**RENTAL AGREEMENT**

**(**ForCommercial Property**)**

This Commercial Property Rental Agreement (this “Agreement”) is entered into as of \_\_\_\_\_\_\_\_\_\_ (the ‘’Effective Date’’).

**BETWEEN:** \_\_\_\_\_\_\_\_\_\_(“Name of company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at \_\_\_\_\_\_\_\_\_\_[[Company Address]], (the “Company”), through its \_\_\_\_\_\_\_\_\_\_[[Authorised signatory: Name of the Person]], (the “Lessor” which expression shall include their heirs, legal representatives, successors and assigns).

**AND:** \_\_\_\_\_\_\_\_\_\_(“Name of company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at \_\_\_\_\_\_\_\_\_\_[[Company Address]], (the “Company”), through its \_\_\_\_\_\_\_\_\_\_[[Authorised signatory: Name of the Person]], (the “Lessee” which expression shall include their heirs, legal representatives, successors and assigns).

**PREAMBLE**

**WHEREAS** the lessor is absolutely seized and possessed or otherwise well and sufficiently entitled to the premises at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Lease Property Address, Address Line 1, Address Line 2, City, State, Pin Code] with a total area of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Lease Property Area] square feet.

**AND WHEREAS** on the request of the Lessee, the Lessor has agreed to grant lease in respect of the demised premises for a term of [Lease Term in Months or Years] in the manner hereinafter appearing.

**WHEREAS** the Lessor hereby grant to the Lessee, the right to enter into and use and remain in the said premises along with the existing fixtures and fittings listed in Annexure 1 to this Agreement and that the Lessee shall be entitled to peacefully possess, and enjoy possession of the said premises, and the other rights herein.

**AND WHEREAS** at the request of the Lessee, the Lessor has agreed to let the said premises to the tenant for a term of\_\_\_\_\_\_\_\_\_\_ [Lease Term] commencing from\_\_\_\_\_\_\_\_\_\_ [Lease Start Date] in the manner hereinafter appearing.

THAT the building situated at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Lease Property Address, Address Line 1, Address Line 2, City, State, Pin Code] and hereinafter called as the demised premises, TOGETHER WITH ALL the fixtures and fitting therein, TOGETHER WITH the electrical installations and together with the right for the Leesse, its employees, servants, agents, customers and persons authorized by the lessor to use the entrances, doorways, entrance hall, staircases, landings and passages in the demised premises for the purpose of ingress thereto, TO HOLD the demised premises unto the Lessee for the period of \_\_\_\_\_\_\_\_\_\_[Lease Term in Months or Years] only commencing from the\_\_\_\_\_\_\_\_\_\_ [Lease Deed Start Date] and determined on \_\_\_\_\_\_\_\_\_\_[Lease Deed Signing Date] but determinable earlier as hereinafter provided PAYING therefor unto the Lessor during the said term monthly rent of Rs. \_\_\_\_\_\_\_\_\_\_[Lease Amount per Month] payable by the\_\_\_\_\_\_\_\_\_\_ [Date of Monthly Payment] of each succeeding calendar month to which it relates.

NOW THEREFORE in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DURATION OF THE RENTAL AGREEMENT

That the lease hereby granted shall, unless cancelled earlier under any provision of this Agreement, remain in force for a period of \_\_\_\_\_\_\_\_\_\_ [Lease Term]].

That the Lessee will have the option to terminate this lease by giving \_\_\_\_\_\_\_\_\_\_ [[one month`s notice]] in writing to the Lessor.

1. AMOUNT OF RENT

That in consideration of use of the said premises the Lessee agrees that he shall pay to the Lessor during the period of this agreement, a monthly rent at the rate of\_\_\_\_\_\_\_\_\_\_ [[Monthly Rental in Number & Words]]. The amount will be paid in advance on or before the date of\_\_\_\_\_\_\_\_\_\_ [[1st day]] of every English calendar month.

