

TENANCY AGREEMENT

ARTICLES OF AGREEMENT made at _____ this _____ day of _____, 2001,
BETWEEN _____, Adult Indian Inhabitant, residing at _____
Hereinafter referred to as "THE LANDLORD" (which expression shall, unless it be repugnant to the context of meaning thereof, be deemed to include his heirs, executors, administrators and assigns) of the ONE PART

AND

_____ "Adult, Indian Inhabitant, residing at _____
_____ "hereinafter called "the TENANT" OF THE Other part.

WHEREAS the Landlord is the owner and is well and sufficiently entitled, seized and possessed of all the piece and parcel of land and building situated at Room No. _____.

AND WHEREAS the said Tenant has approached the Landlord and requested him to let out the said premises for the purpose of residence in the said building and requires the said premises for him and his family members.

AND WHEREAS the Landlord has received the request from the said Tenant to let out the said premises and accept him as contractual tenant which the Landlord agreed to do and accordingly accepted the Tenant as his Tenant with effect from _____, 2000 in respect of Room No. _____ on the terms and conditions and stipulated mutually and orally agreed by the Landlord and Tenant.

AND WHEREAS the parties hereto are reducing the said agreed terms in to writing.

NOW THEREOF THIS INDENTURE RECORDS that the Tenant is accepted as Landlord's monthly tenant is accepted as Landlord's monthly tenant and the said Tenant is Landlord's monthly tenant is in respect of Room No. _____ from _____ (date) on the following terms and conditions:-

The landlord doth and hereby let to the Tenant as his monthly tenant in respect of Room no. _____ and the Tenant hereby agrees that he has taken on the said premises as monthly tenant of said premises on the _____ Floor of the said Building on the terms and conditions hereinafter records. The monthly standard rent of the said premises shall be Rs. _____ (Rupees only) per month inclusive of all permitted increases as on _____ but which will be exclusively of any kind of electric charges. THE TENANT HEREBY AGREES AS FOLLOWS :-

1. To pay monthly rent due in the next month on or before the 10th day of each month at the Landlord's place whether demanded or not;

3. To pay all charges for electric energy and water consumed on the demised premises. To pay all kinds of taxes, permitted increases, repair cess, which the tenant or occupier of the premises are by law bound and liable to pay on demand at any time;

4. Not to do or suffer to be done in or about the demand premises anything contained which may be or become nuisance, annoyance or cause damages to the neighboring owners, tenants, occupiers of the said building.

5. Not to use the said Premises for any illegal or immoral purposes or any other purposes prohibited by the local / municipal authorities.

6. Not to cut or injure any wall or timber, or any other parts of the demised premises or make any changes, alterations, additions on the demised premises without first obtaining the written consent of the Landlord and any change, alterations, additions, fittings made with such written consent of the Landlord shall become and be considered the property of the Landlord after they are made, the Tenant shall not be entitled to remove the same either before or after the expiration of the Tenancy.

7. Not to sub-let, re-let, assign or transfer or part with the possession of the demised premises or any part thereof too any persons.

8. Not to store, keep per stock any goods, articles, in the passage or compulsory open space or on road save and except in course of goods, articles taken in and brought from the demised premises.

THE LANDLORD HEREBY AGREES AS FOLLOWS:-

9. That the Tenant paying rent herein before reserved and observing and performing the stipulations and averments on this part herein before contained and shall quietly enjoy the demised premises without interruption by the landlord or any person or persons lawfully claiming through, under or in trust for him.

10. To pay and discharge all existing and future rates and taxes assessment that may be imposed or charges upon the demised premises by the Mumbai Municipal Corporation, Government of Maharashtra, or any other authority including all increases payable by the Landlord consistent with the covenants by the Tenant in that behalf herein before stated.

11. That the Landlord and his agent, contractors, servants or any intending purchaser or purchasers or tenant authorized by the Landlord shall have full liberty to inspect demised premises at any reasonable hour to view the conditions thereof and to effect such repairs as the Landlords is required to do pursuant to his covenants in that behalf herein contained and to carry out any work and the Tenant shall allow the same to be done without any objection.

13. The Landlord shall not be responsible for any damages or injury whatsoever caused by pulling down the wall or floor whether by fire, leakage, accident,, rains, white-ants or any explosion or bursting or any water or gas pipe line or electric installations or circuits. The Tenant shall, on execution of this Agreement, deposit with the Landlord three months' rent at the rate of Rs _____/-(Rupees _____ only) per month total amounting to Rs. _____/-(Rupees _____ only) which the amount shall continue to remain as deposit and to be adjusted in payment of the monthly rent

shall continue to remain as deposit and to be adjusted in payment of the monthly rent for the last month of the tenancy. The said deposit amount of three months' rent shall not carry any interest.

14. The landlord confirms that he has received a sum of Rs. _____ /-(Rupees _____ only) from the rent as Premium for letting the said premises to him.

15. The Tenant hereby agrees and undertakes that the said rent of Rs. _____ is the STANDARD RENT of the said let out to him inclusive of all permitted increases imposed by the concerned authority from time to time and demanded by the authority from time to time and demanded by the authority hereinafter which he is bound and liable to pay to the Landlord on demand.

16. The Tenant hereby agrees to abide by all the terms and conditions printed on the rent bill, which is part and parcel of this Agreement.

17. The Tenant hereby agrees and confirms that the said demised premises has been let out to him for the purpose of Residence only and the Tenant shall not change the user of the premises under any circumstances.

IN WITNESS WHEREOF the parties hereunto set and as subscribed their respective hands and seals the day and year hereinabove written.

SIGNED SEALED AND DELIVERED by _____)

The within named _____)

the LANDLORD, _____)

in the presence _____)

of _____)

SIGNED SEALED AND DELIVERED _____)

By the within named _____)

_____)

The Tenant, _____)

In the presence of _____)

DISCLAIMER: These legal forms and documents are for reference only. Any agreement that you enter into, should be in consultation with a Solicitor or an Advocate. www.propertynow.in. will not be responsible for any claim arising out of the use of any of the above mentioned documents.