

TAMIL NADU HOUSING BOARD

Lease Deed For Lease Of Building Flats and Shops.

- 1) This indenture made this the day of one thousand nine hundred and ninty the Tamil Nadu Housing Board represented by its Assistant Secretary (Rentals) hereinafter called the Lessor of the one part andagedaboutyears, residing at herein after called the Lessee of the other part, witnessed as follows:
- 2) WHEREAS the property in is the absolute property of the Lessor, and whereas the Lessee has been allotted to occupy the promises shown as floor No.....and portion marked Blue in the an attaches to this deed, from the day of20.....subject to the following conditions of this deed, and the Lessee has also agreed to abide by the conditions and also agreed to pay a sum of Rs.....towards the monthly rent and Rs.....towards service charges, in advance on or before the 10th day of the month to which it relates, and has further deposited a sum of Rs.....being six months advance as security for the due fulfillment of the Lease Deed.
- 3) AND WHEREAS the terms and conditions the Lease have been though fit to be laid down in a written agreement, now this Deed of Agreement has been entered into subject to the following conditions:-
 - i) The Lease shall be for a period of 11 months only subject to renewal for every 11 months subject to the conditions that the lessee had not violated any of the conditions of the agreement.
 - (ii) (a) The lessee agrees to pay the enhanced rent fixed by the Board from time to time and rental deposit on the enhanced rent at the time of renewal of further lease”.
 - iii) The lease shall be a monthly lease commencing from the date on which the lessee occupied the portion
 - iv) It is further agreed that if the Lessee fails to pay rent for a month the rental deposit shall be forfeited and the lessee will be evicted from the promises.
 - v)The premises should be used for such business (for which the premises should be used for such business for which the premises are specifically intended and any violation will be considered as violation of the conditions of allotment and the lessee is liable to be evict for that reason also,. If any portion of the promises is to be used for some other business, the lessee will get the written permission from the lessor for using the building for such

purpose and it is absolutely fit the discretion of the lesser to grant such permission.

vi) The lessee shall pay charges for electricity as metered and consumed by him to the lessor every month on demand through a bill.

vii) The walls shall be kept in the original colour and no nails, hooks, etc. shall be indiscriminately driven into the walls. If however, the lessee wants to change the colour of the walls, it may be done at their own cost, subject to the condition that the original shall be restored at the time of vacating the premises.

viii) No rubbish shall be scattered or collected or dumped indiscriminately within the premises or in the compound but it shall be deposited in the dust bins provided for the purpose.

ix) Repairs to the premises to the estimated value of Rs.50/- (Rupees fifty only) at a time except white washing shall be carried out by the lessee, and the premises and the fittings and fixtures therein shall be maintained by the lessee in good and toneable repair and condition. The lessee shall be responsible for replacement of broken glass frames of windows, sanitary and electrical installations.

x) The lessee shall not allow water to stagnate in the premises.

xi) No trees shall be planted inside the compound without the prior written permission of the lessor, \. No creepers shall be allowed to spread on the premises. At least five feet clear open space on all sides shall be provided and plants shall not be planted to cause obstructions to ventilation and light and to obstruct or interfere with the sewer and water mains.

xii) The lessee shall not assign sublet or part with the landlord's prior consent or grant permission to any one the use and occupation of the said premises.

xiii) The lessee shall be responsible for the cleanliness and proper maintenance of the premises.

xiv) The name board of the lessee should be exhibited separately outside the premises and should not be fixed on the building structure.

xv) (a) No wares shall be exhibited in the arcade. (i.e. passage).

(b) The lessee shall not have any right to use the open terrace at the top.

xvi) The lessee shall keep the exterior of the demised premises and the drainage there of in a reasonable state of repairs and cleanliness executing periodically all heavy repairs and all general repairs, colour washing, painting and renovation as

may reasonable be required for keeping the premises in good care and condition and wind and water light.

xvii) No additions or alteration shall be made in the premises or in the fittings and fixtures therein without the prior written permission of the lessor. The lessee is however at liberty during the said term to make or construct any additional fittings or fixtures in or to the said premises including air conditioners, pipes, cables partitions, screens, shelves, racks, sublinds, water electric and sanitary installations, fittings, lights and fans and to remove the same but the lessee shall make good any damage which may be caused to the demised premises by such removal. No kitchen materials such as coconut leaves palm leaves thatties or bamboo shall be used in the premises for partitioning the existing accommodation or roofing or for providing additional accommodation such as sheds for car, cattle or servants.

xviii) The lessor agrees to pay all rates, municipal taxes and assessments whatsoever excepting charges for electricity used on the premises by lessee.

xix) The lessee paying the rent hereby reserved and observing and performing the several convenience and stipulations herein contained on his part to be observed and performed shall peaceably held and enjoy and demised premises during the said term without any interruption by the lessor or by any person rightfully claiming under or in trust for him.

xx) The lessor and the authorised officers and agents of the lessors may at all reasonable times enter upon the premises to view the stage and conditions thereof and to take meter readings for purposes of inspecting the said portion of the building for general or special repair, taking measurement of such work done and for satisfying whether the allottee is complying with terms of agreement as regards the maintenance and alterations of the premises.

xxi) In case the lessee default in the observance of any of the terms and conditions herein mentioned, the lessor may at the lessee's cost, set-right the defects of effect repairs as the case may be.

xxii) On the expiry of the lease, the lessee shall deliver possession of the premises with the fixtures and fittings therein in the same condition in which they were let out to the lessee, reasonable wear and tear alone expected.

xxiii) On the expiry of the said terms of the lessee, the said security deposit shall be returned to the lessee if he shall have duly carried out the terms and conditions of the lesae.

xxiv) If the lessee comits breach of any of the terms and conditions herein mentioned, the lessor may evict the lessee from the premises with or without

notice and the rental deposit paid by him will be forfeited by the Tamil Nadu Housing Board.

xxiv) (a) Besides, a penal rent at 50/- ever and above the existing rent will be collected for the period found under sub-let.

(b) The tenancy may be terminated by either party without assigning any reason, after giving one month's notice to the other party.

IN WITNESS WHERE OF THE LESSEE

has here unto set his hand and the Assistant Secretary on behalf of the Tamil Nadu Housing Board has here up to set his hand, the day and your first above written.

Signed by lessee:

ASST.SECRETARY (Rental)
TAMIL NADU HOUSING BAORD

Address:

In the presence of witness: