

IN-PRres01

Residential tenancy agreement: rent a house or apartment

The Landlord: [Name]

And

The Tenant: [Name]

Date: [Date]

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The landlord is: [name]
of [address] [Lessor]
The tenant is: [name]
of [address] [Lessee]
The subject property is: [address] and consists of [details]
[use additional -][]
Start date of lease: [date]
End date of lease: [date]
The rent: [amount] Indian Rupees

1. Purpose of agreement

The Lessor has offered and the lessee has agreed to take

[]

2. Renewal of lease

Upon the expiry of the initial terms of lease as contemplated hereinabove, at the sole option

3. User charges

The rent contemplated herein is the net rent excluding

4. Security deposit

The Lessee has paid the Lessor a non-
[00000 /-]

5. Payment of rent

The tenancy month shall be the English calendar month. The rent shall be payable in advance before the [5th]

6. Responsibilities of lessor

The Lessor, should any law, regulation or rule ,
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7. Allowed use and right to quite enjoyment

7.1. The Lessee shall be entitled to use the demised premises only and only for the residential

7.2. The Lessee shall have no

7.3. The lessee shall not be entitled to make any

8. Fittings and Fixtures

The Lessee acknowledges that the demised premises have got all the electrical fittings, fixtures, almirahs, cupboards arranged at the cost of Lessor as

9. Electricity

9.1. The Lessor has obtained and installed a []

9.2. The Lessee is advised to restrict ;

9.3. A separate meter is ;

9.4. Lessee shall be responsible for payment of the cost of electricity consumed ;

9.5. The Lessor shall be at liberty to recover such charges that remain .

10. Taxes and Levies in respect of demised premises

10.1. The Lessor shall be responsible for payment of all municipal, , ;

10.2. In case of any fine or levy by any authority in respect of

11. Condition and Repair

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11.2.

12. Water Supply

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13. Satellite Cable TV Connection

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14. Transfer and Sub letting

15. Inspection by Lessor

16. Premature termination

16.1.

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17. Vacation of demised premises

18. Infringement of the terms of lease by Lessee

19. Insurance

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20. Rent Review

20.1.

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20.3.

20.4.

20.5.

21. Service of Notice

22. Dispute Resolution

23. Successors and assigns

24. Jurisdiction

Witnesses:

1. Lessee
2. Lessor

Explanatory notes:

Residential tenancy agreement: rent a house or apartment

General notes:

1. Demised Premises

It is very helpful to both parties if an accurate scale plan of the property has been agreed in advance. It is essential to

2. Term of lease

The term of the lease is important to be determined in advance of entering into a lease arrangement for both the parties. Certain issues relating to payment of Stamp Duty and Registration

3. Security deposit

The norm is different in different states and provinces and is dependent upon the term of lease. However, as a standard practice, it is advisable that three month's rent as refundable security and three month's rent as advance may be obtained to

4. Expenses and user charges

Water and Electricity charges fall under this category and the Lessee is responsible for

5. Stamp duty on leases

Lease agreement cannot be used as evidence in any court, unless stamp duty has been paid and the document is appropriately stamped.

The stamp duty payable on a lease for less than one year is nominal

Paragraph specific notes:

Note: numbering refers to paragraph numbers.

7 Use allowed

This is essentially included to prevent misuse of the property for any other purposes than allowed by the appropriate government. It is the lessor, who is responsible to the

11 Conditions and repair

It is necessary for the lessor to specify in the lease about the general responsibility of the

14 Transfer or sub let

It is always better that the Lessor make it clear that the lessee is not authorized to transfer or sub let the

16 Premature termination

When you allow a new tenant to enter the premises or decide on a fresh lease, the new occupation is supposed to be in a building offered in a fresh state of existence

20 Rent review

The review of rent should essentially be on a yearly basis, in the event of lease

22 Dispute resolution

A provision for mediation has been included in place

End of notes