LEASE AGREEMENT

This LEASE AGREEMENT is executed at (PLACE) on this (Date) day of (Month), (Year) by and between:

(Name of the Owner),

S/o or D/o. (Father's Name of the Owner),

(Permanent Address of the Owner)

(hereinafter jointly and severally called the "LESSOR", which expression shall include their heirs, legal representatives, successors and assigns) of the ONE PART:

AND, in favour of:

(Name of the Tenant),

S/o or D/o. (Father's Name of the Tenant),

Working/Studying at (Address of the Office/Studying Institution)

having a permanent address at (Complete Permanent Address of the Tenant)

(hereinafter called the "LESSEE", which expression shall include its legal representatives, successors and assigns) of the OTHER PART.

WHEREAS the Lessor is the absolute owner of the property situated at (Complete Address of the Leased Property) as detailed in Annexure-I, hereinafter referred to as "Demised Premises".

WHEREAS the Lessee has requested the Lessor to grant Lease with respect to the Schedule Premises and the Lessor has agreed to lease out to the Tenant the Property with two-wheeler and four-wheeler parking space in the ground floor for residential purposes only, on the following terms and conditions:

NOW THIS DEED WITNESSETH AS FOLLOWS:

- 1. The lease in respect of the "Demised Premises" shall commence from (Starting Date of Agreement) and shall be valid till (Expiry Date of Agreement). Thereafter, the same may be extended further on mutual consent of both the parties.
- 2. That the Lessee shall pay to the Lessor a monthly rent of Rs. (Amount of rent in Numbers), excluding electricity and water bill. The rent shall be paid on or before 7th day of each month without fail.

- 3. That the Lessee shall pay to the Lessor a monthly maintenance charge of Rs. (Amount in Numbers) towards the maintenance of Generator & Elevator, Salaries towards guards, Charges for Electricity Maintenance for Common Areas, Charges towards cleaning of Common Areas and towards maintaining the lawn.
- 4. That the Lessee shall pay for the running cost of elevator and generator separately to the Lessor.
- 5. The Lessee will pay to the Lessor an interest-free refundable security deposit of Rs. (Amount in Numbers) vide cheque no (Cheque Number) dated (date of the cheque) at the time of signing the Lease Agreement. The said amount of the Security deposit shall be refunded by the Lessor to the Lessee at the time of handing over possession of the demised premises by the Lessee upon expiry or sooner termination of this Lease after adjusting any dues (if any) or cost towards damages caused by the negligence of the Lessee or the person he is responsible for, normal wear & tear and damages due to act of god exempted.
- 6. That all the sanitary, electrical and other fittings and fixtures and appliances in the premises shall be handed over from the Lessor to the Lessee in good working condition.
- 7. That the Lessee shall not sublet, assign or part with the demised premises in whole or part thereof to any person in any circumstances whatsoever and the same shall be used for the bonafide residential purposes only.
- 8. That the day-to-day minor repairs will be the responsibility for the Lessee at his/her own expense. However, any structural or major repairs, if so required, shall be carried out by the Lessor.
- 9. That no structural additions or alterations shall be made by the Lessee in the premises without the prior written consent of the Lessor but the Lessee can install air-conditioners in the space provided and other electrical gadgets and make such changes for the purposes as may be necessary, at his own cost. On termination of the tenancy or earlier, the Lessee will be entitled to remove such equipment and restore the changes made, if any, to the original state.
- 10. That the Lessor shall hold the right to visit in person or through his authorized agent(s), servants, workmen etc., to enter upon the demised premises for inspection (not exceeding once in a month) or to carry out repairs / construction, as and when required.
- 11. That the Lessee shall comply with all the rules and regulations of the local authority applicable to the demised premises. The premises will be used only for residential purposes of its employees, families and guests.
- 12. That the Lessor shall pay for all taxes/cesses levied on the premises by the local or

government authorities in the way of property tax for the premises and so on. Further, any other payment in the nature of subscription or periodical fee to the welfare association shall be paid by the Lessor.

- 13. That the Lessor will keep the Lessee free and harmless from any claims, proceedings, demands, or actions by others with respect to quiet possession of the premises.
- 14. That this Lease Agreement can be terminated before the expiry of this lease period by serving One month prior notice in writing by either party.
- 15. The Lessee shall maintain the Demised Premises in good and tenable condition and all the minor repairs such as leakage in the sanitary fittings, water taps and electrical usage etc. shall be carried out by the Lessee. That it shall be the responsibility of the Lessee to hand over the vacant and peaceful possession of the demised premises on expiry of the Lease period, or on its early termination, as stated hereinabove in the same condition subject to natural wear and tear.
- 16. That in case, where the Premises are not vacated by the Lessee, at the termination of the Lease period, the Lessee will pay damages calculated at two times the rent for any period of occupation commencing from the expiry of the Lease period. The payment of damages as aforesaid will not preclude the Lessor from initiating legal proceedings against the Lessee for recovering possession of premises or for any other purpose.
- 17. That both the parties shall observe and adhere to the terms and conditions contained hereinabove.
- 18. That the Lessee and Lessor represent and warrant that they are fully empowered and competent to make this Lease. That both the parties have read over and understood all the contents of this agreement and have signed the same without any force or pressure from any side.
- 19. In case of any dispute to this agreement and the clauses herein, the same will be settled in the jurisdiction of the (city) civil courts.
- 20. That the Lease Agreement will be registered in front of the Registrar and the charges towards stamp duty, court fee & lawyer/coordinator will be equally borne by the Lessor and Lessee.

ANNEXURE-I

The (Complete Address) of the Property, consisting (Number of Bedrooms) bedrooms, living room, family lounge, kitchen, servant room and inbuilt fittings & fixtures and inventory of (Number of Fans), (Number of CFL Lights), (Number of Geyser), (Number of Mirrors).

IN WITNESS WHEREOF BOTH PARTIES AGREES AND SIGNS THIS AGREEMENT ON THIS DAY AND YEAR

WITNESSES:

• (Name of the Witness)

(Signature of the Witness)

(Address of the Witness)

• (Name of the Witness)

(Signature of the Witness)

(Address of the Witness)

(Signature of the Lessor)

(Signature of the Lessee)

(Name of the Lessor)

(Name of the Lessee)

LESSOR

LESSEE