

TENANCY AGREEMENT

THIS AGREEMENT made and entered into at (city) this _____ day of _____, 19____
 BETWEEN _____, having office at _____, (city),
 hereinafter referred to as "**THE LANDLORD**" (which expression shall unless it be repugnant to the
 context or meaning thereof be deemed to mean and include his heirs executors administrators and
 assigns) of the **ONE PART** and _____, an Indian Inhabitant of (city), hereinafter referred to as
 "**THE TENANT**" (which expression shall, unless it be repugnant to the context or meaning thereof be
 deemed to include his heirs, executors, administrators and assigns) of the **Other Part**.

WHEREAS

- a. The landlord is the absolute owner, free from encumbrances, charges and /or claims, of Flat No. _____ admeasuring about _____ sq. ft. of carpet area (*approximately*) having _____ Bedroom(s), Kitchen and Hall on the _____ floor of the building named _____, situated at _____, (city). The said flat is hereinafter for brevity's sake referred to as "**the said premises**".
- b. The landlord has given the said flat on leave and license basis for a period of five years as per leave and license agreement dated _____, _____, 19_____.
- c. The Tenant has requested sets out the terms conditions mutually agreed upon and confirmed by the Landlord and the Tenant.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. In consideration of the monthly rent of Rs. _____/- (Rupees _____ only) agreed to be paid by the Tenant to the Landlord and of the covenants and conditions hereinafter contained and on the part of the Tenant to be paid observed and performed , the Landlord grants the tenancy of Flat No. _____ admeasuring sq. ft. on the _____ floor of the building called _____ standing on the land (more particularly described in the Schedule hereunder written, the said flat hereinafter for brevity's sake referred to as "**the said premises**" together with the right of the Tenant and the visitors to the said premises to use in common with other tenants owners and occupants of the said building.
2. The Tenant doth hereby covenant with the Landlord as follows: -
 - a. To pay to the Landlord the monthly rent of Rs. _____/- (Rupees _____ only) on or before the 15th day of each English Calendar Month.
 - b. To pay all charges for electricity and water consumed in or upon the said premises as shown by the separate meter or meters thereof and to pay the rent as per such meter or meters.
 - c. To pay all existing and future Municipal and other taxes, charges, cesses, assessments and outgoings assessed, charged, imposed or payable in respect of the said premises.
 - d. To reimburse to the Landlord, at actual, all other outgoings, if any, paid by the Landlord relating to or pertaining to the said premises.

- e. To keep the interior of the said premises in good order and condition and to dully repair the same, (reasonable wear and tear, damage by accidental fire, earthquake or t empest or other irresistible force or accident, excepted).
 - f. To use the said premises for any purpose whatsoever and however, permissible by law.
3. The Landlord doth hereby covenant with the Tenant that the Tenant paying the rent hereby reserved and observing and performing the several covenants and conditions on the part of the Tenant herein contained the Tenant shall quietly enjoy he said premises without any lawful interruption or disturbance by the Landlord or any person or persons lawfully claiming either under or in trust for the Landlord or otherwise however.
4. PROVIDED ALWAYS AND IT IS HEREBY MUTUALLY AGREED AS FOLLOWS :-
- a. If any rent/taxes shall be in arrears for six months then and in such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the said premises or any part thereof in the name of the whole PROVIDED ALWAYS that the power of re -entry hereinbefore contained shall not be excercised to the unless and until the Landlord shall have given to the Tenant three months notice in writing addressed to the Tenant intimating his intention to re -enter and default shall have been made by the Tenant in paying such rent/taxes within the said period of three months.
 - b. The Tenant shall be entitled, from time to time.
 - i. To carry out the work of renovation and re-decoration of the interior of the said premises.
 - ii. To install air-conditioners in the said premises and to carry out work for that purpose, as also gas connections and all other amenities as may be required and for that purpose t fix the necessary pipes, fittings and fixtures in the said premises and/or otherwise in the said building as may be necessary and the Tenant shall make good any damage that may be caused in the process.
 - iii. To make such additions and alterations temporary/ permanent / structural or otherwise in the said premises as may be required by the Tenant for the more beneficial enjoyment of the said premises and as the Tenant in its absolute discretion deems fit and proper subject however to the compliance by the Tenant of all the rules, regulations and bye-laws of the Municipal Corporation of (city) and other concerned bodies and authorize. Before making any structural alterations or additions, the sanction of the Municipal Corporation of (city), if necessary, will be required to be obtained by the Tenant through the Landlord.

These sub-clauses (i) (ii) & (iii) will be treated as the Landlord's consent writing as contemplated by the law.

- c. The Tenant shall be entitled to bring in and/or install at his own costs furniture, fixtur es and fittings (*built in and/or removable*) in the said premises and the Tenant shall be entitled to remove and to take away such furniture, fixture and fitting brought in or installed by him.

- d. The Tenant shall have the right and be entitled to assign, mortgage the tenancy rights in respect of the said premises and/or sublet /underlet and/ or give on Leave and License basis the said premises or any part or portion thereof to anyone as the Tenant may desire, without being required to obtain the consent of the Landlord;
- e. The Tenant shall also be entitled to bequeath tenancy right in respect of the said premises to anyone by way of testamentary disposition without being required to obtain the consent of the Landlord.

5. if and when the Tenant assigns absolutely the Tenant's interest under this tenancy agreement, then and in such event.

- i. The Tenant will thereafter cease to have any rights and/or interest in the said premises and will also cease to be liable to pay the rent or taxes or to observe and perform the terms and obligations of the Tenant under this Agreement.

- And -

- ii. The Landlord shall acknowledge and accept such Assignee or nominee in place and instead of the Tenant above named and thereafter, and on and from the date of such assignment of the Assignee shall be entitled to all rights and shall be subject to all liabilities and obligations under these present in place and instead of the Tenant above named and thereafter and on and from the date of such assignment the Assignee shall be entitled to all rights including the rights specified in the paragraphs 4(b), 4(c), 4(d), 4(e) and 6 herein and shall be subject to all liabilities and obligations under this Deed in place and instead of the Tenant above named.

6. The tenancy will commence with effect from

7. The Tenant has paid to the Landlord a sum of Rs. _____ /- (Rupees _____ only) as deposit for the grant by the Landlord in favour of the Tenant of this tenancy right and the said amount of deposit namely Rs. _____ /- (Rupees _____ only) is refundable without interest.

8. The Stamp Duty charges of and incidental to this tenancy shall be borne and paid by the Tenant alone.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the original and the Duplicate hereof the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO

ALL that piece or parcel of land or ground bearing plot No. _____ Scheme bearing C.T.S. No. _____ admeasuring _____ sq. mts. (equivalent to _____ sq. yards) or thereabout situated at _____ in the Registration Sub-District and District of _____ and _____ Suburban, within (city), which said plot of land is bounded as follows, that is to say:

On or towards the NORTH by : _____

Towards the NORTH by : _____

On or towards the WEST by : _____

On towards the EAST by : _____

SIGNED AND DELIVERED by the) _____

Within named "Landlord") _____

_____) _____

in the presence of) _____

SIGNED AND DELIVERED by the) _____

Within named "Tenant") _____

_____) _____

in the presence of) _____

RECEIVED the day and year first) _____

Hereinabove written of and from the within) _____

named Tenant the sum Rupees _____) _____

_____ only) Rs. _____/-

as the one time non-refundable) _____

deposit referred to in Clause 7) _____

payable by the Tenant to me.) _____

I SAY RECEIVED

WITNESS :

(Landlord)