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**LEASE DEED**

\_\_\_\_\_  
\_\_\_\_\_, hereinafter referred to as  
“LESSOR”,

AND WHEREAS, the LESSOR is the builder & developer of ALL THAT piece  
and parcel of land situate with the Registration Division &  
District \_\_\_\_\_

\_\_\_\_\_, and more particularly described in the Schedule  
“A” hereunder written and the same is recorded in the name of the  
\_\_\_\_\_ (hereinafter referred to as  
\_\_\_\_\_) in all Revenue Records;

AND WHEREAS, originally the land was allotted to the \_\_\_\_\_ by State of  
Maharashtra, as \_\_\_\_\_ is a special Planning authority under the  
Maharashtra Regional and Town Planning act 1966, for the  
\_\_\_\_\_ - \_\_\_\_\_ Project, (Hereinafter  
referred to as the \_\_\_\_\_ Project), which includes  
development of \_\_\_\_\_,

AND WHEREAS \_\_\_\_\_ had awarded contract for development to  
“VENDOR”

acting through its Authorized Signatory, . . . . .  
\_\_\_\_\_, aged about years, Occupation  
. . . . ., R/o . . . . .,  
  
R/o . . . . ., Tahsil

and District Nagpur, hereinafter referred to as the VENDOR/PARTY NO. 1  
which expression shall, unless repugnant to the context of meaning thereof,

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always mean and include the said VENDOR/PARTY NO. 1 as well as its liquidators, administrators, executors and assigns of the FIRST PART.

**A N D**

MR/MS. . . . . s/o. . . . .  
. . . . ., aged about . . . . . years,  
Occupation:. . . . ., Resident of . . . . . Ward, . . . . . hereinafter referred to as the LESSEE/PARTY NO. 2 which expression shall, unless repugnant to the context or meaning thereof, always mean and include the said LESSEE/S/PARTY NO. 2 as well as his/her/their legal heirs, representatives, administrators, executors, successors and assigns of the SECOND PART.

AND WHEREAS, the LESSOR thereafter had constructed the Complex consisting of flats, shops, offices and chambers,

AND WHEREAS, consequently, the LESSOR got prepared a plan for the said complex in accordance with the DCR applicable in this regard,

AND WHEREAS, thereafter, a complex has been constructed on the said plot of land, consisting of independent flats, family units shops/offices/chambers,

AND WHEREAS, the LESSEE / PARTY NO. 2 being desirous of taking the a shop/office/chamber, for his/her use on lease of 66 Years in the said complex, with transferable and heritable Lease rights, approached the LESSOR

AND WHEREAS, the LESSEE/S satisfied himself/herself in respect to the title of the LESSOR to the said property as good, valid and legal,

AND WHEREAS, the LESSEE/S thereafter saw and approved the sanctioned plan of the said building and also approved Flat/Shop/Office/Chamber in the said plot of land on which the building is constructed and consequently the LESSOR entered into an Agreement dated . . . . . with the Lessee, on terms and conditions mentioned therein;

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AND WHEREAS, in pursuance of the said Agreement between the parties, the LESSEE/S has made full payment of the agreed consideration to the LESSOR and the LESSOR hereby acknowledges the receipt of the same.

AND WHEREAS, under the said Agreement the LESSOR is obliged to execute a lease deed in favor of the LESSEE/S and hence this Lease Deed, as under;

NOW, THEREFORE, THIS DEED OF Lease WITNESSETH AS UNDER

1. That, in pursuance of the Agreement of Lease dated . . . . . and in consideration of a total sum of Indian Rs. . . . . /-[ Indian Rupees . . . . . Only] paid by the LESSEE/S to the LESSOR in the manner appearing herein below, the receipt whereof the LESSOR does hereby acknowledge, the LESSOR shall have an absolute right as a lessee and , Lessor does hereby grant, convey, assign, abandon and transfer by way of Lease to the LESSEE/S, ALL THAT piece and parcel of the property bearing Shop/Office/Chamber more Properly described in Annexure A to this Lease deed , Flat/shop/ office / family unit no . . . . . , having super built-up area of about . . . . . Sq.M. on the . . . . . Floor of the building No. . . . . Known and styled as “. . . . . ”, marked in red color in the map annexed hereto as ANNEXURE B forming part and parcel of this Lease deed, and more particularly described in Annexure “A” hereunder written TO HOLD THE SAME TO AND UNTO THE LESSEE/S, as absolute and full occupants thereof, for a period of 66 Years, with an option to renew the lease for next 33 years, free from encumbrances of all kinds whatsoever and subject however to several terms and conditions appearing herein below,
2. THAT, Leased unit described in Annexure A hereby Leased shall, subject to the terms and conditions appearing herein below, be quietly entered into and upon and held, enjoyed and the by the LESSEE/S without any interruption or disturbance by the LESSOR or any person claiming through, under or in trust for him/her and

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without any lawful disturbance or interruption by any other person whatsoever.

3. THAT, the interest hereby transferred to the LESSEE/S subsists and the LESSOR has the absolute right and full authority to transfer the Right under this lease for the remaining unexpired term of the Lease without any hindrance, premium from the Vendor.
4. THAT, the LESSOR has done no act whereby the property hereby Leased is encumbered in any way or whereby he/she is debarred from transferring the same by way of Lease to the LESSEE/S.
5. THAT, the LESSOR has paid unto this date all dues with respect to non-agricultural assessment, Corporation Taxes and cess, etc. levied on the property hereby Leased and in the event, if it is discovered that there remain any arrears to be paid, the LESSOR undertakes to pay the same to the LESSEE/S, accruing payable only unto the date of this deed of Lease.
6. THAT, the LESSOR has this day delivered the actual physical possession of the property hereby Leased, to the LESSEE/S, in vacant condition.
7. THAT, the LESSOR will support any application made by the LESSEE/S for mutation of names on the property hereby Leased and will render necessary assistance for obtaining the mutation thereof, in favor of the LESSEE/S in all relevant records.
8. THAT, the said plot of land is believed and shall be taken to be correctly described in the Annexure "B" hereunder written and is subject to out-going agreements, restrictions and rights of the LESSOR and the other individual LESSEE/S of the remaining undivided share and interest in the said portion of land affecting the same, and if any mis statement, error or omission shall be discovered, the same shall not annul this Lease, nor shall any compensation be allowed in respect thereof, but all the same, such

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**mis statement, error or omission will always be subject to correction by the parties thereto.**

- 9. THAT, the LESSEE/S shall henceforth always pay regularly his/her proportionate share of non-agricultural assessment, or any other taxes by whatever name levied on his/her undivided share and interest in the block and shall keep the LESSOR and the other owners thereof always indemnified against the same.**
- 10. THAT, the LESSEE/S shall abstain from doing any act, deed or thing which would cause annoyance, inconvenience or obstruction to other LESSEE/S of the remaining undivided share and interest in the said block, plot or land and the Lessees of flats/shops/offices/chambers in the said building and shall always abide by the Rules and Zonal Regulations of the appropriate authorities.**
- 11. THAT, although the LESSEE/S will be the joint-Lessee/s of the said plot of land having an interest of occupancy therein, it will be accessible to the LESSOR and the other joint Lessee/s thereof. The LESSEE/S shall not be entitled to the exclusive use and/or occupation of any portion of the said plot of land, unless specifically allotted.**
- 12. THAT, the LESSEE/S having paid the entire cost of flat/Shop/Office/Chamber chosen by him/her situated in the building block , more properly described in Annexure A, known and styled as “ . . . ”, standing on the said plot of land he/she has become the lessee/s thereof with heritable and transferable rights therein, but he/she has full knowledge that the right, interest and ownership of the undivided share and interest in the said plot is not divisible by metes and bounds and for all times it shall remain joint with the other co-lessees thereof and that under no circumstances he/she will construct a structure, open any aperture, whether temporary or permanent on the available open space left out in the said plot of land or on the top/terrace of the said building. Any structure constructed within the shop/office/chamber purchased by**

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the LESSEE/S shall be of only light-weight material and not of permanent nature consisting of masonry work.

