time of taking over the said demised premises.

**ELECTRICITY, WATER CHARGES& CEPT**

1. That the lessee agrees to pay when due all charges for the electricity, water as and when demanded by the concerned authority on actual consumption basis as per the tariff schedule of Tata Power (TPDDL)or its successor-in-interest and Delhi Jal Board prevalent from time to time and handover the photocopies of the paid bills regularly. In case the lessee fails to make the payment of electricity and water charges month by month as demanded by the concerned Authority(s), in that eventuality the concerned Authority shall be at liberty to disconnect the electricity, water and the Lessor shall not be under obligation to provide the same to the lessee. That the Lessee shall also pay the Cept charges as applicable directly to the concerned department.

**NON-PAYMENT OF ELECTRICITY & WATER CHARGES**

1. That if the lessee failed to make the payment of electricity and water charges as per the demand by the concerned authority regularly and the concerned authority initiate any proceedings or if lessee do any mischief and authorities take any action for any fraudulent abstraction of energy illegally on any account whatsoever, then the lessee shall be solely responsible and liable for the same including the damages/ penalties if any

**IN CASE OF MORE ELECTRICITY AND WATER LOAD**

1. The water and electricity (light and power) connection already existing the desired portion. Extra power, if any required shall be arranged by the Lessee at their own risks and costs. However, the Lessor shall sign and execute all requisite applications, documents, undertakings and provide all necessary assistance in this regard, but will not visit the offices of the relevant authorities, until and unless called for in writing by the concerned authorities.

The LESSEE agree to pay during the period of Lease the charges for the electricity consumed in the said premises as per meter readings of the separate sub electric meter provided for this purpose by the LESSOR for the said premises as per commercial rates of the concerned electricity supplying authority.

1. In case the LESSEE desires to get additional load of electricity for the said premises sanctioned from concerned electricity supplying authority or any other appropriate authority, the LESSEE shall get the same at its own cost and the LESSOR will give a "NO OBJECTION” Letter for the same. It is agreed and understood that if for taking such additional load the LESSEE are required to pay any deposit to the Authorities, then at the termination of the Lease the LESSEE shall be entitled to get refund of the same from the electricity authorities and the LESSOR shall render all help and co-operation to the LESSEE for the same.
2. The LESSEE undertake not to do any act or omit to do any act or thing which may interrupt or disconnect the electricity of the other in the said building/ said premises.
3. The LESSEE have satisfied themselves as to quality and of all installations related to electricity within the premises which includes physical conditions along with load or pressure that can be borne by such installations.

**COMPLY WITH ALL RULES & REGULATIONS**

1. That the lessee agrees to comply with all the rules, regulations of all the Govt. Departments local bodies and all the provisions of the relevant acts applicable for the proper and beneficial enjoyment of the premises.
2. That in case any local or government authority take any action against the premises on account of violation of any law for using the premises without any license, trade or business etc. and lodge any report, then the lessee shall be solely responsible and liable for the same and the lessor has the right to recover the cost of the damages directly/indirectly

**COMMON BILLS AND PAYMENT:**

1. That it is agreed between that the Lessee shall pay the proportionate charges of common bills, common utilities of the aforesaid entire property like common bore/well, booster pump charges, common areas/passages electric charges, common maintenance charges with the other co-occupants of the entire building.

**TERMINATION OF LEASE**

1. It is hereby agreed that The Lessee shall not be entitled to terminate this Agreement before expiry of a period of Two Months (**‘Lock-in Period’**) from the Commencement Date. In the event, Lessee terminates this Agreement, prior to completion of the Lock-in Period, in such an event, Lessee shall be responsible for payment of Rent for the balance unexpired period of the Lock in Period.

