

## Model Deed of Lease

### *Date of the Deed and Parties*

This deed of lease made and executed on this.....day of ....2008, by and between; Mr. Ram or M/s Ram and Company, Proprietor Mr Ram, aged, ..s/o....r/o, hereinafter referred to as the 'Lessor' of the **one part**;

And

M/s Ravi or M/s Ravi and Company, Proprietor Mr Ravi, aged, s/o....r/o, hereinafter referred to as the 'Lessee' of **the other part**.

### *Description of the Property*

Whereas the Lessor is the owner and possessor of House in Plot No.....of Kakatiya Colony, Road No....Krishna Nagar, at Hyderabad (PIN)

Witnesses that in consideration of the rent reserved and the lessee's covenants to be observed and performed by him as hereinafter contained, the 'Lessor' do hereby grant and transfer by way of lease to the lessee,

Schedule: House No.....in Plot No.....of Kakatiya Colony, Road No... Krishna Nagar at Hyderabad (detailed address) and more clearly indicated in the plan annexed herewith.

North:

South:

East

West:

### *Terms and Conditions*

#### *Monthly Rent*

1. That the lessee shall pay Rs.....(Rupees (in words) per month towards monthly rent on or before fifth day of every month in advance and such payment shall be made at the demised premises (which means rented house, or parties may agree to pay and receive at any other place)
2. That the lessee shall increase the rent by .....(in words) percent every year over the rent of previous year. (For clarity the figures for the number of years agreed as the term of lease may be mentioned below)

#### *Security Deposit*

3. That the lessee has deposited Rs.... (Rupees in words...) through pay order No ....dated...issued by ....Bank...Branch,....with the lessor towards security deposit for two, (or any figure agreed upon) months rent at free of interest. The amount towards rents etc., are not adjustable in the security deposit. It is further agreed that the lessee shall deposit further amounts towards security deposit in proportion to the enhanced rents every year and shall maintain two months rent as security deposit.

#### *Maintenance and Taxes*

4. That the electricity and water charges and other maintenance charges shall be borne by the lessee during the period and the lessor shall pay the taxes such as Municipal and other property taxes. (These terms can be varied and further explained as negotiated between parties)

*Duties of Lessee*

5. At all times during the term of lease the lessee shall keep and maintain the premises clean, tidy and in good conditions.
6. That the lessee shall replace all broken fittings and fixtures by good substitutes of no less than equal value and not to make any structural additions or alterations to the demised premises without the consent of the lessor first had and obtained in writing.
7. That the lessee shall permit the lessor, his servants, and agents at all reasonable hours to enter into the property to inspect the conditions or to leave notice of all defects to be repaired.

*Duties of Lessor*

8. That it is hereby agreed that the lessor shall attend to the annual repairs and maintenance of the scheduled premises if required to the extent of the amount not exceeding .....per cent of the annual rent of the premises.
9. That the lessor hereby declares that the scheduled property is free from all kinds of encumbrances.

*Cost of the deed*

10. That the lease deed shall be prepared at the expenses of the lessee including stamp fee and shall be executed by both the parties duly registered in accordance with law.

*Right to receipt*

11. That the lessee shall obtain receipts from the lessor for the payments made towards the rents.
12. That the lessee is liable to meet all the expenditure for maintaining the normal condition of the premises.

*Effect of breach*

13. If the lessee commits any breach/default of any of the terms/conditions of this lease deed, the lessee shall be liable for a summary eviction.

*Right to passage*

14. The lessor shall provide passage to the lessee for peaceful enjoyment of the lease hold premises and to go to the premises regularly.

*Duty to deliver vacant possession*

15. That the lessee shall deliver possession of the said premises leased and shall be entitled to retain possession for the period of the lease (mention the term agreed upon) without any disturbance by or on behalf of the lessor or his successors in interest and lessor shall give the option of first refusal to the lessee in case the later intimates to the lessor as described to retain the possession of the premises as a lease on the terms and conditions afore mentioned, unless otherwise as mutually altered for a further period as per the willingness of the lessor herein.

*Termination with notice*

16. That either party can terminate the lease with three months notice to the other party.

*Ending or extending term*

17. That the end of the eight years (term of lease) the lessee shall give up quiet and peaceful vacant possession of the entire property leased out in as good conditions as lessee had received it. In case no fresh lease is signed on the expiry of the lease the occupation of the said premises by lessee, thereafter shall be deemed to be unauthorized and the lessee shall be liable to damages for use and occupation at the rate of Rs .....(in words...) per day for each day of the lessee's such occupation.

18. That the lessor hereby undertakes to refund the interest free security deposit to the lessee within two months from the date of eviction/vacating the premises.

*Interpretation of Expressions*

19. Provided always and it is hereby understood that the expression "Lessor" and "Lessee" wherever they occur shall mean and include their respective heirs, executors, administrators, assignees, legal representatives etc., and the value of the leased property is Rs ..... Only.

*Execution and Witnesses*

In Witness whereof the parties here to have signed this lease deed on this ....day of.....2007.

Sd/-  
Lessor

Sd/-  
Lessee\

Signatures of two or three witnesses:

- 1.
- 2.
- 3.

**Schedule**

The House No....in plot No.... in Kakaitya Colony, Hyderabad admeasuring .....Sft, and more clearly indicated in the plan annexed herewith, and bounded on

North: (Explain the property with clear address)

South:           "               "               "

East:            "               "               "

West:           "               "               "

(Attach plan map of the House being leased)