

IN-PRlse32

## **Deed of Lease: Warehouse**

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The [Name]  
of [address] "the Lessor"  
of [address] "the Lessee"

The subject property is: [address] And Consists of [details]

[Use additional sheet of paper- if ] " "

Start date of Lease: [date]

End date of Lease: [date]

The rent: [amount] Indian Rupees per month payable in advance  
within .

The terms of this agreement are as follows:

## 1. Entire agreement

- 1.1. This agreement constitutes the entire understanding between the parties hereto on the subject matter hereof and supersedes and cancels all previous agreements, understandings,
- 1.2. Any amendment to this agreement shall only be valid if made in writing and signed by

## 2. Purpose of agreement

- 2.1. The Lessor has offered the Demised Premises on Lease and the Lessee has agreed to take the Demised Premises on
- 2.2. The parties with an intention of making the terms of their relationship as explicit and clear

### **3. Lease**

The Demised Premises has been given by the Lessor and taken by the Lessee exclusively for warehousing usage and the Lessee shall not resort to deviate

### **4. Renewal of Lease**

Upon the expiry of the initial term of Lease as contemplated hereinabove, at the sole option of the Lessor the Lease shall be renewed, upon such terms and conditions inclusive of the quantum of

### **5. Transfer, Sub-letting, Assignment and Indemnification**

- 5.1. The Lessee shall not sublet, transfer or assign its interest in the Lease to any other
- 5.2. The Lessee shall indemnify and keep the Lessor indemnified against any claim, demand, suit, prosecution, proceedings, costs, charges, penalties, impositions, levies or expenses to which the Lessor may become

### **6. Payment of Rent**

- 6.1. The amount of rent specified above is exclusive of service tax [which at present is %] and any other
- 6.2. The Lessee shall be at liberty to deduct at source any or all taxes that may be subject to deduction under the provisions of the Income / / -
- 6.3. The Lessee will be responsible for providing TDS certificate to the Lessor

6.4. The payment of rent shall be as per the option of the Lessor and shall be paid by [NEFT / Cheque / DD](#) by [ ] .

6.5. The Lessee shall be liable to pay [%]

6.6. Upon the [termination / expiry](#) of the present Lease arrangement, the Lessee shall ensure peaceful hand over of vacant possession

/  
, , , /

6.7. The Lessor shall be responsible for raising an invoice for the payment of rent [ ]

6.8. If the Lease term begins or ends on a day other ,

## 7. Security Deposit

7.1. Security Deposit is a

7.2. The Lessee shall deposit with the Lessor an interest free refundable [ ] -

7.3. The Lessor shall refund the Security Deposit, upon termination or

7.4. If Lessor fails to return the Security Deposit without valid reason on the due date then the Lessor ,  
[%]

7.5. If the Lessee fails to pay rent, or otherwise defaults under this Lease, Lessor may use,

7.6. If Lessor has to use or apply all or any portion of the security Deposit,  
[ 10 ]

## 8. Duration and Termination

8.1. The initial term of this Lease is [ ]

8.2. The Lessee will not be entitled to terminate this Lease without cause  
[ 12 ]

12

8.3. If the Lessee wishes to terminate the Lease during

8.4. The Lease may be

8.5. If the Lessee wishes to renew the Lease,  
[ [ 3 ] ]

8.6. If the Lessor, after written notice of the Lessee, does not

## 9. Commissions

9.1. The Lessor [has / has not](#)

9.2. Parties shall be liable to and responsible for  
[ ] ,

## 10. Obligations of the Lessee

10.1. Lessee agrees to [ 5 ] ;

10.2. The Lessee shall at his own costs engage adequate security personnel both

10.3. The Lessee shall be responsible for making payment of electricity  
[ / - ]

10.4. The Lessee shall maintain the

10.5. Lessee shall not make any structural

10.6. The Lessee shall not store any explosive, inflammable, ,

10.7. The Lessee shall not light fires or ,

10.8. No cooking of food shall be permitted within the Demised Premises but

10.9. Safe, indirect heated oil circulating heaters

10.10. Lessee will at his own costs install and maintain

10.11. The Lessee shall be responsible

10.12. The Lessee undertakes to obtain all risk

10.13. In addition, the Lessee shall insure and keep

10.14. Lessee shall provide a

10.15. The Lessee undertakes to take all reasonable steps to prevent any

10.16. The Lessee shall be liable to bear the

10.17. Lessee shall also be liable at his own cost to do all

10.18. Lessee shall restore the Demised Premises to its original

10.19. Lessee shall ensure that no vehicles

10.20. Common Areas in front of Demised Premises may be used



10.21. It shall be the responsibility of the Lessee to ensure

10.22. The parking of personal vehicles belonging to the Lessee's

10.23. Lessee represents that he is aware of the limited access for vehicular  
[ 20  
40 ]

10.24. Lessee will be responsible for managing entry of the goods vehicles

10.25. Lessee represents that it will manage its incoming

10.26. Lessee confirms that it is prepared to arrange it's  
[ 9 7 ]

10.27. The Lessee shall obtain, pay for,

## **11. Rights of the Lessee**

11.1. The Lessee shall be permitted to put up signboard without

11.2. The Lessee shall also be responsible for removing

11.3. The Lessor hereby agrees and confirms that the Lessee shall have the responsibility and right to put up electric cabling from Lessor