1. The LESSOR during the term of the Lease, shall also have right to terminate the Lease under following circumstances:

* If LESSEE fails to pay the rent or other charges, liabilities or dues for any month then the LESSOR shall serve 7days written notice to the LESSEE for discharge of the due amounts. However, if the LESSEE still fail to discharge its rent liability on the expiry of the notice, the LESSOR at their discretion, shall thereupon terminate the Lease and the Lessee shall also be responsible for Rent of Balance Period of Lock In Period. Plus the damages
* The LESSEE shall also be liable to pay the overdue payments of Rs.10,000/- per day and handover the physical possession of the said premises to the LESSOR.
* If LESSEE repeats default in payment of rent or any other above mentioned charges after above mentioned notice and reprieve for the first time the termination shall follow solely at the discretion of the LESSOR.
* Sub-letting, Mortgage, Pledge, Charge or assignment or any act of like nature.
* Dishonour of cheques given by the LESSEE for any reason whatsoever.
* Parting with possession of said property, for possession and rights, only main contracting party are the right holder and not any subsidiary, venture company, supplier etc.
* In case LESSEE undertakes, allows to be undertaken whether intentionally or unintentionally any activity contrary or forbidden by law, regulations, laws and by-laws and this include any activity by LESSEE, its employees etc.
* In case of liquidation proceeding against LESSEE.
* In case of LESSEE being penalized or fined or convicted of any unlawful, illegal, wrongful and other such activities.
* In case of breach of any of term of this LEASE DEED or any other law, rules, guidelines or by law applicable.

1. The LESSEE, on the expiry or earlier termination of the LEASE shall be liable to be vacate the said property and handover the peaceful vacant possession of the said premises to the LESSOR subject to the refund of the security deposit after adjusting unpaid Dues by the LESSOR to the LESSEE.
2. On failure of the LESSEE to vacate the said premises, the LESSEE shall be liable to pay to the LESSOR compensation equivalent to three times the rate of monthly rent payable at the time of termination of the lease which shall be deducted by LESSOR from Security Deposit.
3. Lessee will not remove any material till all dues of any nature are not cleared.

**TERMINATION BY BOTH THE PARTIES**

1. That Lessee shall be at liberty to vacate only after the expiry of the lock-in period i.e36**months**, the lease during the currency of the lease period or during the extending period by giving two months notice in writing sent on the Lessor but the Lessor is at liberty to get vacated the said premises within the Lock-in period also if desired by the Lessorby giving two months notice in writing sent on the Lessee.

**DAMAGES FOR UNAUTHORISED USE & OCCUPATION**

1. That if on expiry or earlier termination of the term of lease (including the renewed term, if specifically entered into through a separate written lease deed), the physical possession of the tenanted premises is not handed over to the Lessor, as stipulated herein before, the Lessee shall be deemed to be in unauthorized use, occupation and possession and shall be bound to pay damages, for the said period of unauthorized use and occupation @ Rs.00,000/- (Rupees ……………………. Only) per day till the actual physical possession is handed over by the lessee to and Lessor.

**PROPERTY TAX**

1. That the property tax, shall be borne by the Lessor in respect of the leased portion.
2. That the lessee agrees to pay all the taxes, cess, charges, rates etc. as are leviable by the concerned authorities for the use and occupation of the premises by the lessee connected with his/its trade/business/commercial.

**FIRE FIGHTING EQUIPMENTS**

1. That the Lessee shall provide and install Fire Fighting Equipment required inside the portion or which may be required on account of any interior decoration/partition and take all preventive measures as are required under the Delhi fire Prevention & Safety Act, 1986 at its own costs and expense in future. This shall also apply for any future, additional requirements.

**NO LIABILITY**

1. That the Lessee shall have no claim against the Lessor as to any item of work, quality of work, material, installation etc. in the said portion or on any other ground whatsoever. Complaints, if any, are to be got rectified before the taking over of possession by the Lessee. The Lessor shall not be held responsible or liable for any damage, loss etc. to the said portion or the building or any harm, injury etc. to the Lessee, Occupier, Visitor or User thereof whatever may be the cause, after possession of any of the portion is handed over to the Lessee.

**NO HINDRANCE, INTERFERENCE, NUISANCE**

1. That the Lessee shall not make any additions or alterations in the common portions, meant for the use of Lessor/other occupant/occupants of the building and shall not create any hindrance, interference or cause nuisance for the beneficial enjoyment of the portions of the building by the other occupants and in case Lessee cause nay hindrance or interference, then the same shall be removed by the Lessor/other occupants of the building.

**ENJOYMENT WITHOUT INTERFERENCE**

1. That the Lessee shall be at liberty to use and occupy the said portion without any interference or hindrance, but subject to complying with the terms and conditions, contained herein and fulfilling the same.

