

**DRAFT LEASE AGREEMENT (OFFICE PREMISES)**

**THIS DEED OF LEASE** entered into at ..... on the.....day of .....**2021**, BETWEEN.....s/d/o....., aged.....years, residing at.....hereinafter referred to as the **LESSOR** on the one part

AND

M/s. United India Insurance Co. Ltd., a limited liability company incorporated under Companies Act, 1956 having its Registered office at No.24, whites Road, Chennai – 600 014 represented herein by its .....**Manager, Sh.....of UNITED INDIA INSURANCE CO. LTD,**..... **Office,** ..... hereinafter referred to as the **LESSEE** on the other part.

The expressions LESSOR and LESSEE shall wherever the context so require be deemed to include their heirs, executors, legal representatives, successors-in-interest and assigns.

WHEREAS

- a) the LESSOR represents that he is the sole and absolute owner of the property on..... floor in door no. .... and entitled to lease out the same;
- b) the LESSEE required the afore-mentioned property / portion thereof comprising an extent of ..... Sq.ft. Carpet area more fully described in the schedule hereunder and hereinafter referred to as the PREMISES for use as its Office.
- c) the LESSOR has agreed to provide and the LESSEE has agreed to take on lease the PREMISES, subject to terms set out hereunder;

NOW THIS INDENTURE OF LEASE WITNESSETH: -

- 1. The lease shall be for a period of **15** years commencing from..... and ends on ..... and shall be renewed at the option of the Lessee.
- 2. The rent is agreed and fixed at Rs.....p.m. (at the rate of Rs.....per Sq.ft.) for a period of **5** years initially and shall be increased by .....% of the rent being paid thereafter, for 2 terms of **5 years** each, as detailed below:-

w.e.f.....Rs. .. ..... p.m.  
w.e.f.....Rs. .. ..... p.m.  
w.e.f.....Rs. .. ..... p.m.

The rent shall be payable for each month on or before the 10<sup>th</sup> day of every succeeding month. The lessee shall pay in addition to the rent a sum of .... as maintenance charges every month. (if applicable)

- 3. The LESSEE has paid to the LESSOR an advance / deposit of Rs..... which shall be refunded to the LESSEE at the time of surrendering or handing over vacant possession of the PREMISES by the LESSEE.
- 4. Besides rent, LESSEE shall pay Electricity charges and Water charges in respect of leased premises as levied by the Municipal or other statutory authorities.
- 5. Unless otherwise agreed in writing, the LESSEE shall not be liable for any other payment and LESSOR shall bear the Property Tax and all other taxes, levies or outgo in respect of the PREMISES.
- 6. The LESSOR shall provide sufficient parking space for cars, Scooters & other vehicles and also a Cycle stand for LESSEES.

7. This Lease may be terminated by the LESSEE at any time by giving three months' notice in writing to the LESSOR. That the tenure of lease will be for 15 years with initial lock in period of three years commencing from \_\_\_\_\_. As agreed between both the parties that the period of initial first three years beginning the rent commencement date shall be regarded as lock-in-period, during which period parties shall, save as provided in the lease, have no right to terminate the lease except in the event of FORCE MAJURE. Force Majure includes damage/destruction caused to the demised premises or any part of it by fire, earthquake, tempest, flood, lightening, atmospheric disturbances or any act of GOD, Riots, Terrorism, violence of any army or mob or enemies of the country or by any other irresistible force or any order of any authority of the Govt. for closure of demised premises by the result of non-compliance of any provision, rule, order etc. on the part of the lessor or order of any statutory authority.

8. The LESSEE shall deduct Income Tax deduction at source, which shall be on the rent paid by the LESSEE, and necessary Certificate shall be provided at the end of each financial year.

9. It is mutually agreed between the parties that the cost of Stamp papers and expenses of registration of lease deed in respect of this lease and its renewals if any shall be shared equally by the LESSORS and LESSEES.

10. The LESSOR COVENANTS as follows: -

i) On the LESSEE paying the rents and other charges as stipulated herein, it shall be entitled to hold and enjoy the PREMISES on lease without any let or hindrance from the LESSOR or any one claiming through or under him.

ii) Not to do or cause to be done anything within or outside the PREMISES preventing, obstructing or interrupting business of the LESSEE or its use and occupation of the PREMISES including free ingress or egress.

iii) The LESSEE, its employees, customers, visitors or servants shall be entitled to unfettered use of all entrances, passages, common areas, parking areas, staircases, lifts, amenities and conveniences in and outside the PREMISES in common with other occupants as the case may be.

iv) To maintain the PREMISES in good and tenantable condition including provision of uninterrupted electricity, water supply and other amenities and to perform necessary repairs to the PREMISES whenever necessary without delay. Lessor shall arrange painting/white washing of premises every 5 years.

v) The LESSEE shall be entitled to put up fixtures and fittings in or upon the PREMISES including Name Boards or Sign Boards, Partitions, Cabins, Lightings, Fans, Air conditioners, provisions for computers or other interior work of a removable nature including incidental electrical works for the same for the purpose of using the PREMISES.

vi) That at the time of LESSEE surrendering vacant possession of the PREMISES, the LESSOR shall forthwith refund the advance/deposit without any delay or default.

iv) In the event that the LESSOR fails or neglects to

a) Perform necessary maintenance or repairs despite intimation by the LESSEE,

b) Pay any property Tax /other taxes, levies or outgo in respect of the PREMISES which The LESSOR is thereby required to pay, the LESSEE is hereby permitted and authorised to effect necessary repairs and / or maintenance and the costs thereof or any other payments made by it shall be adjusted from the rent payable to the LESSOR.

11. THE LESSEE agrees and undertakes as follows:-

i) To pay the rent, electricity and water charges punctually as and when falling due.

ii) Not to sub-let, assign or part with his leasehold estate or interest in the said PREMISES.

iii) To maintain the PREMISES in a clean, tidy, healthy and good condition as may be practicable, normal wear

and tear excepted.

iv) Not to do or cause any major modifications, additions or alterations in the building of the PREMISES without the permission of the LESSOR.

v) To permit the LESSOR or his/her/their duly authorized agent, representative to enter the PREMISES at all reasonable times without interrupting or disrupting the functioning of LESSEE's office.

vi) To remove all fixtures and fittings put up by it in the PREMISES at the time of vacation of the premises.

**SCHEDULE OF PROPERTY**

All that piece and parcel of the premises of carpet Area..... Sq.ft. on the ..... floor at Door no..... street/locality/road..... (complete address) together right of use of common stair cases, common passages, areas, lifts and other common amenities in the building bounded on the

North by .....

South by .....

East by .....and

West by .....within the Registration.....

**A sketch / plan of premises is attached in case of new premises leased for the first time.**

**LIST OF FIXTURES & FITTINGS**

IN WITNESS WHEREOF the parties hereto have executed this LEASE DEED on the day, month and year first above written.

LESSOR

LESSEE

**WITNESSES: -**

1. Signatures  
Name & Address:

1. Signatures  
Name & Address:

2. Signatures  
Name & Address:

2. Signatures  
Name & Address: