

AGREEMENT TO LEASE

This **AGREEMENT TO LEASE** is made and executed on this day of _____, 2021 at Pune.

BY AND BETWEEN

Mr.

Age: _____ Years. **Occupation:**

Residing At:

HEREINAFTER referred to as or called as **“THE LESSOR”**

(Which expression shall unless it repugnant to the context and meaning thereof shall mean and include his heirs, administrators, partners, office bearers, representatives, attorneys, and assignees) OF THE PARTY OF THE FIRST PART

AND

MR.

Age: _____ Years. **Occupation:**

Residing at:

HEREINAFTER referred to as or called as **“THE LESSEE”**

(Which expression shall unless it repugnant to the context and meaning thereof shall mean and include his heirs, administrators, partners, office bearers, representatives, attorneys, and assignees) OF THE PARTY OF THE OTHER PART

GAT NO. 173

WHEREAS, all that piece and parcel of the land admeasuring 11 H 82 R 00 Ares out of the land bearing S. No.173 having totally admeasuring out of which subject matter of these presents is H.01.20.00, situated at Revenue village Velha Taluka – Velha and District Pune within the limits of Zhilla Parishad & Panchayat Samiti Velha and within the jurisdiction of Registration District Pune, Sub-District, Taluka- Velha, Sub-Registrar Velha which is more particularly described in the schedule herein below is owned

and sufficiently held and possessed by the Owners/Vendors herein.

AND WHEREAS, Mrs. Nikita Vijay Kering purchased the said property on 9th March 2017 which is duly executed and registered with the office of the sub registrar value which is at serial number 246 dated 9th March 2017.

GAT NO. 174

WHEREAS, all that piece and parcel of the land bearing S. No.174 totally admeasuring about 06 H. 72 R., situated at Revenue village Velha Taluka – Velha and District Pune within the limits of Zhillia Parishad & Panchayat Samiti Velha and within the jurisdiction of Registration District Pune, Sub-District, Taluka- Velha, Sub-Registrar Velha which is more particularly described in the schedule herein below is owned and sufficiently held and possessed by the Owners/Vendors herein.

AND WHEREAS, 1] Mr. Nilesh Chandrakant Khandelwal and 2] Mr. Aashish Chandrakant Khandelwal purchased the said property on 9th March 2017 which is duly executed and registered with the office of the sub registrar value which is at serial number 246 dated 13th March 2017.

AND WHEREAS, The Lessor herein entered into the Agreement to Sale which is duly executed and registered with the Office of Sub Registrar Bhor which is at serial No. _____ dated __/09/2021.

AND WHEREAS, The Lessor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the piece of land situated at and more particularly described in the schedule hereunder written and by virtue of the said Agreement to Sale, the Lessor herein is vested with rights to sale/assign/transfer/lease/sublease the said property to any individual or body corporate either wholly or in part and accordingly, the Lessor herein has created a provate layout of the said property.

AND WHEREAS, after getting knowledge of the said project of the Lessor, the lessee has approached the Lessor with a request to

grant a perpetual lease of the said land bearing Plot No. __ with a view to carry out agricultural and allied activities, hobby farming, horticulture, etc., thereon either for letting out the same or any part thereof or for carrying on agricultural business therein and which the lessor has agreed to do on the following terms and condition agreed to between the parties.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

[A] The Lessor shall lease or demise to the Lessee all that piece and parcel of the land bearing Survey No. ____ admeasuring about __ Aares situated at Revenue Village **Balwad**, Tal. Bhor, Dist. Pune, more particularly described in the schedule written hereinunder for in perpetuity.

[B] The day of execution and registration of these presents shall be 'RENT COMMENCEMENT DAY'. From the "Rent Commencement Date", the Lessee shall pay to the Lessors the sums as Rent and shall be referred to for the sake of convenience as "Rent" for the use and occupation of the Premises, as follows:-

[i] The Lessee shall pay to the Lessors one time lump sum rent at the rate of Rs. ____/-.

[D] **The Lessee hereby covenants with the Lessors as follows :-**

- 1) Utilize the Said Premises for farming and allied services.
- 2) Not to carry on any unlawful activity in the Said Premises or storing any explosive materials therein except the items required for industry which is permitted for carrying out the activities as per the prevailing laws.
- 3) Secure all the required Licenses, permissions, NOCs etc. from time to time that Lessee may require, for carrying and operating its Farming and allied services, in the Said Premises, at their own costs. However, the Lessors shall give No Objection to help Lessee in procuring such Licenses, permissions etc. whenever required.

