

Draft Model rent Agreement

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LEASE AGREEMENT

This Lease Agreement is made and executed at Rewari, India on this ____ day of _____

BETWEEN

District Council for Child Welfare, Rewari through District Child Welfare Officer, Rewari
(hereinafter referred to as **First Party**) **AND**

Shri/Smt/_____ (hereinafter referred to as the **Second Party**
which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean
and include its successors and assigns).

The First Party and Second Party are jointly referred to as “**Parties**” and individually as “**Party**”.

Description of the Shop/Area given on rent:-

Location:

Shop No. (Ground/First floor)

Size:

**NOW THEREFORE THIS LEASE DEED WITNESSETH AND IT IS HEREBY AGREED BY AND
BETWEEN THE PARTIES AS FOLLOWS:**

The recitals hereinabove contained shall constitute an integral part of this Deed.

1. That the first party hereby agrees to rent out the above mentioned shop to the second party for a period of 15 years including lock-in-period as mentioned in Clause (3) commence from commencement date as specified under clause (5).
2. That after completion of the initial tenancy lease period of 3 (Three) years, the present agreement can be further extended, with mutual consent of both the Parties, for another 4 (Four) terms of 3 (Three) years each with 15% increase in monthly rent with every extension i.e. 15% increase in rent after every three years. The decision to extend the present lease solely lies with the first party. However, on each extension, a simple extension letter signed by both the parties to the agreement shall be deemed to be an extension to the agreement between parties on the same or revised terms and conditions, as contained herein to that effect.
3. That there will be an initial lock-in-period of 36 (Thirty Six) months of the Term (hereinafter referred to as the "Lock-in-Period"). This agreement shall stand expired/terminated at the end/expiry of the Term as mentioned hereinabove unless renewed by the first party, at its sole discretion for another 4 (four) terms of 3 (three) years on same terms and conditions.
4. That the present agreement cannot be terminated by the second party for any reason before expiry of initial 36 (Thirty six) months w.e.f. the commencement date and such period shall be treated as Lock-in-period. In case, the second party vacates the said premises/terminates the agreement after the Lock-in-period, in that event, second party shall be liable to give three month's advance notice in writing.
5. That the second party has taken over the possession of the shop w.e.f. _____ and accordingly the payment of rent shall commence from_____.
6. That the second party shall pay to the first party monthly rent as may be fixed by first party (in addition to GST, property tax etc.) on or before 10th day of every month through bank transfer/demand draft/cheque drawn in favour of District Council for Child Welfare, Rewari payable at Rewari.

The second party shall pay the rent as follows:-

| Sr.No. | Period | Monthly rent |
|--------|-------------|-----------------|
| 1. | First Term | Rs.____Plus GST |
| 2. | Second Term | Rs.____Plus GST |
| 3. | Third Term | Rs.____Plus GST |
| 4. | Fourth Term | Rs.____Plus GST |
| 5. | Fifth Term | Rs.____Plus GST |

7. In case the second party fails to make the payment of rent within the stipulated time period, a penalty of Rs.50/-per day will be charged by first party on account of delay in payment of rent. In case, the default continues for a period of more than 15 days, then the first party reserves the right to terminate the Lease Agreement and then ask the second party to vacate the premises and the second party will vacate the said premises as and when demanded by the first party.
8. That it has been agreed between the parties that the second party will issue 36 (thirty six) postdated cheques which is equivalent to initial tenancy term of three years of the agreement, in favour of first party.
9. That it has been agreed between the parties that in case any of the cheque issued by the second party is bounced, the second party will pay the amount immediately on next day without fail vide RTGS, in case of default a penalty of Rs.500/-(Rupees five hundred) per cheque shall be charged by the first party.
10. That the second party has deposited with the first party, Rs._____for the shop described above as interest free refundable security deposit and the first party acknowledges the receipt of the same.
11. That the first party shall refund the security deposit to the second party without any interest, simultaneously with the handing back of the vacant possession of the said premises by the second party, subject to the deductions towards unpaid rent and other cost of any damages and subject to necessary adjustments, as permitted herein, on the termination date or on the expiry of this agreement whichever is earlier.
12. That this agreement shall be duly stamped and registered with the Registrar/Sub registrar concerned. The stamp duty and registration charges payable on this agreement shall be borne by the second party. The original agreement shall be retained by the first party and copy thereof shall be provided to the second party.
13. That the second party shall be responsible for taking all safety precautions including but not limited to, precautions against fire, theft or any other form of public disorder in relation to the said premises. The second party further agrees not to misuse or carry out any illegal and/or prohibited and/or unauthorized and/or immoral business or activities in the said premises. It shall not store in the said premises, any hazardous, explosive, combustible, inflammable items or materials prohibited by law which may cause damage to or endanger the safety of the said property.

