

## **RENTAL AGREEMENT**

This RENTAL AGREEMENT deemed to have been made and entered into on \_\_\_\_ **day** of \_\_\_\_\_ in the year **2018** between \_\_\_\_\_, aged about \_\_\_\_\_ **years**, s/o **Mr.** \_\_\_\_\_, residing at \_\_\_\_\_, hereinafter called the **OWNER** (which expression shall include his heirs, successors, legal representatives and assigns of the ONE PART) and \_\_\_\_\_, aged about \_\_\_\_\_ **years**, S/o \_\_\_\_\_, working as \_\_\_\_\_ at \_\_\_\_\_, and having permanent address at \_\_\_\_\_, hereinafter called the **TENANT** (which expression shall include his heirs, successors, legal representatives and assigns of the **OTHER PART**).

WHEREAS the OWNER is the absolute owner of the apartment at \_\_\_\_\_  
\_\_\_\_\_, measuring area about \_\_\_\_\_ **sq.ft.** Consisting of  
\_\_\_\_\_ full and in fettered rights to let out the same or any portion  
thereof.

AND WHEREAS the OWNER has agreed to give and the TENANT had agreed to take the  
above said property hereinafter referred to as THE PREMISES.

**NOW THEREOF IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. This lease is for a term of **eleven (11) months** with effect from \_\_\_\_\_ **2018** and  
valid till \_\_\_\_\_ **2019**
2. In consideration of the terms and conditions and the rent there in reserved the OWNER has  
conveyed and the TENANT has taken possession of the desired premises to hold the same under  
the terms and conditions mentioned in this deed.
3. The TENANT shall pay a monthly rent of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_  
\_\_\_\_\_ **only**) towards the rent on or before \_\_\_\_<sup>th</sup> of every month,  
exclusive of maintenance, electricity and water charges. If the tenant fails to pay the rent before  
\_\_\_\_\_, a penalty of \_\_\_\_\_ will be charged.
4. If there is a default in paying the rent or maintenance for two consecutive months then it will  
be construed as a notice period for terminating this contract. In such a case, the OWNER can  
enter the premises and take over the possession of the property.
5. The TENANT shall pay Electricity, Gas and Water Charges according to the meter readings  
directly to the authorities concerned. During scarcity of water, it needs to be purchased by the  
TENANT. The TENANT shall pay the maintenance charges directly to association on time and  
send the copy of the receipt to the owner electronically or by post.

6. The TENANT shall not carry out any structural work additions (or) alterations to the building without the consent of the OWNER. At the time of handing over the possession; however, the TENANT shall restore the demised premises to its original conditions subject to natural wear and tear during currency of the lease.

7. All rates, taxes and other outgoings on account of Municipal and Property taxes and other levies, or otherwise will be paid by the OWNER.

8. The TENANT will be responsible for carrying out all minor maintenance in the Demised Premises, which will be limited to repairs such as leaking faucets, blocked drainage and sewerage within the Demised Premises and blown electrical fuses, tube lights and bulbs

9. The OWNER undertakes to perform his obligations hereunder fully to comply with the requirements of municipal or other authorities and guarantee peaceful occupation of the demised premises by the TENANT.

10. That all the rules, regulations, laws and by laws of the municipal corporation or any local authority or authorities having jurisdiction over the demised premises shall be complied with by the OWNER.

11. At the expiry of the terms of the lease or herein above reserved or sooner termination of the lease, the TENANT shall deliver to the OWNER the vacant possession subject to wear and tear.

12. Either party may terminate the lease at any time by giving \_\_\_\_ month notice to the other party or pay \_\_\_\_ month's rent in lieu thereof. The notice will be given through email or in writing. The acceptance should be acknowledged. During the notice period, the TENANT shall pay the rent and not adjust it against the Security Deposit.

13. Both parties may extend this lease for a further term of 11 months with mutual consent on the rent. Either party has to give a notice for renewal 1 month prior to the expiry of the LEASE AGREEMENT. The Terms and conditions of the new lease shall be drafted and agreed upon by

both the parties 15 days prior to the expiry of the agreement. The OWNER reserves the right to increase the rent by **5% (Five Percent)** every 11 months.

14. That the TENANT shall not sublet, assign, transfer or otherwise part with the possession of the whole or any part of the premises.

15. In the event that any person other than those in the lease agreement (or the Tenant Profile Form filled in by the Tenant) residing in the premises for longer than 2 months, the TENANT needs to notify the OWNER.

16. If the TENANT plans to leave the premises unoccupied for longer than 20 consecutive days, the TENANT needs to notify the OWNER for security reasons.

17. TENANT shall hold OWNER harmless and indemnify OWNER from all claims, liabilities, damages, costs or losses arising from or related to injury or damage to the Equipment or to persons or property arising from or related to the use, maintenance, storage or transport of the Equipment during the period of TENANT's responsibility

18. All payments shall be made by cheque / online transfer in favour of \_\_\_\_\_, **Savings Account No:** \_\_\_\_\_, **Bank:** \_\_\_\_\_, **Branch:** \_\_\_\_\_, **IFSC Code:** \_\_\_\_\_.

19. The TENANT has paid a non-interest bearing refundable security deposit of **Rs.** \_\_\_\_\_ /- (**Rupees** \_\_\_\_\_) **by way of online transfer on** \_\_\_\_\_ (**Reference No:** \_\_\_\_\_), payment which is payable by the OWNER to the TENANT at the time of vacating the premises, subject to deduction of any outstanding rent and repairs & damages of the premises.

20. Representatives of the OWNER would conduct visits for inspection of the property **AFTER TAKING AN APPOINTMENT OF THE TENANT** and the TENANT will co-operate and provide information sought at that juncture.

21. The TENANT shall use the premises for residential Purpose only.

22. No unlawful activities should be carried out within the premises.

23. A move-in inspection will be performed in the presence of TENANT to walk through the house to identify the list of furnishings and any existing damages. A similar move-out inspection shall be performed when the TENANT and TENANT agree to terminate this agreement. For any damages that are not due to normal wear and tear of the premises and any missing furnishings, TENANT shall be held accountable.

**SCHEDULE:**

**(In Respect of the Property Situated At)**

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**IN WITNESS WHEREOF THE TENANT AND THE OWNER HAVE HEREBY LAID  
THEIR HAND ON THIS DAY MONTH AND YEAR ABOVE WRITTEN.**

**OWNER**

**TENANT**

**WITNESSES:**

## **Annexure** **Fittings & Fixtures**

### **Hall Cum Dining**


### **Bedroom 1**


### **Bedroom 2**


### **Bathroom 1**


### **Bedroom 3**


### **Bathroom 2**


### **Kitchen**


# Key List

Key Name	Key Number	No. of Keys