
LEASE DEED

This Lease Deed is made on this the _____ day of _____ between Sh. / Smt. _____ Son / Daughter of _____, Resident of _____ hereinafter called the Leaser (which expression unless repugnant to the context or law shall include his/her heirs successors, legal representatives and assigns) of the one part

AND

Sh./ Smt. _____ Son/ Daughter of Sh. _____ Resident of _____ hereinafter called the Lessee (which expression unless repugnant to the context or law shall include its successors, and assigns) of the other part.

Whereas the Leaser owns the premises being Flat No. _____ consisting of _____ bedrooms, _____ bathrooms/toilets with geysers, one drawing-cum-dining room and one kitchen along with all the fixtures and fittings described in Annexure I attached hereto as also one covered car parking space.

And Whereas, the Lessee is wants to arrange for residential accommodation for self and family in the said premises.

And Whereas the Lessee is desirous of taking the said flat on rent for the aforesaid purpose and Leaser has agreed to let out the said Flat No. _____ on the terms and conditions appearing hereinafter, for a period of _____ months.¹

Now this Lease Deed witnesseth as under:

1. That the Leaser has agreed to leased out the Flat No. _____ to the Lessee at a rent of Rs. _____/- per month inclusive of maintenance and other charges towards fittings and fixtures for a period of _____ months commencing from --/--/----, after deduction of tax as required by law.²
2. That the flat has been handed over in a good tenantable condition by the Leaser to the Lessee.³
3. That the Lessee is fully entitled to request the Leaser for renewal of the lease for a further period of _____ months on the same terms and conditions except that the rent would be revised by _____% p.a. which is acceptable to the Leaser.⁴

¹ Party identifier Clause

² Property Identifier clause

³ Clause as to the state of property. Note "good tenantable condition" add further identifiers if required. Sufficiently vague to benefit the tenant but puts the onus on Leaser.

⁴ Leaser responsibilities

4. That the Lessee shall pay charges for electricity and water consumed as per bills received from the concerned authorities before the due date.⁵

5. That the Lessee shall not make any additions or alterations or structural changes in the said flat provided, however, that the lessee may erect temporary partitions, install air-conditioners, refrigerators, cooking range and other fixtures, fittings and equipment at its own cost and on termination of the lease restore the said flat to its original condition.⁶

6. That all day-to-day minor repairs shall be carried out by the Lessee at its own cost and all major repairs shall be carried out by the Leaser at his own cost. For the said purpose, the Lessee shall permit the Leaser or his authorized agents, surveyors and workmen with all necessary appliances to enter into the flat during working hours to carry out such major repairs, for which the Leaser would, on receiving such request, send a notice to the Lessee in this behalf.⁷

7. That the Leaser will ensure to the Lessee a peaceful and uninterrupted use and enjoyment of the flat during the terms of this lease and extension thereof without any interruption from the Leaser or any of his/her agents.⁸

8. That the lessee shall exclusively use the said flat for residential purposes as mentioned above.

9. That the Lessee shall not keep or store any goods or any other material of a combustible or explosive nature, or cause any nuisance or annoyance to the neighbors and other occupants of the building and shall observe and perform all the rules and regulations and bye-laws as to the use of the building as laid down by the concerned Association/Society of the building from time to time.

10. That the Lessee shall not interfere with the usage of common portions of the building and in no way obstruct the free passage and movement in the common portions reserved for use of other occupants of the building like corridors, common stairs etc.

11. That the Lessee shall hand over the vacant possession of the said Premises to the Leaser on expiry of lease with all fittings and fixtures in good repair (normal wear and tear excepted).

12. That on expiry of the lease period, if the same is not renewed or is determined earlier, for any reason whatsoever, the Lessee shall vacate and voluntarily hand over vacant physical possession of the said premises to the Leaser.

13. That the Lessee and Leaser are at liberty to terminate the lease by sending to the other party one month/'s notice.

⁵ Tenant responsibility

⁶ Repairs and alteration

⁷ Repairs and alteration

⁸ Section 108A(c), Transfer of Property Act, Right to Quiet Enjoyment

14. That the Leaser will have the right to terminate the lease in case of breach of the terms of the lease or any other covenant, term or condition contained herein.

15. That in the eventuality of the Lessee vacating the premises under any circumstances, it will be entitled to remove all the fixtures and fittings, air conditioners, refrigerators, cooking range or any other equipment brought in or installed by it in the demised premises.

16. That the Lessee has, at the request of the Leaser, deposited a sum of Rs. _____/- as interest free security deposit with the Leaser which shall be either refundable at the time of vacation of the premises or be adjusted in the last two months' rent before vacating the premises by the lessee.⁹

17. That the lessee is entitled to deduct income tax or any other tax, as may become applicable, out of the payment of rent to the Leaser. However, the lessee assures and undertakes that it shall issue the necessary TDS certificates on account of any statutory deductions having been made, within the time prescribed by law.

18. That the Leaser shall be a liable for payment of all taxes including property tax, house tax, ground rent, scavenging tax or any other tax cess or charge imposed by any municipal of public authority in respect of the property in question.

19. That the Leaser has handed over the premises to the lessee in good tenantable condition, which the lessee accepts. However, any defect or deficiency discovered later on by the lessee would be rectified and attended to by the Leaser at her own cost.

20. That the lessee shall not do things which may be of nuisance or annoyance to the neighbors or which may damage the premises of the Leaser or any other portion of the building.

21. That the Leaser accepts the purpose of use of the subject premises by the lessee. However, in case of any violation of any laws, the lessee would be responsible for the same. In any case, if any permission, approval or license is required, the Leaser agrees to sign the necessary papers in that regard.

22. That the Leaser and the lessee represent and warrant that they are fully empowered authorized and able to execute this lease and that the Leaser shall keep the lessee free and harmless of any demands, claims, actions of proceedings in respect of the said premises.

23. That the lessee shall be required to give a notice in writing to the Leaser of its intention to have the lease renewed for a further period of ___ months.

IN WITNESS WHEREOF the Leaser and Lessee have set their hands to the this Lease Deed on the day, month and year first above mentioned in presence of the witnesses signing hereunder:

⁹ Security Deposit terms

LEASER

1.

LESSEE

2.