**COMMERCIAL LEASE DEED FORMAT FOR THE TENANT:**

Take care to check the valid and proper sanction for the construction of the property being negotiated for the lease; check the sanctioned plan and completion letter.

Check the details of the carpet area being mentioned in the Commercial Lease Deed Format.

Mention the charges related to maintenance, lift operation charges, power back up, parking and all other related charges being claimed by the owner of the commercial premises or the operator in the Commercial Lease Deed Format.

Negotiate and mention about the liability of the applicable taxes, levies in the Commercial Lease Deed Format.

The Commercial Lease Deed Format should clearly and specifically mention the date of commencement of the lease and the date of termination of the tenancy.

Commercial Lease Deed Format should also mention specifically the mode and process of the termination of lease deed.

Commercial Lease Deed Format should also indicate the enhancement clause for the leased property.

The clause related to renewal of the Commercial Lease Deed Format should also be mentioned specifically.

The Commercial Lease Deed Format/ agreement should be registered if the lease period is for more than 11 months.

IMPORTANT TIPS FOR COMMERCIAL LEASE DEED FORMAT FOR THE LAND LORD:

The identity and the paying capacity of the proposed tenant should be verified specifically.

The Commercial Lease Deed Format should specifically mention about the charges related to maintenance, lift operation charges, power back up, parking and all other related to be borne.

The liability of the applicable taxes, levies in the Commercial Lease Deed Format should be specifically be mentioned.

The Commercial Lease Deed Format should clearly and specifically mention the date of commencement of the lease and the date of termination of the tenancy.

Commercial Lease Deed Format should also mention specifically the mode and process of the termination of lease deed.

Commercial Lease Deed Format should also indicate the enhancement clause for the leased property.

The clause related to renewal of the Commercial Lease Deed Format should also be mentioned specifically.

Commercial Lease Deed Format should also mention the mode of deposit and return of the security amount from the tenant.

Commercial Lease Deed Format/ agreement should be registered with the Registrar if the lease period is more than 11 months.

SAMPLE COMMERCIAL LEASE DEED FORMAT/ AGREEMENT

SAMPLE COMMERCIAL LEASE DEED FORMAT/ AGREEMENT

This lease is made on this \_\_\_\_\_\_\_\_\_\_\_\_\_\_day at \_\_\_\_\_\_\_\_\_\_\_\_\_\_ between:

( Name of the Lessee)

AND

(Name of the Lessor)

WHEREAS:

