

Scheduled 3-B/1
(Agreement for hiring of buildings in areas where rent Control Law is not in force)

THIS DEED OF LEASE MADE THISday of20..... between s/o..... by caste by occupation At present residing at (hereinafter referred to as the Lessor/Lessors which expression shall unless excluded by or repugnant to the context be deemed to include his/her/their respective heirs, executors, administrators, legal representative and assignees) of the one part AND THE PRESIDENT OF INDIA (hereinafter referred to as "the Lessee") of the other part.

(1) WHEREBY it is agreed and declared as follows:

In consideration of the rent hereinafter reserved and of the other conditions herein contained the Lessor/Lessors has/have agreed to let and hereby let(s) to the lessee the Urban/Rural land, hereditaments and premises known as situated at and consisting of together with all the buildings and erection, trees, fixtures and fittings standing and being thereon (hereinafter called the said premises) more particularly described in Schedule "A" hereto and marked with line on the plan attached to these presents.

(2) The lease shall commence on the Day of 20..... And shall subject to the terms hereof continue for a term of years.

(3) (i) The Lessee shall subject to the terms hereof pay rent for the said premises at the rate of Rs. (Rupees) only per month payable monthly by the 20th day of the succeeding month. In the event of the terms hereby created being terminated as provided by Clause 2 and 10 hereof the lessee shall pay only a proportionate part of the rent for the fraction of the current month upto the date of such determination.

(ii) The lessor shall submit a pre-receipted bill in triplicate for the rent due, at least ten days before the date stipulated in Clause 3 (i). In the event of his failure to submit the pre-receipted bill or to present himself/herself/themselves or depute his/her/their representatives to receive rent, the lessee may remit the same by a cheque crossed "Account Payee" by registered post, which would be deemed to be the payment of rent by the lessee. The payment of rent may also be made by money order at the risk, responsibility and expense of the lessor.

(4) The said premises shall be deemed to include the fixtures and fittings existing thereon as shown in Schedule 'A' above referred to, and the lessee shall, upon the expiration of the terms hereby created or any renewal thereof and subject to Clause 10 hereto, yield unto the said premises including fixtures and fittings in as good condition as received, fair wear and tear, damage by fire, Acts of God, riots or other civil commotion, enemy actions and/or other causes not within the control of the lessee excepted : PROVIDED THAT the lessee shall not be responsible for any structural damage which may occur to the same during the terms hereby created or any renewal thereof.

(5) The lessee shall be entitled to use the said premises for any purpose whatsoever during the continuance of the tenancy.

(6) The Lessor/Lessors shall pay all rates, taxes, assessments, charges and other outgoings whatsoever of every description which under the statute are primarily leviable upon the lessor and shall keep the premises free from all encumbrances and interference in this behalf. Rates and taxes primarily leviable upon the occupier shall be paid by the Government.

(7) The lessee shall pay all charges in respect of electric, power, light, gas and water used in the said premises during the continuance of these presents. The lessor should submit the bills within one month from the receipt of the same from the concerned authorities and the same shall be paid within one month by the lessee after receipt from the lessor.

(8) The lessor shall at all times during the occupation of the said premises by the lessee at his/her/their own expenses:

- (i) Keep in good, tenable and substantial state of repairs and condition to the satisfaction of the lessee all buildings and premises and outer walls, roof and outside of the buildings, the drains, cisterns, gas and water pipes, electric and other installations, compound walls and fences thereunto belonging and all fixtures and additions thereof, and
- (ii) Execute any works which shall be necessary to keep the said premises in good sanitary repairs and conditions : PROVIDED that in the event of the lessor failing to execute such repairs and/or works within 15 days after written notice by the lessee to the satisfaction of the lessee, the lessee shall have the right either to execute the necessary repairs and/or works at the cost of the lessor and to deduct the full cost (including supervisory and/or departmental expenses) from any sum due to the lessor under this deed without prejudice to any other rights and remedies of the lessee subject to the condition that the amount to be deducted shall in no case exceed one month's rent in a year, or to consider the lease by the fact of such failure to be null and void : PROVIDED FURTHER THAT where in the opinion of the lessee or its duly accredited representative in order to safeguard the said property or the safety or health of the occupants thereof the immediate execution of repairs of the nature referred to above it is essential or where in the opinion of the lessee it is against public interest to allow entry into the premises by the lessor, his agents or workmen to carryout the requisite repairs the lessee shall be at liberty to execute such repairs after notifying the lessor thereof and to recover the expenses thereof (including supervisory and/or departmental expenses) from any sum due to the lessor under this deed or otherwise as the lessee shall think fit subject to the condition that the amount so to be deducted shall in no case exceed one month's rent in a year.