14. That the second party shall use the said premises as per said building norms and not to cause any nuisance in the said building in any manner.
15. That upon advance intimation and without disturbance to the working of second party, the second party shall permit the first party or its authorized representatives to enter into or upon the said premises and to inspect the said premises, during working hours after giving reasonable notice for the purpose of examining the state & condition.
16. That the second party will yield and deliver vacant possession of the said premises to the first party on the legal and valid expiry or termination of this agreement (or any renewal thereof) in neat and tidy condition, normal wear and tear accepted.
17. That both the parties hereby agreed that the management of the said premises will only be of the second party or its authorized person and the second party shall be solely responsible for any mis-happening or accident which may occur on account of mis-management, lack of due diligence and on account of any other reasons.
18. That the second party shall comply with all the terms and conditions of this agreement promptly and properly without committing any default and in case of any default at the part of 2nd party, the first party shall have every right to get the shop vacated on 30 (thirty) days advance notice in writing.
19. That subject to Municipal laws, byelaws, the second party may place signage as per the building signage norms. However, the municipal/other statutory taxes, license fees etc. relating to the signages shall be borne by the second party only.
20. That the second party is not allowed to make any structural changes in the premises without prior written permission of the first party.
21. That the second party is authorized by the first party to take electricity connection in the name of second party in the demised premises. The second party shall pay the electricity bill regularly to the electricity office during the entire period of lease and hand over the original paid bills and receipts to the first party.
22. That the second party shall be responsible and bear the charges and costs of utilities such as water, telephone, telecommunications, internet, Wi-fi etc. installed by the second party without any liability of the first party.
23. That the second party shall not have any right to sublet the said premises to any person, body corporate or any other legal entity to run and operate any commercial activity from the said

premises. The second party shall not enter into any agreement with any third party and shall not part with the possession of the said premises either fully or in part. In case of any default on the part of 2nd party, the first party shall have every right to get the shop vacated on 30 (30) days advance notice, in writing.

24. That the parties recognize and agree that nothing contained in this agreement shall be construed to constitute a transfer of title of property in the said premises in favour of the second party. The second party shall not, at any time during the term, assert any ownership rights over the land on which the said premises is situated, first party shall have absolute right, title and interest therein and shall always continue to have the legal and juridical possession thereof exclusively and shall always have unobstructed access to the said premises (with prior notice) and the second party is only allowed to use the said premises during the subsistence of this agreement for operating from the said premises under this agreement. Anything contained herein shall not be deemed to mean or include and shall not be construed to create any right, title and interest in favour of the second party in respect of the said premises or any part of it and second party hereby specifically covenant with first party that it only has permissive right to operate from the said premises as provided herein and that it shall, at any time and under any circumstances not claim any right, title or interest whatsoever or possession in respect of the said premises beyond tenancy rights granted vide this agreement and this is made the essence of this rent agreement.
25. That wherever judicial intervention is possible, the **Parties** herein agree that the Courts in Rewari shall have jurisdiction to the exclusion of all other Courts.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day, month and year first above written

2nd Party

1st Party

WITNESS:

1.

2.