B. In consideration of the monthly rent hereinafter reserved and all the covenants and conditions hereinafter contained and on the part of the LESSEE to be paid, observed and performed, LESSOR hereby demises unto the LESSEE the Leased Premises on lease for a term of 3 (three) years from the date hereof, with the LESSEE holding the option to extend the lease for a further two terms of 3 (three) years each.
C. The monthly rent for Apartment shall be Rs ———————————————————plus service tax (as applicable) and rent for 2 car parking slots shall be Rs.——————————————————————————, plus service tax (as applicable) from the date————————————–till———————————————————- thereafter the monthly rent shall be escalated by 20 percent (20%) over the last paid monthly rent, however Service Tax (as applicable) shall be paid by the LESSEE. On such renewal a fresh lease deed on the same terms and conditions as herein contained shall be executed and registered.
D. The LESSEE shall enter into separate maintenance agreement with the maintenance agency and shall pay the maintenance charges, contribution to sinking fund and wing charges to them directly.
E. The LESSEE is desirous of taking on lease the Leased Premises for its office and LESSOR has agreed to grant the Leased Premises on lease to the LESSEE on the terms and conditions hereinafter contained.
NOW THIS DEED WITNESSETH AS UNDER: NOW THIS DEED WITNESSETH AS UNDER:
1. TERM OF LEASE
1.1. In consideration of the monthly rent hereinafter reserved, the LESSOR hereby demises unto the LESSEE, the Leased Premises for a period of —————————————————————-to———————— (both days are inclusive). The LESSEE shall be entitled to renew/extend the term of the lease for further two terms of 3 (three) years each on the same terms and conditions herein contained subject to escalation of rent by 20 percent (20 %) over the last paid monthly rent. On such renewal/extension, a fresh lease deed shall be executed and registered.
2. RENT AND SECURITY DEPOSIT 2. RENT AND SECURITY DEPOSIT
2.1 In consideration of the lease of the Leased Premises, the LESSEE shall pay rent of Rs —————————————————————————- plus service tax (as applicable) and rent for car parking slots shall be Rs—————————————————————————, plus service tax (as applicable) plus service tax (as applicable).
Upon the LESSEE exercising its option to renew the lease for further period of three years, the monthly rent shall stand increased as above. Upon the LESSEE exercising its option to renew the lease for further period of three years, the monthly rent shall stand increased as above.
2.2 The rent, in accordance with Clause 2.1 shall be paid monthly in advance on or before the 7th day of each month. All payments to be made by the LESSEE hereunder shall be made after deducting taxes as applicable from time to time. The LESSEE shall pay the rent on becoming payable without any formal demand being raised by the LESSOR.
2.3 Notwithstanding anything to the contrary contained herein, but subject to the provisions of Clause 2.4 and Clause 5.6 if the LESSEE overstays in the Leased Premises after termination/expiry of the Lease Deed, LESSOR shall be entitled to charge double of existing rent from the LESSEE and withdraw all facilities provided to the LESSEE. This shall be without prejudice to LESSOR’s rights to file a legal suit for the possession of the Leased Premises from the LESSEE and/or take any other legal action in court of law and/or enter upon the Leased Premises.
2.4 Provided always, in the event LESSOR defaults in refunding or repaying the unadjusted advance rent, if any, to the LESSEE simultaneously upon the handing over of the vacant and peaceful physical possession of the Leased Premises by the LESSEE to LESSOR, in accordance with the terms hereof, on the expiry of the term or earlier termination of this Lease Deed, then notwithstanding anything to the contrary contained herein, the LESSEE shall have a right to retain possession of the Leased Premises without payment of any rent or any other charges together with the right to recover the said amount of unadjusted advance rent alongwith interest @ 21% per annum thereon from the date LESSOR was to refund such amount, in accordance with terms hereof, till the date of full and final payment.
2.5 However, this shall be without prejudice to the rights of the LESSEE under the law to claim from the LESSOR the entire amount of unexpired/unadjusted advance rent along with interest thereon at the rate of @ 21% per annum from the date of expiry or early termination of this Lease Deed, as the case may be, till date of payment.
