

LEASE DEED

THIS DEED OF LEASE made on this _____ day of _____ two thousand _____ between Shri/Smt. _____ S/W/O _____ residing at _____ and owner of the premises at _____ (hereinafter called "the Lessor" with respect to the latter premises which expression shall wherever the context permits be deemed to include his/her heirs, successors, legal representatives and assigns) of the one part and M/s XYZ Limited, a Company incorporated under the Companies Act, 1956. having its office at _____ through its _____ hereinafter called "the Lessee" which expression shall wherever the context permits be deemed to include their successors and assigns of the other part, witnesses 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 _____ 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-cases, landings and other easements belonging and pertaining to the said premises unto and to the use of the Lessee for a period of _____ commencing from _____ by paying unto the Lessor during the said period a rent of Rs. _____ (_____ only) per month, inclusive of hire charges of the fittings, equipments and fixtures in the premises

NOW THIS LEASE DEED WITNESSETH AS UNDER:-

- i) That the Lessee shall pay to the Lessor the said monthly rent by cheque on or before the 15th of each English calendar month.
- ii) That the Lessee shall use the demised premises for the residential use of the officer who shall pay the charges of consumption of electricity and water direct to the Lessor or the concerned authorities as per bills received by him.
- iii) That the Lessee shall permit the Lessor his/her authorized representatives to enter upon the demised premises at all reasonable times for the purpose either for inspection or repair of the demised premises, as and when necessary.
- iv) That 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 and damage by fire, earthquake, flood, tempest, lightning, violence of any kind or of a mob or other irresistible or inevitable force or accident excepted) and attend to minor repairs, such as fuses, leakages of water taps, etc.

- v) That the Lessee shall not erect on the demised premises any permanent structure without the written consent of the Lessor, provided that the Lessee may without the Lessor's consent erect temporary partitions at its own cost.
- vi) That the Lessee shall not sublet, assign or otherwise part with possession of the demised premises without the consent of the Lessor.
- vii) That the Lessee shall be entitled to terminate the lease at any time during the initial or renewed term of the lease upon serving one month's previous notice in writing of its intention to do so.
- viii) That the Lessee shall deliver the demised premises to the Lessor on the expiration of earlier termination of the lease together with the Lessor's fittings and fixtures, if any, in such condition as consistent with the covenants and conditions herein contained.

That in case the if, Lessee fails to vacate and give the physical vacant possession of the said rented property within the said stipulated period, then the Lessee shall pay the damages @ Rs...../- per day till the possession is given by the Lessee to the Lessor.

- i) That the Lessor shall pay all taxes, rates, licence fees, ground rent and charges of whatever character assessed, levied, charged and imposed by or payable to any lawful authority in respect of the demised premises and if the Lessor fails or neglects to pay the same, the Lessee may make such payment and deduct the same with interest at the rate of 12% per annum from the rent or otherwise recover it from the Lessor.
- ii) That the lessor shall effect all major repairs such as leakages 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 and if the Lessor fails or neglects to make such repairs the Lessee may cause the same done and deduct the expenses of such repairs with interest at the rate of 12% per annum from the rent or otherwise recover it from the Lessor.
- iii) That the Lessor shall arrange the white wash, distemper, paint, polish the demised premises before occupation by the Lessee and thereafter once in two years during the lease period or extended lease period, at his/her cost.
- iv) 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 rightly claiming under or in trust for him/her.
- v) 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 others in respect of quite possession of the demised premises.

IN WITNESS WHEREOF the parties hereto have executed these presents at New Shimla on the day, month and year first above written in the Presence of.

WITNESS:

1.

2.

LESSOR

1.

2.

LESSEE

For and on behalf of XYZ Limited.