

Lease Deed

THIS **LEASE DEED** ("**the Deed**") is made and executed at on this day of 20....

BY AND BETWEEN

Mr., (hereinafter referred to as the "**Lessor**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, nominees and assigns) of the **LESSOR FIRST PART**;

AND

..... (hereinafter referred to as the "**Lessee**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-interest, nominees and assigns) of the **LESSEE SECOND PART**.

(Both the Lessor and the Lessee are hereinafter individually referred to as '**Party**' and collectively as '**Parties**').

A) WHEREAS the above mentioned Lessor is the absolute owner of the property situated at duly registered with the Sub-Registrar, vide file no.

B)AND WHEREAS the Property consists of the said Land at Khasra No.

C) AND WHEREAS, Lessor is owner and in possessing of the said Land.

D) AND WHEREAS the Lessee had approached Lessor to take on lease for the purpose services of Public and Society and the Lessor has agreed to give on lease the land of approx.sq. mtrs.

(hereinafter called the "**said Area**") on as is where is basis for a period of 9 (Nine) years commencing from the Lease Commencement Date i.e. as per terms and conditions stipulated in this Deed.

E) AND WHEREAS the Lessor has represented and confirmed to the Lessee that the Lessor is competent and legally entitled to enter into this Deed with the Lessee;

F)AND WHEREAS relying upon the representations and assurances made herein by the Lessor, the Lessee is entering into this Deed for taking on lease the said Area on the terms, conditions and stipulations set out hereinafter;

G) AND WHEREAS the Parties have agreed to enter into this Deed on the terms and conditions contained herein below.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND THE MUTUAL COVENANTS, AGREEMENT HEREINAFTER SET FORTH, THE PARTIES INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

1. LEASE COMMENCEMENT DATE

The Parties hereby agree that the lease between the parties shall commence with effect from ----- (hereinafter referred to as the “**Lease Commencement Date**”).

2. LEASE TENURE

The initial term of the Lease shall be for a period of 9 (Nine) years (108 months) from the lease commencement date. Lessor shall grow the tree on the “ Said Land” the owner/Lessor of the Said Land shall be owner of tree. The lessee can take fruits/leaf etc from the tree. The cost of growing tree shall be born by Lessee.

3. TERMINATION BY THE LESSOR

- (a) The Lessor shall have the right to terminate the Lease after serving 60 (Sixty) days' advance notice to the Lessee in any of the following circumstances:-
1. Its lessee or trustee, Members or employee of Lessee use it for personal purpose other than public purpose wherever charitable/spiritual object not involve use the land for any propose which are not secular in nature and used for promotion of any particular community.
 2. If lessee sub lessee this land to another person or organization.
 3. If the lessee cary any business activity from the “Said property”.

4. MORTGAGE/SALE/LIEN/CHARGE

The Lessee shall not object to the Lessor at any time during the Lease Term and any extended period thereof to create mortgage, sale, lien, charge and/or transfer rights in the said Premises as a whole or in any part or parts thereof to any one person or more than one person or agency etc., In case of sale/mortgage etc by lessor of the Said Property. The lease deed shall automatically expire after 60 days notice by lessor.

5. That the Lessee shall not sublet, underlet, assign, mortgage, transfer, grant leave and licence or part with or share possession in any manner of the whole or any part of the said Area to any third person and if, the lessee does so, the lessor shall have the right as per deed and shall also have right to claim damages and compensation arises there from the Lessee as per law and lessor shall also have right to cancel the Deed.
6. The Lessee shall not bond the said area or any kind of goods or material stored or kept hereunder which have effect of blocking the said area to any third party including any Government or statutory or any other authority Such third party also shall not have any right for his interest of any kind which have

impact of blocking the said area/premises from being vacated under the terms and conditions of this deed.

7. The Lessee shall use the said area for its following purpose.
8. That during the tenure of lease, the Lessee shall get done all repairs of the said area used by him to at their expenses. Lessee shall take permission of Lessor for construction of any building on lease land. The Building may be removed by lessee if lease deed is terminated or not renewed, however if lessee do not of remove the building or any material on the land during the notice period it shall be removed by the owner of the "Said property".
9. The Lessee shall allow Lessor to inspect the said area, agreed to be leased herein, after giving reasonable written notice (say 24 hours) as mentioned above in this regard. A similar right of inspection shall be available to the office bearers/technical staff of the Lessor and local authorities.
10. That the Lessee shall maintain peaceful and healthy environment in and around the premises.
11. The Lessee shall not use the said area or permit the same to be used for any purpose other than the purpose allowed by the Government or any statutory authority, nor shall it be used for any other purpose which may or is likely to cause nuisance or annoyance to the occupiers of other premises or for any immoral purpose.
12. If the Lessor suffers any loss due to default of Lessee for violation of any statutory requirement such as compliance provisions of any Govt. Authority, he shall compensate the Lessor for the same.
13. That upon any breach of any of the terms and conditions of this lease agreement on the part of the lessee, the lessee shall be himself liable for eviction of the said premises at any time after serving Two months notice to the second party.
14. All the trustee, Members of the Lessee/organisation shall be jointly/severally liable for any liability which may arise under the terms and conditions of this lease.
15. This Deed sets forth the entire agreement between the Lessor and the Lessee with respect to the subject matter hereof. All Deeds, covenants, representations or warranties, express or implied of the Parties with regard to this subject matter are contained in the Deed and in the documents referred to in or implementing its provisions. No other deed, covenants, representations or warranties, express or implied, oral or written, have been made outside of this Deed. All prior and contemporaneous conversations, negotiations, possibilities, MOU, agreements and representations, covenants and warranties with respect to the subject matter are waived, merged and superseded by this Deed.
16. **HOUSE TAX, AND OTHER TAXES:** That all assessments, Government/Local Body/Authorities Levies, any Taxes on Property, Charges, Rates, Cesses, Fees, etc. and all increases/fresh impositions thereof as applicable and attributable to the said Plot/ said Building/ said Premises, as

and when the same become due and payable, in respect of the said Premises shall be paid and borne exclusively by the lessee the tenure of clause.

17.NOTICES :Notices or letters mentioned under this deed would be sent by registered AD / Courier at the addresses mentioned below;

In case of Lessor:

In case of Lessee:

Presently, Mr. -----
Partner of
Address :.....
.....
.....

Apart from the above mentioned address, Lessor may also serve notice or make any correspondence to the Lessee at the said premises or the said area.

That if any provision of this Deed is determined as void or unenforceable under any applicable law such provision shall be deemed to be amended or deleted to the extent necessary to conform to such applicable law and the remaining provisions of this Deed shall remain valid and enforceable.

The terms of this Deed shall not be altered or added to nor shall anything be omitted from this Deed except by means of an instrument in writing duly signed by the Parties hereto.

DISPUTES AND ARBITRATION:

In the event of any dispute or difference arising between the Parties with regard to performance of respective conditions and obligations under this Deed or regarding interpretation of the terms of this Deed, the same shall be resolved through mutual discussions. If no agreement arrived at within 30 days, then, the Parties agree to resolve the disputes through arbitration Chairmen of Anekant Trust shall be sole arbitrator.

GOVERNING LAW:

This Deed shall be governed by and interpreted in accordance with the laws of India.

That this agreement shall remain in force for Nine years and after Nine years period, rent agreement will automatically expire without any communication if not renewed.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective hands on the place, date, month and year herein written.

LESSOR

LESSEE

WITNESSES:

1.

2.