**LEASE OF LAND AS LESSEE ALREADY POSSESSING, WITH RETROSPECTIVE EFFCET**

This Deed of Lease("Agreement") is made at ………………………….On

this \_\_\_\_\_\_\_ day \_\_\_\_\_\_\_\_ 20……   
  
Between   
  
Shri \_\_\_\_\_\_\_\_\_s/o Shri \_\_\_\_\_\_\_\_, resident of \_\_\_\_\_\_\_\_,

hereinafter referred to as "Lessor" which expression shall, unless contrary repugnant to the context or meaning hereof, include his heirs, legal representatives and assigns) of One Part;   
  
And   
  
\_\_\_\_\_\_\_\_\_\_ (Hereinafter referred to as "Lessee" which expression shall, unless contrary to the context or meaning hereof, include its heirs in title, legal representatives, assigns, associates, affiliates, subsidiaries, and other authorized companies) of the Second Part;   
  
Whereas the Lessor is the complete and lawful owner of the plot of land situated at \_\_\_\_\_\_\_\_\_\_\_ measuring \_\_\_\_\_\_\_\_\_ sq. yards.(hereinafter referred to as "Demised Land").   
  
And Whereas the Lessor has represented that he has a clear and unrestricted right to lease out the Demised Land for the purpose of residential/commercial use and is lawfully competent to enter into the Lease of the Demised Land;

And Whereas the Lessee has approached the Lessor for take on rent the Demised Land for residential purposes;   
  
And Whereas the Lessor hereby demises to the Lessee the Demised Land on which the Lessee has built a house and which has been in Lessee's possession since the beginning of the year.   
  
Now, The Parties Hereto Covenants as Follows:

1. In consideration of the consented terms between the parties hereto and in consideration of the monthly rent and other charges retained hereinafter, the Lessor hereby irrevocably grants and demises to the Lessee the Demised Land along with rights, easements, property rights, etc., for construction and future use for commercial/residential purposes for a minimum period of \_\_\_\_\_\_\_\_\_months from the date of effective occupation of the Demised Land.

2. That the Lessee shall be Liable in obeying with all formalities relating to ……………………. and other regulatory authorities for constructing on the Demised Land as applicable to the Demised Land.   
  
3. In consideration of the Lessee's paying the rent of Rs. \_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) per month ("Monthly Rent") minus applicable Tax Deduction at Source retrospectively from the date of handing over of the physical possession of the Demised Land (the Handing Over Date), the Lessor has consented to Lease out the Demised Land to the Lessee on the terms/conditions herein contained.

4. That the Lessee consented in paying at the time of the signing of this Lease Deed, 12 months rent for the period from \_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_/- towards monthly rent wherein the Lessee was in occupied the Demised Land, amounting to Rs. \_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) minus applicable Tax Deduction at source (the receipt of which the Lessor shall separately acknowledge) to be adjusted @ \_\_\_\_\_ per month. The remaining rent shall be paid every quarter in advance @ Rs. \_\_\_\_/- per month for 24 months i.eRs. \_\_\_\_/- per Quarter less applicable Tax Deduction at source in advance, on the Lessor issuing pre-receipt rent bill to the Lessee at least 15 days before the date the rent falls due.

5. That besides the rent herein above retained, the charges for consumption of electricity and water, if any, in the Demised Land from the date of retrospective handing over of the vacant physical possession of the Demised Land shall be paid and/or borne by the Lessee who shall be duty bound to honour all the bills received in that behalf from the concerned authorities, from time to time.   
  
6. The Lessee shall wisely obey and perform all the terms/conditions and/or Agreements of this Lease Deed.   
  
7. The Lessee shall, allow the Lessor and/or his authorized representatives, by before appointment in visiting and inspecting the Demised Land, before the Lessee or his authorized representative at all reasonable hours, as and when compulsory. The Lessor will ensure that such entry will not disturb the quiet and peaceable possession of the Demised Land by the Lessee or any person claiming through the Lessee, in using the Demised Land.

8. During the existence of this Lease, the Lessor shall try his best in preventing any right or easement relating to or used with the Demised Land from being prevented or lost.   
  
