**LEASE DEED**

FOR COMMERCIAL PROPERTY

This Lease Deed(this “Agreement”) is entered into as of\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the ‘’Effective Date’’) at \_\_\_\_\_\_\_\_ (place).

**BETWEEN:**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_("individual" ,“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm"), with its principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_(the “Company”), through its Authorised signatory:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred as the “Lessee” "First Party").

 OF THE FIRST PART

**AND:**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_("individual" ,“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm"), with its principal place of business located at \_\_\_\_\_\_\_\_\_\_\_\_(the “Company”), through its Authorised signatory:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred as the “Lessor” "Second Party").

 OF THE SECOND PART

**PREAMBLE**

WHEREAS the Lessor is the exclusive owner of piece of land bearing \_\_\_\_\_\_\_ [[Plot No.]] situated at \_\_\_\_\_\_\_ [[Address]] (more particularly described in the Schedule A hereunder written), hereinafter referred to as the demised premises.

AND WHEREAS the Lessor has agreed to grant to the Lessee a lease in respect of the said premises for a period of \_\_\_\_\_\_\_ [[years]], vide Agreement of premises lease dated \_\_\_\_\_\_\_ [[Date]] hereinafter referred to as “the said agreement” subject to terms and conditions laid down in the said agreement.

AND WHEREAS the lessor has made out his marketable title to the demised premises free from all encumbrances, claims or reasonable doubts.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RELATIONSHIP OF THE PARTIES – INDEPENDENT

The Parties agree that the Parties shall be considered independent and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations nor May commitments neither of any kind, nor to take any action which shall be binding on the other Party, except as be expressly provided for herein or authorized in writing.

1. PAYMENT CLAUSE

The lessee will pay \_\_\_\_\_\_\_ [[Rupees]] per year as rent of the lease premises and will enhance \_\_\_\_\_\_\_ [[percentage]] % after every \_\_\_\_\_\_\_ [[no. of years]].

1. TERM

This Agreement will come into force as of the \_\_\_\_\_\_\_ [[Effective Date]] and will expire on \_\_\_\_\_\_\_ [[Expiry Date]] (the “Initial Term”) unless extended by the parties in writing or otherwise terminated by the parties in accordance with the terms of this Agreement.

