

RENTAL AGREEMENT

This Lease Deed is made on this **DD-MM-YYYY** at **CITY NAME**, India

BETWEEN

Landlord Details with name, S/O, D/O, W/O with complete permanent address Hereinafter called the "**LESSOR**" (Which expression shall unless excluded by or repugnant to the context include his/her legal heirs, successors, executors, administrators, legal representatives and assignees) of the **FIRST PART**.

AND

Landlord Details with name, S/O, D/O, W/O with complete permanent address Hereinafter called the "**LESSEE**" (which expression shall include his successors, executors, administrators and assignees) of the **SECOND PART**

WHEREAS

The Lessor is the sole and absolute owner and is in possession of the property situated at **Rented Property Address with complete pincode** at is the absolute owner of the Premises under law, and has a clean unrestricted right and title, there to and is legally competent to enter in to this lease deed on the terms and conditions contained hereto.

- A. The Lessee has approached the Lessor for taking on lease the premises for the purpose her / his residential accommodation.
- B. The Lessor has agreed to grant to the Lessee to lease to use, occupy the premises on the mutually agreed terms and conditions as hereinafter contained.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

1. **Rent Period:** That the "Demised Premises" shall be leased out by the LESSOR to the LESSEE for a period of 11 months commencing from **DD-MM-YYYY**
2. **Rental:** That the LESSEE shall pay a rental for said Demised Premises of **Rs x, xxx/- only** per month including maintenance payable in after month by on or before **5th** of respective month and monthly maintenance directly paid to society association by tenant.
3. **Security Deposit:**
 - 3.1 The LESSEE had paid advance deposit of **Rs x, xxx/- only** to will **be paid towards an interest free refundable security deposit**. This amount shall be held by LESSOR till the expiry of the lease period and refundable against the vacant possession of the property after deducting all dues on account of arrears of lease rent, electricity, telephone, water charges, maintenance bills and re-coloring etc.
 - 3.2 The Lessor shall be entitled to deduct from the security Deposit, after giving prior notice to the lessee, any amounts outstanding towards

Rent, unpaid Electricity / water charges pertaining to the period / Goods handed over for the use in the apartment if damaged (details attached) under the Lease Deed. No other sums shall be deductible from the security deposit.

- 3.3 In the event the lessor fails to refund the aforesaid amount for any reason whatsoever, the lessee being ready and willing to handover the premises to its rights to recover the security deposit from the lessor or any legal remedy available to it, be entitled to continue to use and occupy the premises, free of charge for which the lessor shall be deemed to have hereby given his consent, until such time that the security deposit amount along with interest at the rate of 18% per annum is refunded by the lessor to the Lessee.
- 3.4 As Lessor is agreed by tenant if Lessee find someone suitable She will be able to rent out the other room otherwise it be kept as 1 bhk throughout rental period of 11 months

4. Rights and Obligations of the LESSEE

- 4.1 That at the LESSEE shall pay electricity bill, according to the bills received / meter reading for the consumption of the same during the period of the lease and shall handover the original receipts of the bills duly acknowledged by appropriate authorities to the LESSOR. Failure to which he/shall/they shall be liable for all the penalties / consequences arising in lieu of his/her/their default.
- 4.2 That the LESSEE shall not carry out any structural additions or alterations, internal or external to the Demised Premises. Wherever the LESSEE installs domestic electrical appliances, he shall do so at its own cost, which shall be removed and taken by the LESSEE at the expiry or earlier termination of his Agreement, without, in any manner, causing any damage or destruction to any part of the Demised Premises.
- 4.3 That the LESSEE shall not sublet, assign or otherwise part with the neither possession of the demised premises or any part thereof to anyone else nor will it let in or induct or allow use of the demised premises by any other person or party.
- 4.4 That the LESSEE has at the time of occupation, ensured that all the sanitary, electrical and other fittings are in perfect working order and nothing is broken or missing. The LESSEE shall be responsible to restore them in same condition (normal wear and tear excepted) and in perfect working order at the time of vacation of the demised premises.
- 4.5 The day to day repairs such as fuses leakage, water taps, electrical fitting etc. and maintenance of electricity/sanitary and all other fittings and fixture shall be carried out by the LESSEE at his/her/their own cost and expense. However, any major repairs such as brokerage busting of main supply sanitary pipes, structural cracks in construction shall be responsibility of the LESSOR.