(9) THE lessee may at any time during the term hereby created and any renewal thereof make such structural alterations to the existing buildings and erect upon the said premises such buildings or installations or other works and install therein such fittings and fixtures as it may think fit : PROVIDED ALWAYS THAT such buildings, installations or other works, fittings and fixtures, shall remain the property of the lessee who shall be at liberty to remove and appropriate to itself any or all of them at the expiration of the term hereby created or any renewal thereof : PROVIDED FURTHER that the lessee shall hand over the said premises in the same condition as they were in at the commencement of these presents fair wear and tear and damage by fire or other causes beyond the control of the lessee excepted, or at its option pay compensation in lieu thereof : PROVIDED FURTHER that such compensation shall not exceed the value of the said premises at the date of the expiry or determination of these presents if they had remained in the same structural state and condition of repairs as they were at the commencement of the lease.

(10) The lessee shall be released from paying any rent in respect of the whole or any such part of the said premises as might be rendered uninhabitable by fire, Acts of God, riots or other civil commotions enemy and/or other causes not within the control of lessee and in such cases the rent payable hereunder shall be accordingly apportioned or at its option the lessee shall have power to terminate these presents forthwith without prejudice to its right to remove the works, fittings, fixtures and machinery under clause 9 hereof.

(11) The lessee shall not be liable for the loss of profit or loss of good will arising from its occupation of the said premises or for any amount of compensation in respect of the said premises other than the rent payable as aforesaid and the lessor shall make no claim in respect thereof.

(12) The lessor agrees with the lessee that the lessee paying the rent hereby reserved and observing and performing the condition and stipulations herein contained on the lessee's part to be observed and performed shall peacefully hold and enjoy the said premises during the said term without any interruption or disturbance from or by the lessor or any person claiming by, through or under him/her/them.

(13) The lessee shall be entitled to terminate the lease at any time by giving to lessor one month's previous notice in writing of his intention so to do.

(14) Any notice to be made/or given to the lessee under these presents or in connection with the said premises shall be considered as duly given if sent by the lessor through the post by registered letter addressed to the Defence Estates Officer on behalf of the lessee and any notice to be given to the lessor shall be considered as duly given if sent by the lessee through the post by a registered letter addressed to the lessor (or if there shall be more than one lessor to any of them) at his/her/their last known place of abode. Any demand or notice sent by the post in either case shall be assumed to have been delivered in the usual course of post.

(15) SUBJECT as hereinbefore otherwise provided, all notices to be given all other actions to be taken on behalf of the lessee may be given or taken on behalf of the lessee by or any officer for the time being entrusted with the functions, duties and powers of the said

(16) All questions and matters in dispute and differences between the parties hereto touching, arising under or out of or in connection with the subject matter of these presents or any covenant, clause or thing therein contained or otherwise arising out of this lease (except as to matters the decision of which is specially provided for by these presents) shall be referred to the sole arbitration of any person appointed by the Director General, Defence Estates, Government of India, Min. of Def. New Delhi. It will not be an objection if arbitrator is a Government servant, that he had to deal with matters to which this lease relates or that in the course of his duties as a Government Servant he has expressed views on all or any of the matter in dispute or difference. The award of the arbitrator shall be final and binding on the parties. It is a term of the lease that in the event of such an arbitrator to whom the matter is originally in the event of such an arbitrator to whom the matter is originally referred being transferred or vacating his office by resignation or otherwise or being unable to act for any reason the Director General, Defence Estates shall appoint another person to act as arbitrator. It is also a term of this lease that no person other than a person appointed by the Director General, Defence Estates should act as Arbitrator, and if for any reason that is not possible the matter is not to be referred to arbitration at all. The arbitrator may with the consent of the parties enlarge the time from time to time for making and publishing the award. Save as it aforesaid, the Arbitration Act, 1940, and the rules made thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

SCHEDULE 'A' ABOVE REFERRED TO

NORTH BY
SOUTH BY
WEST BY
EAST BY

In witness where of these presents have been executed by the lessor and by the for and on behalf of the President of India the day and year first above written.

SIGNED BY THE ABOVE NAMED

.....
....., Lessor

In the presence of

Witness :

- 1.
- 2.

SIGNED for and on behalf of the President of India by in the Presence of

Witness :

- 1.
- 2.