

AGREEMENT TO LEASE OF LAND FOR CONSTRUCTION OF HOUSE

THIS AGREEMENT to lease made at ..... on this ..... day of ..... 2000, between A, son of ..... resident of ..... hereinafter referred to as "the lessor" of the ONE PART and B, son of ..... resident of ..... hereinafter referred to as "the Lessee" of the OTHER PART.

WHEREAS the Lessor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the piece of land bearing Plot No. ....situated at ..... more particularly described in the Schedule hereunder written; and hereinafter referred to as the "said premises".

AND WHEREAS the Lessee has requested the Lesser to grant lease of the said premises for construction of a house thereon which will be used for his residential purpose or for letting out for residential purpose.

AND WHEREAS the Lessor has agreed to grant lease of the said premises on the terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESS and the parties hereby mutually

agree as follows:

1. The Lessor agrees to demise to the lessee and the Lessee agrees to take on lease the piece of land bearing Plot No. .... situated at ..... ( more particularly described in the Schedule hereunder written ), for a period of 99 years at a yearly rent of Rs ..... to be paid in advance from the date of the Deed of Lease. The lessee shall also be liable to pay the taxes, assessment dues and duties payable in respect of the said premises and the building constructed thereon to the Municipal Corporation of ..... Government of ..... or any local or other authority.
2. The Lessor shall make out clear and marketable title to the said premises free from all encumbrances, mortgage, charge, lien, claims or reasonable doubts.
3. The Lessor shall produce or cause to be produced to the Lessee or his Advocate the documents of title in his possession or power in a respect of the said premises for investigation of title to the said premises.
4. The Lessee's Advocate shall send requisition on title to the said premises to the Lessor or his Advocate within one month from the date of

production of the title deeds for inspection, failing which the Lessee will be deemed to have accepted the title of the Lessor of the said premises.

5. The Lessor shall grant lease within one month of lessor making out a marketable title as aforesaid or the lessee accepting the title of the lessor.
6. The Lessor shall complete the transaction of lease within a period of three months from the date hereof and shall hand over the vacant possession on the date of completion of the said premises to the lessee.
7. The lessor shall pay all taxes, assessments, dues and duties payable in respect of the said premises upto the date of completion of the lease.
8. The Lessee shall bear the stamp duty, registration charges and other expenses in respect of the Deed of lease. The Lessor shall bear and pay all other costs incurred by him including his Advocate's fees.
9. If any permission or no objection certificate is required to be obtained from the Government or local authority for granting the lease of the said premises, the Lessor shall obtain the same at his own costs.

10. If the lessor fails to complete the transaction within the stipulated period or to make out marketable title to the said premises, the lessee will have the option to cancel this Agreement by one month prior notice to the Lessor. If the Lessee fails to complete the transaction, the lessor may cancel this agreement by one month prior notice to the lessee to that effect.

IN WITNESS WHEREOF, the parties have put their respective hands, the day and year first hereinabove written.

Signed and delivered by the within named lessor

Signed and delivered by the within named Lessee

WITNESSES;

1.

2.