- 4) To permit the Lessors and their respective duly authorized agents to access the Said Premises for the purpose of making inspection thereof at all reasonable times. The Lessors shall ensure that such inspection shall not cause inconvenience damage or disturbance to the Lessees' right or its industry.
- 5) Pay electricity and water charges consumed by the Lessee in the Said Premises during the term of Lease Deed to the concerned authorities. It is also clarified that the Lessee shall not be liable for payment of any electricity and water charges for the period prior to the Lease granted herein.
- 6) To carry out at its own cost all the day to day repairs to the structures, buildings, machinery, etc. erected, fixed in premises at its own costs.
- 7) The Lessee shall be solely responsible for any liability arising out of its use for hobby farming agricultural and allied activities.
- 8) **Indemnity:** To indemnify and keep indemnified the Lessor against any or all claims for damages which may be caused to any adjoining buildings or other premises by such building or in consequences of the execution of the aforesaid work and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any Local Authority in respect of the said work or of anything done under authority herein contained.
- 9) The lessees hereby further assures/indemnifies to the Lessors herein that it will duly comply with all the provisions of all the relevant laws for the time being in force while carrying hobby farming agricultural and allied activities on the demised properties.
- 10) In case if the Lessee is unable to operate, function or carry out hobby farming agricultural and allied activities as mentioned in this deed, then lessee will be at liberty to surrender the lease to the Lessor herein and in that case, the lessee will be refunded the amount of premium/lease paid in

lumpsum as mentioned in clause [A] hereinabove along with appreciation @ 12% per annum on pro rata basis.

- 11) So also it will be responsibility of the Lessee to dispose of waste at their own costs and expenses as per the prevailing rules and regulations framed by Local Authority.
- 12) The Lessee shall not let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Said Plot No. ___ until all the dues payable by the Lessee to the Lessor under this Agreement are fully paid up.
- 13) The Lessee will not sub divide or assign the property in any manner which will lead to sub division in future. If the said Plot allotted to the lessee is sub divided then in that case it will be considered as breach of terms and condition of these presents and then in that case the Lessor will be entitled to determine the lease and get the possession back from the Lessee.
- 14) The said Plot No. ___ admeasuring about ___ Sq. Mtrs. Which includes common internal road of 9 meter width and set back. In future the Lessee will not create any obstruction to any co-member as well as the society for use and occupation of the said road.
- 15) It is further made clear by the Lessor herein that the said entire project created on the properties mentioned in the Schedule I herein below will be conveyed in favour of the Co-Operative Society and for the said conveyance the Lessee herein as given his/her irrevocable consent. So also, it will be mandatory for the Lessee herein to become the member of the said society.
- 16) The Lessee shall observe and perform all the rules and regulations which the Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Plot and for the observance and performance of the Society Rules, Regulations and Bye-laws

for the time being of the concerned local authority and of Government and other public bodies. The Lessee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Plot in the said project and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- 17) Till a conveyance of the said project is executed in favour of Society/Limited Society, the Lessee shall permit the Lessor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said plot or any part thereof to view and examine the state and condition thereof.

[E] The Lessor hereby agrees covenants and stipulates with the Lessee as under :-

- 1) The lessors hereby assure & declare that they have not mortgaged the said property by deposit of title deeds or by any other mode in favour of any lender as security. The lessors shall provide a separate declaration to that effect, if required by the Lessee.
- 2) In the event of any person making any claims on the title or possession of the said premises, it shall be the duty of the Lessors to defend the same entirely at their costs.
- 3) Subject to payment of Rent, and other charges herein reserved and observance by the Lessee of its covenants herein, the Lessee may peacefully hold and enjoy the Premises throughout the Term without any interruption.
- 4) The Premises are free of all encumbrances, mortgages, liens or any other charges, claims, liabilities or demands of any nature whatsoever and there are no restrictive covenants operating upon the Lessors and/or Premises, in leasing out the Premises to the Lessee on the terms and conditions herein contained and that the Lessors has not entered into any arrangement with any other person(s) other than the

Lessee in respect of the Premises.

