

LEASE AGREEMENT FOR RENTING OUT RESIDENTIAL FLAT / PROPERTY IN INDIA

LEASE AGREEMENT

This lease made on this [?] day of [?] in the year [?] at [?]

Between

[?], S/o [?], Permanent Address at [?]

AND

[?], W/o [?], Permanent Address at [?],

hereinafter collectively called the “**Lessor**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include their heirs, successors, legal representatives and assignees of the ONE PART

AND

[?], S/o [?], Permanent Address at [?]

hereinafter called the “**Lessee**”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, successors, legal representatives and assignees of the OTHER PART.

WHEREAS

A. The Lessor is the absolute owner and in physical possession of the premises known as [?] which consists of [?] Bedrooms, [?] Hall, [?] Bathrooms, [?] Kitchen and [?] Balconies, hereinafter referred to as the “**Premises**”

B. The Lessor has full and unfettered rights to Lease out the said Premises or any portion thereof at such terms and conditions as he may think fit at his sole discretion.

C. The Lessor has agreed to Lease out and the Lessee has agreed to take on Lease the said Premises.

Now therefore in consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the Lessor and the Lessee agree as follows:

1. **Term**

- 1.1. The period of the Lease granted by the Lessor to the Lessee for the premises has been agreed to be [?] ([?]) months commencing from [?] (“**Commencement Date**”).
- 1.2. Either party may terminate this Lease upon 30 days prior written notice to the other party. This Lease may also terminate sooner according to the provisions hereof.
- 1.3. This Lease is renewable only vide an addendum to this Agreement duly executed by the Parties.

2. **Rent**

- 2.4. The Lessee agrees to pay to the Lessor, without any deduction or set off, rental payments in the amount of INR [?] (Indian Rupees [?]) per month, payable in advance on the first day of each English calendar month during the term of this Lease. Time is of the essence in this Lease.
- 2.5. The rent shall be paid by the Lessee vide electronic transfer (RBI NEFT/RTGS) into a bank account nominated by the Lessor (account details as per Schedule I) or by such other method as may be mutually agreed between the Parties.
- 2.6. The Lessee agrees to provide [?] ([?]) Post Dated Cheques along with a covering letter (as attached in Schedule II) authorizing deposit of the same towards rental payments of the next three months.
- 2.7. The Lessee understands, agrees and accepts that any renewal of this Lease beyond the lease term as specified in clause 1.1 shall be at a monthly rent [?]% higher than the currently agreed rent as stated in clause 2.1

3. **Security Deposit**

- 3.8. Upon the execution of this Lease, Lessee shall pay to the Lessor a security deposit in the amount of INR [?] (Indian Rupees [?]) to be held as security for the payment of rent and the faithful performance by the Lessee of all of its obligations in this Lease.
- 3.9. The Lessor may use the security deposit to repair any damage to the Premises caused by the Lessee or his/her guests, and to clean the Premises upon termination of this Lease. In the event any part of the security deposit is applied by the lessor towards repair of any damage to the Premises caused by the Lessee or his/her guests, the Lessee hereby agrees to pay upon demand such extra amounts to the Lessor such the security deposit is maintained at INR [?] (Indian Rupees [?])
- 3.10. The security deposit shall not be applied by the Lessee towards the payment of rent. If the Lessee fully performs its obligations hereunder, the security deposit, or balance thereof, shall promptly be returned to the Lessee after the termination of this Lease.

4. **Late Charges**

- 4.11. If the Lessee fails to pay any installment of rent or any other amount due to the Lessor under this Agreement within 3 days of the date the same is due, the Lessee shall pay the Lessor a

late payment charge equal to INR 250 (Two Hundred and Fifty Only) plus penal interest accruing at the rate of 18% pa compounded monthly.

5. Use of Premises

5.12. The Premises shall be used solely as a private residence by the Lessee and occupancy shall be limited to the Lessee and his/her immediate family.

5.13. The Lessee agrees to comply with all present and future laws, ordinances and regulations of any public authority relating to the use of the Premises. The Lessee further agrees to comply with all the Rules, Regulations, Laws and Bye-Laws of the Municipal Committee or any other local authority having jurisdiction over the Premises.

5.14. The Lessee shall not make or permit any noisy or offensive use of the Premises, or allow any nuisance or use which might interfere with the enjoyment of other tenants or neighbors.

5.15. The Lessee will not permit any hazardous act or use of the Premises. The Lessee will not make or permit any waste on the Premises.

5.16. The Lessee will not permit any lien or encumbrance to be placed on the Premises or the building in which the Premises are located.

6. Payment of Utilities and taxes

6.17. The Lessor accepts full and sole responsibility for the payment of all taxes and for any other charges of a public nature which are or may be assessed against the property of which the Premises covered by this Lease form a part.

6.18. The charges for Electricity (Power & Light), Filtered & Unfiltered water, Cooking gas, Cable television, Telephone, building watchman, any maintenance charges levied by the resident's association and any other charges of a recurring nature save and except those covered under clause 6.1 shall be paid by the Lessee as per bills received from the relevant authorities/person.