9. The Lessee shall be free in having the house and belongings kept in the Demised Land insured at its own cost from any loss due to theft or against damage by fire or other natural calamities. The Lessor shall, also, maintain with a reputed insurance company comprehensive and enough insurance for the Demised Land. In case of any loss, destruction or damage to the Demised Land emerging out of any cause beyond the reasonable control of the Lessee or due to Acts of God rendering the Demised Land unfit for use, then this Lease shall be ended at once, intimation the Lessor and the Lessor shall at once refund to the Lessee all unadjusted payments lying with the Lessor against delivery of the vacant physical possession of the Demised Land by the Lessee.   
  
10. The Lessee shall not sublet, assign, or otherwise part with the possession of the Demised Land, or any part thereof to any third Party excepting with before written Agreement of the Lessor.   
  
11. On ending the term of this Lease, or its earlier termination in accordance with the terms of this Lease Deed, whichever be earlier, the Lessee shall force with hand over the actual vacant physical peaceable possession of the Demised Land to the Lessee after removing his building materials there from unless the Lessor within three months preceding such expiry or within 15 days of such determination notifies his intention of purchasing the same at a price to be mutually determined. In case of earlier ending of the Lease, refunding of all previously paid and unaccounted amounts under this Lease Deed, and any prepaid parts of the rent to the Lessee shall be a pre condition to the surrender of the actual vacant physical peaceful possession of the Demised Land by the Lessee.   
  
12. The Lessee shall not without the Agreement in writing of the Lessor build any new building or buildings on the Demised Land or make any modification in the buildings now as standing thereon.   
  
13. The Lessee will not use the said land/buildings shall only be used by Lessee for residential purpose.   
  
14. That the Lessor may at any time after six months' prior express notice to Lessee, the Lessor determine the tenancy so created and pay to Lessee cost of any building /buildings erected on Demised Land on date of such determination as may be consented mutually or in case of difference which be determined by a reasonable deduction for depreciation and on that payment as made on such buildings shall confine with Lessor.

15. If Party controvert or disagree concerning this Lease Deed or any portion thereto, same shall be referred to arbitration and shall be ruled by the Arbitration and Conciliation Act, 1996.   
  
16. "Force Majeure" signifies an event beyond the control of a party, as a resulting which party cannot do its duties per this Lease. Force Majeure includes, but is not restricted to restriction or acts by government or public agency, riot, war, hostility, public disturbance, epidemic, fire, flood, earthquake, storm, or other acts of nature. If a party has been restricted from doing its duties given in this Lease due to Force Majeure, it shall serve express notice to other party within fourteen (14) days after the Force Majeure occured, and both Party try with reason for stopping damages, as for as possible. On occurrence of Force Majeure neither Party shall be responsible for damage, exceeding costs/loss as suffered by other Party due to failure or delayed action, such failure/delay shall not be contravening this Lease. A party not performing to Force Majeure shall adopted proper means mitigate or stop Event of Force Majeure and by shortest time attempt to do the duty affected by the Event of Force Majeure.   
  
17. Delaying or Failure by any party hereto to in acting on any right, power or privilege per this Lease shall not operate as a waiver thereto, nor shall any one or partial action on any right, power or privilege exclude any other subsequent action thereof.

18. Notices/other correspondence needed to be served by any party per this Agreement shall be in English and may be delivered personally, sent through letter per registered post with prepaid postage or by facsimile transmission to the addressed to other party given below or to such other address as altered through notification other party through notification from time to time. The dates of giving the effective notice shall be determined as follows:

(a) Notices served by personal delivery shall be deemed effectively served on the date of personal delivery; 

(b) Notices served in letter form shall be deemed effectively served on seventh day after date of mailing (as signified by postmark) under registered airmail, prepaid postage, or on third day of sending by established courier service.

(c) Notices served by facsimile shall be deemed effectively served on the first business day after transmission date.

In Witness Whereof, the parties hereto have executed this presents on the day, month and year above written.   
  
Witnesses: Lessor: Lessee:

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