HOUSE RENT AGREEMENT

THIS DEED OF HOUSE RENT AGREEMENT IS MADE ON.............. DAY OF ..................... 2017

BETWEEN

**Sri/Smt./Kum…………………………………….**, Aged about ………..years, Son/Daughter/Wife of …..…………………………..,Caste- ………………., Profession …………………………….., permanent resident of …………………., P.o. ………………..... P.S. ………………………….., District …………………… (State) Pin Code ………………. At present residing at …………………., P.o. ………………..... P.S. ………………………….., District …………………… (State) Pin Code ……………….

[**If represented by Attorney Holder by virtue of Power of Attorney**]

represented by his Power of Attorney Holder vide G.P.A. Document No. …………/ (date of Registration), registered in the Office of the Sub-Registrar, …………….., District- ……………….., (State) **SRI/Smt./Kum ……………………………………….**, Aged about ……….. years, Son/Daughter/Wife of …..………………………….., Caste- ………………. , Profession …………………………….., resident of …………………., P.o. ………………..... P.S. ………………………….., District …………………… (State) Pin Code ………………. At present residing at …………………., P.o. ………………..... P.S. ………………………….., District …………………… (State) Pin Code ……………….

(Hereinafter called the House Owner on the First Part which includes his/her Agents, Heirs, Successors, Representatives, Assignees, etc.)

AND

 **Sri/Smt./Kum…………………………………….**, Aged about ………..years, Son/Daughter/Wife of …..…………………………..,Caste- ………………., Profession …………………………….., permanent resident of …………………., P.o. ………………..... P.S. ………………………….., District …………………… (State) Pin Code ………………. At present residing at …………………., P.o. ………………..... P.S. ………………………….., District …………………… (State) Pin Code ……………….

 (Hereinafter called the Tenant on the Other Part which includes his/her Agents, Heirs, Successors, Representatives, Assignees, etc.)

 WHEREAS the First Party,is the owner of a Building situated over a landed property situated in Village/Mouza - ............................, P.S.- .........................., Tahasil .............................................., District ....................................

AND WHEREAS the 2nd party tenant desirous of hiring a shop room on the said premises, now both the parties execute this agreement on mutually agreed terms and conditions,which are as under:

Now this deed of agreementwitnesses:

1. That this fresh agreement shall commence from ....................................................
2. That, the period of tenancy shall be for a period of .................................. years with effect .......... (date) to .............................
3. That the House owner/ 1st party hereby acknowledges that he has already received on various occasions totalling a sum of an advance amount of **Rs. ......................./(Rupees in words)** only from the tenant ( 2nd Party) (specify the details of the payment) which stands as an interest free security deposit lying with the 1st party for the period of tenancy. The said security deposit is refundable by the House owner when the tenancy expires or prior to two months of notice given by the House owner to vacate the said premises for any justifiable reason.
4. That during this period of tenancy the tenant, shall pay a monthly rent of Rs................./- (**Rupees in words**) per month, which shall be paid within the first week of the succeeding month of the month for which the rent is due.
5. That, the Tenant shall use the let out premises for his own business or commercial purposeonly. That the tenant shall not use the premises for any illegal, immoral or anti-social purpose or sub-let the said property without the prior written approval of the 1st party.
6. That, the First Party reserves the right to revise or increase the monthly rent of the let out premisesonly after a minimum period of ............. months/years.
7. That the Tenant shall pay all the Electricity Charges every month for the units of Electricity consumed by him during the tenancy and shall not tamper the meter or electrical fittings.
8. That, the Tenant shall not make any addition or alternation to the said let out premises without written consent of the House owner. However the Tenantshall have the right to put up/install temporary partitions, fittings and fixtures, fans, lights, decorative lights etc, and shall remove all such fittings and fixtures at the time of vacating the premises. While removing these fittings and fixtures the Tenant shall take all possible care, not to cause any physical damage to the structure.
9. That the Tenant shall not sublet, or sublease, or assign or otherwise part with whole or part of the let out premises without the express consent of the House Owner.
10. That the Tenant shall keep the let out premises clean, in good rentable condition, and the Tenant, after the expiry of the tenancy, or premature termination of the tenancy,shall deliver the possession of the premises to the House owner/ or to his authorised agent, in good condition.
11. That,after the expiry of the tenancy, or premature termination of the tenancy the Tenant, shall peacefully surrender the possession of the let out premises to the House owner without any encumbrances if he is fully repaid with the security deposit of Rs........................../.
12. That the during the tenancy the House owner shallnot carryout any major, structural repairs without the permission of the tenant, but the Tenant shall carry out all periodical & regular maintenance for necessary the up keep of the let out premises in good and hospitable condition.
13. That the House owner shall permit the Tenant to enjoy, the peaceful occupation of the let out premises without any disturbances or unlawful hindrances.
14. That an advance written notice of TWO months shall be required to be served before the termination of the tenancy either by the House Owner or by the Tenant.
15. That the House owner shall reserve the right to enter, inspect and carry out the necessary maintenance at any time inside the let out premises, as may be required or deemed necessary.
16. That it is agreed between the parties that in case of any dispute arising between them during this period of tenancy, the same shall be resolved by referring the dispute to one single Arbitrator mutually agreed upon by the parties or both the parties shall have the choice to appoint an arbitrator and the decision of the arbitrator/ arbitrators will be final and binding upon both the parties.

## THE SCHEDULE OF THE PROPERTY

DISTRICT :

TAHASIL :

P. S. :

### MOUZA :

KHATA NO : …………………… (in words)

PLOT NO.s : ……………………… (in words) PART/FULL, Kissam -

Area : Ac. ………………., (in words) out of Total area of Ac. ……………….. (in words)) Dec. from the ……………. (specify the direction)Side.

**Details of the Building/Structure as per the Plan of The Building annexed herewith**

IN WITNESS WHEREOF THE HOUSE OWNER AND THE TENANT HERETO HAVE SIGNED THIS DEED ON THE DAY, DATE, MONTH & YEAR FIRST ABOVE WRITTEN, SIGNED, SEALED AND DELIVERED BY THE ABOVE NAMED HOUSE OWNER IN THE PRESENCE OF THE FOLLWOING WITNESSES.

Signature of the House owner Signature of the Tenant

Signature of Witness No.1 Signature of Witness no.2

Name.............................................. Name....................................................

S/D/W of......................................... S/D/W of...............................................

Address........................................... Address..................................................

........................................................ ................................................................

........................................................ ...............................................................

P.S..................District.................. P.S.....................District......................

THIS DOCUMENT IS PREPAREDBY

 (Signature with Date/ Name & Address)