

## LEASE AGREEMENT

This Rent Agreement is made and executed on this the (Date)<sup>th</sup> day of (Month), (Year) at Ernakulam by and between:

**(Name of the Lessor)**, aged ..... years, S/o or W/o ( Fathers name/Spouse Name as the case may be ) with ( Aadhar Card No...../ Passport No.....) residing at ( Residential address), of the **First Part**, (Hereinafter called the “**Lessor/Owner**” which term shall mean and include all his/her/their heirs, legal, representatives, nominees and assigns etc.)

And

**(Name of the Tenant)** , aged ..... years, S/o or W/o ( Fathers name/Spouse Name as the case may be ) with ( Aadhar Card No...../ Passport No.....) residing at ( Residential address, with District, State and Pincode ) of the **Second Part**, (Hereinafter called the “**Lessee/Tenant**” which term shall mean and include all his/her/their heirs, legal representatives, nominees and assignees etc. )

WHEREAS the Lessor herein is the absolute and undisputed owner of (1BHK/2BHK/3BHK as the case may be) apartment with No..... of Tower ..... of Mather Highlands Apartments, Rajagiri Valley P.O.,Kakkanadu,Kochi, Kerala-682039 lying in 105.11 Ares of Property in Sy.No.s 570/22,21,20,160 and 164 with 7 meter access road in Sy .No.570/18 of Kakkanadu Village, Kakkanadu Desom,Thrikkakara (hereinafter referred as the ‘**Apartment**’),more particularly described in the schedule.

WHEREAS the Lessor have a clear, marketable, valid Title of the Apartment and it is free from any litigation or dispute,

Where as the said Apartment has been permitted/ sanctioned by concerned competent authority to be used for residential purposes,

(1)

WHEREAS the Lessee intends to take on lease from the Lessor the Apartment together with all rights, easements and appurtenances attached thereto, including the right to use the common areas and facilities such as, lifts, corridors, staircases, passages, entrances, basements, parking space, etc.

WHEREAS the Lessee has approached the Lessor and offered to take on rent the Said Premises belonging to the Lessor and the Lessor has agreed to rent the Said Premises on terms and conditions as here under:

NOW THIS AGREEMENT SHALL WITNESSETH AS UNDER:

### **1. Conditions of Lease**

- 1.1 The Lessor hereby grants to the Lessee and the Lessee hereby accepts on lease from the Lessor, the flat bearing no ..... on .....floor of Tower ..... in the Mather Highlands Apartments, Rajagiri Valley P.O.,Kakkanadu,Kochi, Kerala-682039 (along with **Car Parking** as the case may be) and right to use all the common amenities and common services, and the right of ingress and egress to all common areas viz. lobbies, staircases, lifts, corridors, entrance, common washrooms, basement, parking area

**( Lessor)**

**(Lessee)**

etc area subject to the byelaws provided in the Mather Highlands Apartment Owners Association.

1.2 The Lessor has handed over the key of the Apartment , to the Lessee simultaneously on signing of this Lease Deed.

1.3 The LESSEE shall be entitled and permitted to use the apartment only for residential purpose of families as mandated by the byelaws of Mather Highlands Apartment Owners Association Rajagiri Valley P.O., Kakkanadu,Kochi, Kerala-682039

## **2. PERIOD OF LEASE**

2.1 Period of Lease shall be a for a period of ( ..... months/ specify the period) from the (Date)t<sup>h</sup> day of ( Month) , 2018 to .....th day of .....

2.2 In case the Lessor and lessee herein decides to renew the Lease Deed for the subsequent terms, then in that event the Parties, at the time of renewal, will negotiate the terms and conditions on which this Lease Deed will be renewed for such further period.

2.3 This lease agreement can be terminated by the parties by giving one month prior notice to the other party.

**( Lessor)**

**(Lessee)**

**3. TERMS of RENT AND OTHER PAYMENTS.**

3.1 The lessee shall pay an amount of Rs. ....../- (Rupees ..... Only) as rent for each month, which shall be **paid in advance** on or before the 5th day of each English Calendar Month to the lessor ( to his account (provide account details / by cash or cheque as the case may be) . if any such rent amount or part of the rent amount is unpaid or defaulted by Lessee, then the Lessor is entitled to collect an amount of 10% P.A. interest on such amount . Default in payment of rent for of two months shall give the lessor grounds to terminate the agreement without notice to the lessee and the lessee agrees to vacate the premises as per the terms and conditions laid in this agreement.

3.2 All payments under this Lease Deed shall be subject to deduction of tax at source at applicable rates. TDS to be provided to the Lessor by April of every year and for any remaining months of the year at the time of vacating the flat.

3.3 Service tax will be borne and paid by the Lessee.

3.4. The Lessee hereby pays an amount of Rs..... as refundable interest free security deposit of Rs. ....../- to the lesser the receipt of which is acknowledged by the Lessor. This refundable interest free security deposit shall be repaid by the lessor on expiry or termination of this deed and handing over the

**( Lessor)**

**(Lessee)**

possession of the apartment after deducting the arrears of rent, electricity and water charges pertaining to said apartment if any and also the compensatory cost towards repairs and replacement of any damage caused to the said premises including its fittings and fixtures by the lessee.

3.5 The Lessor hereby declares that it has paid all the taxes, cesses, duties, assessments and or levies of the said Apartment to the local body, Government or other competent Tax collecting Authorities prior to the commencement of this lease.