6.19. The Lessee hereby agrees to indemnify and hold the Lessor harmless from all claims, expenses, damages and liabilities of whatever nature, including legal fees, with respect to disputes related to the foregoing.

7. Maintenance and condition

7.20. The Lessee acknowledges that it has examined the Premises and furnishings and personal property and that they are in a good and habitable condition.

7.21. The Lessee shall keep the Premises and furnishings and personal property in a clean and sanitary condition and in as good order and repair as they were at the commencement of this Lease, ordinary wear and tear excepted. The Lessee shall use all fixtures, appliances, and facilities in a reasonable manner. The Lessee shall dispose of all garbage in designated disposal facilities.

7.22. The Lessee will pay for all damage to the Premises and repairs required due to the misuse or negligence by the Lessee or his/her guests.

7.23. The Lessor will maintain the Premises and common areas in a habitable condition. The Lessor and the Lessee each agree to maintain and repair the Premises in compliance with all laws, ordinances and regulations as applicable to them. The Lessee agrees to promptly give notice to the Lessor of any required repairs or unsafe conditions and the Lessor will be afforded a reasonable period of time to complete the same.

8. **Alterations**

8.24. The Lessor shall not paint or deface the Premises, or make any alterations, additions or improvements without on each occasion obtaining the prior written consent of the Lessee. Unless otherwise agreed in writing, all alterations, additions and improvements shall become the property of the Lessor and shall remain on the Premises at the expiration or termination of this Lease; provided, however, that the Lessor, at its option, may require the Lessee to remove any such alterations, additions or improvements and restore the Premises to its former condition.

9. **Delivery of possession**

9.25. If the Lessor is unable through no fault on its part to deliver possession of the Premises to the Lessee on the Commencement Date, this Lease will continue in effect, but rent will be prorated according to when possession is given to the Lessee. If the Lessor is unable to deliver possession within 30 days of the Commencement Date, either the Lessor or the Lessee may terminate this Lease and all payments made will be returned to the Lessee and all obligations of the parties will cease. The Lessor will not be liable for any damages whatsoever for any delay or failure to deliver.

10. **Pets**

10.26. The Lessee shall not be allowed to keep any animals or pets of any kind in or about the Premises without the Lessor's prior written permission.

11. **Quiet enjoyment**

11.27. By paying the rent and observing all the terms and conditions contained herein, the Lessee shall peaceably and quietly have, hold and enjoy the Premises during the term of this Lease.

12. **Access**

12.28. The Lessor and its agents may enter the Premises at all reasonable times and upon reasonable notice to the Lessee to conduct inspections, make necessary or desired repairs or improvements, or to show the same to prospective tenants, buyers or lenders.

12.29. The Lessor may also enter the Premises when the same appear to be abandoned and for the purpose of placing signs offering the Premises for sale or rent.

In an emergency, and as permitted by law, the Lessor may enter the Premises without prior notice

to the Lessee.

13. Termination in event of sale

13.30. It is expressly agreed that the Lessor, at its option, may terminate this Lease upon 30 (thirty) days prior written notice to the Lessee in the event of a sale of the Premises.

14. Assignment and Subletting

14.31. The Lessor shall not assign this Lease or sublet all or any portion of the Premises without on each occasion obtaining the prior written consent of the Lessor.

14.32. Notwithstanding any assignment or subletting, the Lessee will remain liable for the payment of rent and the performance of all terms and conditions of this Lease. Any attempt to assign or sublet without the Lessor's prior express written consent shall be void and shall entitle the Lessor to terminate this Lease with immediate effect.

15. Fire and casualty

15.33. This Lease will terminate upon a total destruction of the Premises or building containing the Premises due to fire or other casualty and rent will be apportioned as of such date. In the event the Premises or the building containing the Premises are damaged by fire or other casualty so as to render the Premises untenable, rent will be abated until the Lessor shall have restored the same to substantially their former condition. Provided, however, that if Landlord elects not to repair such damage, or if such repairs shall not have been completed within 60 days, either party may terminate this Lease and rent will be apportioned as of the date of termination.

16. Condemnation

16.34. If the Premises or any part thereof, or any part of the building containing the Premises is acquired or condemned by the power of eminent domain by any public or other authority so as to render the Premises unsuitable for residential purposes, then this Lease may be terminated at the option of either Party. Rent will be apportioned between the parties as of the date of termination. If this Lease is not so terminated, then rent will be abated according to the nature and extent of the area taken. The entire condemnation award, if any, shall belong exclusively to the Lessor. The Lessee agrees to sign any assignments or other instruments that the Lessor may reasonably request to accomplish the foregoing.

17. Loss or damage

17.35. Unless caused by the direct negligence of the Lessor, Lessor will not be liable for any loss, damage or theft of any property of the Lessee or others kept or stored in or about the Premises. The Lessee acknowledges that it is the Lessee's responsibility to insure his/her own possessions.

