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 SCHEDULE 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 outgoings 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. Ft. 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.