

## **AGREEMENT FOR BUILDING LEASE**

THIS AGREEMENT is made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ between Mr. \_\_\_\_\_ residing at \_\_\_\_\_ hereinafter referred to as 'The Lessor' of the One Part and Mr. \_\_\_\_\_ residing at \_\_\_\_\_ hereinafter referred to as 'The Lessee' of the Other Part;

WHEREAS the Lessor is absolutely seized and possessed of a vacant piece of land situate at \_\_\_\_\_ and more particularly described in the Schedule hereunder written.

AND WHEREAS the Lessor Is entitled to hold the said land being within the ceiling limit.

AND WHEREAS the Lessee has requested the Lessor to give the said piece of land on a long lease to enable the Lessee to construct a building partly for his own residence and partly for letting out the same.

AND WHEREAS the Lessor has agreed to grant a lease of the said plot of land to the Lessee on the following terms and conditions.

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

1. The Lessor agrees to demise and the Lessee agrees to take on lease the said piece of vacant land more particularly described in the Schedule hereunder written for a term of 99 years from the date of the Deed of Lease to be executed as hereinafter mentioned at the yearly rent of Rs. \_\_\_\_\_ and subject to the terms, conditions and covenants hereinafter contained.
2. The Lessor shall make out a marketable title to the said land free from any encumbrances and reasonable doubt.
3. The Lessor shall produce the documents of title to the Lessee or his Advocate for inspection and investigation of title to the said land. within eight days from the date hereof.
4. The Lessor will allow the Lessee to enter upon the said land, after he is satisfied with the title of the Lessor for the purpose of constructing a building thereon as hereinafter provided.
5. The Lessee agrees and covenants that -
  - (a) He will enter upon the said piece of land for construction of a building only as a licensee until the building is constructed and the Deed of Lease is executed in his favour and till then he "I have no right as a tenant or lessee to the said land.
  - (b) The Lessee will pay all the municipal taxes in respect of the said plot of land and the building to be constructed thereon if any payable until completion of the building and execution of the Deed of Lease.

(c) The Lessee shall after entering upon the said land as aforesaid commence and complete a building thereon as per plans to be sanctioned by the \_\_\_\_\_ Municipal Corporation.

(d) The Lessee will get the plans of the Proposed building Prepared by his architect for being submitted to the Municipal Corporation. The Building shall consist of a ground and \_\_\_\_\_ upper floors and the total built up area will not exceed the F.S.I. available. The construction cost of the said building will not be less than Rs \_\_\_\_\_ and the Lessee shall use quality building material and specifications on that basis.

(e) The Lessee shall not construct any work which will be unauthorized or against the Municipal building rules and regulations.

(f) The Lessee shall do the digging work for foundation to the extent necessary and shall not remove and dispose of any earth or gravel from the said land.

(g) The Lessee shall not also bring any unnecessary material on the said land.

(h) During construction of the building the lessee shall have the property insured against fire and accident.

(i) The Lessee shall on completion of the building obtain and produce for the Lessee's inspection the completion certificate of the Municipal Corporation.

(j) The building will be constructed at the costs of the Lessee including the fees payable to architects, Surveyors, Engineers, labours etc.

(k) The Lessee shall indemnify and keep indemnified the Lessor, against all losses, costs, charges and expenses that the Lessor may suffer or incur due to any claim from any person regarding the said construction or due to any accident or due to breach of any rule and regulation Of the Municipal Corporation or Govt.

(l) During construction the Lessee shall take precaution to see that no nuisance or annoyance is caused to the adjoining owners or Occupiers of other properties

6. On the completion of the building as aforesaid and the Lessee obtaining the completion certificate, the Lessor shall execute a deed of lease of the said plot of land with the building thereon for a period of 99 years from the date of the lease at the yearly rent of Rs \_\_\_\_\_. The Deed of Lease will be in the form which has been approved by the parties hereto and a copy thereof is hereto annexed and marked 'A' for Identification.

7. For the use and occupation of the said land for construction the Lessee shall pay to the Lessor, a lumsum of Rs. \_\_\_\_\_ before the execution of the Lease.

8. The said building will be constructed and completed within a period of one year from the date hereof provided that, if the work is held up or delayed for any reason beyond the control of the Lessee, the said period shall be extended for such further period as may be expected to be required for completion of the building but not exceeding \_\_\_\_\_ months.

9. If the building is not completed within the said period, the Lessor shall have the option to cancel this agreement by one month's prior notice to the lessee and on the cancellation of this agreement the Lessee shall remove all work of construction and hand over vacant possession of the said plot to the Lessor within one month from the date of cancellation unless the Lessor agrees to take over and purchase the construction work and building material at the cost that may be agreed upon between the parties.
10. All the costs including stamp duty and registration charges of and Incidental to the Deed of Lease will be borne and paid by the Lessee. The Lessor will pay the fees of the Lessor's Advocate.
11. The Deed of Lease will be executed in duplicate and one original copy will remain with the Lessee and the other will remain with the Lessor.
12. In the event of any dispute arising between the parties hereto in respect of this agreement the same will be referred to arbitration of a common arbitrator If agreed upon, otherwise to two arbitrators one to be appointed by each party and the arbitration will be governed by the Arbitration & Conciliation Act, 1996.

**The Schedule Above Referred to**

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 \_\_\_\_\_  
in the presence of \_\_\_\_\_**

**Signed and delivered by the within named Lessee \_\_\_\_\_  
in the presence of \_\_\_\_\_.\_\_\_\_\_**