

RENTAL AGREEMENT

PARTIES TO AGREEMENT

xxxxxxxxxx Owner of rental Property residing at
xxxxxxxxxxxx referred to henceforth as the "**First Party**".

AND

xxxxxxxxxxxx the tenant, henceforth referred to as the "**Second Parties**".

PRIMARY AGREEMENT

1. The First Party own a residential Flat located **xxxxxxxxxx** and agree to rent the flat to the Second Party for a MONTHLY RENTAL amounting to **xxxxxxxx (Rs)**
2. Second Party agree to pay the stipulated rent and also the cost of recurring utility bills pertaining to **Maintenance, Electricity bill to TNEB, water & sewage charges** while in occupation of the said flat.
3. The Second Party agree to pay the First Party a sum of **xxxxxxxx (Rs)** towards REFUNDABLE SECURITY DEPOSIT (interest free).
4. The Second Party agrees to abide by the terms and conditions enumerated below

TERMS AND CONDITIONS

The TERMS & CONDITIONS have been framed to ensure that both Parties have a clear understanding of their rights and responsibilities and maintain a cordial relationship during the period of Tenancy.

- i. The Rental Agreement will come into force from the **xxxxxxxx** of the First Party (Landlord) handing over the key to the Second Party (Tenant) and will be **xxxxxxxxxx**.
- ii. The Second Party shall pay the rent on or **before 5th day of each Succeeding calendar month.**
- iii. The Second Party shall pay all utility bills including Maintenance within the due date without fail. Any failure to do so, therefore entailing disconnection of a utility and subsequent expenditure for penalty and arrears will be borne by the Second Party solely.

Allotted One Covered Car Parking which should not be sub rented to any parties.

- iv. If the First Party serves a notice to vacate in extraordinary situations, the Second Party shall accept and agree to vacate the premise in 2 Months
- v. If the Second Party wishes to vacate the premises at any time before the completion of 11 months they should give prior notice of 2 months with end of each calendar or if vacating at shorter notice they should pay **TWO MONTHS RENT** as compensation to the First Party and under no circumstances security deposit will be adjusted towards rent for the notice period.
- vi. It is agreed between the First and Second Party that the First party will bear the normal wear and tear and Second Party will himself bear replacement/repair cost of electric Fans, lights, water taps, glasses, washbasin etc.
- vii. The RENTAL AGREEMENT is automatically renewed for an additional ELEVEN (11) months IF either party fails to intimate the other party in writing (including email) at least **60 CALENDAR DAYS** in advance of the expiry of this RENTAL AGREEMENT.
- viii. The revision of rent will usually be 10% over the previous year or as per mutual agreement.
- ix. If the Second Party defaults in the payment of rent at the appropriate time as agreed upon, the First Party can then terminate the contract agreement with the Second Party immediately and request the Second Party to vacate the premises without any further notice.
- x. The Second Party is required to retain all BILLS related to Electricity, Water & miscellaneous expenses incurred during tenancy. These bills should be submitted to First Party on completion of Tenancy period for settlement of accounts and refund of Security Deposit.
- xi. It is agreed that the First party will REFUND the Security Deposit within 15 days of the Second Party vacating the property after deducting various dues towards utilities if any and also after assessing the cost of re-painting, repairs and damages that may have been caused to the property structure/surface walls/flooring/fittings/etc.
- xii. During the time of occupation and the Second Party shall not involve in sub-letting /lease /share the property with third parties or indulge in any anti-social, criminal or nuisance activities that may inconvenience the neighborhood community. If any complaints or information are received from neighbors or other reliable source/s then the First Party will consider this as a breach of contract and reserve the right to evict the Second Party without

notice and repossess the property. The Second Party will also forfeit the right to claim any refund of Security Deposit money given in such a situation.

- xiii. The Second Party agrees to keep the premises of the rented flat in a clean & good condition causing no damage to the physical structure and the facilities provided. The occupant shall agree to hand over the property to the first party in a fit & clean condition at the time of vacating the premises to the satisfaction of the First Party.
- xiv. Nailing or/and extra fittings are not permitted without prior permission. Any damages to the wall will invite recovery of actual cost for the repair work from the occupant. No additional holes/vent shall be made on the wall for installation of Air conditioners or any equipment unless First Party authorizes the same in writing.
- xv. The First Party is entitled to enter the Premises at any date & time for inspection of the FLAT as long as The First Party has given at least 1 (one) calendar day notice (including via email & SMS) to The Second Party.
- xvi. The Second Party agrees to cooperate with the First Party in showing property to prospective tenants, prior to termination of occupancy.
- xvii. Any maintenance work related to electricity, plumbing, sewage and other minor complaints can be reported directly to First Party and subsequently carried out. Any major repair works that needs to be undertaken will require prior assessment and approval from the First Party.
- xviii. The Second Party shall not erect any permanent fixtures, fittings or extensions on the rented property without approval of the land lord. In case the tenant shall erect such fixtures, fittings or extensions with the approval of the landlord they shall become the integral part of the property. However upon the handing over of the property to the landlord be liable to remove such fixtures at the tenants own expense.
- xix. If the property is left unoccupied by the Second Party for 2 successive months without payment of rent, the First Party retains the right to enter the premises with a duplicate key and repossess the flat without any reservations whatsoever. The Rental Agreement will automatically become null and void and the Second Party is liable to forfeit the entire amount of Security Deposit and also additional punitive damages if the First Party considers it necessary to compensate any loss caused by negligence of Second Party.

- xx. Keys will be handed over to the Second Party at the time of occupation. While vacating the flat the Second Party is required to personally handover the key of the property to the First Party.
- xxi. The Second Party acknowledges having taken possession of the property in good condition and shall ensure to maintain the property well and hand over the premises in equally good condition on completion of tenancy.
- xxii. If any issue happens in the apartment like misbehavior, Disturbing neighbors, Allows or giving occupation for persons other than the following persons, first party can take actions and vacates the tenant from the premises.
- xxiii. The First Party has appointed AUTHORIZED **M/s Nimmadhi Property Management** as Property Manager to represent them in all matters related to the Property maintenance and repairs. The Second Party may contact *M/s Nimmadhi Property Management* whenever any service is required. Such repair and services expenses undertaken by Nimmadhi Property Management at the behest of the second party will be borne by the Second Party only.

We, the undersigned have read and understood the terms and conditions listed above and agree to abide by the same without any reservations.

Landlord

Tenants

EB Consumer No: 09 577 011 966

Keys Received:

List of items will be written in the site.