1. DUTIES AND OBLIGATIONS OF LESSSEE
	1. To pay the rent as aforesaid on the days and in the manner aforesaid.
	2. To pay rates, taxes, assessment, duties, cess, impositions, outgoings and burdens whatsoever payable to State of \_\_\_\_\_\_\_ [[name of state]] Municipal Corporation of \_\_\_\_\_\_\_ [[Name of Municipal corporation]] local or other authority, which may at any time or from time to time during the term hereby created be imposed or charged upon the demised premises.
	3. To keep the buildings and structures on the demised premises in good and tenantable repairs in the same way as the Lessor is liable to do under the law provided that if the Lessee so desires he shall have power to demolish any existing building or structure without being accountable to the Lessor for the building material of such building and structure and the Lessee shall have also power to construct any new buildings in their place.
	4. The Lessee shall be at liberty to carry out any additions or alterations to the buildings or structures at present existing on the demised premises or to put up any additional structures or buildings on the demised premises In accordance with the plans approved by the authorities at any time or from time to time during the subsistence of the term hereby created.
	5. To pay the electricity bills for the electricity consumed for lighting the demised premises and for operation of Air Conditioners, Fans, Computers and electrical appliances in the demised premises.
	6. To use the demised premises for commercial purposes of the Lessee.
	7. Not to do or suffer to be done in or upon the demised premises or other parts of the said building in common with other persons anything whatsoever, which may be or become a nuisance or annoyance to or in any way interfere with the quiet or comfort of the Lessor or other Lessees and occupiers of the said building.
	8. To use or permit to be used the buildings and structures to be constructed on the demised premises for any and all lawful purposes as may be permitted by the authorities from time to time
	9. Not to sub-let, transfer, assign or part with the possession of the demised premises or any part thereof.
	10. To permit the Lessor, his servants, employees or agents duly authorised by him to enter into and upon the demised premises at all reasonable times for viewing the condition of the demised premises or doing such works or things as may be requisite or necessary for any repairs, alteration, servicing or improvements to the demised premises.
	11. To insure and keep the demised premises insured against loss or damages by fire with an insurance company approved in writing by the Lessor for an amount which shall be not less than [[Amount in Rs.]] unless otherwise agreed to in writing between the parties.
	12. To replace all broken fittings and fixtures by equally good or better substitutes
2. DUTIES AND OBLIGATIONS OF LESSOR
	1. That on the Lessee paying the rent on the due dates thereof and in the manner herein provided and observing and performing the covenants, conditions and stipulations herein contained and, on his part, to be observed and performed, shall peaceably and quietly hold, possess and enjoy the demised premises during the term without any interruption, disturbance, claim and demand by the Lessor or any person lawfully claiming under or trust for the Lessor.
	2. The lessor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the demised premises and is having full power and absolute authority to demise unto the lessee the demised premises.
	3. Not to unreasonably withhold his consent to any sub-lease, transfer or assignment of the demised premises, if intended to be made by the lessee.
3. MANDATORY OBLIGATIONS OF THE PARTIES
	1. The lessor hereby demises unto the lessee all that the building bearing \_\_\_\_\_\_\_ [[Municipal No]] situated at \_\_\_\_\_\_\_ [[Name of place]] (more particularly described in Schedule I hereto), This Lease Deed shall be executed in duplicate. The original shall be retained by the Lessor and the duplicate by the Lessee.
	2. The stamp duty and all other expenses in respect of this Lease Deed and duplicate thereof shall be borne and paid by the Lessee.
	3. The marginal notes and the catch lines hereto are meant only for convenience of references and shall not in any way be taken into account in the interpretation of these presents.
	4. If the Lessor fails to pay the taxes, charges, assessment payable by him, or fails to carry out the necessary repairs and other work which he has to carry out as provided herein, the Lessee may after one month notice in writing, pay, discharge and carry out the same at its own cost and the Lessee may set off the same from the rent payable to the Lessor under these presents.
	5. It is hereby agreed and declared that these presents are on the express condition, that if the rent or any part thereof payable in respect of the demised premises shall be in arrears for a period of \_\_\_\_\_\_\_ [[Time Period]] or by if the Lessee shall omit to perform or observe any covenants or conditions on the lessee’s part herein contained, the Lessor may re-enter upon the demised premises provided that the Lessor has served a notice to the Lessee and a period of one month has elapsed after the issue of such notice, the Lessee does not pay the rent or does not perform or observe the covenant or condition and thereupon this demise and all rights of the Lessee hereunder shall determine.
	6. If default is made by the lessee in payment of the rent for any \_\_\_\_\_\_\_ [[years]], or in observance and performance of any of the covenants and stipulations hereby contained and on the part to be observed and performed by the lessee, then on each such default, the lessor shall be entitled in addition to or in the alternative to any other remedy that may be available to him at his discretion, to terminate the lease and eject the lessee from the premises demised and from the building, that may have been constructed thereon; and to take possession thereof as full and absolute owner thereof, provided that a notice in writing shall be given by the lessor to the lessee of his intention to terminate the lease and to take possession of the demised premises but if the arrears of rent are paid or the lessee comply with or carry out the covenants and conditions or stipulations, within fifteen days from the service of such notice, then the lessor shall not be entitled to take possession of the said premises and building.
4. CONFIDENTIALITY.

