**PAYING GUEST AGREEMENT**

This Paying Guest Agreement (this “Agreement”) is entered into as of [[Effective Date]] (the ‘’Effective Date’’).

**BETWEEN:** \_\_\_\_\_\_\_\_\_\_\_\_\_ (“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 “the Owner” which expression shall include their heirs, legal representatives, successors and assigns).

**AND:** \_\_\_\_\_\_\_\_\_\_\_\_\_ [[Name of the Person]], (the “the Paying Guest” which expression shall include their heirs, legal representatives, successors and assigns).

**PREAMBLE**

**WHEREAS** the Owner is seized and possessed of and is occupying Flat No.\_\_\_\_ on the \_\_\_\_\_\_ floor of the building named and known as \_\_\_\_\_\_\_\_\_\_\_ situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_;

The Owner hereby agrees to permit the Paying Guest to use one bedroom in the aforesaid premises being Flat No.\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ together with the use of the attached bathroom, on paying guest basis.

**WHEREAS** the Paying Guest have requested the Owner to allow them use of one bedroom in the flat in the aforesaid premises for their own use only on a temporary basis on the terms and conditions hereinafter written.

**WHEREAS** the Lessor is the lawful owner of, and otherwise well sufficiently entitled to [Lease Property Address Line 1, Address Line 2, City, State, Pin Code] falling in the category, [Independent House / Apartment / Farm House / Residential Property] and comprising of [X Bedrooms], [X Bathrooms], [X Carparks] with an extent of [XXXX Square Feet] hereinafter referred to as the `said premises`;

**WHEREAS** Name of the Landlord the Landlord is the absolute owner of the property situated at [[Complete Address of the Property]] consisting of number of bedrooms, living room, family lounge, kitchen, servant room and inbuilt fittings & fixtures and inventory of the equipment as detailed in annexure-1, hereinafter referred to as "Demised Premises".

**AND 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.

**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

This Paying Guest Agreement shall be for a period of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only commencing from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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

The Paying Guest shall pay an amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) for every quarter (Three months). The charges shall include the use of bathroom, and other incidentals and society charges. The Paying Guest have agreed to pay the entire electricity bill, less an amount of Rs.200/- (Rupees two hundred) per month.

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. The Paying Guest have paid at the time of execution hereof a security deposit of Rs. \_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) which shall remain with the Owner free of interest, until the termination of this agreement, and shall be returned to the Paying Guest, subject to any deduction for payments due hereunder. The Paying Guest shall pay a further sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) as Security Deposit on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_.
   2. 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.
   3. That the Licensee have paid / shall pay the above mentioned deposit/premium as mentioned above by Cash. Amount Rs. .
   4. 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.
   5. 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 up to 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. GENERAL TERMS AND CONDITIONS:
   1. The Owner may allot to the Paying Guest any of the bedrooms in the said flat for the use of the Paying Guest and the Owner may change the allocation at any time during the pendency of the Agreement.
   2. The Paying Guest hereby specifically confirm and agree that they have no right whatsoever to the said premises nor shall claim to be tenant/sub-tenant or licensees nor shall claim any other right whatsoever in or to the said premises.
   3. It is clearly agreed and understood that the Paying Guest have not been given any key to the entrance door of the flat nor even to the room that is allocated to them for their temporary use from time to time.
   4. They Paying Guest may use the passages in the flat for access to the room and may use the kitchen for cooking their own food only provided that no disturbance whatsoever is caused to the use of the kitchen and passages and other portions of the flat by the Owner and his servants and others.
   5. The Paying Guest shall not cause any disturbance at any time and may permit guests or any outsider to enter the flat only with the permission of the Owner.
   6. The Paying Guest shall be responsible for any damage caused by them or by any other outsider who has entered the flat through them to the said flat and to any of the furniture, fixtures and equipment therein, reasonable wear and tear excepted.
   7. The Tenant paying the rent herein reserved and observing and performing the terms and conditions on the part of the Tenant as herein contained, shall be entitled to peaceful and quiet enjoyment of the demised premises during the period of this Rent free from any interference, interruption, or objection whatsoever from the Landlord.
3. 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

This Agreement shall stand terminated immediately upon the expiry of the period mentioned hereinabove.

In the event that the Paying Guest misuse any of the facilities in the flat or causes any disturbance or delays in making payment of the Paying Guest charges, this Agreement shall stand terminated forthwith and it is hereby specifically agreed and confirmed that the Owner shall be entitled to enter the room allocated to the Paying Guest for the time being and to remove all the belongings of the Paying Guest and dispose of them.

That, Subject to the condition of lock in period (if any), if the Licensee commits default in regular and punctual payments of monthly compensation as herein before mentioned or commit/s breach of any of the terms, covenants and conditions of this agreement or if any legislation prohibiting the Leave and License is imposed, the Licensor shall be entitled to revoke and / or cancel the License hereby granted, by giving notice in writing of one month and the Licensee too will have the right to vacate the said premises by giving a notice in writing of 30 days to the Licensor as mentioned earlier.

It is hereby agreed that if default is made by the lessee in payment of the rent for a period of three months, or in observance and performance of any of the covenants and stipulations hereby contained and on the part to be observed and performed by the lessee, then on such default, the lessor shall be entitled in addition to or in the alternative to any other remedy that may be available to him at this discretion, to terminate the lease and eject the lessee from the said premises; and to take possession thereof as full and absolute owner thereof, provided that a notice in writing shall be given by the lessor to the lessee of his intention to terminate the lease and to take possession of the said premises. If the arrears of rent are paid or the lessee comply with or carry out the covenants and conditions or stipulations, within fifteen days from the service of such notice, then the lessor shall not be entitled to take possession of the said premises.

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, each party to this agreement has caused it to be executed at [[Place of Execution]] on the date indicated above.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

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: \_\_\_\_\_\_\_\_\_\_\_\_