**LEASE OF LAND FOR CONSTRUCTION OF BUILDING**

This Deed of Lease ("Agreement") is made at ……….. on this \_\_\_\_ day\_\_\_\_\_\_\_20\_\_\_\_

Between

Shri ………………………………………………………………, resi…………………….. ……………………………………………………….

 hereinafter referred to as "Lessor" which expression shall, unless contrary to the context or meaning hereof, include hisheirs, 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 absolute and legal owner of the plot of land situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ admeasuring \_\_\_\_\_\_\_\_\_ 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 residential/commercial use and is legally competent to enter into the Lease of the Demised Premises;

And Whereas the Lessee has asked the Lessor for taking on rent the Demised Land for constructing of building for commercial/residential purposes;

And Whereas the Lessor has consenting on the Demised Land and permit constructing on Demise Land Lessee has consented in take on lease the Demised Land (the "Lease") on the terms /conditions herein stated below;

And Whereas the Lessor has got or will get all Permissions/Approvals, if any, compulsory for leasing the Demised Land prior the execution of the Lease.

Now, It Is Hereby Mutually Consented By And Between The Parties Here to as Under:

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 allows and demises to the Lessee the Demised Land along with rights, easements, right to a property, etc., for construction and subsequent use for commercial/residential purposes for a minimum period of \_\_\_\_\_\_\_\_\_\_\_\_months.

2. That the Lessor hereby allows to the Lessee the power to construct upon the Demised Land any building/structures as may be deemed fit by the Lessee per the local laws/permissions/approvals applied to the Demised Land and the Lessee undertakes to carry out, upon the Demised Land, such construction as shall be within the terms of the permission/approval allowed by the local authorities in concerning it.

3. That the Lessee shall be responsible in getting all such permissions/approvals from the ………………….. and other regulatory authorities for the purpose of construction upon the Demised Land as may be applied to the Demised Land.

4. That it is consented between the Parties hereto that the cost of construction upon the Demised Land shall be initially paid by the Lessee and subsequently adjusted against the rent (hereinafter retained ) to be paid to the Lessor.

5. In consideration of the Lessee's paying the rent of Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_ only) per month ("Monthly Rent") less applicable Tax Deduction at Source from the date of handing over of the vacant physical possession of the Demised Premises (the Handing Over Date), the Lessor has consented to Lease out the Demised Premises to the Lessee on the terms /conditions herein stated.

6. That the Lessee consents to pay at the time of the signing of this Lease Deed, 12 months rent in advance amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) minus Tax applicable Deducted at source (which receipt of Lessor shall acknowledge separately) to be adjusted @ \_\_\_\_/- towards monthly rent. The balance rent shall be paid every quarterly in advance @ Rs. \_\_\_\_/- per month for 24 months i.eRs. \_\_\_\_/- per Quarter minus Tax Deducted at source in advance, on the Lessor issuing pre-receipt rent bill to the Lessee at least 15 days prior to the date the rent falls due.

7. That besides the rent hereinabove retained, the charges for consuming of electricity and water, if any, in the Demised Land from the date of handing over of the vacant physical possession of the Demised Land shall also be paid and/or borne by the Lessee who shall be bound in honoring all bills so received from the concerned authorities, from time to time.

8. The Lessee shall wisely observe and perform all the terms and conditions and/or agreements of this Lease Deed.

9. The Lessee shall, allow the Lessor and/or his authorized representatives, by fixed appointment to inspect and visit the Demised Land, in the presence of Lessee or his authorized representative at all reasonable hours, as and when necessary. 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, use of the Demised Land.

10. During the existence of this Lease, the Lessor shall use his best endeavor to prevent any right or easement belonging to or used with the Demised Land from being restricted or lost.

11. The Lessee shall be free to have the house and belongings kept in the Demised Land insured at its own cost from any per theft or against damage by fire or other natural calamities. The Lessor shall, however, maintain with a reputed insurance company comprehensive and adequate insurance for the Demised Land. In the event 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 such that the Demised Land become unusable, then this Lease shall be terminable forthwith with intimation to the Lessor and the Lessor shall forthwith 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.

12. The Lessee shall not sublet, assign, or otherwise part with the possession of the Demised Land, or any portion thereof to any third Party save and excepting favoring company owned controlled by, or owning and controlling it, subject to before and intimation and agreement of the Lessor which consent shall not be withheld without any reason.

13. On the ending of the term of this Lease, or its prior termination in accordance the terms of this Lease Deed, whichever is earlier, the Lessee shall at once surrender the actual vacant physical peaceful possession of the Demised Land to the Lessee. In case of prior termination of the Lease, refund of all paid and unadjusted amounts per this Lease Deed, and any prepaid portions of rent to the Lessee shall be a pre-condition in surrendering of the actual vacant physical peaceful possession of the Demised Land by the Lessee.

14. That the Lessee can terminate this Lease after \_\_\_\_\_ months from the Handing Over Date with three months notice in writing or rent in lieu thereof or immediately in case of Act of God or in the event of Lessee winding up its operation in New Delhi and shall hand over the actual vacant physical possession thereof to the Lessee against refund of all un-adjusted amounts to the Lessee including any prepaid portions of rent. In the eventuality of the Lessee seeking to terminate this Lease, before the expiry of the first full year, the Lessee shall be liable to pay to the Lessor damages equivalent to the rent for the remaining period of one full year or \_\_\_ months rent whichever is higher.

