

LEASE DEED

This LEASE DEED made at _____ on this _____ day of _____ 200 , BETWEEN _____

_____ (hereinafter called the 'LESSOR', which expression shall unless excluded by or repugnant to the context include his/her heirs, executors, administrators, representatives and assigns) of the ONE PART and _____

_____ (hereinafter called the 'LESSEE', which expression shall unless repugnant to the context or meaning thereof include his/her successors and assigns) of the OTHER PART, WITNESSETH as follows.

In consideration of the rent hereinafter reserved and all the covenants and conditions hereinafter contained to be observed and performed on the part of the LESSEE, the LESSOR does hereby grant, transfer, demise by way of lease the premises consisting of _____

_____ situated at No. _____ of which the LESSOR is entitled in law to execute this Deed together with the appurtenant land/space, the rights to make use of entrances, passages, stair case landing and other easements, belonging and pertaining to the said premises unto and to the use of the LESSEE for a period of _____ months/years,

Contd....2.

commencing from _____ upto _____, renewable by mutual consent, by paying unto the LESSOR during the said period a rent of Rs. _____ (Rupees _____) per month, payable in Advance, inclusive of hire changes of the fittings and fixtures in the premises, subject to the following conditions: -

1. THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:

- (1) That the LESSEE shall pay to the LESSOR the said monthly rent by Cheque/draft/cash on or before _____ day of each English calendar month.
- (2) That the LESSEE has paid Rs. _____ (Rupees _____) equal to _____ month/s rent as Security Deposit, to be refunded without interest at the time of termination of the lease or vacation of the house/flat after deducting outstanding dues, if any.
- (3) That the subject to the LESSOR's covenants, the LESSEE shall keep the interior of the demised premises in good order and condition (reasonable wear and tear excepted) and attend to minor repairs such as fuses, leakage of water taps etc.
- (4) That the LESSEE shall use the demised premise for residential/commercial purposes only and shall pay for consumption of electricity and water direct to the concerned authorities as per Bills received by them.
- (5) That the LESSEE shall not sub-let. Assign or otherwise part with possession of the demised premises without the consent of the LESSOR in writing.

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- (6) That the LESSEE shall make the payment of monthly Maintenance Charges to the Society/Huda, if applicable.
- (7) That the LESSOR or LESSEE, shall be entitled to terminate the lease at any time during the initial or renewed term(s) of the lease upon serving _____ month/s previous notice in writing of his/her intention to do so.
- (8) That the LESSEE shall deliver the demised premises to the LESSOR on the expiration or earlier determination of the lease together with the LESSOR's fittings and fixtures, if any, in such conditions herein contained. The Lessee shall be responsible any breakage and damage done to the electrical sanitary & other fittings & fixtures during the tenancy period.

II. THE LESSEE HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:

- 1) That the LESSOR shall pay all taxes, rates, licence, fees, ground rent and changes of whatever character assessed, levied, changed and imposed by any lawful authority in respect of the demises.
- 2) That the LESSOR shall effect all major repairs such as leakage in electricity, sanitary fittings, water pipes or cracks etc. at his/her own cost immediately upon such defects are notified to him/her by the LESSEE.
- 3) That the LESSEE shall peacefully and quietly hold and enjoy the demised premises during the lease period(s) without any interruption or disturbance by the LESSOR or any person rightfully claiming under or in trust for him/her.
- 4) That the LESSOR represents and warrants that he/she is fully entitled to execute this Lease Deed and that he/she will hold the LESSEE free and harmless of any demands, claims, actions or proceedings by other in respect of quite possession of the demised premises.

Contd.....4.

III. IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

- 1) That the LESSEE shall permit the LESSOR, his/her agent(s), etc. to enter upon the leased premises for inspection and carrying out repairs etc. at reasonable time as and when necessary.
- 2) That the lease term can be renewed if mutually agreed between the LESSOR and LESSEE on the fresh terms and conditions them mutually agreed to between them for which the LESSEE shall give to the LESSOR a notice not less than _____ month(s) before the expiration of the term hereby granted.
- 3) That the LESSOR, his/her authorized agent shall acknowledge and give valid and duly stamped receipt for each and every payment made by the LESSEE, and such receipt shall be conclusive proof of such payment.

IN WITNESS WHEREOF, the parties have executed these presents at _____ on the day, month and year first above written in the presence of witnesses.

WITNESSES:

LESSOR

1.

2.

LESSEE