- 5) There are no proceedings legal or otherwise pending in connection with the ownership of the Lessors or otherwise of the Premises except as mentioned herein above and the Lessors has not received any notice of acquisition/requisition nor it has entered into any Agreement for Sale/Lease/Tenancy in respect of the Premises in favour of any third party.
- 6) There are no outstanding payments of taxes including municipal or local levies, taxes, fee, cess and charges including ground rent and property tax in respect of the Premises and further that all electricity and water charges and such other payments have been made in full to the respective Authority/Bodies/persons as on the Effective Date and if there are any such arrears, the said arrears for the period up to the effective date shall be payable by the Lessors and in case there are any such dues, the same shall first be cleared by the Lessors and receipts thereof shall be furnished to the Lessee. The Lessors shall keep the Lessee indemnified against use of the Premises by the Lessee on account of any arrears, dues, actions, proceedings, claims etc. whatsoever in respect of the Premises and the Lessors well recognize that the Lessee is making considerable investment in erecting structures, buildings and machinery and readying the Premises for its use.
- 7) The Lessor have accorded their unequivocal and unconditional consent to the Lessee to lay, develop, construct, repair, rebuild and install the necessary storage for crops, fixtures, fittings as per the need of their farm house and/or keep maintained at all times during the term of lease the entire demised premises at their own costs and expenses.
- 8) The Lessors have also accorded their unequivocal and unconditional consent to the Lessee to raise the loan from any financial institution by way of mortgage of the demised premises. However, the Lessor will not be responsible for the repayment of the said loan and it will be responsibility of the

Lessee to repay the loans.

- 9) The Lessors have also accorded their unequivocal and unconditional consent to the Lessee to sale/transfer/assign all the rights and interest accrued by virtue of these presents without sub dividing the said property to anybody either individual, H.U.F. Trust, Co-operative, Partnership firm, Private or public company or any form of organization on rental basis for any period on such terms and conditions decided by exclusive discretion of The Lessees for any Lawful purpose in accordance with the terms and conditions of these presents.
- 10) The Lessors shall allow the Lessee to enjoy quiet and peaceful possession of the Premises during the entire period of the Lease and any renewal thereof without any interruption by the Lessors or any persons lawfully claiming either through or under or in trust for the Lessors or otherwise howsoever.
- 11) This agreement supersedes all earlier letters, correspondence, oral discussions etc. that may have been exchanges by the parties therein

[F] The Lessors shall have no right to terminate this Lease Deed as the Lessors have already received entire amount of lease as mentioned in clause No. 1 herein above except in case of any breach as mentioned in this deed.

[H] **NOTICES:** All notices required to be served by either of the Parties hereto upon the other shall be deemed to have been duly and effectually served if delivered by hand or addressed by Registered A.D. post at the aforementioned addresses of either party and such service shall be deemed to have been effected in the case of delivery by hand, on the date on which it is so delivered and in the case of delivery by Registered A.D. post on the date the Registered A.D. notice is received by the addressee. Either party shall notify the other in writing of any change in such address for services of notice upon it.

[1] **GOVERNING LAW AND JURISDICTION:** i] The Parties agree that lease Deed and any writings appurtenant hereto shall be governed by the laws of India, and the Courts at Pune shall have jurisdiction over lease Deed.

ii] Any and all disputes or differences between the Parties arising out of or in connection with this Agreement or its performance shall first be referred to the mediation between the Representatives of the Parties.

iii] In the event the mediation proceedings fail within [thirty (30)] days after one Party has served a written notice on the other Party requesting the commencement of discussions, then such dispute shall be referred at the request in writing of any Party to the dispute to binding arbitration. The Party requesting arbitration shall do so by giving written notice to that effect to the other Party specifying in said notice the nature of the dispute.

iv] Sole Arbitrator will be appointed by The Lessor as per their choice.

v] The Arbitration proceeding will be held at Pune. All arbitration proceedings shall be conducted in the English language.

vi] To the extent practical, decisions of the Arbitrator shall be rendered in no more than Ninety (90) calendar days following commencement of proceedings with respect thereto. The Arbitrator shall cause its written decision to be delivered to the Parties. Any decision made by the Arbitrator (either prior to or after the expiration of such thirty (30) calendar day period) shall be final, binding and conclusive on Parties and entitled to be enforced to the fullest extent permitted by law and entered in any court of competent jurisdiction.

