

## TENANCY AGREEMENT

ARTICLES OF AGREEMENT made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2001,  
BETWEEN \_\_\_\_\_, Adult Indian Inhabitant, residing at \_\_\_\_\_  
hereinafter referred to as "THE LANDLORD " (which expression shall, unless it be repugnant to the  
context of  
meaning thereof, be deemed to include his heirs, executors, administrators and assigns) of the  
ONE PART  
AND

\_\_\_\_\_ " Adult, Indian Inhabitant, residing at  
\_\_\_\_\_ " hereinafter called "the TENANT " OF THE Other part.

WHEREAS the Landlord is the owner and is well and sufficiently entitled, seized and possessed of  
all the piece and

parcel of land and building situated at Room No. \_\_\_\_\_.

AND WHEREAS the said Tenant has approached the Landlord and requested him to let out the said  
premises for the  
purpose of residence in the said building and requires the said premises for him and his family  
members.

AND WHEREAS the Landlord has received the request from the said Tenant to let out the said  
premises and accept

him as contractual tenant which the Landlord agreed to do and accordingly accepted the Tenant as  
his Tenant with

effect from \_\_\_\_\_, 2000 in respect of Room No. \_\_\_\_\_ on the terms  
and

conditions and stipulated mutually and orally agreed by the Landlord and Tenant.

AND WHEREAS the parties hereto are reducing the said agreed terms in to writing.

NOW THEREOF THIS INDENTURE RECORDS that the Tenant is accepted as Landlord's monthly  
tenant is accepted

as Landlord's monthly tenant and the said Tenant is Landlord's monthly tenant is in respect of  
Room No.

\_\_\_\_\_ from \_\_\_\_\_ (date) on the following terms and conditions:-

The landlord doth and hereby let to the Tenant as his monthly tenant in respect of Room no. \_\_\_\_\_  
and the

Tenant hereby agrees that he has taken on the said premises as monthly tenant of said premises  
on the

\_\_\_\_\_ Floor of the said Building on the terms and conditions hereinafter records. The monthly  
standard rent

of the said premises shall be Rs. \_\_\_\_\_ (Rupees only) per month inclusive of all permitted  
increases as on

\_\_\_\_\_ but which will be exclusively of any kind of electric charges. THE TENANT HEREBY  
AGREES AS

FOLLOWS :-

1. To pay monthly rent due in the next month on or before the 10th day of each month at the  
Landlord's place  
whether demanded or not;
2. To pay all charges for electric energy and water consumed on the demised premises;
3. To pay all kinds of taxes, permitted increases, repair cess, which the tenant or occupier of the  
premises are by  
law bound and liable to pay on demand at any time;
4. Not to do or suffer to be done in or about the demand premises anything contained which may  
be or become  
nuisance, annoyance or cause damages to the neighbouring owners, tenants, occupiers of the said  
building.
5. Not to use the said Premises for any illegal or immoral purposes or any other purposes  
prohibited by the local /  
municipal authorities.
6. Not to cut or injure any wall or timber, or any other parts of the demised premises or make any  
changes,

alterations, additions on the demised premises without first obtaining the written consent of the Landlord and any change, alterations, additions, fittings made with such written consent of the Landlord shall become and be considered the property of the Landlord after they are made, the Tenant shall not be entitled to remove the same either before or after the expiration of the Tenancy.

7. Not to sub-let, re-let, assign or transfer or part with the possession of the demised premises or any part thereof to any persons.

8. Not to store, keep or stock any goods, articles, in the passage or compulsory open space or on road save and except in course of goods, articles taken in and brought from the demised premises.

THE LANDLORD HEREBY AGREES AS FOLLOWS :-

9. That the Tenant paying rent herein before reserved and observing and performing the stipulations and covenants on this part herein before contained and shall quietly enjoy the demised premises without interruption

by the landlord or any person or persons lawfully claiming through, under or in trust for him.

10. To pay and discharge all existing and future rates and taxes assessment that may be imposed or charges upon

the demised premises by the Mumbai Municipal Corporation, Government of Maharashtra, or any other authority

including all increases payable by the Landlord consistent with the covenants by the Tenant in that behalf herein before stated.

11. That the Landlord and his agent, contractors, servants or any intending purchaser or purchasers or tenant

authorised by the Landlord shall have full liberty to inspect demised premises at any reasonable hour to view the

conditions thereof and to effect such repairs as the Landlord is required to do pursuant to his covenants in that

behalf herein contained and to carry out any work and the Tenant shall allow the same to be done without any objection.

12. The Landlord shall not be responsible for any damages or injury whatsoever caused by pulling down the wall or

floor whether by fire, leakage, accident, rains, white-ants or any explosion or bursting or any water or gas pipe

line or electric installations or circuits.

13. The Tenant shall, on execution of this Agreement, deposit with the Landlord three months rent at the rate of

Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per month total amounting to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

which the amount shall continue to remain as deposit and to be adjusted in payment of

the monthly rent shall continue to remain as deposit and to be adjusted in payment of the monthly rent for the last

month of the tenancy. The said deposit amount of three months rent shall not carry any interest.

14. The landlord confirms that he has received a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)

from the rent as Premium for letting the said premises to him.

15. The Tenant hereby agrees and undertakes that the said rent of Rs. \_\_\_\_\_ is the STANDARD RENT of the

said let out to him inclusive of all permitted increases imposed by the concerned authority from time to time and

demandable by the authority from time to time and demanded by the authority hereinafter which he is bound and

liable to pay to the Landlord on demand.

16. The Tenant hereby agrees to abide by all the terms and conditions printed on the rent bill, which is part and parcel of this Agreement.

17. The Tenant hereby agrees and confirms that the said demised premises has been let out to him for the purpose of Residence only and the Tenant shall not change the user of the premises under any circumstances.

IN WITNESS WHEREOF the parties hereunto set and as subscribed their respective hands and seals the day and year hereinabove written.

SIGNED SEALED AND DELIVERED by )

The withinnamed \_\_\_\_\_ )

the LANDLORD, )

in the presence )

of \_\_\_\_\_ )

SIGNED SEALED AND DELIVERED )

By the withinnamed \_\_\_\_\_ )

\_\_\_\_\_ )

the Tenant, )

in the presence of \_\_\_\_\_ )

DISCLAIMER: These legal forms and documents are for reference only. Any agreement that you enter into, should be in consultation with a Solicitor or an Advocate. KC STAR realtor will not be responsible for any claim arising out of the use of any of the above mentioned documents.

