

## RENT AGREEMENT/ LEASE AGREEMENT

This Lease Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) by and between

**First Party** Mr./Ms. \_\_\_\_\_ and \_\_\_\_\_ having

Permanent Address \_\_\_\_\_

and Contact no. \_\_\_\_\_.

Hereinafter called the "Lessor" (which expression shall mean and include his/ her heirs, legal representatives, administrators, executors, successors, and assigns etc.), party of the First Part and

**Second Party** Mr/Ms. \_\_\_\_\_ and \_\_\_\_\_

having Permanent Address \_\_\_\_\_

and Contact no. \_\_\_\_\_.

Hereinafter called the "Lessee" (which expression shall mean and include his/ her heirs, legal representatives, administrators, executors, successors, and assigns, etc.) Party of the Second Part,

The Lessee and the Lessor hereinafter individually referred to as "party" and together referred to as "parties".

**Whereas** the Lessor is the absolute owner of the immovable house property bearing No. \_\_\_\_\_

hereinafter referred to as the "property" or "premises", which is described in detail in the schedule below.

**Whereas** the Lessee has approached the Lessor and expressed his/ her desire to take the schedule property on Lease for

a period of \_\_\_\_\_ months/ years commencing from \_\_\_\_\_

\_\_\_\_\_ (commencement date) to \_\_\_\_\_ (termination date) for residential purpose.

According to the terms mentioned in this Agreement, the Lessor has agreed to Lease the schedule premises in favor of the Lessee only for the residential purpose and not for business purposes.

Now this rent agreement/ lease Agreement witnesses the following:

## 1. RENT, PAYMENTS AND RECEIPTS

1.1 The Lessor has given the said property on rent and the Lessee has taken the same on rent at a monthly rent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ) excluding utilities charges such as electricity, water, gas, telephone and INTERNET charges etc.

1.2 The Lessee shall pay the mentioned monthly rent to the Lessor \_\_\_\_\_ day of each English Calendar month.

The rent shall be deposited either in cash, by cheque or electronically in the Lessor's bank account, details of the same is depicted as under: **Lessor's Bank Details:**

1.3 The Lessee shall pay utility bills i.e. gas, water, telephone, INTERNET and electricity bills as per consumption to the concerned authorities. The Lessee shall do nothing which may lead to the termination of any of these services. The Lessee guarantees the Lessor against any damages suffered by him as a result of any interruption of any supplies to the premises due to the negligence on part of the Lessee.

1.4 The Lessor shall pay the property tax and other dues to the concerned authority.

1.5 The Lessee shall pay common area/ society maintenance charges directly to the Apartment Association/ Facility Management Company.

1.6 The Lessor shall provide rent receipts or receipts for all the payments made by the Lessee on account of the said property. The receipt shall contain the date of receipt of payment, the address of the schedule premises, PAN No. of Lessor (if required), period for which the payment is made and the subject of payment i.e. rental, electricity, deposit etc.

1.7 In case the Lessee fails or neglects to pay any such amount of Lease Rent, utility payments, maintenance charges, taxes and/ or any other outgoings, the Lessor may, at its discretion but without being bound to do so,

pay the same and the Lessee, on production of receipts or other proof regarding such payment by the Lessor, shall immediately reimburse the same to the Lessor, failing which the amounts so paid by the Lessor, without prejudice to its other rights and remedies including right of termination of the Lease, shall carry interest at the rate of 18% (eighteen percent) per annum, calculated on daily basis, or part thereof from the date of payment by the Lessor.

## **2. SECURITY DEPOSIT**

2.1 As security for the fulfillment of all the Lessee's obligations in terms of this Agreement, the Lessee shall deposit with the Lessor upon signature of this Agreement, an interest free refundable amount of Rs. \_\_\_\_\_ (Rupees only), which is equivalent to \_\_\_\_ months lease rent, hereinafter referred to as the "security deposit".

2.2 The security deposit may not be applied by the Lessee as payment for any rental or any other payment due to the Lessor in terms of this Lease.

2.3 The Lessor shall be entitled to deduct from such deposit any amount payable by the Lessee hereunder unpaid and any amount owing by the Lessee for damages suffered by the Lessor, and in the event of such deduction during the lease period, the Lessee shall upon request by the Lessor, forthwith reinstate the deposit to its full amount.

2.4 It has been agreed that the security deposit, on the expiry of or in the event of termination of the Lease prior to the expiry of the Lease Period and against handing over of possession by the Lessee of the Demised Premises, shall be refunded to the Lessee in one lump-sum after deducting therefrom all amounts or other charges if any, outstanding to be paid by the Lessee simultaneously when the Lessee vacates and delivers the vacant and peaceful possession of the Demised Premises to the Lessor.

### 3. COMMENCEMENT, DURATION AND TERMINATION OF LEASE

3.1 The Lease has been granted for a period of \_\_\_\_ months/ years, effective from \_\_\_\_\_ (commencement date) to \_\_\_\_\_ (termination date). However, the said period can be further extended as mutually agreed between the parties subject to an increase of \_\_\_\_% in monthly rent on each subsequent renewal at the last rent paid otherwise the premises shall be vacated by the Lessee after the expiry of the said lease period.

3.2 The Lessor has agreed to put the Lessee in actual physical possession of the entire schedule property on the \_\_\_\_\_ and the Lessee hereby accepts to take possession of the schedule property from the Lessor.

3.3 In case, if the period of lease is extended for a further period as mutually agreed between the parties on the terms and conditions under this Agreement, then a fresh Lease Agreement shall be executed.

3.4 In the event of the Lessee committing consecutive default in payment of rent hereby reserved or committing breach of any terms and conditions of this Agreement of lease, the Lessor shall terminate the tenancy of the Lessor, irrespective of the remaining period of lease stipulated in this Rent Agreement.

### 4. NOTICES & LOCK-IN PERIOD

4.1 It is hereby understood and agreed by the Lessor and Lessee that the "Lock – in – period" for this Lease shall be a period of \_\_\_\_ months. In case the Lessee vacates the Leased premises earlier than the expiry of lock-in period, his security deposit will be forfeited.

4.2 The Lessee can vacate the premises any time after lock-in period by giving \_\_\_\_ month(s) notice. The Lessor can terminate the agreement anytime during the tenure of the lease by giving \_\_\_\_ month (s) notice to the Lessee.

### 5. PROPERTY & ITS USE

5.1 Declaration by Lessor. That the Lessor is the absolute and exclusive Legal and Lawful owner and occupier of the

Demised Premises and its title to the Said Premises is clear and marketable. The Lessor has full right and absolute authority to give the Demised Premises on lease to the Lessee.

5.2 The said property shall be used by the Lessee only for residential purposes and the Lessee shall not carry out any business or commercial activity of any nature in the property.

5.3 The Lessee shall use the said property as per byelaws of housing, municipal and other local authorities

5.4 The Lessee shall comply with all the rules and regulations of the housing complex and local authorities.

5.5 The Lessee shall not affect any alterations or additions, whether structural or not, to the property without prior consent of the Lessor, which consent may be given/withheld at the discretion of the Lessor.

5.6 The Lessee shall not act, nor permit any act, in relation to the Premises which may be a source of annoyance or nuisance or cause damage or disturbance to the occupants of any neighboring premises or properties.

## **6. PROPERTY CONDITION & MAINTENANCE**

6.1 The Lessee acknowledges that it has satisfied itself that the said property is suitable for its intended use and all furniture, fittings and fixtures provided as per the schedule of the property are in good working condition.

6.2 The Lessee shall for the duration of the Lease Period and at his own cost, maintain the interior and all the fixtures and fittings therein of the Premises in a state of good repair and shall on termination of this Agreement re-deliver the premises to the Lessor in the same condition as it existed on the Commencement Date.

6.3 Minor day-to-day repairs such as replacement of small electrical, sanitary and other spares, fixing small electrical faults, fixing leakages in taps, clearing drains etc. are to be carried out by the Lessee at his own costs. However, any major repairs such as seepage in wall, structural repairs etc unless damage is caused due to the negligence of the Lessee, shall be carried out by the Lessor at his own costs and expenses.

6.4 The Lessee shall permit the Lessor or his agents or representatives, with prior notice, to enter the schedule property for inspection and to carry out any repairs etc., during normal daytime working hours, as and when necessary.

6.5 In the event of any damage caused to the said premises, due to the negligence of the Lessee, the Lessor is

entitled to be compensated.

## **7. HANDOVER OF PROPERTY**

7.1 On the expiry of the Lease, the Lessee shall peacefully hand over the vacant possession of the property to the Lessor with all fittings and fixtures intact and in working order, subject to reasonable wear and tear.

7.2 The security deposit, after adjusting for any payments due to the Lessee, shall be refunded by the Lessor to the Lessee at the time of receiving back the vacant possession of the said property.

7.3 In case the Lessee fails to give the physical vacant possession of the said rented property within the said stipulated period, then the Lessee shall pay the damages @ Rs \_\_\_\_\_/- per day till the possession is given by the Lessee to the Lessor.

## **8. INDEMNITY**

8.1 The Lessee hereby indemnifies the Lessor for any loss or damage to property or injury to persons suffered on the Premises as a result of any act or omission by the Lessor or its servants or agents

## **9. GENERAL**

9.1 Two or more persons should sign this Agreement of Lease as Lessors or Lessees, the said persons shall be jointly and severally liable in solidum for the due performance of the Lessees or Lessors obligations, as the case may be, in terms of this Lease.

9.2 No variation of, or addition or agreed cancellation to this Agreement shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the Parties

9.3. This Lease Agreement shall be executed in duplicate and the Lessee shall retain the Duplicate and the Lessor shall retain the Original Lease Agreement. Both counterparts shall constitute one and the same Lease Agreement.

9.4 Irrespective of anything contained in this agreement, this agreement will become valid only once the security deposit and advance rent for first month as mentioned above are deposited in the Lessor's account.

9.5 Any dispute or difference arising between the Parties hereto in any of the matters under this Lease Agreement or interpretation or implementation of any of the terms and conditions herein shall be subject to the jurisdiction of the Court at \_\_\_\_\_.

In witness whereof the Lessor and the Lessee have executed this Lease Agreement at the place, day, month and year as first above written in the presence of the following witnesses.

WITNESSES

LESSOR

LESSEE  
**F**indmy**ghar**  
.com

### SCHEDULE OF PROPERTY

All that piece and parcel of property bearing no. \_\_\_\_\_, measuring about \_\_\_\_\_ consisting of \_\_\_\_\_ rooms, \_\_\_\_\_ bathrooms, \_\_\_\_\_ kitchen (modular), \_\_\_\_\_ servant room, \_\_\_\_\_ and balconies and including:

1. All fixed items such as wardrobes, woodwork, doors, windows, safety grilled gates, electrical fittings, sanitary fittings and other fixtures & fittings.
2. Car parking No(s) \_\_\_\_\_, bearing No(s) \_\_\_\_\_ (if applicable)
3. Movable items which form part of the said premises:

ITEMS	Nos.	REMARKS
Window ACs with Stabilizers		
Split ACs with Stabilizers		
LCD TV		
Refrigerator		
Microwave Oven		
Fixed Gas with meter		
Sofa Set		
Dining Table		
Chairs		
Beds		
Curtains		
Fans		
Geysers		
RO water purifier		
Chimney & Hob		
Decorative Light Lamps		
Movable cupboards		
Side Tables		
Wardrobe Keys		
Telephone		
Internet		
Other items		

LESSOR

LESSEE