*<On Stamp Paper for a value as applicable in the State >*

RENT AGREEMENT

THIS AGREEMENT is executed at New Delhi on this \_\_\_\_\_\_\_\_ 2018

Between

, hereinafter called the “Landlord” which expression shall, unless repugnant to the context or meaning hereof, mean and include its executor, legal representatives and assigns;

**AND**

**(hereinafter called "the TENANT", which expression shall, unless be repugnant to the context and meaning, include its successors and assigns)**, hereinafter called the “Tenant” which expression shall, unless repugnant to the contest or meaning hereof, mean and include its executors, legal representatives and assigns.

The expression LANDLORD and TENANT wherever mentioned, shall include their respective heirs, successors, legal representatives and assigns.

And whereas, the landlord is absolute owner of the built up First Floor measuring \_\_\_\_\_Sq feet, approx, in respect of Industrial property bearing No.\_\_\_\_, situated at \_\_\_\_\_\_\_\_\_\_\_New Delhi. And whereas the landlord has accepted the proposal of the tenant and has agreed to Rent out Built up First floor measuring \_\_\_\_\_\_\_ without terrace roof rights, out of the aforesaid said industrial property, on the following terms and condition :

**THIS RENT AGREEMENT, THEREFORE, WITHNESSES AS UNDER :**

1. In consideration of the price/ consideration therein reserved and the covenants and the conditions hereinafter contained and to be observed on the part of the Tenant and the Landlord, the Landlord hereby demises UNTO the Tenant the premises comprising of the \_\_\_\_\_sqfeet (approx) on First Floor to the Tenant, W.E.A\_\_\_\_\_\_\_\_\_ at a monthly rent of Rs.\_\_\_\_\_\_\_\_\_/- ( Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Only) Plus GST Tax/TDS as applicable. Therefore the lease period starting from \_\_\_\_\_\_\_\_ and ending on \_\_\_\_\_\_\_\_.

1. The Tenant shall pay 3 months’ rent in advance as a security amount of Rupees \_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_Only) to the Landlord \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The amount is paid as security shall not fetch any interest on it and amount of security shall be refundable on expiry of Rent agreement, after handing over the vacant possession to the Landlord after paying all the dues.

1. The monthly rent shall be payable by the Tenant to the Landlord by the … of each English Calendar Month. It shall be increased by \_\_\_% (FIVE) percent after every year. The first increase shall be i.e. from \_\_\_\_\_\_\_. The lease period is of \_\_\_ months.
2. That the landlord party can ask the Second Party to vacate the premises by serving a written notice of at least two months. Similarly the second part can vacate the premises by serving a written notice of at least two months to the first party or one month rent in lieu thereof.
3. It is mutually agreed between the Landlord and the Tenant that in case of failure of payment of Lease rents after the due date, after one month the Landlord will disconnect the electricity without notice.
4. The Tenant shall use the demised premises solely for \_\_\_\_\_\_\_\_purpose. The tenant shall not use or allow the premises to be used for any other purpose.
5. The Tenant shall not sub-let, assign or part with the possession of whole or part of the demised premises in any case.
6. The Tenant shall pay for the electricity and water charges directly to the concerned authority and also give the copy of the paid receipts to the landlord if required.
7. The Tenant can inspected the premises, its fittings and fixtures including electric and sanitary fittings and found them in good working order. The Tenant shall be responsible to restore them in the same condition at the time of surrender of possession. If any damage is done to the fixture or building the Tenant shall be liable to make the loss good at the current market price to the Landlord.
8. That the Tenant shall comply with all rules and regulations of the local authorities, State Pollution Control Board, VAT, State excise, Labour Departments and Delhi Government, factory license, DDA/MCD/DPCC/Fire and whatsoever with regard to the demised premises.
9. That the Tenant shall not carry out any structural additions and alterations to the building layout, fittings and fixtures without the consent of the Landlord.

