**Rent Agreement**

(For Shop)

This Rent Agreement (the “Agreement”) is entered into at \_\_\_\_\_\_(Place) on \_\_\_\_\_\_\_\_\_\_\_ (Date) (the “Effective Date”).

**BY AND BETWEEN**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of the First Party], (hereinafter called the “Owner”), aged about \_\_\_\_\_\_\_\_\_\_ [Mention Age], residing at [Address of the First Party].

**AND**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of the Second Party], aged about \_\_\_\_\_\_\_\_\_ [Mention Age] (hereinafter referred to as “Tenant”), residing at \_\_\_\_\_\_\_\_\_ (Address of the Second Party).

WHEREAS, the First Party is sole and absolute owner of the Shop situated at \_\_\_\_\_\_\_\_\_\_ (Property Details).

WHEREAS, the Tenant is a Business Man and approached to the Owner for grant of tenancy on to him of abovementioned Shop for commercial purpose to run business of \_\_\_\_\_\_\_\_\_ [Mention Business Details].

NOW THEREFORE, The Owner at the request of the Tenant agreed to grant to the Tenant Shop and the Tenant has agreed to take the Shop on rent under the terms and conditions specified herein below:

# Period of Tenancy

* 1. That, the term for the Tenancy shall be initially for the period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Mention Month or Years) with effect from the day of signing of this agreement.

# Schedule of Property

* 1. That, the Shop No.\_\_\_\_\_\_\_\_\_ as situated at \_\_\_\_\_\_\_, [mention address of the property] in Market \_\_\_\_\_ [Name of the Market].
  2. That, the owner hereby agrees to give the abovementioned “Scheduled Property” on the rent to the Tenant for the term described in the “Period of Tenancy” of this Agreement.

# Scope of the Agreement

* 1. That, the tenant represents to the Owner that during the continuance of this Agreement, the tenant shall not carry any obnoxious activities, which is illegal or against the law at the scheduled property.
  2. That, the tenant shall not sublease or sublet either the entire or any part of the rental property. The Rental Property shall be used only for the Commercial Purpose.
  3. That, the tenant shall maintain the Rental Property in good and tenable condition. The Tenant further represent that it shall hand over the vacant and peaceful possession of the Rental Property on expiry of the Rent period.

# Maintenance and Other Charges

* 1. That, The Tenant represents that for using the rental property for Residential Purpose, in addition to the rental amount, he shall pay monthly maintenance charges to the Owner.
  2. That, the tenant agrees that during the continuance of this Rental Agreement, he shall pay all charges for electricity and water consumed by him/her for the said rental property on commercial rates to the appropriate authority according to the reading of the electric metre or water metres to be installed in the rental property by the Owner.

# Rent and Payment Terms

* 1. The Tenant will be obliged to make a payment of rental property to Owner.
  2. That the rent payable by the Tenant to the Owner or his Authorized person, in respect of the said Property, shall be Rs. \_\_\_\_\_\_\_ /- [Mention rental amount] (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) per month/per annum, which shall be payable on or before the \_\_\_\_\_\_ [Mention day] of every succeeding month.
  3. In addition to the above-mentioned rental charge, monthly/annual property maintenance charges payable to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ owner by the Tenant every month/year.
  4. That the Tenant has paid a sum of Rs. \_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) advance as Security Amount. This advance amount shall be returned to the tenant by the Owner at the time of vacating the said rental property after adjusting the dues such as rent, water charges, maintenance charges and electricity dues (if applicable), apart from cost of damages if any.

# Termination

* 1. The Agreement may be terminated (i) by either party on thirty (30) days’ prior written notice if the other party is in material breach of the Agreement.
  2. In the event that the Tenant indulges into any misconduct including false/misleading/incorrect information or breach of any other terms of this agreement, the agreement may stand terminated at the option of the Owner.

# Governing Law

* 1. Both the parties acknowledge that the present agreement is governed by the Rajasthan Rent Control Act, 2001 and other relevant laws of Rajasthan.
  2. Both the parties hereby agree that they intend to discharge their obligations in the utmost good faith. They, therefore, resolve all differences howsoever arising out of or in connection with this Agreement by mutual discussion.
  3. If the dispute is not resolved through mutual discussion, the parties shall be bound to submit all disputes and differences howsoever arising out of and in connection with this Agreement to courts of \_\_\_\_\_\_\_ (Name of the District).

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first hereinabove written.

|  |  |
| --- | --- |
| By and on behalf of:    Owner | By and on behalf of:  Tenant |

Signed and Witnessed in the presence of:

WITNESSES:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of the Witness]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Address of the Witness]

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name of the Witness]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Address of the Witness]