2.6 The Lessee, as security for its obligations under the Lease Deed has deposited as interest free refundable security deposit with LESSOR, an amount of Rs. ——————————————————————————–which has been duly received and acknowledged by LESSOR and interest free refundable security deposit shall increased by 20 % provided the lease is renewed.
2.7 The additional amount of security deposit as above, shall be deposited at least 15 (fifteen) days before the commencement of the aforesaid date on which the security deposit is to be increased provided the lease is renewed failing which, notwithstanding anything to the contrary contained in the Lease Deed, LESSOR apart from its right to claim interest @ 21% p.a. on the additional amount for the delayed period, shall also be entitled to forthwith terminate the Lease Deed anytime thereafter.
2.8 The said amount of security deposit including additions thereof, shall remain with LESSOR without any interest and shall be refunded, after deductions on account of unpaid rent (including amounts payable by the LESSEE, in terms of Clause 5.2 and Clause 5.3 of the Lease Deed), electricity charges and willful damage to the Leased Premises and/or the said building, simultaneously upon the handing over of the vacant and peaceful physical possession of the Leased Premises by the LESSEE to LESSOR in accordance with the Lease Deed on the expiry or earlier termination of the term of the lease. Provided always in the event LESSOR defaults in refunding or repaying the amount of interest free security deposit and all other amounts outstanding subject to deductions as above, to the LESSEE, simultaneously upon the handing over of the vacant and peaceful physical possession of the Leased Premises without payment of any rent or any other charges together with the right to recover the said amount of Interest Free Security Deposit, advance rental and all other amounts outstanding (together with interest @ 21% per annum with monthly rests thereon) from the date LESSOR was to refund such amount, in accordance with the terms hereof, till the date of full and final payment.
3. LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS: 3. LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:
3.1 The vacant and peaceful possession of the Leased Premises has been handed over by LESSOR to the LESSEE on the date hereof.
3.2 Should the LESSEE desire linkages from the additional air-conditioning system for cooling of their Server / UPS outside regular office hours, (regular office hours shall be from 8.30 AM to 6.30 PM from Monday to Friday and from 8.30 AM to 2.30 PM on Saturdays, public holidays exempted), LESSOR hereby agrees to provide the same . Charges towards installation and running of such unit(s) will be borne pro rata to the tonnage that shall be availed by all users of such facility at 1.2 times of actual cost incurred by owner.
3.3 The LESSEE shall pay the electricity bills for the electrical load provided by LESSOR to the LESSEE for the Leased Premises each month at applicable rates. If the LESSEE requires any extra load, LESSOR shall arrange the same at the cost and expense of the LESSEE. The LESSEE shall pay requisite amounts for the additional load, including security deposit amounts, as and when demanded by the landlord.
3.4 LESSOR shall pay all taxes, ground rent, house tax, other charges, imposts, assessments and outgoings assessed or payable to the Delhi Municipal Corporation or the Government or any local authority in respect of the Leased Premises, at the rates prevailing on the date hereof.
3.5 LESSOR shall abide by all laws, Bye-laws, Rules & Regulations of the Government or any other authority or local body and shall observe and perform the covenants and conditions and shall attend to, answer, and be responsible for, all violations of any of the conditions or rules, or Bye-laws, that may be required to be followed, observed and performed by the landlord of a property, by the said authority and shall keep & hold the LESSEE harmless and indemnified in this regard.
3.6 The LESSEE, along with other occupants of the Right Wing of the Ground Floor, shall have right of access to and use of the common areas of the said Right Wing, including the common passage, dinning space, toilets and pantry service area.
3.7 LESSOR assures that it has the absolute and unrestricted right to lease the Leased Premises to the LESSEE and to execute this Lease Deed as per the terms and conditions contained herein and that it has complied with all the requisite compliance under applicable statutory provisions or applicable municipal regulations. In the event of there being any defect or deficiency or inadequacy in LESSOR right to execute this Lease Deed and/or to give on Lease the Leased Premises, LESSOR undertakes to indemnify the LESSEE against all consequences arising therefrom, including damages, losses, costs or any other claims and demands relating thereto.

