

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (hereinafter referred as ‘**Agreement**’) was made at [.] on this [.] day of [.], 20[.] (‘Effective Date’).

BY AND BETWEEN

Mr. [], son of Mr. [], aged [] residing at [], (herein after referred to as the “**LESSOR**”), which terms or expression shall unless repugnant to the subject or context mean and include his legal heirs, executors, successors, administrators, legal representatives and assigns of the FIRST PART;

AND

Mr. [], son of Mr. [], aged [] residing at [], (hereinafter referred to as the “**LESSEE**”), which terms or expression shall unless repugnant to the subject or context mean and include his legal heirs, executors, successors, administrators, legal representatives and assigns of the SECOND PART.

WHEREAS, the Lessor, is the owner of the premises bearing no. [], having total area measuring about [] sq. metres, situated at [], hereinafter referred to as the “**Demised Premises**”.

AND WHEREAS, the Lessor has agreed with the Lessee to grant to the Lessee under the terms of this Deed the Demised Premises with all fittings, fixtures and furniture installed therein and as fully described in Annexure-I detailed hereunder annexed and forming part of this Deed. The lessee has agreed to take on lease the same, subject to the covenants, conditions and stipulations, hereinafter in these presents expressed and contained.

NOW IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Term of Lease shall be for a fixed period of 11 Months which shall commence from the effective date.
 - a. The Lease for the demised premises measuring is fixed as Rs. [.] ([.] only) per month.

- b.** The security deposit for the demised premises is fixed as Rs. [.] (Rupees [.] only) which is repayable at the termination of this agreement, without interest.
 - c.** The Lease amount shall be calculated from the [.] of every month to [.] of the subsequent month.
- 2.** This Lease agreement shall be according to English calendar month, and the Tenant shall pay the above said Lease amount for every month in advance on or before the [.] of every month through CASH/CHEQUE/ECS/BANK TRANSFER to the Owner.

3. DECLARATIONS

The Lessor hereby declares that he is the absolute owner of the Leased premises being let out to the Lessee and is lawfully entitled to execute this Agreement. And the Lessee hereby declares that the premises in question shall only be used for the purposes of business of the company and agrees that any other use of the property not authorized in advance in writing by the Lessor shall entitle the Lessor to unilaterally terminate this Agreement.

4. LATE CHARGES AND FAILED CHEQUES

If Lease amount is paid after the fifth day of the month, then the Lease amount will be paid along with late charges of [.] per each month. If any cheque given by Lessee remains unclear due to any reason, then the Lessee will pay return cheque charges of Rs. [.]/- to the Lessor.

5. SECURITY DEPOSITS

Upon the execution of this Agreement, the Lessee shall pay the Lessor a security deposit of Rs. [.]/- (Rupees [.] only) to be held as security for the payment of Lease amount and the due compliance by the Lessee of all of its obligations in this Agreement. The total of the security deposits with observance to the terms and conditions of this agreement shall be refunded to the Lessee within 10 days after the premises have been completely vacated.

Lessor may deduct any amount necessary from the security deposit, and ask for further payment from the Lessee of any amount necessary if such amount exceeds the value of the security deposit, to cover the Lessee's default in any/some/all of the following:

- a. any unpaid Lease amount,
- b. cleaning costs,
- c. key replacement costs,

- d. cost for repair of damages to premises and/or common areas exclusive of expected ordinary wear and tear, and
- e. any other amount legally allowable under the terms of this agreement.

A written accounting of said charges shall be presented to Lessee within 10 days of move-out. If the costs are over and above the deposits the Lessee shall immediately pay said additional costs for damages to the Lessor.

6. POSSESSION OF THE PREMISES

If Lessor is unable to deliver possession of the premises for any reason not within Lessor's control the Lessor will not be held liable for the same. The agreement is not void or voidable. The Lessee do not have to pay any Lease amount until actual possession of the premises.

If Lessor is unable to deliver possession within 5 days after the agreed commencement date, the Lessee may terminate this Agreement by giving written notice to Lessor. The Lessor must refund all money and security deposits paid. The failure of Lessee to take possession of the premises on the said date shall not relieve them of their obligation to pay Lease amount on the agreed date.

7. INSPECTION OF THE PREMISES

Before the delivery of residency by the Lessee, the Lessor and the Lessee shall inspect the premises and shall record any existing damages to the premises on a check list. (Annexure – I). Both parties shall receive copies of the Document which should be duly signed by both the parties.

