**LEASE OF A HOUSE FOR RESIDENTIAL PURPOSE**

THIS LEASE is made the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_

 BETWEEN

 ………………………………………….., age……………………resi ………………………………………………………………………………..

 (hereinafter called ‘‘the Lessor’’) of the one part

 AND

………………………………….,age…….……..,resi…………………………………………………………………………….……………………

.(hereinafter called ‘‘the Lessee’’) of the other part

 WITNESSES that the Lessor does hereby demise unto the Lessee his executors, administrators and assigns ALL that dwelling house numbered \_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_ Road, in the city of \_\_\_\_\_\_\_\_, more specifically described in the Schedule hereto from the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_\_, for a term of \_\_\_\_\_\_\_\_ years thence ensuing yielding therefore during the said term the rent of Rupees \_\_\_\_\_\_\_ (Rs. \_\_\_\_\_\_\_ ) only per month, payments to be made on the \_\_\_\_\_\_\_\_ day of each month according to the Gregorian Calendar AND the Lessee does hereby covenant with the Lessor as under:

1. That he the Lessee will during the said term pay the rent hereby reserved in manner hereinbefore mentioned without any deduction whatsoever.

2. That he the Lessee shall pay all taxes, rates, duties and assessments whatsoever, Municipal, State or Central or otherwise levied or hereinafter levied on account thereof, except house tax payable to the Municipality.

3. That he the Lessee shall during the said term well and sufficiently repair, maintain, cleanse and keep the said demised premises with the appurtenances in good and substantial repairs, together with all fittings electrical and sanitary, windows, doors, water-closet, cisterns, partitions, shelves, etc., also in good and substantial repair and condition.

4. That he the Lessee shall in every third year paint all the outside woodwork, ironwork belonging to the said demised premises with coats of good oil paint in a workmanlike manner and also in every seventh year paint the inside woodwork and ironwork with coats of good oil paint in a workmanlike manner.

5. That he the Lessee shall forthwith insure the said demised premises to the full value thereof in some insurance company approved by the Lessor in the joint names of the Lessor and the Lessee and shall regularly pay the premium and on every payment forward the receipt of such premier to the Lessor for his record and if the premises hereby demised are burnt down or otherwise damaged due to civil commotion or enemy action, then the Lessee shall from and by the compensation received from the insurance company repair such damage as may have been caused by fire, civil commotion or enemy action.

6. That he the Lessee shall allow the Lessor and his agents at all reasonable times in the day during the said term to enter the said demised premises to take a schedule of the fixtures and things made and created thereupon and to examine the condition of the said premises and further that all wants of reparation which upon such views shall be found and for the amendment of which notice in writing shall be left at the premises, the Lessee shall within two calendar months next after every such notice well and sufficiently repair and make good accordingly.

7. That he the Lessee shall not convert, use or occupy the said premises or any part thereof into or as a shop, warehouse or other place for carrying on any trade or business whatsoever or suffer the said premises to be used for any such purpose or otherwise than a private dwelling house without the prior consent in writing of the Lessor.

8. That he the Lessee shall not nor will during the said term assign, transfer or part with the possession of the said premises or otherwise by any act or deed procure the said premises to be assigned, transferred or their possession parted with unto any person or persons whomsoever without the prior written consent of the Lessor.

9. That he the Lessee shall at the expiration or sooner determination of the said term peaceably surrender and yield up unto the Lessor the said premises hereby demised with the appurtenances together with all buildings, erections, additions and alterations and fixtures and fittings now or hereafter to be built or erected thereon in good and substantial repair and condition in all respects (reasonable wear and tear and damage by normal use excepted).

AND the Lessor does hereby covenant with the Lessee as under:

1. That he the Lessor shall for every one completed year of occupation pay to the Lessee one month’s rent towards the expenses of keeping the premises hereby demised waterproof and windproof and ordinary seasonal repairs.

2. That he the Lessee paying the rents hereby reserved and performing the covenants hereby reserved shall and may peaceably possess and enjoy the said premises for the term hereby granted without any interruption or disturbance from the Lessor or any person or persons lawfully claiming by, from or under him and he the Lessor shall for the period the Lessee is denied use and occupation of any part of the demised premises due to damage, vis major or otherwise charge only such rent of the premises in serviceable condition as may be proportionate and reasonable:

PROVIDED ALWAYS that it is expressly agreed that if the rent hereby reserved or any part thereof shall be unpaid for\_\_\_\_\_\_\_\_ days after any of the days on which the same ought to have been paid (although no formal demand may have been made therefore) or in case of the breach or non-observance of any of the covenants and agreements herein contained on the part of the Lessee then and in either of such cases it shall be lawful for the Lessor at any time thereafter into and upon the said demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as of his former estate anything hereinafter contained to the contrary notwithstanding or at his election he may leave for the Lessee at or upon the said premises. . . . days’ notice in writing to quit the same and upon service of the same and expiration of such notice, howsoever given or sent, the Lessee shall be deemed to be a tenant whose term has been duly determined by notice under the Transfer of Property Act.

IN WITNESS whereof, ……………., the said Lessor and ……………….., the said Lessee, have hereunto signed, the day and the year first above-written.

Witnesses:

1. Sd.

Lessor.

2.

Sd.

Lessee.