13. THAT, the open space available in the said plot of land as shown in the map annexed herewith shall always be of common use of the LESSOR and all other lessees/flat/shop owners in the said building. The LESSEE/S shall use the common areas and facilities provided in the said premises only in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of other owners of the VENDOR.
14. THAT, the LESSEE/S shall also pay sales tax, turn-over tax, works-contract tax or any other tax which is due or may be levied by the Government of Maharashtra or the Union Government or any other authority at any time in future with retrospective effect on the cost of construction of the said shop/office/chamber or on the cost of building material used thereof.
15. THAT, the LESSEE/S further agrees that should the LESSEE/S transfer the rights in the present lease the said flat/shop block, here shall do so strictly on the terms agreed between the parties and contained in the present lease deed and that his successors through such transfer of lease deed shall be bound by the terms and conditions contained in the present lease deed. The LESSEE/S shall be entitled to transfer the rights under the lease for the remaining unexpired period of the lease deed without any objection of the Vendors without obtaining the permission from the Vendors, Association of Lease holders , if any or any such association or society formed by the lease holders.
16. THAT, the responsibility of carrying out the repairs and maintenance of the flat/ family unit/shop chosen by the LESSEE/S shall wholly rest on him/her and the cost of repairs of common facilities and amenities provided thereon shall be borne by the LESSEE/S and other shop owners including the LESSOR in proportion to their share in land. The LESSEE/S shall maintain the shop/office/chamber at his/her own cost and in good tenantable repair and condition from the date of possession of the shop/office/chamber is taken and shall

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not do or suffer to be done anything in or to the building in which the shop/office/chamber is situated staircase or any passages, which may be against the Rules, Regulations or Bye laws of concerned local or any other authority or change/alter or make addition in or to the building in which the shop/office/chamber is situated and the shop/office/chamber itself or any part thereof.

17. THAT, the LESSEE/S shall individually pay the Corporation Taxes, maintenance charges and all other taxes, cess, etc. as may be levied on the flat/ family unit/shop chosen by him/her and he/she will also pay the electricity and proportionate water charges as per Departmental bills from the date of this Lease Deed.

18. THAT, the LESSEE/S shall use the flat/family unit/shop/office/chamber chosen by him/her for designated purpose only and shall not do or cause to be done any act or thing to the annoyance of the LESSOR and other flat/ family unit/ shop/office/chamber owners. It is specifically understood by the LESSEE/S that the said flat/ family unit/ shop/office/chamber shall never be used either by him or his successors storing any hazardous, illegal, combustible or dangerous nature or are so heavy as to damage the construction of structure of the building which the shop/office/chamber is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircases, lifts, common passages or any structure of the building in which the flat/shop/office/chamber is situated including entrances of the building and in case any damage is caused to the building in which the flat/shop/office/chamber is situated or the shop/office/chamber on account of negligence or default of the LESSEE/S in this behalf, the LESSEE/S shall be liable for the consequences for the breach.

19. THAT, the LESSEE/S shall not demolish or cause to be demolished the flat/shop/office/chamber or any part thereof, nor at any time may or cause to be made any addition or alteration of whatever nature in or to the flat/shop/office/chamber or any part thereof, nor any alteration in the elevation and outside color scheme

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of the building in which it is situated and shall keep the portion, sewers, drains, pipes in the flat/shop/office/chamber and appurtenances thereto in good tenantable repair and condition, in particular, so as to support, shelter and projections, other parts of the building in which the flat/shop/office/chamber is situated and shall not chisel or in any other manner damage columns, beams, walls slabs or RCC structures or other structural members in the shop/office/chamber. The LESSEE/S shall repair at his her own cost, in good time, the leakage of W.C. provided in his/her flat/shop/office/chamber which may cause nuisance to the LESSOR and other shop owners. The LESSEE/S very specifically understands that in case he/she wants to make any alteration in the shop/office/chamber purchased by him, he/she shall not do so without the prior written permission of the LESSOR and/or association of lessees as may be formed.

20. THAT the LESSEE/S shall not use the open space on the said plot and/or common areas in the building for keeping cattle, poultry or any pet animals. The LESSEE/S shall not throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said shop/office/chamber in the compound or any portion of the said land and the building in which the shop/office/chamber is situated.

21. THAT the LESSEE/S shall observe and perform all the Rules and Regulations which the LESSOR or Association of Lessees, as may be formed or may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the shop/office/chamber therein and for the observance and performance of the building rules, regulations and bye laws of the concerned local authority and of the Government/other public bodies. The LESSEE/S shall also observe and perform all the stipulations and conditions laid down by the LESSOR / Association of owners regarding the occupation and use of the flat/shop/office/chamber in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoing proportionate to his/her share.

