

Space for the e-stamp certificate

Print this first page on the e-stamp paper so the stamp certificate sits in this space, or attach the e-stamp certificate in front of this page before anyone signs.

Rental Agreement (India, 11 Months)

A leave and licence agreement for a home in India for 11 months. Template v1.1.

Date of this agreement: _____

Licensor (owner): _____

Licensee (tenant): _____

1. The premises

The Licensor owns the flat or house at this address (the Premises). The Licensor allows the Licensee to use the Premises, with the furniture and fittings listed below, on the terms of this Agreement.

State: _____

Furniture and fittings provided with the Premises:

2. Period and renewal

The licence starts on: _____

This licence is for 11 months from the start date. It ends at the end of that period unless it ends earlier under this Agreement. It does not renew by itself. If both parties want to continue, they sign a fresh agreement on the terms they agree at that time.

3. Licence fee

Monthly licence fee (rent): _____

The licence fee is due on or before this day of each month: _____

How the licence fee is paid: _____

The Licensors give the Licensee a receipt for every payment made in cash. The licence fee stays the same for the whole period of this Agreement.

4. Security deposit

Interest free security deposit: _____

The Licensee pays the security deposit on or before signing. The Licensors hold it without interest and refund it when the Licensee hands back the Premises and the keys, less any unpaid licence fee, unpaid charges and the cost of repairing damage beyond normal wear and tear. The Licensors give the Licensee a written list of any deductions. The Licensee may not adjust the deposit against the licence fee unless the Licensors agree in writing.

5. Lock in period and notice

Lock in period from the start date: _____

Notice period: _____

If there is a lock in period, neither party may end this Agreement during it except for a breach under section 11. A party who ends it during the lock in period for any other reason pays the other party an amount equal to the licence fee for the rest of the lock in period. After the lock in period, either party may end this Agreement early by giving the other party written notice of at least the notice period.

6. Charges and utilities

The Licensee pays these charges. The Licensors pay all others, including property tax:

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The Licensee pays each charge on time for the period of occupation, up to the day the Premises are handed back, and shows the receipts to the Licensors on request.

7. Use of the premises

- (a) The Licensee uses the Premises only as a residence for the Licensee and the Licensee's immediate family.
- (b) The Licensee does not use the Premises for any business or unlawful purpose and does not store anything dangerous there.
- (c) The Licensee follows the rules of the housing society or building and does not cause a nuisance to the neighbours.
- (d) The Licensee makes no structural change or alteration to the Premises without the Licensors' written consent.

8. Repairs

The Licensee keeps the Premises clean and in good condition and pays for minor day to day repairs,

such as bulbs, fuses, taps and small plumbing jobs. The Licensor pays for major and structural repairs, such as leaks and seepage, wiring faults and repairs to the walls, roof and building. The Licensee tells the Licensor promptly about any damage or needed repair, and pays for damage that the Licensee, the family or guests cause beyond normal wear and tear.

9. Inspection

The Licensor or the Licensor's agent may inspect the Premises at a reasonable time after giving the Licensee reasonable notice. In an emergency the Licensor may enter without notice.

10. No tenancy and no subletting

This Agreement is a leave and licence only. It does not create a tenancy, a lease or any other interest in the Premises in favour of the Licensee. Legal possession of the Premises stays with the Licensor. The Licensee may not sublet, assign or part with the Premises, or let anyone outside the immediate family live there, without the Licensor's written consent.

11. Breach

If either party breaks a material term of this Agreement and does not put it right within 15 days after written notice, the other party may end this Agreement by written notice. Nothing in this Agreement takes away a right the law gives either party.

12. Handing back the premises

When this Agreement ends, the Licensee hands back vacant possession of the Premises with all keys, furniture and fittings in the same condition as at the start, except for normal wear and tear. The parties inspect the Premises together before the Licensee leaves. If the Licensee stays on without a fresh agreement, the Licensee pays the licence fee for each day of extra occupation, and the Licensor may take the steps the law allows to recover possession.

13. Stamp duty and registration

Stamp duty and registration charges are: _____

The parties cooperate to stamp this Agreement and, where the law requires it, to register it.

14. Law and courts

This Agreement is governed by the laws of India. Only the courts where the Premises are located have jurisdiction over any dispute about it.

15. Whole agreement

This Agreement is the whole agreement about the Premises. A change is valid only in writing signed by both parties. If a term cannot be enforced, the rest of this Agreement still applies.

Permanent address of the Licensee (the Licensee fills this in):

Licensee phone (the Licensee fills this in): _____

Licensee (tenant)

Signature

Name

Date

Licensor (owner)

Signature

Name

Date