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| |  | | --- | | **LEASE AGREEMENT** | |  | | |  | | --- | | This Lease Agreement is made on this \_\_\_\_\_ day of January, 2001 between Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_s/o Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_, R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as "the LESSOR" which expression shall include his heirs, successors, legal representatives and assignees) of the one part and M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_ with their head office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through their representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called "the LESSEE" which expression shall unless the context or the subject otherwise include its successors and assigns) of the other part.  AND WHEREAS the LESSOR is the absolute and legal Owner and Landlord of all that piece and parcel of property bearing Flat No. \_\_\_\_\_\_\_\_\_\_ (Full Address)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_..  AND WHEREAS the LESSOR has agreed to give on rent the above mentioned Duplex flat consisting of 2 bed rooms, living/dinning, 2-bathrooms, kitchen and 2 court yards for which possession will be retained by the LESSOR.  AND WHEREAS the LESSEE has requested the LESSOR to allow the LESSEE use and the occupation of the said premises for the purpose of residential accommodation of their employee/associate/consultant, Mr. \_\_\_\_\_\_\_\_\_\_\_\_, his family members and his bonafide guests.  NOW THEREFORE THIS DEED WITNESSETH AND THE PARTIES MUTUALLY COVENANT WITH EACH OTHER AS FOLLOWS:  1. The LESSOR hereby agrees to grant lease and permission to the LESSEE to use the subject property therein for his residence and that of his family and bonafide guests on and from \_\_\_\_\_\_\_\_\_\_(date), and LESSEE herein has agreed to take the subject property on lease basis with effect from the said date. The period of lease is for 18 months from (date)\_\_\_\_\_\_\_\_\_\_, to (date)\_\_\_\_\_\_.  2. In consideration of the LESSOR granting lease to the LESSEE, the LESSEE shall pay the LESSOR a monthly rent of Rs. \_\_\_\_\_\_\_\_ (Rupees in words) payable in advance by \_\_\_ day of respective month of the English Calendar.  3. The LESSOR may at his sole discretion extend the period of lease agreement for another six months with no increase in rent after 30.6.2000.  4. The LESSEE shall furnish to the LESSOR interest free security deposit of Rs.\_\_\_\_\_\_\_\_\_ (Rupees in words) which will be paid by the LESSEE to the LESSOR at the time of physically taking the possession of the property, to be held by the LESSOR and which shall be refunded at the time of vacating the premise, by the LESSEE or on termination of this lease and vacant and peaceful possession handed over by the LESSEE to the LESSOR.  5. The LESSEE shall pay all charges for electricity and water consumed and telephone usage by him in the said premises direct to the authorities concerned.  6. That the LESSOR is fully empowered, authorised and able to make this Deed of the Lease and will hold LESSEE free and harmless of any demands, encumbrances, claims, actions or proceedings by others in respect of the quiet possession of the premises and the LESSOR further states that it will ensure to LESSEE peaceful and uninterrupted use and enjoyment of the premises during the term of the lease.  7. The LESSEE shall be liable to undertake all the day to day repairs of the electricity, sanitary and water supply.  8. That the LESSOR shall be responsible for the payments of any taxes or levies imposed by the Government of India or Governmental authorities and that all laws and rules, regulations of such authorities will fully be complied by the LESSOR.  9. The LESSEE shall not during the period of the Lease Agreement make any structural alterations in the said premises without the prior written consent of the LESSOR, but shall be at liberty to install air-conditioners and domestic electric appliances and other conveniences reasonably required by him and which remain the property of the LESSEE and shall be removed by him on vacating of the premises.  10. The LESSEE shall use the said premises as a residential accommodation for the exclusive use of Mr. \_\_\_\_\_\_\_\_\_\_\_ his family, their servants and bonafide guests and shall not do or suffer to be done anything therein which is likely to be a nuisance or annoyance to other occupants or to prejudice the rights of the LESSOR as the Owner of the said premises. If Mr. \_\_\_\_\_\_\_\_\_\_\_ vacates the premises before the expiry of the Lease Deed, it shall be handed over back to the Lessor.  11. That the "LESSEE" shall not have the right to sublet the premises either partly or wholly to any of its subsidiary/associate concerns or to any other person, body, association or entity.   12. The LESSEE will keep and maintain the LESSOR'S fixtures and fittings and effects in the said premises in good order and condition and upon the termination of the lease the LESSEE will leave the same as provided by the LESSOR to the LESSEE at the time of handing over the possession of the said premises (reasonable wear and tear and loss accepted).   13. The LESSEE shall have an option of terminating this Lease Agreement by giving \_\_\_\_\_months notice. However, this option can be exercised only after expiry of the first \_\_\_\_\_ months, alternatively after payment of \_\_\_ months minimum rent. On doing so the LESSOR shall return to the LESSEE all unadjusted monies paid to him in the form of advance rent or security deposit.   14. On the termination of the Lease, LESSEE shall forthwith remove themselves and their respective belongings, articles and other things from the said premises.   15. All keys belonging to the said premises shall be handed over to the LESSEE at the time of signing of the Lease Agreement which the LESSEE shall return to the LESSOR on the expiry or the termination of the Lease Agreement. 16. The LESSOR shall not be responsible for any theft, loss, damage or destruction of any property of the LESSEE or the occupant living in the said premises not for any bodily injury to any person living in the said premises during the occupancy of the leased premises from any cause whatsoever.  17. It is agreed that if the LESSEE commits a breach of the terms by doing any structural changes in the premises or non payment of rent etc., the LESSOR shall be entitled to revoke the lease granted after giving the LESSEE one months written notice to remedy the breach complained of. On expiry of the said period of one month, the LESSOR shall have the right to determine the Lease Agreement if the LESSEE has not remedied the breach complained of.  18. The LESSOR and the LESSOR'S authorised representatives shall have full liberty to inspect the leased premises at a reasonable hour by giving 24 hr. notice. That LESSOR shall be to enter the said premises to view the condition thereof to effect any such repairs as the LESSOR is required to do pursuant to its covenants in that behalf herein contained and LESSEE shall allow the same to be done without any objection.  19. In case the LESSEE does not vacate the premises on the expiry of the lease period, the LESSEE shall pay a daily charge of Rs. \_\_\_\_\_\_\_\_ extra as penalty to the LESSOR till the date of vacation of the said premises. This penalty shall be without prejudice to the right of the Lessor to take steps to take the possession of the said premises.  20. At the time of handing over the vacant and peaceful possession of the premises by the LESSEE to the LESSOR the LESSOR has to refund all the monies paid to him as security deposit after the justified deductions (including any pending electrical, water and telephone bills).  21. That all payments described in this Deed of the Lease shall become due as from the date here above stated. Under no circumstances shall LESSEE occupy the premises until such payments have been made.  LESSOR WITNESSES:  **1.   LESSEE  2.** | |   [Back](http://oxp.in/agreement_documents.php) |  |