

Industries Department, Haryana
Template regarding Commercial Contracts

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(15) LEASE DEED

This Lease Deed is executed on this _____ day of _____, (Year), between (First Party with address) , having PAN- _____, hereinafter called the “LESSOR” which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and representatives and assigns) of the one part

AND

Second Party with address) (having PAN _____), hereinafter called the “LESSEE” which expression shall unless excluded by or repugnant to the context include his/ their heirs, executors, administrators and representatives and assigns, of the other part, witnessed as follows:

WHEREAS, the Lessor is owner of (Name of Property _____) consisting of description of accommodation, 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, lifts, stair case landings and other easements, belonging and pertaining to the said “premises” unto and to the use of the Lessee for a period of (11) eleven months, commencing from _____ to _____ at a rent of Rs. _____ [Rupees _____ only (including maintenance charges of Rs. _____/- Rs. _____ only)], payable in advance, renewable by mutual consent with increase of 10% after the tenancy period.

WHEREAS on the request of the Lessee, the Lessor agrees to rent out the said flat (“premises”) to the Lessee for residential purpose for a period of 11 months commencing from _____ upto _____, for Rs. _____ [Rupees _____ only (including maintenance charges of Rs. _____ Rs. _____ only)], per month on the following terms and conditions:-

I. THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:

- i) That the Lessee shall pay to the Lessor monthly rent of Rs. _____ [Rupees _____ only (including maintenance charges of Rs. _____ Rs. _____ only)], by Cheque/Draft / Bank Transfer in advance on or before 7th day of each English Calendar month in which the rent falls due, commencing from _____ upto _____.
- ii) That the Lessee shall pay Rs. _____/- (Rupees _____ only) equal to one month as Security Deposit to be refunded without interest at the time of termination of the Lease or vacation of the said property after deducting outstanding dues, if any.

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- iii) That the Lessee shall issue certificate of Tax Deducted at Source (TDS), if applicable, on the amount of monthly rent as per the provisions of Income Tax Act, to the Lessor, in time and shall deliver the same at the above mentioned address of the Lessor, through Regd./Speed Post.
- 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 excepted) and attend to minor repairs such as fuses, leakage of water taps etc.
- v) That the Lessee shall make sure to use the demised premises for residential purpose only.
- vi) That the Lessee shall be responsible for the payment of electricity and water bills, sewerage bills, maintenance charges etc. within the scheduled rate fixed by the concerned authorities and shall bear the penalty for disconnection expenses due to his default in the payment of the bills or any other irregularity during the tenancy period.
- vii) That the Lessee shall not sub-let, assigns or otherwise part with possession of the demised premises without written consent of the Lessor in writing.
- viii) That the Lessee shall not erect on the demised premises any permanent or temporary structure without the written consent of the Lessor.
- ix) That the Lessee shall make the payment of monthly Maintenance Charges alongwith rent which shall be further paid by the lessor to the resident/apartment welfare association and in case of any increase of maintenance charges by the said association, the said increased amount shall also be paid by the Lessee through the lessor.
- x) That if the Lessee fails to pay the arrears of the rent for more than two month, the Lessor shall revoke the agreement and Lessee will not have the right to enjoy tenancy after the termination of the agreement and the security deposit will be forfeited without any further reference.
- xi) That the Lessor or Lessee shall be entitled to terminate the lease at any time, upon serving one month's prior notice in writing of his/their intention to do so.
- xii) That the Lessee shall deliver the demised premises to the Lessor on the expiration or earlier termination of the lease period together with the Lessor's fittings and fixtures, in such conditions herein contained (reasonable wear and tear and damage by fire, earthquake, flood, tempest, lightening, violence of arms or of a mob or other irresistible force or accident expected are excluded).
- xiii) The Lessee shall be responsible for any breakage and damage done to the electrical, sanitary and other fittings and fixtures during the tenancy period for which reasonably damages will be paid by him, though Lessee shall not be responsible for damages due to leakages, seepages, inferior material used during construction.
- xiv) That the Lessee shall abide by all the rules/regulations framed by the Allotting/ Development Agency/ Housing Organisation/ Association of Apartments Owners / Society for occupation of the flats.
- xv) That in case of any dispute between the parties, the Court at ____ (Haryana) will have jurisdiction.

II. The LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:

- i) That the Lessor shall pay all taxes, license fees, ground rent (except electricity, water and maintenance charges) levied, charged and imposed by any lawful authority in respect of the demised premises.

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- ii) That the Lessee shall peacefully and quietly hold and enjoy the demised premises during the lease period without any interruption or disturbance by the Lessor or any person rightfully claiming under or in trust for him/her.
- iii) That the Lessor represents and warrants that he is fully entitled to execute this Lease Deed and that he will hold the Lessee free and harmless of any demands, claims, actions or proceedings by others in respect of quiet possession of the demised premises.
- iv) The Lessor, if required, to cover the premises under insurance for wear and tear and damage by fire, earthquake, flood, tempest, lightning, violence of arms or of a mob or other irresistible force or accident, the Lessee shall not be responsible for damages not under his control.
- v) The Lessor shall carry out major maintenances/ repairs of the premises, reported by the Lessee from time to time.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

- i) That the Lessee shall permit the Lessor, his agent(s) etc. to enter upon the leased premises for inspection and carrying out repairs etc. at reasonable time as and when necessary.
- ii) That the lease term can be renewed if mutually agreed between the Lessor and Lessee on the fresh terms and conditions agreed to between them.

IN WITNES WHEREOF, the parties hereto have executed these presents at -
on the day, month and year first above written in the presence of
following witnesses.

WITNESSES

1. (_____)
LESSOR

2. (_____)
LESSEE

Note: *In case of a company, incorporated under the provisions of Companies Act, address of the Registered Office of the Company, Corporate Identity Number (CIN) and email/Telephone Number etc. be also mentioned.*