The Parties shall not, in any fashion, form, or manner, either directly or indirectly:

* 1. Disclose or communicate to any party any information relating to the said agreement. (the “Confidential Information”);
	2. [[Additional Clause: Type Information Here]]

1. REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants to that:

* 1. Each party has all required capacity and corporate authorization to enter into this Agreement and be bound by the obligations provided hereunder;
1. INSURANCE AND INDEMNIFICATION

To insure and to keep insured the building that may be constructed on the demised premises against the loss or damages by destruction fire, earthquake, riot or affray with an insurance company approved in writing by the lessor in the joint names of lessor and lessee for an amount which shall not be less than \_\_\_\_\_\_\_ [[Amount in Rs]]

1. RENEWAL
	1. On the expiry of the term hereby created and subject to the observance and performance of the covenants, conditions and stipulations herein contained and, on his part, to be observed and performed, the lessee will have the option to renew the lease of the demised premises for a further period of \_\_\_\_\_\_\_ [[years]], provided he gives a notice to the effect in writing by registered post to the Lessor of his intention to do so at least \_\_\_\_\_\_\_ [[no. of Months]] before the termination of the present lease. Provided that the rent payable by the lessee to the lessor during the extended time of the lease shall be \_\_\_\_\_\_\_ [[Amount in Rs]] per annum, which will include the rent of the demised premises and of the building constructed thereon, which on the expiry of term of the lease, shall vest in and be the absolute property of the Lessor as hereinabove mentioned.
	2. After the expiry of the said period of \_\_\_\_\_\_\_ [[years]]. The Lessee shall not be entitled to exercise further option of renewal of the lease and shall deliver the demised premises and the building constructed thereon to the lessor in good condition as hereinbefore provided.
2. NOTICE
	1. Any notice provided for or permitted in this Agreement shall be in writing and will be deemed to have been given \_\_\_\_\_\_\_ [[Minimum number of Days after Mail: Number]] days after having been mailed, postage pre-paid, by certified or registered mail or by recognized overnight delivery services, except in the case of a postal or other strike affecting the service used whereupon notice will be deemed to have been given \_\_\_\_\_\_\_ [[Minimum number of Days for Service of Notice: Number]]days after normal service resumes..
	2. Addressing and delivery is to be made as follows:
		1. If to: Lessee

[[Lessee Address]]

* + 1. If to : the Lessor

 [[Lessor Address]]

* 1. The parties may communicate other addresses where notice must be sent to from time to time. Such communication shall be in writing and shall have the effect of replacing the address. No change of address effected under this section shall in any way affect the operation of any term, other than the delivery address, in this Agreement.
1. TERMINATION
	1. Upon the expiry of the said period of \_\_\_\_\_\_\_ [[years]], this lease shall be terminated.
2. EFFECT OF TERMINATION.

Upon termination of the agreement, the following shall occur:

* 1. The lessee will hand over the peaceful and vacant possession of the demised premises and building constructed thereon to the Lessor in a good condition.
	2. On the expiration of the term hereby created or earlier determination under the provisions hereof all the buildings and structures standing on the demised land shall automatically vest in the Lessor without payment of any compensation therefor by the Lessor to the Lessee.
1. DISPUTES AND RESOLUTIONS –
	1. ARBITRATION:
		1. In the event of any dispute, difference or controversy arising between the lessee and lessor in the performance, interpretation, implementation or application of this agreement, the parties will first attempt to resolve their differences mutually but failing mutual settlement dispute, difference or controversy arising, either Party may request that such disputes be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (“ the Act of 1996”) and the rules made there under, as amended from time to time.
		2. The Seat of Arbitration will be in \_\_\_\_\_\_\_ [[Place]] and all Arbitration proceedings will be conducted in \_\_\_\_\_\_\_ [[place]].
	2. In case the dispute arises it will be Subject to the jurisdiction of the courts of \_\_\_\_\_\_\_ [[Name of the place]]

IN WITNESS WHEREOF, the Lessor has set its hand unto these presents and a duplicate hereof and the Lessee has caused its common seal to be affixed hereunder and a duplicate hereof on the day, month and year first hereinabove written.

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| --- | --- |
|  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (First Party) |  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Second Party) |

Signed and Witnessed in the presence of:

WITNESSES

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_

Address of the Witness: \_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_

Address of the Witness: \_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The Schedule A above referred to**