1. LICENSE FEE AND PAYMENT OF DEPOSITS
	1. That the Licensee shall pay to the Licensor Rs\_\_\_\_\_\_\_\_\_\_. [[Amount]] Per month towards the compensation and Rs. \_\_\_\_\_\_\_\_\_\_ [[Amount of Deposit]] Interest free Refundable deposit, for the use of the said licensed premises. The amount of monthly compensation shall be payable within first 5 days of the concerned month of Leave and License.
	2. That the Licensee have paid / shall pay the above-mentioned deposit/premium as mentioned above by Cash. Amount Rs.\_\_\_\_\_\_\_\_\_\_.
	3. In case the Landlord fails to refund the security deposit to the Tenant on early termination or expiry of the Rent agreement, the Tenant is entitled to hold possession of the Rented premises, without payment of rent and/or any other charges whatsoever, till such time the Landlord refunds the security deposit to the Tenant. This is without prejudice and in addition to the other remedies available to the Tenant to recover the amount from the Landlord.
	4. That the Lessee has paid to the Lessor a sum of\_\_\_\_\_\_\_\_\_\_[Rental Deposit in Number and Words] as deposit, free of interest, which the Lessor does accept and acknowledge. This deposit is for the due performance and observance of the terms and conditions of this Agreement. The deposit shall be returned to the Lessee simultaneously with the Lessee vacating the said premises. In the event of failure on the part of the Lessor to refund the said deposit amount to the Lessee as aforesaid, the Lessee shall be entitled to continue to use and occupy the said premises without payment of any rent until the Lessor refunds the said amount (without prejudice to the Lessee`s rights and remedies in law to recover the deposit).
2. MAINTENANCE CHARGES

That the Licensee herein shall bear and pay all the maintenance charges of Rs.\_\_\_\_\_\_\_\_\_\_ [[Amount in Numbers]] towards maintenance of Generator & Elevator, Salaries towards guards, Charges for Electricity Maintenance for Common Areas, Charges towards cleaning of Common Areas and towards maintaining the lawn, whichever applicable, in respect of the said Licensed Premises, and other outgoings including all rates, taxes, levies, assessment, non-occupancy charges, etc.in respect of the said premises shall be paid by the Licensor.

1. ELECTRICITY CHARGES
	1. That during the Rent period, in addition to the rental amount payable to the Landlord, the Tenant shall pay for the use of electricity and water as per bills received from the authorities concerned directly. For all the dues of electricity bills and water bills till the date the possession of the premises is handed over by the Landlord to the Tenant it is the responsibility of the Landlord to pay and clear them according to the readings on the respective meters. At the time of handing over possession of the premises back to the Landlord by Tenant, it is the responsibility of the Tenant to pay electricity & water bills, as presented by the Departments concerned according to the readings on the respective meters upto the date of vacation of the property.
	2. That all the sanitary, electrical and other fittings and fixtures and appliances in the premises shall be handed over from the Landlord to the Tenant in good working condition. There will be 3 weeks maintenance period after the possession of Name of tenant. If during these 3 weeks any defect is in electrical outlets/appliances, plumbing/ sanitary is identified & duly notified, the Landlord shall be responsible to repair/ replace the same at his own cost. Upon returning the premises, all the sanitary, electrical and other fittings and fixtures will be restored by the Tenant in a good condition as they are at present, subject to normal wear and tear and damage by act of God.
	3. The Lessee shall pay the actual electricity, shared maintenance, water bills for the period of the agreement directly to the authorities concerned. The relevant `start date` meter readings are\_\_\_\_\_\_\_\_\_\_ [Starting Meter Reading].
2. NO TENANCY

That the Tenant shall not sublet, assign or part with the demised premises in whole or part thereof to any person in any circumstances whatsoever and the same shall be used for the bonafide residential purposes only.

That the Lessee shall have no right to create any sub-lease or assign or transfer in any manner the lease or give to any one the possession of the said premises or any part thereof.

