

THIS DEED OF MEMORANDUM OF TENANCY AGREEMENT is made on the
day of August 2023 at Kanpur

BETWEEN

-----are resident of ----- which unless repugnant to the context includes their heirs, assignees representatives or persons claiming through or under them at one part and hereinafter referred to as the Lessorsat one part

AND

National Highways Authority of India (NHAI) G-5 & 6 ,Sector -10 Dwarika , New Delhi 110075 through Project Director, kannauj which unless repugnant to the context includes their heirs, assignees representatives or persons claiming through or under them at one part and hereinafter referred to as the Lessee

.....on the other Part

WHEREAS the Lessors are owner and landlord of a -----
----- ,which hereinafter is referred to as “ the demised Premises
“and boundaries of which are given at the foot of this deed.

AND WHEREAS the Lessee having been interested in taking the demised premises on rent for the commercial use and purpose of it/s officers ,contacted the Lessors and made an oral offer to them to take the demise premises on rent on month to month basis on terms and conditions which were the part of the said oral offer.

AND WHEREAS after negotiation between the lessors and the lessee, the Lessors accepted the offer made to them by the Lessee subject to the terms and conditions mutually agreed and settled and agreed upon between them orally and thus there was a concluded contract of tenancy on month to month basis between the Lessors and the Lessee regarding the demise premises within the meaning of Indian contract Act 1872 and in pursuance thereof the Lessor has delivered possession of the demised premises to the Lessee on..... and as such valid tenancy came into existence between the parties to this deed under section 107 of transfer of property Act 1882 through oral agreement accompanied by delivery of possession of the demise premises on

AND WHEREAS it has been decided between the Lessor and the Lessee to record a memorandum in writing of the terms and conditions already orally settled between them regarding the demised premises and performed by them so that there may not be any future dispute and differences between them or person / persons

claiming through or under them about the terms and conditions of the tenancy of the demises premises or its interpretation

Now This Deed of memorandum of records witnesses as follows :-

1. That in pursuance of the tender accompanied by delivery of possession, the Lessors have let out the demised premises to the Lessee on month to month basis which would automatically be renewed before expiry of the year, by making payment of rent for the first month of the succeeding years which can be renewed for maximum period of 3 years meaning thereby that the maximum period of the lease would be of three years.
2. That the Lessee would use the demise premises only for the commercial purpose of its officers and for no other purposes whatsoever. Possession shall be handed over to Lessee (01.10.2023) within one month from date of agreement.
3. That the Lessee would be paying to the Lessors monthly rent of Rs.----- for the use of the demise premises which is inclusive of taxes against receipt proper receipts issued by the Lessors. As per the terms and condition settled between the Lessors and the Lessee, the Lessee shall pay one month rent in advance and he would pay future rent by the end of 10th day of each succeeding month for which the rent has fallen due and in case of default in payment of rent of two continuous succeeding months the Lessors would have right to forfeit the lease and re-enter into the demised premises.
4. That the Lessee has further agreed to enhance the rent of the demise premises after completion of every year of 5% of the rent last payable by the Lessee to the Lessor
5. That the electricity and water charges and dues as per the meter reading or as per the bill raised by the concerned authorities in this regard would directly be payable and paid by the Lessee and the Lessors would not be liable or responsible for the same.
6. That it is agreed upon between the Lessors and the Lessee that that at the time of occupation, the lessee shall ensure that all sanitary, electrical and other fittings and fixtures are in perfect order and shall be responsible to restore them in the conditions in which they have been taken over, natural wear and tear expected.
7. That the Lessee would not make any structural alteration, addition or changes in the demised premises without prior permission in writing of both the lessors and the cost of such construction, if permitted by the lessors would be borne by the Lessee.
8. That the Lessee would not sub-let or part with possession of the demised premises as a whole or any part thereof without the prior permission in writing of both the Lessors and at the time of termination of lease or earlier hand over vacant possession of the

demises premises to the lessors in as good condition as it was at the time of the commencement of the lease.

9. That the Lessee would be wholly responsible to keep the demised premises in good and usable condition, except the normal wear and tear at his own cost and expenses during his stay in the demised premises and the Lessors or their authorised representatives and agents would have every right to enter into the demised premises, after due prior notice.
10. That the Lessee would be responsible and would at the time of vacation of the demised premises ensure that all sanitary, electrical and other fittings and fixture are in perfect order and the lessee would be responsible to restore them in the same condition in which they were at the time of taking possession of the demised premises by the Lessee except the natural wear and tear.
11. That the Lessor would carry out necessary ordinary repairs, white wash for making the demised premises in habitable condition during the subsistence of the lease period.
12. That it would be the right of the Lessee or Lessor to terminate the lease during its subsistence but that right would be subject to the condition that the lessee/ lessor would give Two (02) month prior notice in writing in this regard to the lessee/ lessor as the case may be.
13. That pursuant to the tender arrived between the Lessors and the Lessee, the Lessee shall deposit interest free sum of Rs -----
-----only with the Lessors within 10 days of agreement, receipt whereof is hereby acknowledged by the lessors towards due performance of the terms and conditions of the oral lease agreement arrived at and settled between the Lessors and the Lessee which have been recorded above in this memorandum of lease agreement and in case of breach of any term or condition by the Lessee, the Lessors would have right to forfeit the entire amount of security money and in that Lessee would have no objection in such forfeiture of money by the party to the first part. However, as per the terms of tenancy settled between the Lessors and the Lessee the said sum of Rs ----- would be refunded to the Lessee provided after deduction of balance rent/ financial liability or otherwise has been incurred by the Lessee.
14. That the Lessors and the Lessee has decided and agreed to be bound by the terms and conditions contained in section 108 of the Transfer of properties Act 1882.
15. The lessee shall give vacant possession of the said building/premises allotted to the lessor after expiry of the said period in reasonable good Condition. Also the rent will be applicable only after handing over of the aforesaid complete premises to lessee by lessor

16. In the event of Project Implementation Unit Kannauj office, National Highways Authority of India's closure or transfer from Kanpur, the lessee shall forthwith inform the lessor and shall arrange to hand over vacant possession and agreement shall terminate.

17. If required, the lessors will keep around 250 square feet area in his procession at suitable location. The lessor will have full rights to use this area as storage with a lock. He is free to visit its area during day hours.

IN WITNESS WHEREOF this memorandum has been executed by the Lessor and the Lessee out of their freewill and consent in presence of the following witness

Sd. Lessors

1.

2.

Sd. Lessee

Witnesses

1. Name

Fathers Name

Address

2. Name

Fathers Name

Address