At the termination of the agreement and before possession is restored to the Lessor, the Lessor shall inform the Lessee of his right to be present at the final inspection. The Lessor shall notify the Lessor of the time and date of the inspection, which must be within seventy-two hours of the termination of occupancy.

8. DUTIES AND OBLIGATIONS

- a. The Lessee hereby undertakes to not to sublet, assign or transfer the said Leased premises whole or any part thereof to any other person or concern in any manner whatsoever, without obtaining written consent from the landlord.

- b.** The accommodation under the lease shall be used as the registered office of the Company.
- c.** The Lessee shall not make any material addition or alteration to the accommodation under the lease as let out without the previous consent of the owner in writing.
- d.** The Lessee shall not to do or cause to be done anything in or upon the demised Premises which is or may grow to be a source or nuisance or annoyance to the Lessor.
- e.** The Lessee agrees to indemnify and hold harmless the Lessor for all its business activities including but not limited to statutory dues, municipal taxes and other charges.
- f.** The lessee shall not bring or cause to be brought into or store at the Demised Premises or any part thereof any hazardous goods articles of combustible or inflammable mature, except in small quantities for normal uses as permitted by law nor carry out any activity which is illegal in nature and not permissible by law.
- g.** The Lessee shall keep the premises let out to them in good condition and shall carry out all minor repairs at his own cost and expenses.
- h.** The Lessee however, shall have the right to locate such fixtures and or fittings and wooden temporary partition or structure as shall be required to execute partitions, chambers, office rooms, etc. However, the Lessee agrees to vacate the property in the same condition he received it in, carrying out repair work to cover up any alterations, permissible under this clause, made by him during the period of the lease.
- i.** The Lessee further acknowledges that he received the premises in question in excellent condition with freshly painted walls.
- j.** The Lessor shall have the right to enter and inspect the premises as per their convenience during reasonable hours of business and the Lessee agrees to create no impediments for the same.
- k.** The lessee here by agreed to pay the service tax if applicable.

9. MISCELLANEOUS

Notwithstanding any other provision of this agreement, the Lessor shall have the right to terminate this agreement at any point of time during the period of the lease.

- a.** The provisions of this Agreement shall be governed by the Laws in force in the Union of India, and any dispute arising from this Agreement shall be subject to the laws of [.]

- b.** The Courts in [...] shall have sole jurisdiction to entertain disputes arising from / out of / as a result of this Agreement.
- c.** The Parties hereto agree that this Agreement shall be Registered in [...].
- d.** The Lessee will pay property taxes in respect of the demised premises due to the government and corporation.

10. TERMINATION

The agreement may be terminated by either party by issuing a notice thirty days prior to the agreed expiry of the Lease period. Where laws require "just cause", such just cause shall be so stated on said notice. The Premises will be deemed vacated only after all areas including storage are vacated by the Lessee and the property provided by the Lessor for the Lessee and the keys returned to the Lessor. If the Lessee does not vacate within 4 weeks the Lessee is liable to pay the Lessor additionally to cover the damages caused due to the owner's loss of prospective tenants.

11. EXTENSION OF LEASE

At the end of the period as stated in the agreement, the lease will automatically covert to month to month. In the event of termination, a written notice must be served by the Lessee or the Lessor to the other at least thirty days prior to the end of the agreement. If the Lessee decides to continue, he will pay the monthly rental or decided otherwise and fulfil all other obligations in the agreement.

12. CHANGE OF TERMS

The terms and conditions of this agreement are subject to future change by the Lessor after the expiry of the Lease Period after issuing a thirty-day notice stating such change delivered to the Lessee. All changes made will be as per the governing law in existence at the time of the Notice.

14. SEVERABILITY

Each paragraph of this lease agreement shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise expressly indicated or indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this lease agreement.

15. ENTIRE AGREEMENT

This document constitutes the entire Agreement between the Lessee and Lessor. This Agreement cannot be modified except in writing and must be signed by all parties. Neither Lessor nor Lessee have made any promises or representations, other than those set forth in this Agreement and those implied by law. The failure of Lessee or their guests or invitees to comply with any term of this Agreement is grounds for termination of the agreement with appropriate notice to Lessee and procedures as required by law.

IN WITNESSETH WHEREOF the parties hereto have herein unto set and subscribed their respective hands on the day and year mentioned hereinabove.

Signed, Sealed and Delivered by:

LESSOR

Name:

LESSEE

Name:

In the presence of Witnesses:

1) _____

2) _____

ANNEXURE- I

Particulars	Yes	No	Remarks

FURNITURE INVENTORY (If the furniture is provided by Lessor)

Item	Nos.	Item	Nos.