

## **SAMPLE OF LEASE/ RENT AGREEMENT**

THIS LEASE DEED is executed at New Delhi on this **[Date]** day of **[Month]**, **[Year]** by and between Mr. **[Name of the Owner]**, Resident of **[Address of the Owner]** (hereinafter jointly and severally called the "LESSOR", which expression shall include their heirs, legal representatives, successors and assigns) of the one part:

AND

**[Name of the Company]**, a Company incorporated under the Companies Act, 1956 and having its office at **[Address of the Company]** through its Authorised Signatory, Mr. **[Name of the Authorized Person]** through Board of Resolution passed on the date **[Date of Board Resolution]** by the Board of **[Name of the Company]**, (hereinafter called the Lessee, which expression shall include its legal representatives, successors and assigns) of the other part.

WHEREAS Mr. **[Name of the Owner]** the Lessor is the absolute owner of the **[Complete Address of the Property including mention of level, being taken on rent, along with postal code]** consisting **[Number of Bedrooms]** bedrooms, living room, family lounge, kitchen, servant room and inbuilt fittings & fixtures and inventory of the equipments as detailed in annexure-I , hereinafter referred to as "Demised Premises".

WHEREAS the lessee has requested the Lessors to grant lease with respect to the **[Complete Address of the Property including mention of level, being taken on rent, along with postal code]** and the Lessor has agreed to lease out to the Lessee the **[Complete Address of the Property including mention of level, being taken on rent, along with postal code]** for residential purposes only, on the following terms and condition:

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

1. The lease in respect of the "Demised Premises" shall commence from **[Starting Date of Rent Agreement]** and shall be valid till **[Expiry Date]**

**of Rent Agreement**. Thereafter, the same may be extended further on mutual consent of both the parties.

2. That the Lessee shall pay to the Lessor a monthly rent of Rs. **[Amount of rent in Numbers][Amount of rent in Alphabets]**, subject to deduction of tax at source at the applicable rate under the provisions of Income Tax Act, for the demised premises. The rent shall be paid in advance **[Monthly or Quarterly]** on or before 7<sup>th</sup> of English Calendar Month.
3. That the Lessee shall pay to the Lessor a monthly maintenance charges of Rs. **[Amount in Numbers][Amount in Alphabets]** towards Maintenance of Generator & Elevator, Salaries towards guards, Charges for Electricity Maintenance for Common Areas, Charges towards cleaning of Common Areas and towards maintaining the lawn.  
**[Note: The Maintenance Charges are sometimes negotiated & included in rent (Clause No.2) but not necessary depending on final negotiations, rent offered and owner to owner. The Maintenance Charges are equally shared between all the occupants of the building.]**
4. That the Lessee shall pay for the running cost of elevator and generator separately to the Lessor.  
**[Note:- This will not be applicable in multi-storey condominiums , where maintenance cost is charged on per square feet basis, specially in Gurgaon & Noida]**
5. That during the lease period, in addition to the **[Monthly/Quarterly]** rental amount payable to the Lessor, the Lessee shall pay for the use of electricity & water as per bills received from the authorities concerned directly. For all the dues of electricity bills & Water bills till the date the possession of the premises is handed over by the Lessor to the Lessee it is the responsibility of the Lessor to pay and clear them according to the readings on the respective meters . At the time of handing over possession of the premises back to the Lessor by Lessee, it is the responsibility of the Lessee to pay electricity & water bills, as presented by the Departments concerned according to the readings on the respective meters upto the date of vacation of the property. The Lessor has **provided [names of the Equipments such as Microwave, Oven, Refrigerator, Washing**

**Machine & Air-conditioners** at the “Demised Property” and servicing & repair will be the responsibility of the Lessee.

