**Tenancy Agreement**

This rental agreement is made on the \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20[] (Two Thousand XXXX) at [add here location] between XXXXXXXX, aged about XX years, son of XXXXX residing at XXXXXX , hereinafter called the “LESSOR” which term shall mean and include whatever the context so admits and permits his legal successors, legal representative, executors, administrators and assigns of ONE PART and represented by his father/mother –POA agent (in case of power of attorney), XXXXXXX, aged about XX years residing at XXXXXXXX, , [Add here city name] as agent as per adjudicated power of attorney dated XX.XX.XXXX and Mr.ABC S/O of Mr. XXXXX, hereinafter called the “LESSEE” which term shall mean and include whatever the context so admits and permits his legal heirs, legal representative, executors, administrators and assigns of OTHER PART.

WHEREAS the LESSOR herein is the sole and absolute owner of all that piece and parcel of the residential flat, XXXX [city name here] and WHEREAS THE LESSEE has approached the LESSOR to demise the SCHEULE mentioned FLAT on Monthly rental basis for Residential purpose for a period of 11 months on the terms and conditions hereinafter mentioned and the LESSOR has also herby agreed to demise the schedule mentioned FLAT to the LESSEE on a monthly rental on the following terms and condition.

**Terms and Conditions**

* The Lease shall be initially for a period of 11 months, commencing from \_\_\_\_\_\_\_\_\_\_\_ and shall expire on the \_\_\_\_\_\_\_, [0000], upon completion of 11 months.
* The Lease is strictly for Residential purpose to accommodate the occupier of the LESSEE. The Lease is according to the English Calendar Month.
* The LESSEE has agreed to pay the Monthly Amenity charges on or before 5th day of the every succeeding month for the demised property more fully described in the SCHEDULE hereunder in the following manner.
	+ Rs XXXXXX.00 per month (Rupees Three Thousand Five hundred only) towards Rent.
	+ Rs XXXXXX (Rupees XXXXX Thousand only) as one time interest free deposit to be paid by the LESSEE at the time of taking possession of the premises and refunded by the LESSOR at the time of receiving vacant possession of the premises (Refer Point 16 for details)
* Apart from the monthly rent, the LESSEE shall pay Maintenance Charges (Rs 1000 per month, directly paid to XXXXXX Owner’s Association), Electricity Consumption charges (At actual) and Water Charges if any to the authorities concerned. The Maintenance charge relates to charges and expenses incurred for the maintenance of the premises such as maintenance of common area, electricity, charges relating to common area and salaries paid to the servants for the maintenance of the Building.
* That the LESSOR shall have full control over the supervision and management in respect of the said flat and the LESSEE shall not, in any way, interfere with the LESSOR’s right of maintenance nor the LESSOR interfere with the LESSEE’s rights of quiet & peaceful undisturbed tenancy & occupation.
* The LESSEE should keep the demised premises in good and tenantable condition, as any prudent person would do with his/her property.
* The LESSEE shall not use the demised premises for any purpose other than for which it was let out nor shall sub-let or sub-lease the portion let out to him to any third party.
* The LESSEE shall not commit default in the payment of rents and if the LESSEE fails to pay the monthly rent within the stipulated time for two consecutive months, the lease shall stand cancelled and the LESSEE shall vacate the FLAT forthwith.
* The LESSEE covenants to keep the demised premises in good and tenantable condition during the continuance of this Lease and also no make any permanent additions or alteration in the same.
* In case of damage caused by the LESSEE to the SAID PREMISES during the period of use, LESSEE shall be held accountable for compensation and other charges as the case may be and such charges may be attuned from the security deposit amount when the same is refunded upon completion of the licensing agreement tenure (Vacation of flat).
* The LESSEE shall handle the fittings and fixtures in the Demised premises and maintain the same properly.
* The LESSEE agrees to pay the monthly General Maintenance charges (Same charges as mentioned in point 4) directly to The Association formed by all the Flat owners of XXXXXX Apartment complex. The LESSEE pay in proportion to the charges and expenses incurred for the maintenance of the premises such as maintenance of common area, electricity, charges relating to common area and salaries paid to the servants for the maintenance of the Building.
* The LESSOR shall pay all taxes and Levies due to Municipal Corporation.
* The LESSEE shall not create any untoward disturbance or nuisance and shall not allow any anti-social person in the SAID PREMISES.
* The LESSEE shall not keep or store any illegal inflammable article or explosives that endanger life and property.
* Either The LESSOR or the LESSEE may terminate the Lease agreement by giving written notice 2 (Two) months in advance. However the LESSEE is free to terminate the licensing agreement with a shorter notice period in which case the monthly rental for the premises & fixtures only, for the period of two months, shall be paid as compensation to the LESSOR.
* That no interest shall be payable on the deposit amount, which would be refunded by the LESSOR after deducting the arrears in rent and damages if any, at the time of LESSEE vacating and handing over the vacant and peaceful possession of the demise premises to LESSOR.
* Agreement that the said lease shall stand automatically terminated in case the LESSEE fails to comply with any of the predetermined terms and conditions of this agreement.
* On the Expiry of the Lease Period of 11 months, this Lease Agreement can be renewed on the 5% increase of rent per annum, after expiry of the agreement and conditions for a further period of 11 / 22 months upon execution of a fresh lease

IN WITNESS WHEREOF this agreement upon above-mentioned terms and conditions both the LESSOR and LESSEE hereby are subscribing their respective hands and seals to the day, month and year first above written.

**SIGNED SEALED AND DELIVERED IN PRESENCE OF WITNESSES:**

**1. [Name]**

**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Phone #:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of the Lesser or POA Agent

**2. [Name]**

**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Phone #:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Signature of the authorized signatory of the Lessee