

RENTAL AGREEMENT

THIS INDENTURE OF LEASE, made and executed on this ____ day of _____, 20____, BY AND BETWEEN:

The "LESSOR," being _____, having permanent residence at _____, hereinafter referred to as the FIRST PARTY, of the ONE PART;

AND

The "LESSEE," being _____, residing at _____, hereinafter referred to as the SECOND PARTY, of the OTHER PART;

WHEREAS the FIRST PARTY, being the absolute and lawful owner of the immovable property situated at _____, has consented to demise and lease unto the SECOND PARTY the said premises, together with all easements, liberties, and appurtenances appertaining thereto, subject to the stipulations and covenants set forth hereinafter;

NOW THIS LEASE WITNESSETH AS FOLLOWS:

1. DEMISE AND TENURE: The Lessor doth hereby demise unto the Lessee, for a determinate term of ____ months/years commencing from the ____ day of _____, 20____, the aforementioned premises, yielding and paying therefor unto the Lessor, during the said term, the monthly rent of INR _____, payable without demand, deduction, or abatement, in advance on or before the ____ day of each calendar month.

2. SECURITY CONSIDERATION: The Lessee doth hereby covenant to deposit with the Lessor, contemporaneously with the execution hereof, a sum of INR _____ as interest-free security deposit, refundable upon lawful determination of this lease, subject nevertheless to deduction of such sums as may be lawfully claimed by the Lessor for arrears of rent, damages, or breach of covenant.

3. COVENANTS OF THE LESSEE: The Lessee hereby undertakes –

- a) That the premises shall be utilized solely for residential habitation and for no commercial or unlawful purposes whatsoever;
- b) That no alterations, additions, or structural modifications shall be effected without prior written sanction of the Lessor;
- c) That the Lessee shall punctually discharge all obligations relating to utilities, rates, cesses, and charges leviable in respect of the said premises during the currency of this lease.

4. COVENANTS OF THE LESSOR: The Lessor doth hereby assure –

- a) Quiet and peaceful possession and enjoyment of the demised premises by the Lessee, free from unlawful interruption;
- b) Undertaking all major structural repairs necessitated by natural wear and tear, save and except those occasioned by the negligent or willful conduct of the Lessee.

5. TERMINATION: Notwithstanding the tenure hereinabove stipulated, either party may, by serving not less than ____ days' prior written notice upon the other, determine this lease; PROVIDED HOWEVER that the Lessor shall be entitled to forthwith re-enter and repossess the premises upon

non-payment of rent for two consecutive months or upon breach of any covenant herein contained.

6. GOVERNING LAW AND JURISDICTION: This Agreement shall be construed in accordance with, and governed by, the laws in force within the territory of India, and the parties hereby submit to the exclusive jurisdiction of the courts situated at _____.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and subscribed their names to this instrument on the day, month, and year first hereinabove mentioned.

(Lessor / First Party) (Lessee / Second Party)

Witnesses:

1. _____

2. _____