vii] The costs and expenses of the arbitration, including, without limitation, the fees of the arbitrator shall be borne equally by each Party to the dispute or claim and each Party shall pay its own fees, disbursements and other charges of its counsel. The arbitrator would have the power to award interest on any sum awarded pursuant to the arbitration proceedings and such sum would carry interest, if awarded, until the actual payment of such amounts.

viii] The existence of any dispute or difference or the initiation or continuance of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations under this Agreement and the Parties shall ensure the development of the Project does not suffer or gets delayed and the work is not stalled during subsistence of the arbitration proceedings.

[J] **MISCELLANEOUS:**

a. Costs: Unless otherwise specified in this Deed, each of the Parties hereto shall pay their own costs and expenses relating to the negotiation, preparation and execution of this Deed and the transactions contemplated by this Deed. Stamp duties and registration charges shall be payable by the Lessee under the applicable stamp and registration laws.

b. Severability: If any provision of this Deed is invalid, unenforceable or prohibited by law, this Deed shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto the other, and the remainder of this Deed shall be valid, binding and of like effect as though such provision was not included herein.

c. It is expressly agreed by and between the parties that:-

(a) All payments to be made by either party to the other under this Deed shall be by Account Payee Cheques/ Bankers Cheque/NEFT/RTGS Notwithstanding such deposit by the Lessee into the Account, the Lessors/its' representative shall sign and give to the Lessee proper Receipts for all such payments made by the Lessee to the Lessors as and by way of Lease Rent.

(b) The Lessors shall not have any interest or claim whatsoever in respect of any of the Trade Marks/ Trade Names and any other intellectual property that the Lessee will use in the operation of its businesses in/ from the Premises

(c) **Right of excavate** : The Lessee can excavate the land for the purpose of construction of building, Specialty units for the existing industry as per the sanctioned plan and can use the excavated material for which The Lessor have no objection or share of the amount received. However, in no circumstances the property shall be used for mining purposes and no mine will be permitted to start in the demised property.

(d) **Access Road, water, electricity:** The Lessees having full right to construct an access road leading from the main road to the demised premises at their own expenses. The construction of road, water supply, electricity supply shall be the property of The Lessees.

(e) **Nuisance:** Not to do or permit anything to be done on the demised premises which may be a nuisance, annoyance or disturbance to the Lessor.

(f) **Renewal of Lease** : If the Lessees shall have duly performed and observed the covenants and conditions on the part of the lessees hereinbefore contained and shall at the end of the said term hereby granted be desirous of receiving a new lease of the demised premises and of such desire shall give notice in writing to the Lessor before the expiration of the term hereby granted the Lessor shall and will at the cost and expenses in every respect of the lessees grant to the Lessees a new lease of the demise premises for a further term of Ninety Nine Years years without any payment of premium or charges except society maintenance dues that are pending. (if any)

[K] All the expenses i.e. stamp, typing, Xerox, registration, advocate fees and all other out of pocket expenses are borne by the Lessee alone.

SCHEDULE-I OF THE PROPERTY

AS REFERRED ABOVE

All that piece and parcel of the Plot No. __ out of private layout created on land admeasuring H. 11 R 82 Ares 00 out of the land bearing S. No.173 and having totally admeasuring out of which subject matter of these presents is H 01 R 20 Acres 00 and S.

No.174 totally admeasuring about 06 H. 72 R. situated at Revenue village Velha Taluka – Velha and District Pune within the limits of Zhilla Parishad & Panchayat Samiti Velha and within the jurisdiction of Registration District Pune, Sub-District, Taluka- Velha, Sub-Registrar Velha and bounded as under:

On the East : Gat No.
On the West : Gat No.
On the North : Gat No.
On the South : Velvandi River

Alongwith all easementary and incidental rights thereto.

IN WITNESS WHEREOF THE PARTIES HAVE AND HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL ON THIS ___ DAY OF _____, 2021.

FOR _____

PHOTO	Thumb Impression	Sign.
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THE LESSOR

PHOTO	Thumb Impression	Sign.
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THE LESSEE

WITNESSES

1] Sign.
Name.
Add.

2] Sign.
Name.

Add.

Sample Document