

DEED OF LEASE

THIS INDENTURE made at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between THE LIFE INSURANCE CORPORATION OF INDIA, a Corporation established under section 3 of the Life Insurance Corporation Act 1956 ( Act 31 of 1956) having its Central Office at 'Yogakshema' Jeevan Bima Marg, Mumbai 400 021 and Zonal Office at \_\_\_\_\_

\_\_\_\_\_ or Divisional Office at \_\_\_\_\_

\_\_\_\_\_ (as the case may be).

hereafter called "THE LESSOR" (which expression shall include its successors and assign wherever the context or meaning shall so require or permit) on one Part and on the other part Shri/Smt \_\_\_\_\_ son/daughter of \_\_\_\_\_

\_\_\_\_\_ aged \_\_\_\_\_ having his/her permanent address at \_\_\_\_\_ and presently staying/residing-

\_\_\_\_\_ and doing (details of the business/employment) \_\_\_\_\_

\_\_\_\_\_ hereinafter called the LESSEE (which expression shall include its successors and permitted assigns wherever the context or meaning shall so require or permit)

WHEREAS the Lessor is the absolute owner in possession and use of the premises bearing No \_\_\_\_\_ hereinafter referred to as the 'Said Premises' and more particularly described in the Schedule hereunder written.

AND WHEREAS the Lessee is in need of the suitable premises for his business /residential purpose and approached the Lessor for taking on lease the said premises for a period of ..... years.

AND WHEREAS after negotiations between the parties hereto the Lessor agreed to give and the Lessee agreed to take on lease the said premises on the terms and the conditions stated hereinafter.

### WITNESSETH

- I. That in consideration of the rent hereby reserved and the covenants given by the Lessee and conditions herein contained and on the part of the Lessee to be observed and performed the Lessor doth hereby Demise unto the Lessee ALL THAT the portion admeasuring .....sq. ft. thereabouts of the..... floor of the building / known as..... particularly described in the Schedule hereunder written TOGETHER with all the fixtures and fittings attached thereto (hereinafter called "the said premises") together with liberty to use in a reasonable manner in common with other tenants of the said building the stairs, passages, lifts, corridors, wherever appurtenant to the premises which are for the common use of the tenants as may be necessary for the full and proper enjoyment of the premises demised, TO HAVE AND HOLD the said premises FOR THE PURPOSE OF business/residential for a period of \_\_\_years commencing from \_\_\_\_ to \_\_\_\_.
- II THE LESSEE DOTH HEREBY COVENANT WITH THE LESSOR AS FOLLOWS

1.The Lessee has paid an amount of Rs ...../- (Rupees ..... only)at inception of this lease as interest free deposit to the Lessor which shall be adjusted towards rent or damages, if any, or refund while handing over the vacant possession of the demised premises on expiry of lease.

2 The Lessee agrees to pay Rent of Rs ...../- (Rupees..... only) every month. In addition to monthly rent, in respect of the said premises, the Lessee also agrees to pay all Municipal Taxes, Service Tax, Maintenance charges (if any), cess and other levy, including penalties, if any, thereon and any other statutory charges/fees etc imposed or revised from time to time by the Central Government, State Government or other local or civic authorities (herein after called 'Rent'). The Rent for the month is payable on 1<sup>st</sup> of the month. The Rent shall be paid within a period of ten days i.e. before 10<sup>th</sup> of the month. If the Rent is not paid on 10<sup>th</sup> of the month, an interest @ 12% p.a. shall be charged from the due date till the date of payment of the Rent. The Lessee further agrees that if Rent is not paid for three months together or not agreeable for the revision of the Rent owing to increase in the Municipal taxes, Water charges or any other statutory charges etc. the lease shall be terminated besides that appropriate action as per the PUBLIC PREMISES (Eviction of Unauthorised Occupants) Act, 1971 shall be initiated.

The lessee agrees to pay the interest @12% p.a. on the delayed payment of rent/arrears of rent, if the same is not paid at the revised rate after the period of 3/5 years as stipulated in the lease deed, from the date of such revision till the date of actual payment of rent/arrears of rent.

3. The Lessee agrees to pay all the charges upto date viz. Electricity, Water Charges or any other charges imposed by any statutory authority from time to time.
4. The Lessee agrees to pay to the Lessor any existing and future Government, Municipal and other rates charges and assessment etc paid by the Lessor in respect of said premises and in case of default agrees to adjust it from the interest free deposit available with the Lessor.
5. The Lessee hereby agrees and undertakes not to make any alterations, fix any permanent fittings or fixtures without prior permission from the lessor in writing. Any improvement or alterations fitting, fixtures etc. in the said premises at Lessee's own behest and own cost. The Lessee shall not claim cost, concession for having spent such an amount in demised premises while negotiating the rent cost or shall not claim for time concession/extension and shall not come in the way while vacating the premises.

Any alteration by the Lessee, without proper prior permission from the Lessor, causing damages to the property, causing inconvenience to the co-tenant shall attract compensation & damages from the lessee and also liable for eviction under the PUBLIC PREMISES (Eviction of Unauthorised Occupants) Act, 1971.

6. The Lessee shall be responsible for all risk & responsibility while fixing & removing, alteration etc. Damages, if any, to the premises shall be indemnified by the lessee and the lessee shall at all times to keep the premises neat and tidy and in useable condition without any inconvenience or nuisance to the public, co-tenants and carry out all the statutory provisions at all times.
7. The Lessee agrees to carry out all minor repairs at his own cost with the prior permission from lessor in writing.
8. The Lessee agrees that Lessor and his officials etc. shall have the right to inspect the demised premises at any point of time.
9. The Lessee agrees that the said premises shall be used for its own business for which it was leased. The Lessee further agrees that he shall not assign, sublet, re-let, transfer, encroach or allow encroachment or part with the possession of the said premises. In the event of default or noncompliance of this clause, the lease shall stand automatically terminated and appropriate action as per the PUBLIC PREMISES (Eviction of Unauthorised Occupants) Act, 1971 shall be initiated.
10. The Lessee agrees that the present lease shall neither be transferred nor extended to his legal heirs.