LESSOR further undertakes to indemnify the LESSEE for losses and expenses that may be caused to it in the event the LESSEE is evicted from the Leased Premises by the Government or any local / municipal authority for the reason that the occupation of the Leased Premises is unauthorized for want of necessary permission from the said authorities. LESSOR further undertakes to indemnify the LESSEE for losses and expenses that may be caused to it in the event the LESSEE is evicted from the Leased Premises by the Government or any local / municipal authority for the reason that the occupation of the Leased Premises is unauthorized for want of necessary permission from the said authorities.
This will be in addition to the refund by LESSOR to the LESSEE of all advances made subject to the deduction on a pro rata basis for any period the LESSEE was in possession of the Leased Premises. This will be in addition to the refund by LESSOR to the LESSEE of all advances made subject to the deduction on a pro rata basis for any period the LESSEE was in possession of the Leased Premises.
4. THE LESSEE HEREBY COVENANTS WITH LESSOR AS FOLLOWS: 4. THE LESSEE HEREBY COVENANTS WITH LESSOR AS FOLLOWS:
4.1. The LESSEE shall directly pay to the maintenance agency all charges as per applicable rates for the electricity consumed by it. It is being clarified that any amount payable for electricity charges after the expiry or earlier termination of the lease, as the case may be, shall be the sole liability of LESSOR.
4.2. The LESSEE shall have access to the Leased Premises and, or, the said Building (for use and occupation of the Leased Premises) at all times i.e. twenty four (24) hours a day and seven (7) days per week throughout the term of this Lease Deed.
4.3. The LESSEE shall not sublet, assign or otherwise part with the possession of any part or whole of the Leased Premises hereby demised without the prior consent of LESSOR which consent shall not be unduly withheld for any request to assign the Lease to any affiliated entity of the LESSEE that assumes or take over the business operations of the LESSEE.
4.4. The LESSEE shall keep the interior of the Leased Premises in good repair, order and condition (reasonable wear and tear and damages by fire, earthquake, floods tempest, lightning, and violence of any army/or mob beyond the LESSEE’s control are exempted). Any repairs on account of structure (such as cracks/defects in true ceiling, window glass panels, floors and columns, load bearing walls, beams), bursting of water/sanitary pipes shall be to the account of LESSOR.
4.5. The LESSEE shall abide by the bye laws and regulations of the local authorities, in relation to the Leased Premises.
4.6. The LESSEE shall not make any changes, structural or otherwise, in the Leased Premises nor use common areas of the said building for any other purpose other than for common use. It being expressly agreed by the LESSEE that it shall not make any changes in the outer facade of the said building nor install any air-conditioners or neon signs thereof.
4.7. The LESSEE shall permit LESSOR and its agents surveyors and workmen to enter into the Leased Premises at all reasonable times for the purpose of inspection or repair of the Leased Premises after giving appropriate notice if feasible. However, LESSOR shall ensure that minimum interference is caused to the working of the LESSEE during such inspection or repair.
4.8. The LESSEE further covenants with LESSOR that it shall:
Not use the Leased Premises nor allow the use of the Leased Premises in a manner, which would cause interference or disturbance to other occupants of the said building; Not use the Leased Premises nor allow the use of the Leased Premises in a manner, which would cause interference or disturbance to other occupants of the said building;
Not park any vehicle in any space not allotted in writing for that purpose with regard to the reserved parking slots; Not park any vehicle in any space not allotted in writing for that purpose with regard to the reserved parking slots;
Use only such routes of entry/exit, as have been allowed by LESSOR for that purpose; Use only such routes of entry/exit, as have been allowed by LESSOR for that purpose;
Not transport any heavy goods to the Leased Premises during office hours in order to avoid inconvenience to the occupants of the said building; Not transport any heavy goods to the Leased Premises during office hours in order to avoid inconvenience to the occupants of the said building;
Use part or all of the Leased Premises only for its office and /or business activities; Use part or all of the Leased Premises only for its office and /or business activities;
Not carry on or permit to be carried on in the Leased Premises, or in any part thereof, any activity which shall be deemed unlawful or of nuisance to LESSOR or other occupants of the said building; Not carry on or permit to be carried on in the Leased Premises, or in any part thereof, any activity which shall be deemed unlawful or of nuisance to LESSOR or other occupants of the said building;
Not use the Leased Premises for carrying on any manufacturing process of any nature whatsoever; nor as workshop; Not use the Leased Premises for carrying on any manufacturing process of any nature whatsoever; nor as workshop;
Not store goods of hazardous or combustible nature or which are so heavy as to affect the construction or structure of the said building or any part thereof; Not store goods of hazardous or combustible nature or which are so heavy as to affect the construction or structure of the said building or any part thereof;
Put up its nameplate only at such a place as may be designated by LESSOR; Put up its nameplate only at such a place as may be designated by LESSOR;
Not use the glass curtain wall / facade or common areas of the Building for any kind of display / signage. Not use the glass curtain wall / facade or common areas of the Building for any kind of display / signage.
5. IT IS HEREBY MUTUALLY AGREED AS FOLLOWS: 5. IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:
5.1 The LESSEE may terminate this Lease Deed effective anytime after ————————-.It being expressly clarified that this Lease can only be terminated after serving upon LESSOR a notice of 3 (three) months, or payment of applicable rent in lieu of notice or a combination thereof.
5.2 LESSOR shall be entitled to charge double the prevailing rent from the LESSEE and withdraw all facilities provided to the LESSEE in case the LESSEE overstays in the Leased Premises after termination/expiry of the Lease Deed. This shall be without prejudice to LESSOR’s rights to file a legal suit for the possession of the Leased Premises from the LESSEE and/or take any other legal action in court of law and/or enter upon the Leased Premises.
5.3 Notwithstanding the provisions of Clause 5.1 and save as provided in Clause 2.4 and Clause 5.7, in the event the LESSEE fails to pay the monthly rent in accordance with Clause 2.1. Read with Clause 2.2. above, within 60 (sixty) days of the due date, LESSOR apart from its right to claim interest @ 21% per annum with monthly rents for the period of delay, shall also be entitled to terminate the lease anytime after the expiry of said notice period of thirty days.
Provided further if the lease is terminated in accordance with the preceding sentence, LESSOR shall also be entitled to rent for the balance period of the lock in period or notice period (in accordance with Clause 5.1 above), whichever is later. Provided further if the lease is terminated in accordance with the preceding sentence, LESSOR shall also be entitled to rent for the balance period of the lock in period or notice period (in accordance with Clause 5.1 above), whichever is later.
This is without prejudice to LESSOR’s rights to file a legal suit in the court of law for recovery of outstanding amounts and/or possession of the Leased Premises and/or enter upon the Leased Premises and/or adjust the amounts payable by the LESSEE, as above, against any amounts of the LESSEE lying with LESSOR. This is without prejudice to LESSOR’s rights to file a legal suit in the court of law for recovery of outstanding amounts and/or possession of the Leased Premises and/or enter upon the Leased Premises and/or adjust the amounts payable by the LESSEE, as above, against any amounts of the LESSEE lying with LESSOR.
5.4 That if during the term hereof, LESSOR shall sell, transfer gift or part with the Leased Premises or any part thereof, or its rights therein, the LESSEE shall attorn this lease in favour of such buyer / transferee / donee on the same terms and conditions hereof. In such event, LESSOR shall obtain confirmation of such attornment from the said buyer/ transferee / donee. LESSOR further undertakes and agrees to simultaneously transfer the Security Deposit to the new buyer / transferee /donee and to provide the LESSEE written confirmation to this effect duly signed by LESSOR and the new buyer / transferee / donee.
5.5 If due to flood, fire, earthquake, tempest or any other acts of God or any act of war/civil commotion or for any reason beyond the reasonable control of human beings, the Leased Premises or any part thereof cannot be used and/or occupied by the LESSEE or if the Leased Premises or any part thereof is sealed or is rendered unfit for use and occupation by any statutory authority and/or municipality, the LESSEE shall not be liable to pay any rent to LESSOR for such period.
5.6 Notwithstanding anything contained in this Lease Deed, if the Leased Premises remain in such a condition, as stated in Clause 5.6 above, for more than 30 (thirty) days, notwithstanding the provisions of Clause 5.1 of this Lease Deed, any time after the expiry of said 30 (thirty) days, the LESSEE shall be entitled to terminate this Lease Deed, upon giving 30 (thirty) days written notice to this effect to LESSOR. In such event LESSOR shall be liable to refund entire amount of the unexpired/unadjusted advance rent and the amount of security deposit to the LESSEE without any delay or demur.
5.7 The LESSEE undertakes to sign a separate maintenance agreement and to be bound by the terms and conditions of the said Maintenance Agreement, which shall always be co-existent and run co-terminus with this Lease Deed. The LESSEE shall make payment of all charges as are stipulated therein and shall be bound by a continuing obligation to make payment of such maintenance charges. It is being expressly agreed by the LESSEE that notwithstanding anything to the contrary contained herein, if the said Maintenance Agreement is terminated then this Agreement shall also stand terminated and that so long as rent is payable by the LESSEE under this Lease Deed, the LESSEE shall pay Maintenance Charges to the agency.
5.8 Any notice, request or instruction permitted or required to be given here under by any party to the other shall be in writing and shall be deemed sufficiently given if delivered personally, sent by registered or certified mail, postage prepaid, at the addresses of the parties mentioned in the title of this Agreement, unless in each case LESSOR and the LESSEE shall have given notice as provided herein of a different address.
6. REGISTRATION 6. REGISTRATION
6.1 This Lease Deed shall be executed on appropriate value stamp papers and the same shall be registered with the office of Registrar of competent jurisdiction within a period of thirty days from the date whereof.
6.2 All expenses relating to the stamp duty and registration of the lease deed shall be shared between the LESSEE and LESSOR in the proportion of 60: 40 and it is further agreed that LESSEE shall keep the original registered Lease Deed and copy shall be provided to LESSOR.
IN WITNESS WHEREOF the parties hereto have executed these present at the place and on the day, month and year above written. IN WITNESS WHEREOF the parties hereto have executed these present at the place and on the day, month and year above written.

For LESSOR For LESSOR