

MODEL LEASE AGREEMENT

**LEASE AGREEMENT**

THIS LEASE MADE ON THIS \_\_\_\_\_ DAY of \_\_\_\_\_ in the between \_\_\_\_\_ r/o \_\_\_\_\_ hereinafter called the "LESSOR", which expression shall include his/her heirs, successors, legal, representatives and assignees of the ONE PART AND \_\_\_\_\_ HEREINAFTER called the "LESSEE", which expression shall include his/her heirs, successors, legal representatives and assignees of the OTHER PART.

WHEREAS the Lessor is the absolute owner of the premises known as \_\_\_\_\_ having full and unfettered rights to Lease out the same or any portion thereof at such terms and conditions as he may think fit.

AND WHEREAS the Lessor has agreed to Lease out and the Lessee has agreed to TAKE ON LEASE the Ground floor/First floor/Front unit/Back unit/Side unit/Whole house/Circuit House/ Inspection Bungalow/ Transit Accommodation of the said premises no. \_\_\_\_\_ which consist of \_\_\_\_\_ hereinafter referred to as "THE PREMISES".

Now therefore it is agreed between the Parties hereto as follows:

- a) the Lessee shall have free and unobstructed access to the leased Premises at all times.
  - b) the Lessee shall enjoy quiet and peaceful possession of property Leased without disturbances by Lessor or by any successor in interest of the Lessor or by any other person claiming and proving title paramount to the Lessor.
2. That the Lessee shall pay to the Lessor for the Premises Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only per month on account of rent or lease fee.
  3. That the Lessee shall pay the aforesaid rent/lease fee in advance for \_\_\_\_\_ months which shall be adjustable in the first period of the Lease.
  4. That the period of the Lease granted by the Lessor to the Lessee for the premises has been agreed to be \_\_\_\_\_ commencing from \_\_\_\_\_ till \_\_\_\_\_.

5. That the Lease is renewable with mutual discussion and consent upon expiration for a further period of \_\_\_\_\_.
6. That the Lessor accepts full and sole responsibility for the payment of all taxes and for any other charges of public nature which are or may be assessed against the property of which the Premises covered by this Lease form a part.
7. That the charges for Electricity (Power & Light), Filtered & Unfiltered water shall be paid by the Lessee as per bills received from the local authorities.
8. That all the Rules, Regulations, Laws and Bye-Laws of the Municipal Committee or any other local authority having jurisdiction over the demised premises shall be complied with by the Lessee.
9. That no Structural Additions or Alterations shall be made by the Lessee in the Premises or any part thereof without the prior written consent of the Lessor.
10. That the Premises shall be distempered, painted and polished by the Lessor prior to the handing over the possession thereof to the Lessee and the Lessor shall not be required to do the same again before the expiry of the Lease.
11. That all the Sanitary, Electrical and other Fittings in the Premises shall be restored by the Lessee to the Lessor at the time of handing over the Premises to Lessor in as good condition as they are at present subject to natural wear and tear and damage by the act of God.
12. That the Lawn & Plants shall be maintained by the Lessee at his own expenses.
13. That the Premises shall be used by the Lessee for Purposes of Residence only.
14. That the Lessee shall not sub-let the Premises or any part thereof.
15. That the Lessee shall not be responsible for damages resulting from fires, earthquake, storm, war, civil disturbances, white ants and other insect life and other conditions over which the Lessee has no control.

16. That the Lessee shall permit the Lessor, his authorized representatives etc., to enter upon the demised Premises for inspection and carry out repairs etc., at reasonable time with prior advance notice as and when necessary.
17. That the Lessee shall have the right, during the existence of this Lease, to attach fixtures and install cooling and / or air-conditioning equipment in or upon the demised Premises provided such additions and/or fixtures shall not be detrimental to or inconsistent with:-
  - a). the rights granted to tenants on the property or in the building and/or
  - b). bye-laws of the Municipal Authority, local Government or any other statutory body. The fixtures, additions, or installations so placed in or upon or attached to the said Premises by the Lessee shall be remain to be his property and will be removed there-from by the Lessee prior to termination of this Lease.
18. That the day to day repairs (such as fuses and leakage's of water taps) arising in the course of normal use and those incidental to damage arising from negligence or misuse on the part of the Lessee or his domestic staff shall be done by the Lessee at his own cost but any major repairs such as leakage in electric current or bursting of sanitary pipes or any damage to the structure due to age or any fundamental defect, the same shall be done by the Lessor at his own cost.
19. That in case the Lessor is in need of the leased premises OFFICIALLY, the Lessee shall be given a six month's notice to TERMINATE this Lease by giving the Lessor \_\_\_\_ month's written notice in advance and shall not be required to pay the rent for the unexpired portion of the Lease and in this eventuality the Lessor will refund back to the Lessee any advance at credit of Lessee.
20. That at the expiry of the Lease and option period, if any, the Lessee shall hand over the vacant possession of the Premises to the Lessor.
21. That if the Lessor sells, transfers, bequeaths, gives, mortgages, or in any manner transfers ownership or control of the property described herein, this Lease shall remain in effect for the full period of the Lease and renewals thereto.

IN WITNESS THEREOF the Lessor and Lessee have hereunto subscribed their hands on this day, month and year first above written.

LESSOR: \_\_\_\_\_

\_\_\_\_\_

LESSEE: \_\_\_\_\_

\_\_\_\_\_

WITNESSES: \_\_\_\_\_

\_\_\_\_\_

Date : \_\_\_\_\_

Place : \_\_\_\_\_