

LEASE OF A BUILDING FOR OFFICE

THIS INDENTURE of lease is made at ..... this ..... day of ....., 2000, between A, son of ..... resident of ..... (hereinafter called "the lessor", which expression shall, unless repugnant to the context and meaning include his heirs, successors, administrators and assigns) of the ONE PART and ..... a company incorporated under the Companies Act, 1956 and having its registered office at ..... (hereinafter called "the Lessee", which expression shall, unless be repugnant to the context and meaning, include its successors and assigns) of the OTHER PART.

WHEREAS the lessor is absolutely seized and possessed or otherwise well and sufficiently entitled to the building bearing Municipal No. .... situated at .....

AND WHEREAS on the request of the Lessee, the lessor has agreed to grant lease in respect of the demised premises for a term of ..... years in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the said agreement and in consideration of the rent

hereby reserved and of the covenants, conditions and stipulations hereinafter contained and on the Lessee's part to be paid, observed and performed, THE LESSOR HEREBY DEMISES UNTO THE LESSEE ALL THAT the building bearing Municipal No. situated at ..... (more particularly described in Schedule I hereto) and hereinafter called as the demised premises, TOGETHER WITH ALL the fixtures and fittings therein, (a complete list whereof is given in Schedule II hereto) TOGETHER WITH the electrical installations and together with the right for the Lessee, its employees, servants, agents, customers and persons authorised by the Lessee in common with the Lessor and all the persons authorised by the lessor to use the entrances, door ways, entrance hall, stair cases, landings and passages in the demised premises for the purpose of ingress thereto, TO HOLD the demised premises unto the Lessee for the period of ..... years only commencing from the ..... and determining on ..... but determinable earlier as hereinafter provided PAYING therefor unto the Lessor during the said term monthly rent of Rs..... payable by the tenth of each succeeding calendar month to which it relates.

2. The lessee hereby covenants with the lessor as follows:

- (a) To pay the rent as aforesaid on the days and in the manner aforesaid.
- (b) To pay rates, taxes, assessment, duties, cess, impositions, outgoings and burdens whatsoever payable to State of ..... Municipal Corporation of..... 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.
- (c) 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.
- (d) Not to make any structural alterations into or upon the demised premises or make any alterations or addition to the external appearance or any part of the demised premises without the previous consent of the Lessor in writing.
- (e) To use the demised premises for office purposes of the Lessee.
- (f) 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.
- (g) Not to place or keep or permit to be placed or kept on the demised premises any offensive, dangerous or highly inflammable or explosive

material or any other article or things, which may constitute a danger, nuisance or annoyance to the demised or surrounding premises or the owners or occupiers thereof.

- (h) Not to sub-let, transfer, assign or part with the possession of the demised premises or any part thereof.
- (i) 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.
- (j) To hand over the peaceful possession of the demised premises at the end or the sooner determination of the said term together with all the Lessor's fixtures and fittings in as good condition as received, fair wear and tear, damage by fire, acts of God, riots or other civil commotion, war, enemy action and/or other cause not within the control of the Lessee, being excepted.
- (k) Not to obstruct or suffer to be obstructed the entrance hall, entrances, doorways, passages, staircase or lifts.
- (l) 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 Rs. ....

unless otherwise agreed to in writing between the parties.

- (m) To carry minor repairs in the demised premises not exceeding 9 the extent of Rs. 10,000 per year.
- (n) To replace all broken fittings and fixtures by equally good or better substitutes.

3. The Lessor doth hereby covenant with the Lessee as follows:

- (a) 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.
- (b) To keep the interior, exterior of the demised premises, the drainage thereof and the water pump in good and tenable repair and condition.
- (c) To keep the entrance, door ways, entrance halls, staircases, lobbies and passages in the said building leading to demised premises well and sufficiently cleaned and lighted at his own expenses.

4. 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 two months 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.

IT IS HEREBY EXPRESSLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

(a) The lessee shall be entitled to erect fittings, fixtures, wooden partitions, cabins or make any such addition or alteration, as may be necessary for its use by the Lessee; provided that the lessee shall remove the said fittings, fixtures, wooden partitions, cabins, additions or alterations and restore the demised premises to the Lessor on the expiry of the term or sooner determination of the lease in the same condition as existed before making such changes.

(b) 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 can 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. This Lease Deed shall be executed in duplicate. The original shall be retained by the Lessor and the duplicate by the Lessee.
6. The stamp duty and all other expenses in respect of this Lease Deed and duplicate thereof shall be borne and paid by the Lessee.
7. 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.

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.

*The Schedule I above referred to*

*The Schedule II above referred to*

Signed and delivered by the within named lessor .....

The common seal of the within named Lessee .....

Pvt. Ltd. was hereunto affixed pursuant to the resolution  
of its Board of Directors passed on the .....  
in the presence of Shri ..... and Shri .....  
..... Directors who have signed these presents