**PAYING GUEST AGREEMENT**

THIS PAYING GUEST AGREEMENT is made and entered in Mumbai on this {today}.

**BETWEEN**

**MR. {owner\_name},** an adult, Indian Inhabitant, having registered office at **4, Marwadi Chawl, Kajuwadi, Chakala, Andheri (East), Mumbai- 400099, having Mobile No. {owner\_mobile\_number},** hereinafter referred to as 'the **“OWNER”** (which expression shall mean and include their respective legal heirs, legal representatives, successor- in-interest, till the last survivor and permitted assigns) of the **ONE PART**

**AND**

**MR. {tenant\_name}, S/O. {tenant\_father\_name},** aged {tenant\_age} years, Indian Inhabitant, having his permanent address at {tenant\_address}, and Office at {tenant\_office\_address}, having Aadhaar Card No. {tenant\_adhar\_number}, PAN: {tenant\_pan\_number}, hereinafter referred to as the **“PAYING GUEST"** (which expression shall wherever the context so permits means and include it. successors in business and assigns) of the Other Part,

WHEREAS the Owner is the lawful owner of **{flat\_address},** (Hereinafter referred to as “THE SAID PREMISES”)

AND WHEREAS the Paying Guest has approached the Owner with a request to allow the Paying Guest to temporarily occupy and use a portion of the said Licensed Premises on Paying Guest basis, commencing from {**start\_date} to {end\_date}** on the terms and conditions hereinafter mentioned.

NOW THESE PRESENTS WITNESSETH AS FOLLOWS.

1. All the above recitals shall form part of this operative portion of this Paying Guest Agreement.

2**.** TheOwner hereby grants leave and license to the Paying Guest to temporary occupy and use the said licensed premises for a period of **11 months** commencing from **{start\_date} to {end\_date}** (BOTH DAYS INCLUSIVE) hereinafter referred to as the licensed period.

3. The Paying Guest has deposited with the Owner a sum of **Rs.{rent\_amount}/- (Rupees {rent\_amount\_words} Only)** on the execution hereof as a Security Deposit for the due observance and performance of the terms & conditions of this Agreement. The said deposit shall be interest free and shall be refunded to the Paying Guest on the expiry of its License Period or sooner determination thereof and on the Paying Guest handing over possession of the said Licensed Premises to the Owner.

4. In consideration of the Owner granting the Paying Guest the permission to use the said Licensed Premises on Paying Guest basis for **Residential** purpose only, the License shall pay the Owner a License fee of **Rs.{rent\_amount}/- (Rupees {rent\_amount\_words} Only) per month excluding Electricity Charge-** The Paying Guest shall pay the License Fee to the Owner in advance each month during the Licensed Period. After 11 months rent will be increased 7%.

5. The Paying Guest shall not assign, mortgage or charge or otherwise transfer the said Licensed Premises and/or create any third party right, in respect of the said Licensed Premises.

6. The Paying Guest shall not use the said Licensed Premises or any pay thereof, nor permit the same to be used for any illegal, immoral or improper purpose, nor shall it do or causes or permit or suffer to be done upon the said premises or any part thereof anything which may offend against any status, law or notification, rules and regulations made by the Government, Local Authority or which may become nuisance or annoyance or causes damage to the said premises or any part thereof or to the adjoining residence or which may affect prejudicially the interest of the Licensor.

7. **No Smoking, No Drinking, No Outsider’s, No Girls will be allowed to enter the apartment or society. If the Paying Guest found doing so, the Owner has full right to expel/remove the Paying Guest on IMMEDIATE basis without any notice and the Owner will not be liable to REFUND/PAY ANY DEPOSIT/ADVANCE RENT that the Paying Guest has given.**

8. It has been further mutually and expressly agreed upon by and between the parties hereto that:-

a) In case, the Paying Guest or its permitted assigns commits any default/s in payment of the License Fee as aforesaid or commits breach of any of the terms, conditions and covenants of this agreement, the Owner shall be entitled to revoke forthwith this Leave & Licence at any time.

b) At all times, the ownership of the said Licensed Premises shall be that of the Owner and:

c) The Paying Guest shall use the above said Licensed Premises in a smooth way without prejudicing to the rights of the Owner or causing any nuisance to the neighbouring tenants/owners of the above said building.

9. The Paying Guest shall be responsible and liable to pay to the Owner all the costs and expenses for any loss or damage cause due to the negligence of the Paying Guest to the said premises thereof, or to the Licensor’s fittings therein, during the period of License the Paying Guest shall indemnify and keep indemnified the Owner in respect thereof. The Paying Guest will not make any changes in the furniture’s arrangement.

10. The Paying Guest shall promptly and diligently pay all the bills for electricity,Cable and Gas Charges during the subsistence of this Agreement.

