

## **LEAVE & LICENSE AGREEMENT / RENT AGREEMENT**

This rental agreement is made on the (Date), (month) (Year) at (District) between Mr. \_\_\_\_\_ S/O \_\_\_\_\_, Residing at \_\_\_\_\_, hereinafter called the “**OWNER**” which term shall mean and include whatever the context so admits and permits their legal successors, legal representative, executors, administrators and assigns of **ONE PART**

**AND**

Mr. \_\_\_\_\_ S/O \_\_\_\_\_, Residing at \_\_\_\_\_, hereinafter called the “**TENANT**” which term shall mean and include whatever the context so admits and permits his/her legal heirs, legal representative, executors, administrators and assigns of **OTHER PART**.

**WHEREAS** the **OWNER** herein is the sole and absolute owner of all that piece and parcel of the **Shop** premises, (**Shop Address**) \_\_\_\_\_, **and WHEREAS THE TENANT** has approached the **OWNER** to demise the **SCHEDULE** mentioned premises on Monthly rental basis for Office purpose for a period of **11 Month** on the terms and conditions hereinafter mentioned and the **OWNER** has also hereby agreed to demise the schedule mentioned premises to the **TENANT** on a monthly rental on the following terms and condition.

### **Terms and Conditions**

1. The rent agreement shall be initially for a period of **11 Month**, commencing for (Date), (month) (Year) and shall expire upon completion of **11 Month**.
2. The Tenant will be eligible to use the premises as Office and Stocking of Goods, as Office purpose. The rent agreement is according to the English Calendar Month.
3. The **TENANT** has agreed to pay the Monthly Amenity charges on or before 10<sup>th</sup> day of the every succeeding month for the demised property more fully described in the
4. **Rs. 5,000/- Per month (Rupees Five Thousand Only) towards Rent.**  
**Rs. 15,000/- (Rupees Fifteen Thousand Only),** Three months' rent as one time interest free deposit to be paid by the **TENANT** at the time of taking possession of the premises and refunded by the **OWNER** at the time of receiving vacant possession of the premises (Refer Point for details)
5. Apart from the monthly rent, the **TENANT** shall pay Maintenance Charges, Electricity Consumption charges (At actual) and Water Charges if any to the authorities concerned. 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.

6. That the **OWNER** shall have full control over the supervision and management in respect of the said flat and the **TENANT** shall not, in any way, interfere with the **OWNERS** right of maintenance nor the **OWNER** interfere with the **TENANTS** rights of quiet & peaceful undisturbed tenancy & occupation.
7. The **TENANT** should keep the demised premises in good and tenantable condition, as any prudent person would do with his/her property.
8. The **TENANT** 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 any third party.
9. The **TENANT** shall not commit default in the payment of rents and if the **TENANT** fails to pay the Monthly rent within the stipulated time for two consecutive months, the agreement shall stand cancelled and the **TENANT** shall vacate the premise forthwith.
10. The **TENANT** covenants to keep the demised premises in good and tenantable condition during the continuance of this agreement and also no make any permanent additions or alteration in the same.
11. In case of damage caused by the **TENANT** to the SAID PREMISES during the period of use, **TENANT** 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).
12. The **TENANT** shall handle the fittings and fixtures In the Demised premises and maintain the same properly.
13. The **TENANT** agrees to pay the yearly General Maintenance charges (Same charges as mentioned in point 4) Directly to the **shop owner**. The **TENANT** 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.
14. The Owner shall pay all taxes and Levies due to Municipal Corporation.
15. The **TENANT** shall not create any untoward disturbance or nuisance and shall not allow any anti-social person in the SAID PREMISES.
16. The **TENANT** shall not keep or store any illegal inflammable article or explosives that endanger life and property.
17. Either **The Owner or the TENANT** may terminate the **rent agreement by giving written notice 1 (One) months in advance**. However the **TENANT** 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 One month, shall be paid as compensation to the Owner.
18. That no interest shall be payable on the deposit amount, which would be refunded by the **OWNER** after deducting the arrears in rent and damages if any at the time of **TENANT** vacating and handing over the vacant and peaceful possession of the demise premises to **OWNER**.

19. That the said agreement shall stand automatically terminated in case the **TENANT** fails to comply with of the predetermined terms and conditions of this agreement.

20. On the Expiry of the rental Period, this Rent Agreement can be renewed on the 15% increase of rent per annum, after expiry of the agreement and conditions for a further period as mutually decided by both the parties on execution of a fresh rent agreement.

**IN WITNESS WHEREOF** this agreement upon above mentioned terms and conditions both the **OWNERS and TENANT** 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:**

Owners:

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Passport Size Photo

Tenant:

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Passport Size Photo

Witness:

1. ....

2. ....