

**AGREEMENT TO LEASE OF LAND FOR CONSTRUCTION OF HOUSE**

This Deed of Lease ("Agreement") is made at \_\_\_\_\_ on this \_\_\_\_\_ day \_\_\_\_\_

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Between

Shri \_\_\_\_\_ s/o Shri \_\_\_\_\_, resident of \_\_\_\_\_, hereinafter referred to as "Lessor" which expression shall, unless contrary to the context or meaning hereof, include hisheirs, legal representatives and assigns) of One Part;

And

\_\_\_\_\_ (Hereinafter referred to as "Lessee" which expression shall, unless contrary to the context or meaning hereof, include its heirs in title, legal representatives, assigns, associates, affiliates, subsidiaries, and other authorized companies) of the Second Part

WHEREAS the Lessor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the piece of land bearing Plot No. \_\_\_\_\_ situated at \_\_\_\_\_ more particularly described in the Schedule hereunder written; and hereinafter referred to as the "said premises".

WHEREAS the Lessor has claimed that it has a valid and free right to lease the Demoted Land for residential / commercial use and is legally competent to join the Demoted Premises lease;

AND WHEREAS the Lessee has asked the Lesser to issue a lease to the said premises for the construction of a house on which it is intended to be used for its residential purposes or for rental for residential purposes.

And WHEREAS the Lessee has asked the Lessor for taking on rent the Demised Land for constructing of building for commercial/residential purposes

NOW THESE PRESENTS WITNESS and the parties hereby mutually agree as follows:

1. The Lessor agrees to demise to the lessee and the Lessee agrees to take on lease the piece of land bearing Plot No. \_\_\_\_\_ situated at \_\_\_\_\_ (more particularly described in the Schedule hereunder written), for a period of 99 years at a yearly rent of Rs \_\_\_\_\_ to be paid in advance from the date of the Deed of Lease. The lessee shall also be liable to pay the taxes, assessment dues and duties payable in respect of the said premises and the building constructed thereon to the Municipal Corporation of \_\_\_\_\_ Government of \_\_\_\_\_ or any local or other authority.
2. The Lessor shall make simple and marketable title to the said premises free of charge, mortgages, charges, bonds, claims or fair doubts.
3. That the Lessor hereby gives the Lessee the power to construct on the Demised Land any building / structure that may be deemed fit by the Lessee under the local laws / permissions / approvals applied to the Demised Land and the Lessee undertakes to carry out on the Demised Land any construction that is within the scope of the permission / approval given by the local authorities in respect of the Demised Land.
4. The Lessor shall produce or cause to be produced to the Lessee or his Advocate the documents of title in his possession or power in a respect of the said premises for investigation of title to the said premises.
5. The Lessee's Advocate shall send the Lessor or his Advocate on title to the said premises within one month from the date of creation of the title deeds for review, failing which the Lessee shall be deemed to have acknowledged the title of Lessor of the said premises.
6. The Lessor shall grant lease within one month of lessor making out a marketable title as aforesaid or the lessee accepting the title of the lessor.
7. The Lessor shall complete the transaction of lease within a period of three months from the date hereof and shall hand over the vacant possession on the date of completion of the said premises to the lessee.
8. The Lessee shall bear the responsibility of stamping, filing fees and other expenses relating to the Deed of Contract. The Lessor shall bear and pay all other expenses borne by him, including those of his Advocate.

9. If the lessor fails to complete the transaction within the specified time or to make marketable title to the said premises available, the lessor shall have the option of cancelling this Agreement by one month prior notice to the lessor.

IN WITNESS WHEREOF, the parties have put their respective hands, the day and year first hereinabove written.

Signed and delivered by the within named lessor

Signed and delivered by the within named Lessee

WITNESSES;

1.

2.