

LEASE OF A FURNISHED HOUSE FOR RESIDENTIAL PURPOSES

THIS LEASE made at the day of, 2000, between A, son of resident of (hereinafter called 'the Landlord') of the ONE PART and B, son of resident of (hereinafter called 'the Tenant') of the OTHER PART.

WHEREAS the Landlord is absolutely seized and possessed of or otherwise well and sufficiently entitled to the furnished dwelling house described in the Schedule hereunder written.

AND WHEREAS at the request of the tenant, the Landlord has agreed to let the said furnished dwelling house to the tenant for a term of years in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the said agreement and in consideration of the rent hereby reserved and of the terms and conditions, covenants and agreements herein contained and on the part of the tenant to be observed and performed, the Landlord doth hereby demise unto the tenant all that the furnished dwelling house bearing Municipal No.....Road, City,

described in the First Schedule hereunder written with fixtures, fittings and appurtenances TOGETHER WITH the furniture and effects mentioned in Second Schedule, TO HOLD the same unto the tenant for a term of years commencing from the 1st day of, 2000, but subject to the earlier determination of this demise as hereinafter provided and paying therefor during the said term the monthly rent of Rs. free and clear of all deductions in advance on or before 5th day of each and every calendar month, the first of such monthly rent shall be paid on the 5th day of and the subsequent to be paid on or before the 5th day of every succeeding month regularly.

2. The lessee hereby for himself, his heirs, executors, covenants administrators and assigns, agrees to the following covenants:

- (a) To pay the rent on the days and in the manner as aforesaid;
- (b) To pay all rates, taxes, assessments, cess and outgoings whatsoever now or hereafter imposed or charged or payable to the State of Municipal Corporation local or any other authority, upon the said dwelling house or any part thereof;
- (c) To repair and keep the interior of the dwelling house, fixture, fittings, sanitary and water apparatuses therein in tenantable condition throughout the term;

- (d) To keep the furniture clean and in good repair order and preservation and to make good the damages thereto;
- (e) To allow the landlord and his agents at all reasonable times to enter upon and examine the condition of the dwelling house and the furniture;
- (f) If the landlord finds that any repair is necessary to the dwelling house and/or furniture, he shall serve upon the tenant a notice in writing to carry out the repairs in the dwelling house or furniture and the tenant shall carry out the repairs within one month after the service of such a notice;
- (g) To insure the dwelling house and furniture against loss or damage by fire with an insurance company approved in writing by lessor for an amount which shall not be less than Rs. unless otherwise agreed to in writing between the parties;
- (h) Not to underlet, assign or part with the possession of the dwelling house and furniture or any part thereof;
- (i) To use the dwelling house for the purpose of private residence only;
- (j) To replace all broken fittings, fixtures, sanitary and water apparatuses by equally good or better substitutes;
- (k) To keep and maintain the premises clean, tidy, healthy, wind and watertight in all seasons;

- (l) To permit the Landlord during the one month immediately preceding the determination of the term to affix a notice for re-letting the same and to permit during the said one month the dwelling house and the furniture to be viewed at any reasonable times by any prospective tenants;
- (m) On the expiration or earlier determination of the lease to deliver peaceful and vacant possession of the dwelling house and furniture in its entirety together with all improvements, if any done thereto without any claim for compensation on that account.

3. The Lessor hereby agrees to the following covenants:

- (a) The tenant paying the rents and observing and performing the conditions and covenants herein contained, shall quietly and peaceably hold, possess and enjoy the said dwelling house during the said term without any interruption and disturbance by the Landlord or any person claiming under or in trust for him.
- (b) To keep all the external parts of the dwelling house in tenantable repair.

4. It is hereby agreed between the parties as follows:

- (a) If the monthly rent or any part thereof payable in the manner hereinbefore mentioned shall be in arrears for a period of three months or if any of the covenants and stipulations herein contained and on the part of the tenant to be observed and performed shall not be so observed and performed by the tenant, then in such event the Landlord or any person or persons duly authorised by him in that behalf at any time may terminate the tenancy and may enter into and upon the dwelling house provided that the tenancy shall not be terminated and no re-entry shall be made under the foregoing power, unless and until the Landlord shall have given to the tenant a notice in writing specifying the arrears of rent which is required to be paid or specifying the covenants and conditions or stipulations which require to be complied with or carried out and the tenant has failed to pay the arrears of rent or comply with or carry out the same within one month from the date of the receipt of such notice.
- (b) If at any time the dwelling house or the furniture or any part thereof shall be rendered unfit for occupation or use by reason of any damage; not due to default of the tenant, the landlord shall reinstate the same at his own expenses and with all convenient speed.

5. Until the Landlord and the tenant shall otherwise advise each other in writing, their addresses for service of all notices and other communications shall be as under:

(a) For the Landlord :

(b) For the Tenant :

6. This Lease Deed shall be executed in duplicate. The original shall be retained by the Landlord and the duplicate by the tenant.

7. The stamp duty and all other expenses in respect of this Lease Deed and duplicate thereof shall be borne and paid by the tenant.

8. The marginal notes and the catch lines hereto are meant only for convenience of references and shall not in any way be taken into account in the interpretation of these presents.

IN WITNESS WHEREOF, the Landlord and the tenant have put their respective hands on the original and duplicate thereof the day, month and year first hereinabove written.

*The First Schedule above referred to
Description of the dwelling house)*

The Second Schedule above referred to

(List of furniture and effects)

Signed and delivered by the within named Landlord A

Signed and delivered by the within named Tenant B

WITNESSES;

1.

2.