

LEASE AGREEMENT

THIS AGREEMENT TO LEASE is made and entered into at _____ on this the _____ day of _____ 2009:

BETWEEN

Sri. _____ hereinafter called the **LESSOR** (which expression shall include his heirs, successors, legal representatives, administrators, executors and assignees) OF THE **ONE PART**.

AND

Sri. _____ hereinafter called the **LESSEE** which expression shall include his heirs, successors, legal representatives, administrators, executors and assignees) OF THE **OTHER PART**:

RECITALS:

The LESSOR is the sole and absolute owner, in possession of the premises which is more particularly described hereunder (hereinafter referred to as the '**SCHEDULED PREMISES**') having full and unfettered rights to lease the same or any portion thereof.

The LESSEE intends to take on lease the **SCHEDULED PREMISES** to be used as "_____ **Premises**" for its company.

The LESSOR has agreed to give on lease and the **LESSEE** has agreed to take on lease, the **SCHEDULED PREMISES** on certain terms and conditions as are stated hereunder.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The LESSOR agrees to lease the SCHEDULED PREMISES to the LESSEE for a period of _____ **months** (hereinafter referred to as the "Agreement Period"), commencing on date of signing of this agreement and ending on _____.

2. The **LESSEE** shall use the **SCHEDULED PREMISES** as “**Office/Residential Premises**” for its company.
3. The **LESSEE** shall pay to the **LESSOR** as lease rent for the **SCHEDULED PREMISES**, an amount of **Rs.**_____ /- (Rupees _____ only) per month, exclusive of water and electricity charges, by way of a **cheque/cash** on or before the ___ day of every succeeding month.
4. The **LESSEE** has paid an amount of **Rs.**_____/- (Rupees _____ only) to the **LESSOR**, by way of cheque drawn on _____ Bank, _____ Branch bearing No. _____, Dt. _____, as interest free refundable security deposit, which shall be refunded by the **LESSOR** to the **LESSEE** promptly at the expiry or earlier termination of this Agreement, whichever is earlier, after adjusting any outstanding dues payable by the **LESSEE** and on the **LESSEE** delivering vacant possession of the **SCHEDULED PREMISES**.
5. The **LESSEE** shall pay the applicable electricity and water charges directly to the concerned authorities according to the meter, installed at the **SCHEDULED PREMISES** or as billed by the concerned authorities.
6. The **LESSEE** shall not carry out any structural additions or alterations to the **SCHEDULED PREMISES** without the prior consent of the **LESSOR**. However, the **LESSEE** shall at its own cost, be entitled to install such domestic electrical appliances as may be found necessary by it. On the expiry or earlier termination of this Agreement, the **LESSEE** shall remove and take away all the appliances installed by it and restore the **SCHEDULED PREMISES** to its normal condition, subject to normal wear and tear.
7. All rates, taxes and other levies and / or out goings on account of property tax and all other levies, municipal or otherwise shall be paid by the **LESSOR** in time, failing which the **LESSEE** can pay any such outstanding dues to the concerned authorities and deduct such amount from the monthly lease rent payable.

8. The **LESSOR** undertakes to fully perform his obligations stated herein and also comply with the requirements of the concerned municipal and other applicable authorities to ensure peaceful occupation of the **SCHEDULED PREMISES** by the **LESSEE**, during the Agreement Period.
9. The **LESSOR** shall not violate any rules, regulations, laws and byelaws of the municipal corporation or any local authority having jurisdiction over the **SCHEDULED PREMISES**.
10. The minor day-to-day repairs such as replacement of fuses, fixing of leaking water taps, minor maintenance of electrical/sanitary and other fittings and fixtures shall have to be carried out by the **LESSEE** at its own cost, but all major repairs including replacement or breakage, bursting of sanitary pipes, changes in the electrical system, cracks in construction etc., shall be repaired/replaced by the **LESSOR** at his cost.
11. The **LESSEE** at the expiry of the Agreement Period may at its option renew the lease for a further period of _____months from time to time on such terms and conditions as are mutually agreed by the **LESSOR** and the **LESSEE**.
12. On the expiry of the lease or on earlier termination of the lease, the **LESSEE** shall deliver the vacant possession of the **SCHEDULED PREMISES** to the **LESSOR** in good condition, subject to natural wear and tear.
13. The **LESSOR** shall have free and unobstructed access to the **SCHEDULED PREMISES** for inspection and to carry out repairs provided the **LESSEE** is given at least 24 hours advance notice and a time for such inspection or repairs is fixed and the convenience of the **LESSEE** shall be taken into account in this regard.
14. The **LESSEE** shall not sub-let, assign or transfer or otherwise part with the possession of the whole or any part of the **SCHEDULED PREMISES**.

15. The **LESSEE** or the **LESSOR** may terminate this Agreement any time during the Agreement Period, subject to the issuance of an advance notice of _____ months, made in writing.
- 16 The **LESSOR** represents and warrants that he is fully empowered, authorized and able to let out the **SCHEDULED PREMISES** on lease to the **LESSEE** as envisaged in this Agreement and that there is no mortgage, charge or any other encumbrance of any nature in respect of the **SCHEDULED PREMISES** and that he will keep the **LESSEE** harmless and indemnified from any proceedings initiated by others in respect of the quiet possession and enjoyment of the **SCHEDULED PREMISES** by the **LESSEE**.
- 17 This Agreement may be varied or modified only by the mutual consent of Parties hereto, expressed in writing.
- 18 Any dispute that may arise between the Parties shall be subject to the jurisdiction of the courts of_____.

SCHEDULE PREMISES

All the part and parcel of the House bearing No. _____
_____admeasuring a total extent of around _____ Sq.
Fft. having _____bedrooms and bounded by:

North :

South:

East :

West :

FIXTURE & FITTINGS

- 1.
- 2.
- 3.

In witness whereof the **LESSEE** and the **LESSOR** have hereunto set and subscribed their respective hands and seal on the Day, Month and Year first above written.

.....
LESSOR

.....
LESSEE

WITNESS:

- 1.
- 2.