11.4. The above will be done after submitting written plans and details

11.5. Construction of mezzanine is not permitted.

11.6. Lessee shall be solely responsible for all acts

## **12. Representation and Warranties by the Lessor**

12.1. The Lessor shall be responsible, during the term of the Lease, for making payment

/

12.2. The Lessor shall also confirm peaceful and quiet enjoyment of the Demised Premises by the Lessee for

12.3. The Lessor shall be responsible for carrying out at its own cost

12.4. The Lessor shall be responsible for making periodic inspection of the roof and get any waterproofing required for

12.5. The upkeep and maintenance of the exterior

12.6. The Lessor shall also be responsible for maintaining the drainage system,

12.7. The Lessor shall arrange for insurance of the Demised Premises against loss

12.8. The Lessor shall provide water on

12.9. If Lessee wants water at other locations in Demised Premises

12.10. The Lessor will provide one sub-panel [ 20  
100 ]

12.11. Lessee shall be responsible for extending

12.12. Electricity supply shall be on chargeable basis on actual

“ ”

12.13. If Lessee wants to improve electricity supply

12.14. If Lessee wants back up power then Lessee shall install

12.15. The Lessor shall provide to the staff of the Lessee, its contractors, and other persons permitted

12.16. No vehicles, and/or two

12.17. Common Areas shall not be used for unloading or loading of goods or for temporary or

12.18.

### 13. Refund of Security Deposit

13.1.

[[ 7 ] ]

13.2.

13.3.

13.4.

[ [ 1 ]

],

[%]

## 14. Lessor's right to inspect

14.1.

14.2.

## 15. Termination

15.1.

15.1.

[ ( 15 ) ]

( 15 )

15.2.

15.3.

15.4.

[ ( 3 ) ]

15.5.

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15.5.1

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15.5.2

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## **16. Vacant possession**

16.1.

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16.2.

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## **17. Removal of internal construction & trade fixtures**

17.1.

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17.2.

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## **18. Improvements**

## 19. Lease agreement copies

## 20. Indemnification

## 21. Destruction of premises

21.1.

21.2.

21.3.

21.4.

21.5.

21.6.

## **22. Action by Government**

22.1.



22.2.

22.3.

22.4.

## **23. Registration**

23.1.

23.2.

23.3.

23.4.

## **24. Notices**

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24.1.

[ - ] ;  
/

24.2.

[ - ] .  
/

## 25. Headings

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## 26. Waiver

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## 27. Dispute resolution

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## 28. Miscellaneous

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]

[

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[ ],

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Signed and delivered by the within named Lessor [\[Name\]](#)

Witness name:

[\[Name\]](#)

Signature:

Signed and delivered by the within named Lessee- [\[Name\]](#), through its authorized representative.

Witness Name:

[\[Name\]](#)

Signature:

## Schedule-1

“ [ ] . .] .  
[ ] , [ ]  
[ ] [ ] . .], [ ]  
.

Sketch of Warehouse [\[address\]](#).

## Explanatory notes:

### Deed of Lease: Warehouse

#### General notes:

1. It is very helpful to both parties that an accurate site plan of the property
2. The term of lease is also important to be determined in advance of entering into the lease arrangement for both the parties. Certain issues relating to the payment of stamp duty and
3. The norm relating to refundable security deposit is dependent mostly upon the term of lease. It is advisable however, that three months' rent as refundable security and three months' rent as advance may be obtained to be used as
4. Water and electricity charges fall under the category of expenses and user charges and the Lessee
5. Lease agreement cannot be used as evidence in any court, unless stamp duty has been paid and the document is appropriately stamped. The
6. The stamp duty payable on a lease for the period up to one year is
7. It is always beneficial to define the user allowed in respect of the leased property to prevent misuse of the property for any other purposes than allowed by the law. It is the Lessor
8. While in possession of the property, it is the responsibility of the lessee to maintain the leased property in particular state of existence hence it is always advisable

9. It is always better that the lessor makes it clear to the lessee by way of the detailed
10. The clause relating to lock-in period seeks to protect the interests of the landlord in saving the costs likely to be incurred
11. The review of rent should essentially be on a yearly basis and this condition must apply to all
12. The settlement of all disputes with respect to

**End of notes**