18. Indemnification

18.36. The Lessor will not be liable for any loss or damage of any property or injury or death to the Lessee or any person occurring on or about the Premises. The Lessee agrees to indemnify and hold the Lessor harmless from all claims, expenses, damages and liabilities of whatever nature, including legal fees, relating to the foregoing.

19. Default

19.37. Lessee will be in default of this Lease upon the occurrence of any one of the following events:

19.37.1. failure to pay any installment of rent or any other amount hereunder on the date the same is due;

19.37.2. failure to perform or comply with any other agreement, term or condition of this Lease;

19.37.3. abandonment of the Premises;

19.37.4. any misrepresentation or omission of the Lessee or any guarantor made to the Lessor in connection with this Lease; or

19.37.5. assignment for the benefit of creditors by, appointment of a receiver for, or any filing of a petition under any bankruptcy or debtor's relief law by or against the Lessee or any guarantor.

20. Remedies of Lessor

20.38. Upon any default by the Lessee, the Lessor may, at its option, terminate this Lease and/or commence eviction proceedings. The Lessee agrees to pay all costs and expenses incurred by the Lessor by reason of the Lessee's default including, without limitation, loss of rents, legal fees, costs of regaining possession and re-renting the Premises, storage fees and repairing and cleaning costs. The rights and remedies in this Lease are cumulative, not exclusive, and are in addition to any other rights and remedies available to the Lessor at law or equity.

21. No waiver

21.39. The failure of the Lessor to require strict performance by the Lessee of any provision of this Lease is not a waiver for the future of any breach of the same or any other provision herein. The Lessor's acceptance of rent is not a waiver of any breach by the Lessee.

22. Subordination of lease.

22.40. This Lease is subject and subordinate to all present and future mortgages, trust deeds and other security instruments that may be placed on the Premises or the building in which the Premises are located. Although no further act by the Lessee is necessary to accomplish the above, the Lessee agrees to sign any other instruments subordinating this Lease as the Lessor may reasonably request.

23. Surrender and holding over

23.41. At the expiration or sooner termination of this Lease, the Lessee will remove his/her possessions and peaceably deliver possession of the Premises to the Lessor in as good repair and condition as they were at the commencement of this Lease, ordinary wear and tear excepted. Any personal property left on the Premises after the Lessee vacates or abandons the Premises shall be deemed abandoned and the Lessor may remove, store and/or dispose of the same as it sees fit, subject to applicable law. If the Lessee holds over beyond the expiration of this Lease and rent is accepted by the Lessor, a month to month tenancy only shall be created which will otherwise be governed by the terms and conditions of this Lease.

24. Notices

24.42. Any notice, demand, communication or other request (“Notice”) to be given or made to any party pursuant to this Agreement must be in writing and shall be deemed to be duly given as of:

24.42.6. the fourth (4th) business day following the date sent, if sent by registered or certified mail, return receipt requested, postage prepaid,

24.42.7. the date of confirmation of delivery, if sent by electronic mail,

24.42.8. the date delivered, if delivered personally to the intended recipient.

If to the Lessor:

[?]

[?]

[?]

Phone: [?]

Email Address: [?]

If to the Lessee:

[?]

[?]

[?]

Phone: [?]

Email Address: [?]

Or,

[?]

[?]

[?]

Phone: [?]

Email Address: [?]

Any party may change the address or email address to which notices or other communications hereunder are to be delivered by giving the other party notice in the manner set forth herein.

25. Entire agreement

25.43. This Lease contains the entire agreement and understanding between the parties regarding the Premises and is subject to no agreements, conditions or representations that are not set forth herein. This Lease may only be amended in writing and signed by both the Lessor and the Lessee.

26. Invalid provisions

26.44. If any provision of this Lease shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

27. Parties bound

27.45. This Lease shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

28. Riders

28.46. The riders and exhibits, if any, attached hereto and initialled by the parties are made a part of this Lease.

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto subscribed their hands on this day, month and year first above written.

LESSOR LESSEE

WITNESSES

Schedule I

Account Number

:

[?]

Beneficiary Name

:

[?]

Bank Name

:

[?]

RTGS/NEFT IFSC Code

:

[?]

Branch Address

:

[?]

Schedule II

Declaration for Submission of PDC

To,

[?],

[?],

[?]

Sir,

Subject: Lease Agreement dated [?]

Please refer to the Lease Agreement (“**Agreement**”) dated July [?] entered into between you and me. For due payment of rent in terms of Clause 2.3 of the Agreement, I hereby deliver to you the post dated cheques (as detailed in Annexure attached hereto) drawn in your favour.

I hereby unconditionally and irrevocably authorize and confirm your authority to present the same for the payment.

I hereby undertake to be absolutely bound as the drawer of the said cheques and shall ensure that the said cheques are honoured on presentation for payment.

I agree and acknowledge that any dishonouring of the said cheques would make me liable

including under the provisions of section 138 of the Negotiable Instruments Act 1881.

Dated at [?] this [?] day of [?], [?].

Annexure

#

Cheque No

Date

Amount

Drawn on Bank

1

2

3

Signed,

[?]

