# RENTAL AGREEMENT

THIS RENTAL AGREEMENT is made on this, the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2016 (TWO THOUSAND XXXX) at Chennai.

# **BETWEEN**

**XXXXXXX**, aged about XX years, son of XXXXX residing at XXXXXX, hereinafter called the "LESSOR" which term shall mean and include whatever the context so admits and permits his legal heirs, legal representative, executors, administrators and assigns of **ONE PART** and represented by his father/mother –POA agent (in case of power of attorney), **XXXXXXX**, aged about XX years residing at XXXXXXXX, Chennai — 600 0XX, **as agent as per adjudicated power of attorney dated 24.XX.XXXX** 

### AND

**Mr.ABC S/O of Mr.XXXXX**, residing at XXXXXX ,hereinafter called the "**LESSEE**" which term shall mean and include whatever the context so admits and permits his legal heirs, legal representative, executors, administrators and assigns of OTHER PART.

WHEREAS the LESSOR herein is the sole and absolute owner of all that piece and parcel of the residential flat, XXXX Chennai 6000XX and more particularly described in the SCHEDULE hereunder.

AND WHEREAS THE LESSEE has approached the LESSOR to demise the SCHEULE mentioned FLAT on Monthly rental basis for <u>Residential purpose for a period of 11 months</u> on the terms and conditions hereinafter mentioned and the LESSOR has also herby agreed to demise the SCHEDULE mentioned FLAT to the LESSEE on a monthly rental on the following terms and condition.

### NOW THIS AGREEMENT OF RENTAL WITNESSETH AS FOLLOWS:

- The Lease will commence from 01/07/16 and shall be in force for 11 months, with effect from 01/06/17
- The LESSEE has agreed to pay the LESSOR a monthly rent of Rs10000/- per month(seven thousand only) and the said sum shall be payable by the Lessee to the Lessor on or before the 5th day of succeeding month, reckoning according to English Calendar month.
- 3. The LESSEE has today paid the LESSOR a sum of Rs.40000/-(Rupees FORTY thousand only) as advance, which is to be returned to the LESSEE by the LESSOR at the time of vacating the premises. The advance amount will not carry any interest.
- 4. The LESSEE further agrees to pay maintenance charges every month directly to the VGN BRIXTON OWNERS WELFARE ASSOCIATION. The charges are fixed fee which will be fixed by the VGN BRIXTON OWNERS WELFARE ASSOCIATION within time frame regulated by the VGN BRIXTON OWNERS WELFARE ASSOCIATION.
- 5. The LESSEE shall pay the electric consumption charges apart from the rent separately according to the meter annexed to the premises let out to him every month directly to the Electricity board. (this is applicable for Permanent Electricity blocks only) For Temporary Electricity Blocks the

- following amount to be paid directly to "VGN Developers" before 10th of every month.
- 6. The LESSEE shall pay the Water charges of Rs.1046/ month apart from the rent to the "VGN DEVELOPERS" before 10th of every month (This will applicable until further notice)
- The LESSEE shall maintain the above said rented premises in good and tenantable condition.
- 8. The LESSESS shall communicate in writing in advance any prolonged locking(more than 2 weeks) of the premises due to travelling out of station or out of country and make necessary arrangements to pay the rent and various other charges as applicable
- 9. The LESSEE shall abide by Rules and regulations of VGN BRIXTON OWNERS WELFARE ASSOCIATION apart from the restrictions in respect of using common facilities like Swimming Pool, Play area, Park, Gym, Indoor Games, the landscaped area, Mini Theatre, Party hall and all other common amenities.
- 10. That the LESSOR shall have full control over the supervision and management in respect of the said flat and the LESSESS shall not in any way, interfere with the LESSOR's right of maintenance nor the LESSOR interfere with the LESSEE's right of quiet and peaceful undisturbed tenancy and occupation.
- 11. The Lease is to be terminated by one month notice on either side.
- 12. After 11 months the rent agreement can be renewed on the terms and conditions to be mutually agreed upon or can be cancelled. The rent will be increased at 10% of current monthly rent or mutually agreed amount will be decided at the time of renewal.
- 13. The LESSEE shall not sub-let the demised portion of the Premises or any part thereof either for commercial or residential purpose to anyone else.
- 14. The LESSEE should ensure that the Flat should not be excessively Occupied

  .It should not exceed 2 persons per bed room. In case of Double bedroom

- Flat the Maximum occupants should be 4 persons and Triple bedroom Flat the Maximum occupants should be 6 persons.
- 15. The LESSEE shall not make any additions or alternations to the portion of the premises let out to him without the written consent of the LESSOR.
- 16. If the LESSEE commits default in the payment of rent for two month or breaches any of the terms of this Lease Deed, the LESSOR shall be entitled to terminate the lease forthwith in respect of the period of lease provided herein. The LESSOR will adjust the outstanding amount from the advance amount.
- 17. The Lessee shall surrender vacant possession of the property demised on the expiry of the lease or on sooner determination. The LESSOR shall return the advance amount after adjusting any amount that may remain due and payable by the LESSEE.
- 18. The Tenant shall not allow the above said rented premises for any illegal activities. If it is found so, the OWNER has got the right to enter the above said rented premises and take possession of the same fore with.
- 19. ASSOCIATION or the LESSOR is entitled to execute the random visit to the LESSEE Premises to ensure that there is no "Anti-social activities" carried out in the premises of the LESSEE.
- 20. That the Tenant shall be liable to pay for the breakages, damages to the sanitary, electrical, modular kitchen, wood work and other fittings during the rental period.
- 21. That the Tenant should keep the above said rented premises in good condition and should handover it in the proper good condition as at the time of taking over of the property.
- 22. The LESSEE shall not throw dirt, rubbish, rags or other refuse or permit the same to be thrown from the said premises or in the compound or any portion of the building except at the allotted places.
- 23. The LESSEE shall not at any time use the SCHEDULE premises for storage of anything which is offensive in nature, hazardous or inflammable or is

likely to be nuisance or danger or diminish the value or the utility of the other portions of the building complex in occupation of other tenants/owners. In the event of such default the tenant shall be liable to indemnify the OWNER for any loss, damage that they may suffer or be put to an account of the LESSEE's breach of the obligations contained in the clause.

24. The LESSEE shall not cause any damage to the demised premises. In the event of any damage caused, the LESSOR shall not be entitled to have the same repaired and adjust the amount from the advance amount.

#### **SCHEDULE**

ALL THAT PIECE AND PARCEL OF FLAT BEING NO XXXXXXXXX CHENNAI 6000XX.One covered car park.

IN WITNESS WHEREOF this agreement upon above-mentioned terms and conditions both the LESSOR and LESSEE hereby are subscribing their respective hands and seals to the day, month and year first above written.

SIGNED SEALED AND DELIVERED IN PRESENCE OF WITNESSES:

1.

SIGNATURE OF THE LESSOR OR POA Agent

2.

SIGNATURE OF THE AUTHORISED SIGNATORY OF THE LESSEE

### **Fixtures List**

a)	Fans	b) Geysers	c) Tube Lights	d) Exhaust Fan
e)	Other			