

RESIDENTIAL HOUSE RENT CONTRACT

This Residential House Rent Agreement is made on **10 June 2024**. It is between **Mrs. Sabitri Devi Pokhrel** ("Landlord") Permanent resident of Banganga Municipality-8 Kapilvastu, Nepal and **Mr. Suraj Bhandari** ("Tenant,")Permanent resident of Kathmandu Metropolitan city-34, Nepal . This Contract is created based on Contract Act, 2056.

1. PREMISES

Landlord hereby rents to Tenant accept in its present condition the 1st floor of the two and half storied house located at following address: **Kageshwori Manohara Municipality Ward No. 9, Kathmandu.**

2. TERM

The term of this contract shall start on **15 June 2024** and end on **14 June 2025**. In the event that Landlord is unable to provide the House on the exact start date, then Landlord shall provide the House as soon as possible, and Tenant's obligation to pay rent shall abate during such period. Tenant shall not be entitled to any other remedy for any delay in providing the House.

3. RENT

Tenant agrees to pay, without demand to Landlord as rent for the flat the sum of NPR. 15,000.00 (In word: Fifteen Thousands only) within the third week of each calendar month, in cash.

4. USE OF PREMISES

- A. The Flat will be used and occupied by Tenant exclusively as a private single-family residence. Neither the Flat nor any part of the Flat or yard shall be used at any time during the term of this Contract for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence.
- B. Tenant shall comply with all the health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities and homes associations, if any, with respect to the Flat.

5. CONDITION OF PREMISES

- A. Tenant agrees that Tenant has examined the Flat, including the grounds and all buildings and improvements, and that they are, at the time of this Contract, in good order, good repair, safe, clean, and tenable condition.
- B. Landlord and Tenant agree that a copy of the "Joint Inspection," the original of which is maintained by Landlord and a copy provided to Tenant, attached hereto reflects the condition of the Flat at the commencement of Tenant's occupancy.

6. ASSIGNMENT AND SUBLETTING

- A. Tenant shall not assign this Contract, or sublet or grant any concession or license to use the Flat or any part of the House without Landlord's prior written consent.
- B. Any assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and, at Landlord's option, terminate this Contract.

7. **ALTERATIONS AND IMPROVEMENTS**

- A. Tenant shall make no alterations to the Flat or construct any building or make other improvements without the prior written consent of Landlord.
- B. All alterations, changes, and improvements built, constructed, or placed on or around the Flat by Tenant, with the exception of fixtures properly removable without damage to the Flat and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain at the expiration or earlier termination of this Contract.

8. **DAMAGE TO PREMISES**

If the Flat, or any part of the House, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Flat is untenable. If Landlord shall decide not to rebuild or repair, the term of this Contract shall end and the rent shall be prorated up to the time of the damage.

9. **DANGEROUS MATERIALS**

Tenant shall not keep or have on or around the Flat any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on or around the House or that might be considered hazardous.

10. **UTILITIES**

Tenant shall be responsible for arranging and paying for all utility services required on the premises, except Landlord will provide: (Water & Electricity). Tenant shall not default on any obligation to a utility provider for utility services at the House.

11. **MAINTENANCE AND REPAIR**

- A. Tenant will, at Tenant's sole expense, keep and maintain the Flat and appurtenances in good and sanitary condition and repair during the term of this Contract. In particular, Tenant shall keep the fixtures in the Flat in good order and keep the walks free from dirt and debris. Tenant shall not cause harm to the ceilings and walls whenever damage to such items shall have negative impact on the Contract.
- B. Tenant agrees that no signs shall be placed or painting done on or about the Flat by Tenant without the prior written consent of Landlord.

- C. Tenant agrees to promptly notify Landlord in the event of any damage, defect or destruction of the Flat, or the failure of any of Landlord's appliances or mechanical systems, and except for repairs or replacements that are the obligation of Tenant pursuant to Subsection A above, Landlord shall use its best efforts to repair or replace such damaged or defective area, appliance or mechanical system.

12. **RIGHT OF INSPECTION**

Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Contract and any renewal of this Contract to enter the Flat for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Contract.

13. **SURRENDER OF PREMISES**

At the expiration of the Contract, Tenant shall quit and surrender the Flat in as good a condition as it was at the commencement of this Contract, reasonable wear and tear and damages

14. **SEVERABILITY**

If any part or parts of this Contract shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

15. **INSURANCE**

Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's property, nor shall Landlord be responsible for any loss of Tenant's property, whether by theft, fire, acts of God, or otherwise.

16. **BINDING EFFECT**

The covenants and conditions contained in the Contract shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties.

17. **GOVERNING LAW**

It is agreed that this Contract shall be governed by, construed, and enforced in accordance with the laws of the Country of Contract Act, 2056.

18. **ENTIRE AGREEMENT**

This Contract shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Contract is hereby superseded. This Contract may be modified only by a writing signed by both Landlord and Tenant.

We both parties signed this contract having clearly read and understood the above mention terms and condition.

.....
Mrs. Sabitri Devi Pokhrel
(Landlord)

.....
Mr. Suraj Bhandari
(Tenant)

Witnesses:

.....
Mrs. Gita Poudel
Signature of certifying authority

.....
Mr. Krishna Ram Aryal

Signature : _____

Advocate : Bishnujee Pradhan

License No. : 16359

Office : Swoniga Kanuni Sewa Kunj, Kathmandu

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