|  |  |
| --- | --- |
| **#** | **Particular to be inserted** |
| 1 | Place of Agreement |
| 2 | Date of Agreement |
| 3 | Name of the Owner  |
| 4 | Name of the father of the Owner |
| 5 | Address of the Owner |
| 6 | Name of the Tenant |
| 7 | Name of the father of the Tenant |
| 8 | Address of the Tenant |
| 9 | Type of Property to be Lease Out (Residential/ Commercial/ Shop/ Land/ Machinery etc) |
| 10 | Description of the Property  |
| 11 | Rent/ Lease to be paid on the monthly basis |
| 12 | Date of commencement of Lease agreement |
| 13 | Duration of agreement |
|  |  |
| 14 | Rate at which lease Rent is to annually increased |
| 15 | Duration of month at which lease rental is to be increased  |
| 16 | Amount deposited as security deposit  |
| 17 | Number of months for notice given to Tenant for vacating premises  |
| 18 | Place of signing rent agreement |

**Rent Agreement**

This rent Agreement is hereby executed at ……..1….… on this ……….2……….. between: –

 \_\_\_\_3\_\_\_\_\_ wife/son/daughter of \_\_\_\_4\_\_\_\_\_ resident of \_\_\_\_\_5\_\_\_\_  (Hereinafter called the first party which expression shall includes her heirs, executors and assignees of the FIRST PART)

AND

 \_\_\_\_\_6\_\_\_\_ wife/son/daughter of \_\_\_\_7\_\_\_\_\_ Resident of \_\_\_\_8\_\_\_\_\_ (Hereinafter called the Second party /TENANT which expression shall includes his/her heirs, executors and assignees of the OTHER PART)

WHEREAS, the first party is the owner in possession of the \_\_\_\_9\_\_\_\_\_ being \_\_\_\_10\_\_\_\_\_ (hereafter called the property) and is interested to let out the same to the second party on monthly rental basis on the request of the second party and the terms & conditions of which are as under:-

NOW THIS AGREEMENT WITNESSETH AS UNDER: –

1-    That the rate of the rent of the said property is settled at Rs. \_\_\_\_11\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_11\_\_\_\_\_\_\_\_only) per month to be paid by the second party to the first party on 1st day of each English Calendar month in advance.

2-    That the tenancy will be commenced w.e.f. \_\_\_\_\_12\_\_\_\_\_\_ and shall be for a period of \_\_\_13\_\_\_ months from the date of commencement of tenancy.

3-    That the period of the tenancy may be extended for its further period only on the option of the party of the first part and in that event the rate of the rent shall be increased at the rate of \_14\_% after \_\_\_15\_\_\_\_months on its previous rate.

4-    That the second party has paid a sum of Rs. \_\_\_\_16\_\_\_\_\_ (Rupees \_\_\_\_16\_\_\_\_\_) to the first party towards the security deposits which shall be refunded by the first party to the second party at the time of vacation of the property in question, after adjusting all or any dues or arrears of the rent.

5-    That no interest on the security amount shall be payable by the first party to the second party.

6-    That in case the second party fails to pay the monthly rent to the first party consequently for the period of two months, then the second party shall have to get vacated the property in question immediately.

7-    That the second party shall handover the vacant physical possession of the property to the first party at the time of expiry of the tenancy period positively.

8-    That the second party shall abide by all the rules and regulations of the local authority.

9-    That the second party shall use the rented property only for agreed purpose.

10-    That the second party shall pay the electricity, water and other charges extra then the said agreed rent to the first party regularly as and when the bills for such expenses/charges are produced by the concerned authorities/offices.

11-    That the second party shall not damage the fittings and fixtures fitted in the rented property and shall keep and maintain the same in good condition and shall also make arrangements for the repairs or replacements of the damaged fittings and fixtures whatsoever, will be required at his own expenses.

12-    That the second party shall not sublet, part with possession assigned the same to any person in any manner.

13-    That the second party shall not make any constructions as in the rented property without the written consent of the first party.

14-    That the day-to-day repairs & maintenance expenses shall be carried out by the second party on his own expenses and the major repairs shall be borne by the first party on his own expenses when so informed by the second party.

15-    That the second party shall permit the first party or any of his authorized person to visit the property at reasonable time for inspection purpose.

16-    That the first party shall pay all the taxes as are or may hereinafter be assessed by the Local authorities or any concerned authorities in respect of the property in question.

17-    That the second party shall have to give two months advance notice in writing to the first party, in case of his vacating the property in question before the expiry period of the tenancy, and the tenancy may also be terminated by the first by giving \_\_17\_\_ months advance notice to the second party for getting the property in question vacated.

18-    That the parties to this agreement have specifically agreed that the conditions of the location and conditions of the said property in question, the agreed rent is a fair rent and is in the consequences with the prevalent market rates and second party has accepted it as a standard rent.

19-    That the terms & conditions of this Agreement as stated above shall be binding on the both parties. The terms and conditions of this agreement are final and are irrevocable.

IN WITNESSES WHEREOF, the parties have signed this agreement on the date, month and year first above written in the present of witnesses at \_\_\_\_\_\_18\_\_\_\_\_\_\_

 **(FIRST PARTY)**

 **(SECOND PARTY)**

WITNESSES:-

1- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2- \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_