

## RENTAL DEED

This Rental Deed (“Agreement”) is made and executed on this the \_\_\_\_\_ Day of \_\_\_\_\_ 2020 by and between:

M/s \_\_\_\_\_, a \_\_\_\_\_, under the provisions of \_\_\_\_\_, having its head office \_\_\_\_\_, Represented by its Authorized Signatory hereinafter called the “Owner” which expression shall unless repugnant to the context or meaning thereof, means and include its successors and assigns of the FIRST PART.

**AND**

\_\_\_\_\_, a Company incorporated under the Indian Companies Act 2013, and having its Registered office at \_\_\_\_\_ represented by its Authorized Signatory, hereinafter called the “Tenant” which expression shall unless repugnant to the context or meaning thereof, means and include its successors and assigns of the SECOND PART.

The Owner and the Tenant are collectively referred to as the “Parties”.

**WHEREAS**

A.The Owner herein is the absolute owner in possession of immovable property bearing Plot No. \_\_\_\_\_ and has provided copies of title documents pertaining to the Schedule Property to the Tenant.

B.The Tenant is need of space admeasuring \_\_\_\_ Sft, for running the business of \_\_\_\_\_ - Services.

C.The Tenant, based on representation of the Owner as to clear title with respect to the premises, has agreed to take it on rent basis on terms contained hereinbelow.

Now this Agreement Witnesseth as follows:

**TERMS AND CONDITIONS:**

The Owner hereby grants on rent to the Tenant, the premises admeasuring \_\_\_\_ Sft, at Plot No. \_\_\_\_\_ morefully described in Schedule herein below and hereinafter referred to as “Schedule Premises” on terms and conditions specified herein below:

1.The tenancy shall commence from \_\_\_\_\_ 2020 and shall be initially for 11 months and the same may be renewed at the sole option of the Tenant on or prior to its expiry for such terms and conditions as may be mutually agreed between the Parties. If the Tenant intends to renew the Agreement , it shall inform the Owner of the same one month in advance of the due date of renewal. Upon receipt of such notice of intent to renew the tenancy from the Tenant, the Owner shall mandatorily renew the agreement for such further period as may be required by the Tenant.

2.The Tenant shall with effect from \_\_\_\_\_ 2020 has agreed to pay Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) per month, inclusive of basic amenities and GST. The Tenant shall remit the monthly rent on or before 5<sup>th</sup> day of each succeeding month to M/s. \_\_\_\_\_.

3. That the Tenant shall not transfer his right under this lease or let or sublet the entire Premises or any portion thereof to any other person or persons.

4. The Tenant shall pay electricity charges as per the bills received from the concerned authorities during the rental Agreement only. The water charges are covered in the monthly rent.

5. The Owner shall pay, with respect to the Premises, all taxes, deposits, assessment charges and other outgoings whatsoever of every description (including property tax) which are primarily leviable unto the Owner and shall keep the Premises free from all encumbrances.

6. The Tenant agrees not to make any structural changes to the Premises, without the prior written approval of the Owner, which shall not be unreasonably withheld.

7. The Tenant subject to payment of rent as per the terms hereof and performing and observing the covenants and conditions herein before contained, shall be entitled to quietly and peacefully hold and enjoy the Premises during the period of the lease without any interruption or disturbance by the Owner or any other third party. The Owner represents that if any financiers/bankers/creditors exercises their step-in rights over the Premises then the tenancy rights of the Tenant herein shall be protected. Further, the Owner shall indemnify the Tenant against any loss or damage or claims received/ suffered by it on account of any defect in the title of Owner with respect to the Premises.

8. Unless renewed for further term as per terms hereof, the rent/lease shall terminate on the expiry date. Notwithstanding anything herein contained, the Tenant shall be entitled to terminate this Agreement during its term, by giving the Owner one month advance notice, in writing. The Agreement shall stand terminated on the date so mentioned. The Tenant shall on the expiry/termination of this Agreement shall handover the keys of the Premises to the Owner.

9. The Tenant shall allow the Owner or his authorized representative to inspect the Premises during reasonable hours at reasonable intervals with advance intimation in writing by the Owner.

10. Jurisdiction, Governing law and Dispute Resolution : The Parties agree that this Agreement shall be construed and governed by the laws of India. In case of any disputes pertaining to or arising out of this agreement or the interpretation of the terms and conditions of the agreement, the same shall be decided by arbitration, in accordance with Arbitration and Conciliation Act 1996. The place and seat of arbitration proceedings shall be \_\_\_\_\_ in India. Arbitration shall be conducted in English. The Courts at \_\_\_\_\_ shall alone have jurisdiction, in relation to this Agreement.

11. Notices under this Agreement shall be valid only if given in writing and shall be provided to the Parties at their addresses specified in the opening paragraphs hereof and shall be served either by personal delivery, or courier and shall be deemed to be served in the case of personal delivery on the date on which it is so delivered, and in case of courier upon expiry of 2 days after the date on which it is handed over to courier agency.

12. This Agreement is being executed in duplicate and the original shall be with the Tenant while the copy will be with the Owner.

## SCHEDULE

All that piece and parcel of immovable property admeasuring \_\_\_\_\_ and bounded on the:

**On or towards the North :-**

**On or towards the East :-**

**On or towards the South :-**

**On or towards the West :-**

IN WITNESSES WHEREOF the above said parties have signed this deed on the day, month and year first afore mentioned.

OWNER:

For M/s.

Name:

Designation:

TENANT:

For

Name:

Designation:

Witnesses:1.

2.