**NO CLAIM OF ANY NATURE**

1. SAVE AND EXCEPT in respect of the particular portion hereby agreed to be leased by the Lessee, the Lessee shall have no claim, right, title or interest of any nature or kind except right of ingress and egress over or in respect of all or any of the common areas, such as open space etc. which shall remain the property of the Lessor and the Lessor shall be entitled to build upon or add to the existing structure and bring about any changes herein without any objection by the lessee.

**COMPLY WITHRULES &REGULATIONS**

1. That the Lessee shall comply with and abide by the Laws, Bye-Laws, Rules & Regulations, Requisitions, Demands etc. of the Municipal Corporation of Delhi, Delhi Development Authority, Provident Fund, ESI, Labour Dept. or any other local authority or Government Authority and shall attend, answer and carry out at his own cost.

**COVENANTS TO BE COMPLIED BY LESSEE**

1. That the Lessee shall not use the said portion or permit the same to be used for any purpose whatsoever other than as permissible.

* That the Lessee shall not use the portion for any purpose which may cause nuisance or annoyance to other occupiers in the building of the owners or occupiers of the neighboring property or for any illegal or immoral purposes.
* That the lessee shall not at any time damage or demolish the said portion or any part thereof agreed to be taken by them nor will at any time make additions or alterations of whatever nature to the said portion or any part thereof.

**INSPECTION & TO TAKE ANY STEPS BY THE LESSOR**

1. That the Lessor or its nominee or their representative, employee etc. shall be entitled at any reasonable time to enter into and upon the said portion for carrying out any repairs or to take any steps to prevent danger to property etc.
2. That the Lessor or its employees shall be within his/her/their right to inspect the demised premises within reasonable hours.

**NO LIABILITY OF LESSOR**

1. That the Lessor shall not be responsible or liable for the destruction or damage to the demised premises or any part thereof by reason of any force majeure circumstances like fire, acts of God, or any irresistible force, War, Civil Disturbance, riots, terrorism or any other reason (s) whatsoever. However, if the demised premises cannot be used by the lessee due to such destruction or damage, the lessee shall be at liberty to handover vacant peaceful physical possession of the tenanted premises and in case the lessee fails to handover the premises to the Lessor, then the lessee shall be responsible and liable to pay the rent/damages, as agreed upon, as mentioned above.

**LIABILITY OF LESSEE**

1. That incase the aforesaid premises is sealed by any of the Government/semi- Govt. dept. or by any authority due to the use and occupation/trade &licence of the premises by the lessee connected with his/its trade/business/commercial use in the demised premises, then the lessee shall be responsible to get the premises de-sealed at their own cost and expenses and also indemnity to the Lessor that they will not stop the rent during that period also.
2. That the Lessor and Lessee do hereby Jointly and severally undertake to SIDBI and its successions and assigns at hat SIDBI its officials and authorised agents and representatives/successors and assigns shall have full right and liberty to enter upon the said demised premises for the purpose of inspection/investigation/exercise of any of its rights(s) whatsoever as creditor/secured creditors of the Lease under the terms of the security documents executed between SIDBI and the Licensee in respect of the financial facilities granted to the Lesssee and/or for exercise of its right under any provisions of the law thereof for enforcement of its securities located at the demised premises without any hindrance of objection whatsoever from the Lessor/owner or any person(s) claiming under him/them.

**SERVICE OF NOTICE**

34.That any notice in terms of this lease by either party, will be given at the above stated address by registered A.D. post.

**LEGAL EXPENSES FOR THIS DEED**

35.That all the expenses for the legal documents, including stamp duty, registration charges, other incidental expenses and for registration thereof in relation to the said portion, shall be borne by the both the parties equally.

**MAINTENANCE OF GENSET**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

36. That the Lessee shall also pay the extra charges for the use of the Genset as has been mutually decided between the Lessor and the Lessee as per the separate agreement.

**IN WITNESS WHEREOF THE PARTIES TO THIS AGREEMENT HAVE SET THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.**

**WITNESSES**

**LESSOR**

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**LESSEE**

**DRAFTED BY :**

**Legal Team**

**Clubdeals Realty**

www.clubdealsrealty.com