

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and effective on _____ between the President of India represented by the National Highways & Infrastructure Development Cooperation Limited, (NHIDCL, under the Ministry of Road Transport and Highways, Government of India) (hereinafter referred to as "Lessee" which expression shall unless excluded by or repugnant to the context, shall include successors in office, legal representatives, nominees and assignees) and _____ ("Lessor" which expression shall mean to include his spouse, heirs, successors, legal representatives, nominees and assignees).

The Lessor is possessed of or otherwise well and sufficiently entitled to the building bearing _____ of _____ and land at Ngopa, and hereby agrees to rent to Lessee the third floor of the said building of carpet area _____ Sq.m along with garage space for 1 light vehicles ("Premises") for use as Office.

This lease agreement shall be subject to the following terms & conditions:

1. PREMISES & TERM.

The Lessee has examined, inspected and accepts the Premises mentioned above in its present condition. The term of this Lease shall start on the date mentioned above, and shall terminate Three (3) years henceforth, unless renewed by mutual consent of both parties.

2. RENT.

A. The Lessee agrees to pay, without demand, to Lessor as rent for the Premises the sum of Rs. _____ (Rupees _____) per month on or before the 10th of the following month, to the Lessor by depositing the said amount in the Bank name _____ and A/c No. _____ of the Lessor.

B. The Lessee also agrees that the monthly rent shall be revised and enhanced after the completion of one year as the annual escalation of rent which shall be 4% of the agreed monthly rate of Rs. _____/- (Rupees _____).

3. SECURITY DEPOSIT.

The Lessee agrees to deposit with Lessor a sum equivalent to three months' rent as security deposit, refundable to Lessee without interest, following full and faithful performance by Lessee of this Lease. In case of damage to the Premises caused by Lessee or Lessee's agents or visitors, Lessor may use funds from the deposit to repair, but not limited to this fund alone. This deposit is not in lieu of monthly house rent.

4. ELECTRICITY, WATER & OTHER CHARGES.

A. The monthly Premises rent mentioned above does not include charges for electricity, and the same will be paid by the Lessee to the concerned Government departments, for which the Lessor agrees to provide separate meters for the said services. The Lessee shall ensure timely remittance for these charges and in case of default will bear any consequential penalties. The said charges shall payable by the Lessee from the date of this Lease.

B. It is agreed that the Lessor shall pay Land Tax, Property Tax and any other conventional charges pertaining to the landed property or the overall building to the concerned authorities. The Lessee shall bear all charges due to the Government arising out of the professional utilization (i.e Electricity charges, Phone/Internet charges etc.) of the Premises by the Lessee except the water charges.

C. The lessor will provide adequate water supply for the Camp office in Ngopa. The cost of water supply is included in the cost of Rent for the same (At least 4000 Liters).

5. USE OF PREMISES & SUBLETTING.

A. The Lessee agrees to comply with health and sanitary laws, ordinances, rules, and orders of appropriate government authorities and locality associations, if any, with respect to the Premises.

B. The Lessee shall use the Premises for the purpose of an Office of NHIDCL and agrees to not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises to a third party.

C. The Lessee agrees not to or suffer to be done in or upon the Premises anything whatsoever which maybe or become a nuisance or annoyance to the Premises or surroundings.

6. ALTERATIONS AND IMPROVEMENTS.

A. The Lessee agrees to make structural alterations or make other improvements (internal or external) to the Premises only with the prior consent of Lessor, and such consent shall not be unreasonably withheld. The Lessor agrees that the Lessee can affix sign/ name boards of reasonable size to indicate the Lessee's presence at the Premises.

B. All alterations, changes, and improvements built, constructed, or placed on or around the Premises by Lessee that can be properly removable without damage to the building or the land shall be the property of the Lessee at the termination of this Lease. Otherwise, the Lessee agrees to transfer ownership of such constructions to the Lessor.

7. MAINTENANCE AND REPAIR.

A. The Lessee agrees to keep and maintain the Premises and appurtenances in good and sanitary condition during the term of this Lease. The Lessee shall, at his cost, make all required Minor repairs to the plumbing and electric fixtures, other mechanical devices and systems, floors, ceilings and walls whenever damage to such items shall have resulted from Lessee's misuse, waste, or neglect, or that of the Lessee's employees, agents, or visitors. However, any major repair required like Fault in Water pipeline system, Sewerage system, septic tank and related pipelines etc. shall be carried out by the lessor.

B. The Lessor agrees to carry out periodical maintenance for the overall hygiene, sanitation and congeniality of the surroundings of the Premises. The Lessor shall also ensure periodical distempering, whitewashing & painting of the Premises, carry out major/minor repairs of structural damages to the overall building, provide adequate supply of water and electricity as per availability from Government sources and ensure adequate parking space for the Lessee's light vehicles.

C. The Lessor and Lessor's agents shall be permitted at all reasonable times during the term of this Lease to enter the Premises for the purpose of inspecting the premises and/or making any repairs to the premises or to carry out the Lessor's duties as required under this Lease.

8. DANGEROUS MATERIALS / ANIMALS.

A. The Lessee agrees not to keep or have on or around the Premises any article or thing of a dangerous, inflammable, or explosive character that might increase the danger of fire on or around the Premises or that might be considered hazardous, nor keep or have on or around the Premises any article that is banned by law, such as narcotics / psychotropic drugs.

B. The Lessee agrees not to keep domestic or other animals in or about the Premises without the prior consent of Lessor.

9. TERMINATION OF LEASE.

It is hereby agreed by the parties that, notwithstanding anything contained herein during the subsistence of this agreement the Lessee or the Lessor shall have the option to terminate this agreement by giving to each other Three months prior notice, and this agreement will accordingly stand terminated on the expiry of the said period of notice. At the expiration of the Lease, Lessee shall quit and surrender the Premises in as good a condition as it was at the commencement of this Lease, reasonable wear and tear and damages by the elements excepted.

10. SECURITY & INSURANCE.

A. The Lessee acknowledges that Lessor does not provide a security alarm system or any security for the Premises or for Lessee and that any such alarm system or security service, if provided, is not represented or warranted to be complete in all respects or to protect the Lessee from all harm. The Lessee hereby releases Lessor from any loss, suit, claim, charge, damage or injury resulting from lack of security or failure of security. Lessee also acknowledges that Lessor will

not provide insurance coverage for Lessee's property, nor shall Lessor be responsible for any loss of Lessee's property, whether by theft, fire, acts of God, or otherwise.

B. If, during the effect of this Lease, the Premises shall be destroyed by an event like fire, earthquake, lightning, violence of a mob or enemy or any means other than the negligence or fault of the Lessee so as to become unfit for occupation, then the payment of the rent maybe suspended until the deemed premises shall have been again rendered fit for occupation or use.

11. SEVERABILITY, BINDING EFFECT & AMENDMENTS.

If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. The covenants and conditions contained in the Lease shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties. The Lessee also acknowledges the right of the Lessor for amending this Lease due to justified reasons of compliance to laws, public interest, oversight etc.

12. GOVERNING LAW.

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the **state of Mizoram.**

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

(.....)
(Lessor)

(Signature and full name of Lessee)

Date: _____

Date: _____

Witness:

