

## **AGREEMENT**

This agreement executed at Chennai on this the \_\_\_\_\_ day of \_\_\_\_\_ in the year **201\_** between **M/s. Agile Property Management**, having its office at **Flat No 9, Meenakshi Apartments, Old No 16, New No 35. Cenotaph First Street, Teynampet, Chennai 600018**, represented by its **Head – Customer Relations, Mr. B. Jagathesan**, aged about **24 years**, hereinafter called the **SERVICE PROVIDER** and **Mr. \_\_\_\_\_, S/o Mr. \_\_\_\_\_** aged about **\_\_ years**, residing at \_\_\_\_\_, represented by his \_\_\_\_\_ (relation with the owner) and General Power Holder, **Mr. \_\_\_\_\_ s/o Mr. \_\_\_\_\_**, aged about **\_\_\_\_\_** residing at \_\_\_\_\_ hereinafter called the **OWNER** witnesseth:

The terms “SERVICE PROVIDER” and “OWNER” wherever they occur shall mean and include their respective heirs, legal representatives, administrators. Successors in interest and assigns:

Whereas the SERVICE PROVIDER is engaged in the business of providing Property Management Services in Chennai.

Whereas the OWNER is interested in availing the services of the SERVICE PROVIDER and the SERVICE PROVIDER has agreed to render the said services on the terms and conditions hereinafter contained.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-**

1. The OWNER intends to avail the services provided by the SERVICE PROVIDER more fully described in the schedule hereunder.
2. The OWNER has paid the SERVICE PROVIDER a sum of **Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only)** per annum towards Service Charges for Services to be provided as detailed in the schedule hereunder.
3. This agreement is for a period of one year with effect from \_\_\_\_\_ to \_\_\_\_\_
4. The service charges for rendering the services shall be paid in advance at the time of executing this agreement / extending the same.
5. The OWNER shall provide adequate funds to the SERVICE PROVIDER for rendering the services mentioned in the schedule hereunder. All charges incurred for providing the services shall be borne by the OWNER separately.
6. The SERVICE PROVIDER does not have any rights over the Property and shall only act as an agent or representative of the OWNER.
7. Both parties are at liberty to terminate this agreement by giving 1 months notice in writing to the other. In such an event, the SERVICE PROVIDER shall refund the service charges for the balance period to the OWNER.

8. In case the OWNER requires the services of the party of the SERVICE PROVIDER for items not covered under this agreement, the same may be provided by the SERVICE PROVIDER, for an additional service charge as mutually agreed by both the parties. .
9. The SERVICE PROVIDER shall be at liberty to ascertain the ownership of the property belonging to the OWNER. In such a case, the OWNER shall provide the necessary documents and assistance to the SERVICE PROVIDER.
10. Both parties agree that all disputes arising out of this agreement will be subject to the jurisdiction of the courts in Chennai city, Tamil Nadu state only.

**SCHEDULE:**

**In respect of the property situated at:**

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**SERVICE PACKAGE**

| <b>All Time Services</b>  | <b>Services when Property is Vacant</b> | <b>Services when property is Occupied by a Tenant</b> |
|---|---|---|
| Representing the owner  | Tenant Sourcing & Finalisation*         | Rent Collection and follow up #                       |
| AMC Coordination and Servicing as per AMC Contract ****             | Cleaning the Property**                 | Tenant Management                                     |
| Inventory Check when the tenant moves occupies or vacates the house | EB Payments***                          | Visit the property on request                         |
| Payment of Taxes***   | Maintenance Payments***                 | Lease Agreement Renewals                              |
| Coordinating repairs and maintenance                                |   |   |
| Follow up of House Insurance if any                                 |   |   |

\*This is an additional charged service. The Rental Assistance fees of 1 month rent is charged for Tenant Finding.

Note:

- (i) If the tenant vacates before 22 months, THE SERVICE PROVIDER shall find another tenant and not charge the Rental Assistance Fees during the period of the Property Management Agreement.
- (ii) If the tenant referred by THE OWNER finalises the house, THE SERVICE PROVIDER will not charge the Rental Assistance Fees.

\*\* The Property will be cleaned once a month. At the time of cleaning, all the taps will be opened and all the fans and lights will be switched on. The amenities in the house will be made for run for 15 minutes to half an hour.

\*\*\* The Payment is to be provided by THE OWNER.

\*\*\*\* The OWNER shall provide all the AMC details for all the appliances in the property. The SERVICE PROVIDER shall make a note of the dates of the services as per the AMC contract and will follow up with the AMC Contractor for regular services of the appliances that are under the AMC contract.

# The Advance Payment (Security Deposit) and the rent collected every month will be deposited in the account of the owner Mr. \_\_\_\_\_, Account No: \_\_\_\_\_, Bank: \_\_\_\_\_, IFSCode: \_\_\_\_\_

In witness whereof the parties have signed this agreement in the presence of the respective witnesses.

**SERVICE PROVIDER**

**OWNER**

**Witness**

## Acknowledgement

### 1. Keys Received

| Key Name | Key Number | No. of Keys |
|----------|------------|-------------|
|          |            |             |
|          |            |             |
|          |            |             |
|          |            |             |
|          |            |             |
|          |            |             |
|          |            |             |

### 2. Documents Received:

### 3. EB Card

### 4. Property Tax Card / Last Paid Property Tax Copy (Also Water tax if applicable)

### 5. ID Proof Copy

### 6. Amenities List – Fittings and Fixtures

(We will take a list of the amenities in the house and make a note of it in the agreement)