6. The Lessee will pay to the Lessor an interest-free refundable security deposit of Rs. **[Amount in Numbers][Amount in Alphabets]** equal to **[Number of Months Agreed in Negotiations]** vide cheque no dated \_\_\_\_\_ at the time of signing the Lease Agreement. The said amount of the Security deposit shall be refunded by the Lessor to the Lessee at the time of handing over possession of the demised premises by the Lessee upon expiry or sooner termination of this lease after adjusting any dues (if any) or cost towards damages caused by the negligence of the Lessee or the person he is responsible for, normal wear & tear and damages due to act of god exempted. In case the Lessor fails to refund the security deposit to the Lessee on early termination or expiry of the lease agreement, the Lessee is entitled to hold possession of the leased premises, without payment of rent and/or any other charges whatsoever, till such time the Lessor refunds the security deposit to the Lessee. This is without prejudice and in addition to the other remedies available to the Lessee to recover the amount from the Lessor.
7. That all the sanitary, electrical and other fittings and fixtures and appliances in the premises shall be handed over from the Lessor to the Lessee in good working condition. There will be 3 weeks maintenance period after the possession of **[Name of Occupant]**. If during these 3 weeks any defect is in electrical outlets/appliances, plumbing/ sanitary is identified & duly notified, the Lessor shall be responsible to repair/replace the same at his own cost. Upon returning the premises, all the sanitary, electrical and other fittings and fixtures will be restored by the Lessee in a good condition as they are at present, subject to normal wear and tear and damage by act of God.
8. That the Lessee shall not sublet, assign or part with the demised premises in whole or part thereof to any person in any circumstances whatsoever

and the same shall be used for the bonafide residential purposes of its employee, Mr. **[Name of the Occupant]** along with his family & relatives. In case **[Name of the Occupant]** is transferred or leaves the location, the premises may be used for residence of any other expatriate employee of the Lessee or its group companies for the balance period of the lease with the prior consent of the Lessor. Such consent from the Lessor shall not be unreasonably withheld.

9. That the day-to-day minor repairs will be the responsibility for the Lessee at its own expense. However, any structural or major repairs, if so required, shall be carried out by the Lessor.
10. That no structural additions or alterations shall be made by the Lessee in the premises without the prior written consent of the Lessors but the Lessee can install air-conditioners in the space provided and other electrical gadgets and make such changes for the purposes as may be necessary, at his own cost. The Lessor represents that the Premises possesses the adequate electrical infrastructure to cater for the electrical appliances including the air conditioners. On termination of the tenancy or earlier, the Lessee will be entitled to remove such equipments and restore the changes made, if any, to the original state.
11. That the Lessors shall hold the right to visit in person or his authorized agent(s), servants, workmen etc., to enter upon the demised premises for inspection (not exceeding once in a month) or to carry out repairs / construction, as and when required, by giving a 24 hours notice to the occupier.
12. That the Lessee shall comply with all the rules and regulations of the local authority applicable to the demised premises. The premises will be used only for residential purposes of its employees, families and guests.

13. That the Lessor shall pay for all taxes/cesses levied on the premises by the local or government authorities in the way of property tax for the premises and so on. Further, any other payment in the nature of subscription or periodical fee to the welfare association shall be paid by the Lessor.
14. That the Lessor will keep the Lessee free and harmless of any demands, claims, actions or proceedings by others in respect of quiet possession of the premises.
15. That this Lease Agreement has a lock-in-period of **[Number of Months]** months and cannot be terminated by either party. After the completion of lock-in-period, the Lessee can terminate the Lease Agreement by giving **[Number of Month(s)]** months notice to the Lessor or the rent in lieu of. Likewise, after the completion of lock-in-period, the Lessor can also terminate the Lease Agreement by **giving [Number of Month(s)]** months notice to the Lessee. That in the event of non-payment of rent by the Lessee during the lock-in period being in arrears for 2 consecutive months despite reminder issued by Lessor on such rent the Lessor shall have the right to terminate the Lease with immediate effect and take back possession of the said premises.
16. That the Lessors hereby assures to the covenants with the Lessee that:
  - a) The Lessee paying the rent herein reserved and observing and performing the terms and conditions on the part of the Lessee as herein contained, shall be entitled to peacefully and quietly hold and enjoy the demised premises during the period of this lease free of any interference, interruption or objection whatsoever from the Lessor.
  - b) The Lessor shall indemnify and keep the lessee fully indemnified and held harmless from and against all damages, costs and

expenses caused to or incurred by the Lessee as result of any defect in the title of the Lessors which disturbs or interferes with the possession and enjoyment of the demised premises by the Lessee under the covenants herein before contained.

- c) In the event the Lessor transfers, alienates or encumbers or otherwise howsoever disposes of or deals with leased premises or any part thereof or its right, title and interest therein during the terms of the present lease or further extended period, the Lessor shall intimate the lessee about the same in writing and the future owner or successor-in-title of the leased premises shall be bound to honor the terms of this Lease Deed, including further extensions as stated hereinabove and Lessors shall get an undertaking from the said purchaser / transferee to that effect.
- d) The Lessor shall acknowledge and give valid receipts for each and every payment made by the Lessee to the Lessor, which shall be conclusive proof of such payments.
- e) The demised premises are free from all encumbrances whatsoever and they have not entered into any agreement or arrangement for disposing of or dealing with the demised premises or any part thereof/or the Lessor's right, title and interest in the demised premises in any manner whatsoever.
- f) The Lessor confirms that in case for any reason whatsoever the premises in reference or any part thereof cannot be used for residential purposes because of any earthquake, civil commotion, or due to any natural calamity or if Premises is acquired compulsorily by any authority, over which the Lessee has no control, the Lessee shall have the right to terminate the lease forthwith and vacate the premises and the Lessors shall refund the security deposit or the rent received in advance to the Lessee forthwith.

- g) The Lessor represents that the Demises Premises is free from all construction defect including but not limited to all moisture related construction defects such as leakage, cracks in house walls including that of compound walls, breakage of floor tiles, etc.
  - h) The Lessor represents that he has complied with all the statutory payments of the property including that of taxes, penalties if any and statutory dues to the local authority including but not limited to municipality, village panchayat, development authority, departments of electricity, sewage and/ or water. The Lessor also represents that there is no Charge including mortgage due exist on the Demised Promises which would affect the peaceful possession of the Lessee of the Demised Premises.
17. That the Lessee will keep the Lessor harmless and keep it exonerated from all losses (whether financial or life), damage, liability or expense occasioned or claimed by reasons of acts or neglects of the Lessee or his employees or visitors whether in the leased premises or elsewhere in the building or its approaches, unless proximately caused by the negligent acts of the Lessor.
18. The Lessee shall maintain the Demised Premises in good and tenable condition and all the minor repairs such as leakage in the sanitary fittings, water taps and electrical usage etc. shall be carried out by the Lessee. That it shall be the responsibility of the Lessee to hand over the vacant and peaceful possession of the demised premises on expiry of the lease period, or on its early termination, as stated hereinabove in the same condition subject to natural wear and tear.
19. That in case, where the Premises are not vacated by the Lessee, at the termination of the Lease period, the lessee will pay damages calculated at two times the rent for any period, of occupation commencing from the

expiry of the Lease period. The payment of damages as aforesaid will not preclude the Lessor from initiating legal proceedings against the Lessee for recovering possession of premises or for any other purpose.

20. The Lessor agrees that in case of any restructuring or business reorganization of the Lessee entity, Lessee shall have the right to transfer this Leasehold rights in favor any entity emerges out of the said restructuring or business reorganization on the same terms and conditions as agreed under this Lease agreement
21. That both the parties shall observe and adhere to the terms and conditions contained hereinabove.
22. That the Lessee and Lessors represent and warrant that they are fully empowered and competent to make this lease.
23. In case of any dispute to this agreement and the clauses herein, the same will be settled in the jurisdiction of the Delhi civil courts.
24. That the Lease Agreement will be registered in front of registrar and the charges towards stamp duty, court fee & lawyer/coordinator will be equally borne by the Lessor & Lessee.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and the year first hereinabove written.

LESSOR

LESSEE

WITNESSES:

1.

2.

**IMPORTANT NOTE:**

If the Lease/ Rent Agreements are Less than eleven months, it can be done on Rs. 100/- stamp paper & would not need any registration. If the rent agreements are above 11 months (for the interest of owners as well as tenants), the Lease/ Rent Agreements need to be registered in the court of sub-registrar after paying stamp duty and registration charges.

**DISCLAIMER**

This is a sample of Lease/ Rent Agreement of general clauses used by different brokers across the industry and should never be taken as final. Please consult your lawyers and real estate brokerS before signing any Lease/ Rent Agreement. Realty Guru accepts no responsibility of these clauses