11. The Lessee agrees that in the event of any change in the constitution of the Lessee of any nature whatsoever whether by amalgamation, merger or by any other similar arrangement/mode, whether approved/sanctioned by court of competent jurisdiction or not in the case of Company reconstitution of partnership, change of Sole Proprietor etc. the Lessee shall inform the Lessor forthwith and obtain approval for the purpose of continuation of Lease. The Lessee agrees that Lessor may at its option agree or terminate the lease with three months notice.
12. The lessor and the lessee shall have option to terminate the lease by giving three months notice in writing. Further the Lessee agrees that in case of violation of any of the Terms and Conditions of the Lease, the lessor shall have right to terminate the lease by giving three months notice in writing.

The Lessee agrees to allow the lessor to display a notice, banner etc. in the said premises three months prior to expiry of lease to invite offers to let out the said premises.
13. The Lessee agrees to take permission of Lessor at all times for fixing signboard, hoardings, advertising etc. in the demised premises.
14. The Lessee agrees to abide by the Terms and Conditions of Fire Insurance Policy, if any, taken either by the Lessor or any other co-tenants etc. in the same building or premises.
15. The Lessee agrees to indemnify the Lessor for any loss /damages due to non compliance of any statutory provisions or lease. The Lessee also agrees to adjust the same from the interest free deposit available with the Lessor. In case the said interest free deposit found to be insufficient, the Lessor shall have right to avail the other avenues available under the Law.
16. The Lessee agrees to handover vacant and peaceful possession of the demised premises upon termination of lease by the Lessor.
17. The Lessee agrees to promote the interest of LIC of India at all times and shall never act anything detrimental to the LIC of India, State Government, Central Government or any other statutory authority as all provisions of the PUBLIC PREMISES (Eviction - of Unauthorised Occupants) Act, 1971 are applicable.
18. The sanctioned electric load is ... KW for the space occupied by the lessee. The lessee shall ensure that the electric appliances installed in the leased premises are such that the total power consumed (connected load) by such appliances is within the sanctioned load. The Lessee will be responsible for any damage whatsoever to the lessor's property or to other occupants or third party on account of unauthorized drawing of the

additional power in excess of the sanctioned load to the lessee. In case of additional requirement of electricity load, the lessee should submit a request in writing to the lessor for enhancement of electric load giving full details of the proposed installation(s). On receipt of the request for enhancement of electric load, the lessor will examine the availability of load/ capacity of cable and if found feasible, permit additional load solely at the cost of the lessee."

III THE LESSOR DOTH HEREBY COVENANT WITH THE LESSEE AS FOLLOWS:

- a. The Lessor shall handover demised premises to the Lessee in good condition. The Lessor shall allow the Lessee to peacefully hold and enjoy the said premises upon Lessee fulfilling all the obligations laid down in the lease.
- b. The Lessor shall carry out all the necessary structural/major repairs to the building of the said premises. The Lessor shall have right to vacate the premises in case of any structural repair which warrant vacant possession of the premises.

IV PROVIDED ALWAYS AND IT'S HEREBY AGREED AND DECLARED AS FOLLOWS:

1. In case the said premises or any part thereof shall at any time during the term hereby created be destroyed or damaged by fire, acts of God, riot and civil commotion, enemy action and such like causes not within the control of the Lessee so as to be wholly or partially unfit for the use of the Lessee, then the rent hereby reserved or a proportionate part thereof according to the damage sustained shall cease to be payable from the time of such destruction or damage until the said premises shall be reinstated and the Lessee if called upon to do so by the Lessor shall vacate the whole or any portion thereof for enabling the Lessor to make the necessary repairs or reconstruction.
2. Any notice required to be served upon the Lessee shall be deemed to be served if it is delivered by post or pasted at the said premises.
3. The stamp fee and registration charges etc. in respect of this lease shall be payable as mutually agreed between parties. The lease shall be registered as per respective registration Act.
4. The Lessor and the Lessee at their option may negotiate six months before the expiry of the lease and enter into a fresh lease with specific Terms and Conditions agreeable by the Lessor and the Lessee. The Lessor and the Lessee agree that it is purely optional and not binding on each other.

5. If the lessor informs in writing the lessee its intention to renew the lease deed and if the lessee desires to renew the lease and continues to occupy the premises after the expiry of the Lease Deed then the new Lease Deed must be executed immediately on the expiry of the existing Lease Deed. Subsequently after the renewal of the lease deed, the lessee shall pay to the lessor the revised rent/arrears of rent payable due to differences between the renewed rent and rent prior to the renewal of the rent along with the interest thereon @12% p.a. on the revised rent/arrears of the rent payable from the date of expiry of existing Lease Deed till the date of execution of the new lease deed.

**THE SCHEDULE ABOVE REFERRED TO**

IN WITNESS WHEREOF the parties have executed these presents on the day and year hereinabove written and in the manner hereinafter mentioned.

The official seal of the \_\_\_\_\_ Office of the LIFE INSURANCE CORPORATION OF INDIA was hereunto affixed in the presence of Shri \_\_\_\_\_ Manager \_\_\_\_\_ who hath set his own signature in the presence of.

1.

2.

Signed, sealed and delivered by the \_\_\_\_\_ within named \_\_\_\_\_ in the presence of

1.

2.