

DATED THIS ____ DAY OF _____, _____.

LEASE DEED

By and Between

Lessor:
[NAME OF LESSOR]
[address of lessor]

and

Lessee:
[NAME OF LESSEE]
[address of lessee]

Premises:
[ADDRESS OF LEASED PREMISES]

DEED OF LEASE

This Lease ("Lease") is made and executed as of the ____ day of _____, _____ by and between:

[NAME OF LESSOR], a Company within the meaning of the *Companies Act 1956* and having its registered office at _____ [insert lessor's address], represented through its authorised signatory _____ [insert name and title of signatory] (hereinafter referred to as the "Lessor") which expression shall where the context admits include its successors and assigns, OF THE ONE PART

And:

[NAME OF LESSEE], a Company within the meaning of the *Companies Act 1956* and having its registered office at _____ [insert Lessee's address], represented through its authorised signatory _____ [insert name and title of signatory] (hereinafter referred to as the "Lessee") which expression shall where the context admits include its successors and assigns, OF THE OTHER PART.

RECITALS:

WHEREAS Lessor is the absolute owner of the property located at _____ [street address], [Name of City], _____ Municipality, _____ District (the "Property") which is free from all claims and encumbrances.

AND WHEREAS Lessor and Lessee wish to enter into a lease arrangement for the "Demised Premises" (as hereinafter defined) for the term and subject to the conditions and agreements herein contained.

NOW THIS DEED OF LEASE WITNESSETH AS FOLLOWS:

In consideration of the mutual promises and agreements set forth in this Lease together with the Exhibits and any Addenda attached hereto, Lessor and Lessee agrees as follows:

SECTION 1 - EXHIBITS

The Exhibits annexed hereto and hereinafter described are by reference incorporated into this Lease and made a part hereof as though fully set forth in the text of this Lease. The Exhibits consist of the following:

- Exhibit A - General Terms & Conditions
- Exhibit B - Special Terms and Conditions
- Exhibit C - Building Premises & Demised Premises
- Exhibit D - Operating Expenses

SECTION 2 - DEMISED PREMISES

2.1 Lessor hereby demises and leases unto Lessee, and Lessee does take on lease from Lessor, the Demised Premises admeasuring _____ (_____) square feet on the _____ floor of the building situated at _____, as more fully described in Exhibit "C" attached hereto and herein referred to as the "Demised Premises", together with easements, rights and advantages appurtenant thereof, to be used as Lessee's office premises, together with the right of Lessee, its employees, agents, contractors and servants to the use of the Demised Premises.

2.2 In consideration of the rent and security deposit to be paid on the part of Lessee as provided in Section 4 and 5 hereunder respectively and of the covenants and conditions contained in the Exhibits annexed to this Lease to be observed and performed by the parties hereto, Lessor doth hereby grant and demise the Demised Premises to Lessee for carrying out its business, including using the Demised Premises for a business office under the name and title of _____ [insert lessee's business name].

SECTION 3 – TERM, RENEWAL & TERMINATION

3.1 This Lease and the parties' respective rights, obligations and liabilities hereunder shall be effective from the Commencement Date. Lessor shall deliver free and vacant possession of the Demised Premises to Lessee on the date of execution of this Lease and Lessee shall take possession subject to Lessor providing a Provisional Occupancy Certificate for the _____ floor of the building premises to be issued by the Municipal Corporation of _____ or any other competent authority in this respect on or before _____ [insert date]. In the event Lessor is unable to provide the Provisional Occupancy Certificate on or before such date, Lessee shall have the right to suspend the payment of the Rent until the Provisional Occupancy Certificate is provided.

3.2 The term of this Lease shall be initially for a period of _____ [months / years], commencing on _____ [insert date] (the "Commencement Date") and ending at 11:59 p.m. on _____ [insert date] (the "Expiration Date"). The parties shall mutually agree to renew the lease for further period(s) on the same terms and conditions as mentioned herein, subject to an increase in rent as set out in Section 4 below.

3.3 In the event that Lessee intends to renew the lease for a further period(s) after the Expiration Date of this Lease, it shall inform Lessor by giving written notice of such intention at least 3 (three) months prior to the expiry of this Lease.

/s/ _____
Tenant Signature

_____/s/
Landlord Signature

3.4 In the event the parties are not desirous of extending the Lease beyond the initial lease term, then on the Expiration Date, Lessee shall hand over vacant possession of the Demised Premises in good condition, subject to normal wear and tear. Lessee clearly understands and agrees that the Demised Premises shall at all times be the property of Lessor and shall not be transferred, in whole or in part, at any time or at the end of the term of this Lease, to Lessee.

3.5 Notwithstanding anything contained herein, in the event either party commits any breach or fails to observe or perform any of the covenants, terms and conditions under this Lease or any of the Exhibits forming part of this Lease, the aggrieved party shall have the option to forthwith terminate the Lease upon ____ days' written notice to the party committing such breach. This would be without prejudice to the other legal rights of the aggrieved party in respect of such breach by the party committing such breach.

SECTION 4 - RENT

Commencing on the "Commencement Date", Lessee covenants and agrees to pay to Lessor a monthly rent as follows:

Lessee has agreed to pay to Lessor Rs. ____ (Rupees _____ only) per square foot per month with effect from the Commencement Date of this Lease in advance on or before the ____ day of each Lease month for which it is due, subject to deduction of tax at source as applicable. In the event Lessee renews the Lease for a further period after the Expiration Date, the monthly rent will be enhanced to Rs. ____ (Rupees _____ only) per square foot, to and including _____ [insert date].

SECTION 5 – SECURITY DEPOSIT

Lessee agrees to pay and maintain an amount equivalent of ____ months rent for the Demised Premises, amounting to Rs. ____ (Rupees _____) on account of interest-free refundable security deposit (hereinafter "IFRSD") payable on or before _____ [insert date]. Lessor shall be entitled to adjust the IFRSD against the rent payable for the notice period and the balance (unadjusted) amount of IFRSD shall be refunded to Lessee simultaneously against the handing over of possession of the Demised Premises on the expiry or earlier termination of the Lease, as the case may be. However, Lessee shall pay Lessor electricity, water and telephone usage charges pertaining to the Demised Premises up to the handing over of the Demised Premises.

/s/ _____
Tenant Signature

_____/s/
Landlord Signature

SECTION 6 - OPERATING EXPENSES

6.1 Lessee shall pay the maintenance charges at the rate of Rs. ____ (Rupees _____ only) per square foot of chargeable area of the Demised Premises, i.e., the area admeasuring _____ square feet of the Demised Premises from the Commencement Date till the Expiry Date, per month. In the event Lessee renews the Lease for a further period after the Expiration Date, the monthly maintenance charges will be enhanced to Rs. ____ (Rupees _____ only) per square foot of chargeable area of the Demised Premises, to and including _____ *[insert date]*.

6.2 Lessee shall pay the monthly maintenance fees simultaneously with the lease rent in advance on or before the ____ day of each Lease month for which it is due.

6.3 Lessor shall bear and pay any maintenance charges which are over and above the rates set out in paragraph 6.1 in respect of the Demised Premises.

/s/ _____
Tenant Signature

_____/s/
Landlord Signature