

Terms & Condition of lease of a Wakf property are as under:

**TERMS & CONDITIONS:-**

1. Upon the execution of lease the lessee shall make payment of a security deposit of the amount based on the period of lease as per Rule 8 of the Waqf Properties Lease Rules, 2014.
2. Lease of Waqf property for any period exceeding one year and up to thirty years shall be registered at the office of Registrar or Sub-Registrar under whose jurisdiction the property is situated.
3. The expenses towards registration of lease shall be borne by the lessee.
4. The lessee shall pay to the lessor for the leased premises lease rent in respect of each year of the term or renewal terms, as the case may be, payable in advance and without notice or demand, in monthly or annual installments as agreed upon between the parties, from the date of execution of the lease agreement.
5. There shall be an increase of lease rent every year by an amount of not less than 5% on the existing lease rent, if the lease is for a period of more than one year.
6. All amount payable by the lessee to the lessor pursuant to the lease of Waqf property shall be deemed to be lease rent and be recoverable as lease rent by the lessor who shall have all rights against the lessee for default in any payment thereof.
7. Lease rent shall be paid to the lessor without deduction or set-off, at the address of the lessor or to such other person or at such other address, as the lessor may from time to time, designate in writing.
8. If the lessee continues to occupy the premises after the expiration or earlier termination of the lease, the lessee shall, subject to final orders passed in any proceedings, continue to pay lease rent for the period of such unauthorized occupation.

9. The lessee shall not assign, sub-lease, pledge or transfer the lease or any interest therein or in any way part with possession of all or any part of the lease premises, or permit all or any part of the leased premises to be used or occupied by any other person.
10. There shall be no automatic renewal of the lease. However, the Board shall, while renewing the lease, give preference to the present lessee if such lessee participates in the bid and matches the highest bid.
11. The lessee shall not use or permit to be used the leased premises or any part thereof for any other purposes other than the purpose agreed between the parties.
12. The lessee shall not build any structure on lease leased premises without due approval of the Board. Any structure build by the lessee without due approval of the Board shall become the property of the Waqf and the lessee shall not be entitled to any compensation for the expenses incurred in building such structure.
13. The lessee shall maintain the leased premises and keep the property in good order and condition and remove all debris and garbage from the leased premises.
14. The lessee shall assume full responsibility or the operation and maintenance of the leased premises and for the repair or replacement of all fixtures located therein or thereon and to pay all expenses incurred in connection with such maintenance and operation of the leased premises.
15. The lessee shall permit the lessor to enter the leased premises at any time outside normal hours in case of an emergency and otherwise, where such entry will not unreasonably disturb or interfere with the lessee's use of the leased premises.
16. The lessee shall promptly pay electricity/water charges or any other cess levies, duties, assessments and license fees whatsoever whether municipal, school, provincial, parliamentary or otherwise.

17. Upon the request of the lessor, promptly deliver to the lessor for examination all receipts for payment of such levies, duties, assessment and license fees;
18. If any installation or repair work carried out by the lessee interferes with or damages the mechanical or electrical system or the structure of the leased premises, the lessee shall promptly repair or remove such installations or fixtures on the leased property at its own expenses.
19. The lessee shall, if required by the lessor, remove any leaseholds improvements or fixtures from the leased premises upon the termination of the lease.
20. The lessee shall bear the cost for making any modification, additions or improvements including alternation to the exterior walls, roof or other structural components of the leased premises made by the lessee.
21. The lessee shall not create any lien or encumbrance on the leased premises under any circumstances including on the leasehold rights.
22. The lessee shall, for the purpose of constructing of any structure on the leased premises, take all necessary permission from the local authorities, after prior approval of the Board.
23. Each of the following events shall constitute an event of default namely:-
  - (i) all or any part of the lease rent is not paid by the lessee after it become due for such payment;
  - (ii) the lessee fails to observe, perform or keep each and every of the covenants, agreements and conditions and fails to rectify or remedy the failure even after one month's notice by the lessor requiring the lessee to so remedy, correct, desist or comply;
  - (iii) the lessee builds any structure on the land or building without prior sanction or approval of the Board; or

- (iv) non-payment by the lessee of the lease rentals or lease considerations for three consecutive months;
24. Upon the occurrence of one or more of the events referred to above, the lessor may, at its option:-
- (i) be entitled to the full amount of the lease rent due and payable;
  - (ii) have no obligation to refund the security deposit which shall be deemed to be forfeited in favour of the Waqf.
  - (iii) Seize and sell such goods and equipment of the lessee and obtaining an order from the Tribunal and may apply the proceeds thereof to all lease rent to which the lessor is then entitled under the lease. Any such sale may be effected by public auction or otherwise, and either in bulk or by individual item, as the lessor in its sole discretion may decide;
  - (iv) Terminate the lease by giving one months notice and the lessee shall pay to the lessor lease rent for the en-expired portion of the term had it not been terminated.
25. Upon expiration or termination of lease, the lessee shall immediately surrender possession of the leased premises and all leasehold improvements in substantially the condition in which the lessee is required to maintain the leased premises excepting only reasonably wear and tear, and upon surrender, all rights, title and interest of the lessee in the leased premises shall cease.
26. If after expiration or termination of the lease, the lessee continues to occupy the leased premises, it shall be treated as an encroachment and such encroachment shall be removed in accordance with the procedure specified in Section 54 of the Waqf Act.
27. The lessor may remove and sell or otherwise dispose of any leasehold improvements, equipment or any other property of the lessee left on the leased

premises by the lessee after the termination of the lease, in accordance with the procedure specified in Section 55-A of the Waqf Act.

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