15. The Lessee paying the rent hereby retained and performing and observing all the agreements of this Lease enumerated herein, shall freely enjoy quiet and peaceable vacant physical possession of the Demised Land during the period of the Lease, free from any intervention, restriction or objection whatsoever from the Lessor or any person or persons claiming through, under or in trust for the Lessor or the Municipal Corporation or any authority or entity or any person or persons claiming through or on behalf of the Municipal Corporation or any authority or entity.

16. During the existence of this Lease, the Lessee shall keep the Demised Land including the building and fittings, fixtures, furniture, paint and decorations thereto in good condition and order, excepting normal wear and tear, at its own cost and will do all daily minor repairs, if any ,for making good all defects, at the earliest reasonable time, at its own cost, subject to clause \_\_\_ herein below.

17. That the Lessor in his individual capacity shall indemnify and keep the Lessee and any persons claiming through the Lessee fully compensated and without harmless from and against all damages, costs and expenses caused to or incurred by the Lessee, as a resulting in any defect in the title of the Lessor or any fault, negligence or omission by the Lessor which disturbs or interferes with the quiet and peaceable possession of the Demised Land by the Lessee and any persons claiming through the Lessee, under the agreements as stated herein.

18. Excepting the liability of Tax Deduction at Source on Monthly Rent as stated in clause \_\_ the Lessor shall, be solely responsible for paying of all rates, impositions, house tax, cesses, out goings and all other taxes, including Municipal taxes and Indian Income Tax as levied or that may be levied in future by any authority whatsoever in concerning the Demised Land. The Lessor shall also be responsible for the paying the electricity and water bills up to the date of handing over of the vacant physical possession of the Demised Land to the Lessee.

19. That the Lessee shall obey all laws, bye-laws, rules and regulations apply to the Demised Land and shall not do on or allow to be done and business or trade in violation of this Lease Deed from within the Demised Land.

20. That the Lessee shall never stock any inflammable or hazardous or prohibited or obnoxious goods, material or things in or surrounding Demised Land.

21. That the Lessee shall not be responsible for any loss, destruction or damage to the Demised Land emerging out of any act or cause beyond the reasonable control of the Lessee.

22. That the Lessee consents in vacating the Demised Land on the ending or termination of the Lease Term and handing over the peaceful and vacant possession to the Lessor. In the eventuality of the Lessee failing to vacate the Demised Land upon the expiry of this lease, the Lessee shall be liable to pay the Lessor a sum of Rs. \_\_\_\_\_\_\_\_\_\_\_/- per day (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ per day) for the use and occupation of the Demised Land till the vacation of the Demised Land, without prejudice to all or any rights of the Lessor, inclusive the right to have the Demised Land vacated by per process of law. However, it is expressly comprehended that the refunding all prior paid /unadjusted amounts per Lease Deed, including any pre paid part of rent to the Lessee shall be pre-condition in surrendering the actual physical possession of the Demised Land by the Lessee. If non-vacation of the Demised Land by the Lessee being due to non-refund of the unadjusted amounts etc., by the Lessor, the Lessee will not pay any amount for the time after the date of ending/termination of Leased time.

23. The Lessor /his authorized agents shall furnish legal stamped receipts for rent(s) as paid by the Lessee.

24. That Lessee holds no responsibility in any loss, destruction /damage to the Demised Land emerging out of any cause beyond the resonation control of the Lessee or owing to any structural defect per Demised Land or Lessor for which is to maintain insurance.

25. That the stamp duty /registration charges concerning this Lease, shall be borne by the Lessee. Registered of Lease Deed with Sub Registrar, Chennai, at once after its execution will be necessary .

26. That the Lessor assuring with representation to Lessee that there is enough electricity with power load, cables including back up support of the generator in the Demised Land. There are required cable/lines for ensuring continued and uninterrupted supply of electricity /power and the water supply functioning fully without any inner defect.

27. If Lessee or Lessor (referred to in this Clause \_ as the Defaulting Party) shall not perform or obey any material agreements(s) or condition(s) herein stated, then, in any such case it shall be lawful for the non-Defaulting Party to terminate this Lease, without prejudice to any claim or right to action or core which any of two Parties may be having against the other concerning any breach, non-compliance, not observing and contravention of the terms /conditions herein stated. Provided that prior that so, the non Defaulting Party would give to the Defaulting Party a written notice, under registered post, on address given on page 1 of this Lease giving the breach or non-performance or non-compliance or contravention complained by asking the Defaulting Party for curing same within 30 days. Otherwise this Lease would thence terminate, without any future action or notice.

In Witness Whereof, the parties to this deed have signed their hands at Chennai, on the day, month and year first noted above, in presence of:

Lessor \_\_\_\_\_\_\_\_\_\_\_

Lessee \_\_\_\_\_\_\_\_\_\_\_\_\_

Witnesses:

1.

2.