- 4.6 The LESSEE shall use and occupy the said Premises for the bonafide residence of himself and his family members and LESSEE shall ensure that he or his family members shall use the said Premises with due care and caution as a prudent man would do and shall not do or omit to do or suffer to be done any act, deed, matter or thing whereby the LESSOR right to hold the said Premises is avoided forfeited, extinguished or otherwise put to jeopardy.
- 4.7 The LESSEE shall not do or cause anything to be done in the said Premises which is likely to be a nuisance or annoyance to the other occupants of the said building or which can cause any damage to the said Premises or any part thereof including the LESSOR's fixtures and fittings therein, if any.
- 4.8 The LESSEE shall not store any hazardous or inflammable articles except cooking gas cylinder(s) in the said Premises nor shall the LESSEE carry out any illegal activity.
- 4.9 That the LESSEE shall use the said premises for Residential purpose only and would not carry out any nefarious, commercial, illegal activity which is prohibited under the law, and if so, the LESSEE would be fully responsible for such activities.

5. **Rights and Obligations of LESSOR**

- 5.1 All rates, taxes and other outgoing on account of taxes and levies municipal or otherwise with respect to the said premises shall be paid by the LESSOR.
- 5.2 That the LESSOR shall at all times have free and un-obstructive access to the Demised Premises for the inspection and to carry out repairs at mutually agreed date and time during the day in presence of the LESSEE, with a prior telephone call/intimation. LESSEE however will observe the availability and decorum of LESSOR.
- 5.3 The LESSOR shall not be responsible for any theft, loss, damage or destruction of any property of the LESSEE and not for any bodily injury to anyone during the occupancy of the leased premises for any causes whatsoever and will observe the decorum of the LESSEE.

6. **Termination**

- 6.1 The Lease can be **terminated by either side by giving 2(Two)** consecutive months, the LESSOR shall serve 2 (Two) month notice calling upon the LESSEE to pay the Rent together with the interest calculated at 18 % per annum on such delayed payment up to the date of actual payment of Rent.

7. **Renewal:**

That before the expiry of the present lease, the same can be renewed at the discretion of the LESSOR for a future period of Eleven Months on the terms and conditions as may be mutually agreeable as market value between both the parties. **Compulsory the tenant** should renew the agreement before 15 days of expiry. In the event the Lessor and the

Lessee opt to renew the rent shall escalate by 10% over the Rent last paid.

8. FORCE MAJEURE

If the performance of either party, of any obligations under this deed is prevented, restricted or interfered with by reason of fire or other causality or accident, strike or other violence (not due to

Any act, neglect or default of the lessee) war, any law, or regulation of any govt(each such event shall be called FORCE MAJEURE) ,then such party shall be excused from such performance to the extent of such prevention, restriction, or interference, provided, that such party shall give prompt notice within 15 days of such event occurring providing full description of the event, its occurrence and the situation, and provide further that such party shall use reasonable efforts to avoid or remove such cause of non-performance

The lessor shall not hold the lessee responsible for any structural damage to the premises due to FORCE MAJAEURE event provided such event is not attributable to any act, neglect or default on the part of the lessee.

9. Other Conditions

9.1 This Agreement may be varied or modified only by the mutual consent of both the Parties hereto expressed in writing. Any changes without amending the lease deed shall not be valid.

9.2 That the jurisdiction of this agreement for the purpose of filling any suit shall only be at **CITY NAME**, Courts.

SCHEDULE OF PROPERTY

All the piece and parcel of property **Rented Property Address with complete pincode**

The above conditions shall be binding upon the LESSOR and the LESSEE.

IN WITNESS WHEREOF, the LESSEE and the LESSOR have hereby laid their hands on this day, month and year first above mentioned.

(LESSOR)

(LESSEE)

WITNESSES: -

1.

2.