1. The Tenant shall not commit any theft of power nor shall misuse the same in any manner and any criminal or civil liability arising in this regard shall be of Tenant only.
2. The Tenant will maintain all amenities for the premises such as stair case, passages, leading to the premises, water tank, and etc. clear and in good order and condition.
3. The Tenant is responsible for day to day minor repair of the premises regarding for anything whatsoever from his own cost and the Landlord is not responsible for making the same.
4. That the Tenant shall permit the Landlord and his authorized agents to enter upon the demised premises whenever necessary to inspect the premises.
5. The Tenant shall be liable and responsible to pay all taxes, duties and including VAT/ CST, Income Tax, and all Govt taxes etc as applicable to the business under any law for the time being. If any loss occurs to the Landlord on any account Tenant shall indemnify it to the Landlord.
6. The period of this Lease is fixed for …… months i.e. \_\_\_\_\_\_\_ – \_\_\_\_\_\_\_\_\_, renewable at the option and sole discretion of the Landlord, subject to such increase of rent and on such terms and conditions that may be settled on the landlord wish. Whenever the Tenant is desirous of renewing the Lease period, the Tenant shall send request in writing to the Landlord before the expiry of the Lease. However, it will be the option of the Landlord to grant further renewal or not. If further renewal is not granted, the Tenant shall be have to vacate the demised premises upon the completion of the Lease period by all means what so ever. Further in case the tenant does not vacate the premises after the expiry of the Lease, the tenant shall pay one month rent, of the then Prevailing rent and that period shall also be a considered an unauthorized stay, which anyway the Tenant has to vacate.
7. The Tenant shall not make the use of the property in any manner which is objectionable, illegal or unlawful under any law in force at any time.
8. That notwithstanding anything hereinbefore contained, it is expressly agreed by and between the parties hereto that in the event of default of any condition here in before referred to, the Landlord shall be entitle to and shall always have the power to terminate the Lease hereunder granted at his absolute discretion and/or keep the said premises without subjected himself to any liability on that account and in such an event, the Tenant shall surrender the premises and deliver the possession of the same to the Landlord.
9. The Tenant may deduct tax at source while making payment to the Landlord at the rate prevailing under Income Tax Act, 1961 from time to time and shall issue the Certificate of TDS at the time mentioned under the act.
10. In case, the Tenant fails to pay the deposit, installment, any interest, any other charges to The bank or any other financial institution, any other lender, P.F., E.S.I. or any other Govt. Authority, these authorities will not seal the premises. By any way, the Landlord is convinced that the premises needs to be sealed by the Bank, Institution, Lender, P.F., E.S.I. or any other Govt. Authority, the Tenant will have to pay the amount of Lease Rent up to date till the vacation of the premises and handing over to the Landlord.

1. The Tenant and the Landlord has to abide fully by the terms and conditions of the Rent agreement.
2. The Landlord is legally entitled or at liberty to sell the leased premises during the period of Lease and the Tenant will have no objection to it. The new lesser/ new land lord will abide by the same terms and conditions as written in the rent agreement of the previous lesser / land lord. If the new lesser /land lord wishes to sign a new agreement with same terms and conditions then the tenant shall not pay any stamp duty or any registration charges .The new lesser shall bear all the charges. Moreover in due course of lease period, if the landlord is desirous of taking rent in the name of any one in the family of the landlord, the tenant shall abide by that.
3. That any notice required to be served herein shall be sufficiently served on the Tenant if addressed and left by hand or forwarded to him by post at the demised premises and shall be sufficiently served by the Landlord, if addressed and delivered to him or forwarded to him by post at the address mentioned above. A notice sent by post shall be deemed to be given at the time when in due course of post, it should have been delivered to the address to which it was sent.
4. The Landlord and Tenant will share the expenses 50% each incurred by way of stamp duty, registration charges and advocate charges of this Rent agreement in respect of the demised premises.
5. That the Landlord shall provide No Objection Certificate to the tenant as per the conditions prescribed by excise / govt. authority rules and conditions for the firms operational purpose.

IN WITNESS WHEREOF the parties have put their signatures hereunder on the date, month and year first above written.

**WITNESSES :-**

**1. LANDLORD**

**2. TENANT**

Drafted By

Legal Team

Clubdeals Realty

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