1. DUTIES AND OBLIGATIONS OF THE LANDLORD:
	1. That on the Lessee paying the rent on the due dates thereof and in the manner herein provided and observing and performing the convents, conditions and stipulations herein contained and, on his part, to be observed and performed, shall peaceably and quietly hold, possess and enjoy the demised premises during the term without any interruption, disturbance, claim and demand by the Lessor or any person lawfully claiming under or trust for the Lessor.
	2. To keep the interior, exterior of the demised premises, the drainage thereof in good and tenable repair and condition.
	3. To keep the entrance, doorways, entrance halls, staircases, lobbies and passages in the said building leading to demised premises well and sufficiently cleaned and lighted at his own expense.
	4. To pay rates, taxes, assessment, duties, cess, impositions, outgoings and burdens whatsoever payable to State or local or other authority, which may at any time or from time to time during the term hereby created be imposed or charged upon the demised premises.
2. DUTIES AND OBLIGATIONS OF THE TENANT
	1. To pay the rent as aforesaid on the days and in the manner aforesaid.
	2. To pay the electricity bills for the electricity consumed for lighting the demised premises and for operation of air conditioners, fans, computers and electrical appliances in the demised premises.
	3. Not to make any structural alterations into or upon the demised premises or make any alterations or additions to the external appearance or any part of the demised premises without the previous consent of the Lessor in writing.
	4. To use the demised premises for office purposes of the Lessee.
	5. Not to do or suffer to be done in or upon the demised premises or other parts of the said building in common with other persons anything whatsoever, which may be or become a nuisance or annoyance to or in any way interfere with the quite or comfort of the Lessor or other Lessees and occupiers of the said building.
	6. Not to place or keep or permit to be placed or kept on the demised premises any offensive, dangerous or highly inflammable or explosive material or any other article or things, which may constitute a danger, nuisance or annoyance to the demised or surrounding premises or the owners or occupiers thereof.
	7. Not to sub-let, transfer, assign or part with the possession of the demised premises or any part thereof.
	8. To permit the Lessor, his servants, employees or agents duly authorized by him to enter into and upon the demised premises at all reasonable times for viewing the condition of the demised premises or doing such works or things as may be requisite or necessary for any repairs, alterations, servicing or improvements to the demised premises.
	9. To hand over the peaceful possession of the demised premises at the end or the sooner determination of the said term together with all the Lessors fixtures and fittings in as good condition as received, fair wear and tear, damage by fire, acts of God, riots or other civil unrest, war, enemy action and/or other cause not within the control of the Lessee, being excepted.
	10. Not to obstruct or suffer to be obstructed the entrance hall, entrances, doorways, passages, staircase or lifts.
	11. To replace all broken fittings and fixtures by equally good or better substitutes.
	12. To insure and keep the demised premises insured against loss or damages by fire with an insurance company approved in writing by the Lessor for an amount which shall not be less than
3. OTHER TERMS AND CONDITIONS
	1. The lessee shall be entitled to erect fittings, fixtures, wooden partitions, cabins or make any such additions or alterations, as may be necessary for its use by the Lessee; provided that the lessee shall remove the said fittings, fixtures, wooden partitions, cabins, additions or alterations and restore the demised premises to the Lessor on the expiry of the term of sooner determination of the lease in the same condition as existed before making such changes.
	2. If the lessor fails to pay the taxes, charges, assessments payable by him, or fails to carry out the necessary repairs and other work which he has to carry out as provided herein, the Lessee may after \_\_\_\_\_\_\_\_\_\_[one month] notice in writing, pay, discharge and carry out the same at its own cost and the Lessee may set off the same from the rent payable to the Lessor under these presents.
	3. This Lease Deed shall be executed in duplicate. The original shall be retained by the Lessor and the duplicate by the Lessee.
	4. The marginal notes and the catch lines hereto are meant only for convenience of references and shall not in any way be taken into account in the interpretation of there presents.
4. ALTERATION

That the Licensee shall not make or permit to do any alteration or addition to the construction or arrangements (internal or external) to the Licensed premises without previous consent in writing from the Licensor.