3.6 The Lessor shall bear all taxes including property taxes, fees and other Government or statutory levies including any other payments on account of and toward the incidence of ownership, etc. (whether normal or enhanced) of the said Apartment. In case the Lessor fails to meet these obligations and/or consequently any action is apprehended to be taken by the concerned authorities or is actually taken by any authority, then in order to protect its rights and business interest, the Lessee shall be entitled to pay such amount and to deduct the same from the Lease Rent of the subsequent months.

3.7 The Lessee shall pay electricity charges to KSEB against the actual consumption and the maintenance charges including Diesel Generator (backup)/ water charges and common maintenance charges to the Mather Highlands Apartment Owner's Association.

#### **4 Conditions of use of the lease premises.**

**( Lessor)**

**(Lessee)**

4.1 The Lessee shall use the premises only for residential purpose only and shall not sublease or part with the possession to anybody without consent of the lessor.

4.2 The Lessee shall not make any modifications, additions and alterations in the structure or fixtures including walls, cupboards of the said premises without the consent of the lessor.

4.3 The lessee Shall use the said premises with due care and caution ,without causing any damage to the said premises including fixtures and fittings within the said premises or reduce its value or utility in any manner.

4.4 The lessee Shall not cause any nuisance or inconvenience to other residents in the apartment complex or cause any harm to the asset of the association or other assets common to all owners .

4.5 The lessee hereby undertakes that it has read and understood the provisions in the Byelaws of Mather Highlands Apartment Owners Association and shall abide by the said Byelaws.

4.6 The lessee shall not display sign boards, advertisements etc any where in the common areas of the apartment complex without the written consent of the Management committee of the Mather Highlands Apartment Owners Association.

4.7 The lessee shall not throw any material/article,including,but not limited to debris, waste articles, garbage or any other refuse or sanitary items from balconies and windows on to the open yard or the neighbouring compounds,or dump sanitary napkins,contraceptives into water closets which shall hamper the proper functioning of sewage treatment plans and/or associated systems.

4.8 The lessee shall manage his waste materials including degradable and non degradable as per the directions of the Mather Highlands

**( Lessor)**

**(Lessee)**

Apartment Owners Association and shall bear the cost as directed by them.

4.9 The Lessee shall park his vehicle only in the allotted space and should not park in other areas including the common area.

4.10 The lessee shall abide by the rules, regulations, administrative circulars etc issued by the Mather Highlands Apartment Owners association from time to time with the covenants ,conditions and restrictions set forth regarding the use of common spaces/ facilities/amenities.

4.11 The Lessee shall permit the Lessor or his/her/their duly authorized agent, representative to enter the Said Premises at all reasonable times to inspect the said premises.

4.12 The Lessee shall vacate the said premises on the expiry of the lease period or earlier by one month notice on either side and deliver peaceful vacant possession of the same to the lessor in as good condition as it is on this day. In event of the lessee committing breach of any of the terms and conditions mentioned above Lessor shall be entitled to claim such lawful compensation from other properties owned by Lessee, as may be permitted by Law

4.13 The Lease may be terminated by either the Lessee or the Lessor at any time by giving one month's notice in writing to the other party.

4.14 The Original of this agreement is kept by the Lessor and the Photocopy is kept by the Lessee.

## 5 ENTIRE AGREEMENT:

These presents constitutes and represents the entire agreement between the Parties with regard to the right and obligations of each of the Parties and cancels and supersedes all prior arrangements, agreements or

**( Lessor)**

**(Lessee)**

understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein.

**6 MODIFICATION /WAIVER:**

No modification or waiver of any of the terms and conditions of this Lease Deed shall be effective unless such modifications or waiver is expressed in writing and executed by each of the Parties hereto. Failure of either party to exercise promptly and right herein granted or to require strict performance of any obligation undertaken herein shall not be deemed to waiver of such right or of the right to demand subsequent performance of any and all obligations herein undertaken by respective parties waiver of such right or of the right to demand subsequent performance of any and all obligations herein undertaken by respective Parties.

**7. NOTICE:**

Any notice or communication with reference to this Lease Deed, unless otherwise specified herein, shall be deemed to be validly sent if dispatched (referred to as Notice in this Lease Deed) by Registered Post Acknowledgement Due/other modes with proof of delivery, to the other party at the respective addresses mentioned in the Lease Deed:

Either party may by a similar written Notice to the other party change his/her address aforesaid. Notice shall be sent by E-mail also in the E-mail address given below:

Lessor E-Mail address: .....

**( Lessor)**

**(Lessee)**



Lessee E-mail address: .....

### **8. SEVERABILITY**

If any provision of this deed or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provision shall not in any way be affected or impaired thereby.

**IN WITNESS WHEREOF** the Parties hereto have set and subscribed their respective hands the day first here-in-above written.

Lessor ( Name and Signature)

**( Lessor)**

**(Lessee)**

Lessee ( Name and Signature)

**Schedule**

**Description of the Leased preimises**

flat no ..... on .....floor of Tower ..... in the Mather Highlands  
Apartments, Rajagiri Valley P.O.,Kakkanadu,Kochi, Kerala-682039

Fixtuitres

No. Of tube lights

No. of Fans

Any other (Specify)

**( Lessor)**

**(Lessee)**

Annexure : Byelaws of Mather Highlands Apartment Owners Association.

**Witnesses:-**

1. Name , Address and signature

2. Name, Address and Signature

**( Lessor)**

**(Lessee)**