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22. THAT, any defects , shrinkage or other faults in the said flat/shop/office/chamber or in the entire building or in the common property which shall become apparent within a period of 12 (Twelve) calendar months after the date of handing over of the possession & which are due to defective workmanship or materials to the said flat/shop/office/chamber or to the entire building or common property not having been constructed in accordance with the plans & specifications as approved or amended by the approved authority , shall be repaired having received written notice thereof from the lessees with material particulars of the defects. Any damage due to & arising out of normal wear & tear & on account of reasons not attributable to lessor. The LESSOR shall not be responsible in any manner whatsoever for any defect or damage in the mechanical plumbing and electrical appliances, after the expiry of the period of guarantee/warranty given by the manufacturer of the said article, and/or the defect liability period of one year agreed to by the contractors. The Lessees may take obtain appropriate insurance coverage for that purpose.
23. THAT, the cost of repairs of common services like electric (from the pole to the meter board), drainage and water pipe line etc. shall be borne and paid by the LESSEE/S. It is also further understood by the LESSEE/S that all charges incurred on the consumption of electricity over the common facilities and replacement of lights, fixtures and fittings in the common facilities and amenities shall be borne and paid jointly by the LESSEE/S and the other owners in proportion to their respective share in common utility spaces.
24. THAT, it is expressly understood by the LESSEE/S that the cost of general maintenance of the outer building and common portions including periodical paintings, white washing or color washing and repairs, etc. shall be the common responsibility of all other lessees in proportion to their share. Similarly, the underground water storage, tank and the pump, generators, lift, installed therein shall also be maintained and repaired at the proportionate expense of all the Lessees.

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25. THAT, it is specifically understood by the LESSEE/S that in case of any increase in the permissible FSI in relation to the total extent, in the future, only the LESSOR shall have the full right to use the same and to construct and lease the additional structure so constructed and none, including the lessees of the other flat/shops/office/chambers shall have any right to construct or prevent the LESSOR from doing so.
26. THAT, until all empty floor space index or density is un-consumed; the LESSOR will be entitled to erect any additional or other super structures on the said land or on the top/terrace of the proposed building in accordance with the sanctioned plan, without any interruption or disturbance from or by the LESSEE/S. It is clearly understood by the LESSEE/S that the LESSOR is fully entitled to consume, utilize and deal with the entire F.S.I. as may be available at any future date, in relation to the total extent of the said plot of land due to increase in the F.S.I. and that the right, title or interest of the LESSEE/S is restricted or limited only to the extent of the built up space covered by the flat/shop/office/chamber chosen by him/er.
27. THAT, the LESSEE/S agrees to provide and contribute (if not already so paid) to the proportionate cost of the transformer, either installed or to be installed in the building, as per the Rules of the M.S.E.D.Co.Ltd. which cost shall be besides the cost of the flat/shop/office/chamber hereinabove agreed.
28. THAT, the LESSEE/S hereby declares that he/she has satisfied himself/herself about the specifications, workmanship, amenities etc. and he/she has now nothing to receive from the LESSOR on any account whatsoever.
29. THAT, all expenses on account of preparation of this lease deed, including the cost of stamp duty, registration fees payable thereon have been borne and paid by the LESSEES. The Stamp Duty on this Sale Deed is paid according to the market rate fixed by the Government.
30. That in case of any dispute arising out of the contents of the present lease deed, the same shall be resolved by the Arbitration in

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accordance with the Indian Arbitration & Conciliation Act 1996 or its amendments , new enactments in its place & parties hereto authorize Vendor to appoint sole arbitrator to resolve the dispute. The Arbitration proceedings shall be held at Nagpur & the Language shall be English.

**ANNEXURE "A"**

**ANNEXURE "B"**

**Description of the shop/office/chamber chosen by the LESSEE/S**

**IN WITNESS WHEREOF, the parties named hereinabove have set their respective hands and signed this Deed of Lease at Nagpur in the present of witness, signing as such on the day and the place first written above.**

**VENDOR**

**LESSEE/S**

**WITNESS**

1)

2)

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