1. INSPECTION

That the Lessor or its duly authorized agent shall have the right to enter into or upon the said premises or any part thereof at a mutually arranged convenient time for the purpose of inspection.

1. CANCELLATION

It is hereby agreed and declared that these presents are on the express condition, that if the rent or any part thereof payable in respect of the demised premises shall be in arrears for a period of \_\_\_\_\_\_\_\_\_\_[two months] or by if the Lessee shall omit to perform or observe any covenants or conditions on the Lessee’s part herein contained, the Lessor may re-enter upon the demised premises provided that the Lessor has served a notice to the Lessee and a period of \_\_\_\_\_\_\_\_\_\_[one month] has elapsed after the issue of such notice, the Lessee does not pay the rent or does not perform or observe the covenant or condition and thereupon this demise and all rights of the Lessee hereunder shall determine.

1. POSSESSION

That immediately upon the expiration or termination or cancellation of this agreement the Licensee shall vacate the said premises without delay with all his/her goods and belongings. In the event of the Licensee failing and / or neglecting to remove himself and / or his/her articles from the said premises on expiry or sooner determination of this Agreement, the Licensor shall be entitled to recover damages at the rate of double the daily amount of compensation per day and or alternatively the Licensor shall be entitled to remove the Licensee and his/her belongings from the Licensed premises, without recourse to the Court of Law.

1. FURNITURE AND APPLIANCES

The said premises is having the Furniture and Appliances mentioned in the Schedule I. The licensee shall maintain the said Furniture and Appliances in the said premises in its existing condition and damage, if any, caused to the said Furniture and Appliances, the same shall be repaired by the Licensee/s at its own cost subject to normal wear and tear.

The Landlord has provided names of the Equipment such as Microwave, Oven, Refrigerator, Washing Machine & Air-conditioners at the “Demised Property” and servicing & repair will be the responsibility of the Tenant.

That the Lessor shall, before handing over the said premises, ensure the working of sanitary, electrical and water supply connections and other fittings pertaining to the said premises. It is agreed that it shall be the responsibility of the Lessor for their return in the working condition at the time of re-possession of the said premises (reasonable wear and tear and loss or damage by fire, flood, rains, accident, irresistible force or act of God excepted).

That the Lessee shall use the said premises along with its fixtures and fitting in careful and responsible manner and shall handover the premises to the Lessor in working condition (reasonable wear and tear and loss or damage by fire, flood, rains, accidents, irresistible force or act of God excepted).

1. LOCK IN PERIOD

Both the parties have agreed to set a lock-in period of \_\_\_\_\_\_\_\_\_\_[[Month(s)]] during which neither the licensor shall ask the licensee to vacate the premises, nor the licensee shall vacate the premises on his/her own during the lock-in period. In spite of this mandatory clause, if the licensee leaves the premises for whatsoever reason, he shall pay to the licensor license fee for the remaining lock-in period at the rate of agreed upon in the agreement. On the other hand, Licensor shall compensate the Licensee for loss and inconvenience caused to the Licensee if he has been asked to vacate the premises

1. NON-VEGETARIAN CLAUSE

The tenant shall not use the premises for baking or having or eating the non-vegetarian food or beverages.

1. DISPUTE AND APPLICABLE LAW

In case of any dispute to this agreement and the clauses herein, the same will be settled in the jurisdiction of the local civil courts.

1. REGISTRATION

That the Rent Agreement will be registered in front of registrar and the charges towards stamp duty, court fee & lawyer/coordinator will be equally borne by the Landlord & Tenant.

**IN WITNESS WHEREOF**, the Lessor has set its hands unto these presents and a duplicate hereof and the Lessee has caused its common seal to be affixed hereunder and a duplicate hereof on the day, month and year first hereinabove written**.**

**IN WITNESS WHEREOF**, each party to this agreement has caused it to be executed at\_\_\_\_\_\_\_\_\_\_ [[Place of Execution]] on the date indicated above.

By First Party: \_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_

By Second Party: \_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESSES:

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_

1. Name of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_

Address of the Witness: \_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_