11. Nothing herein contained shall be constructed as creating any right, interest easement, tenancy or sub tenancy in favour of the Paying Guest in, over or upon the Licensed Premises or transferring any interest therein in favour of the Paying Guest other than the permissive right to use hereby granted under section 24 of Maharashtra Rent Control Act 1999.

12. Licensee hereby declared and agrees to hand over the peaceful and vacant possession of the said premises to the Owner on expiry/earlier termination of this agreement, without any obstruction/hindrance.

13. THIS PAYING GUEST AGREEMENT WILL STRICTLY NOT BE APPLICABLE FOR ID PROOF / ADDRESS PROOF, USE FOR AADHAAR CARD / PASSPORT / CREDIT CARD / BANK VERIFICATION.

14. Both the parties are entitled to terminate this agreement before expiry, if required, subject **1 month’s notice** in writing be given to the other party of their intention to do so. The Locking period of this agreement shall be for 30 days hence the Paying Guest shall not terminate this agreement in this locking period.

15. The Paying Guest shall not create any **Permanent nature address/ residence proof,** in his name on the above said premises.

16. The terms of this agreement shall be binding on both the parties.

IN WITNESS WHEREOF the parties hereto have put their hands the day and year first hereinabove written.



Signed & Delivered by )

The within named OWNER )

**MR. {owner\_name}** )

in the presence of )

Signed & Delivered by )

The within named PAYING GUEST )

**MR. {tenant\_name}** )

S/O. **{tenant\_father\_name}** in )

the presence of )

**DEPOSIT RECEIPT**

RECEIVED in cash/cheque/Online Transfer from the above named Paying GuestMR. {tenant\_name}, S/O. {tenant\_father\_name}, a sum of Rs.{deposit\_amount}/- (Rupees {deposit\_amount\_words} Only) On account of interest free **REFUNDABLE DEPOSIT** as mentioned in above agreement.

**I Say Received Rs.{deposit\_amount}/-**

**MR. {owner\_name}(OWNER)**

**WITNESS :**

1. Rutika Lotlikar

2. Suraj Tripathi

**TERMS AND CONDITIONS**

**We are authorized to evict any resident guest from any room, if a Guest Fans in complying with any one of the following rules :**

* Non-payment of dues within the due dates.
* Bringing guest / friends without prior written permission.
* Bringing friend/ relative from opposite gender (Illegal)
* Indulging in Anti-Social/National activities in the PG accommodation.
* Mischief causing damage to the infrastructure.
* Any misconduct or misbehaviour with fellow PG resident/owner.
* Ragging is strictly prohibited.
* Use of any kind of narcotics consumption of alcoholic beverages, smoking and gambling are restricted. Any act of intimidation or violence, wilful damage to the property or drunken and riotous behaviour constitutes an offence.

Rent has to be paid on or before 6th of every month otherwise Late Payment Charges or Rs. 100/- will be charged for every consecutive day of delay in rent. If Penalty has not been paid then its double amount will be deducted from the security deposit.

Rent can be paid online transfer/Cash/Cheque. If cash/Cheque it has to be submitted to our office.

ThePG inmates should take care of the safety of their belongings inside the room. We will not be responsible for any such losses. Items like costly watches, mobile phones and laptops must not to be kept open inside the room.

30 days prior written notice must be given by resident guest to us when vacating the premises. Email ([vcw2204@gmail.com](mailto:vcw2204@gmail.com)), Message (9967966889/9167759520). If Guest fails to give 30 day’s notice, we are not supposed to refund any amount of Deposit in any circumstances.

Deposit amount will not be adjusted as accommodation Monthly charges.

The accommodation charges are charged on monthly basis only.

Changes for Cooking Gas, Cable TV, and Electricity are Payable by the Guest themselves.

Even if caretaker / maid is handling the cleanliness of the flat it is equal responsibility of the Guest staying to keep the flat well maintained, neat and clean.

All Furniture & Fixtures maintenance and Electronic Repairs and maintenance charges need to be bare by respective Guests.

Room Cannot be locked in any circumstances.

All the Washrooms in the apartment are common for everyone and can be shared by everyone in the flat.

Security deposit will be settled in the Guests Bank Account/Cash within 7 days after vacating the flat. Subject to deduction of dues, if any. (Dues can be Electricity/Cable/Gas/Damage to the property/anything mentioned above).

I, **MR. {tenant\_name}, S/O. {tenant\_father\_name}**, having his permanent address at {tenant\_address}, have carefully read and accepted the terms and conditions mentioned above.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of the Guest**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of the Authorized Representative**





**PAYING GUEST AGREEMENT**

Name :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



Room No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_