

Month To Month Lease Agreement

THIS Month To Month Lease Agreement is executed at PLACE on this Date day of Month , Year by and between Name of the Landlord , Resident of Permanent Address of the Landlord (hereinafter jointly and severally called the LANDLORD", which expression shall include their heirs, legal representatives, successors and assigns) of the one part:

AND Name of the Tenant , having permanent address at Complete permanent Address of the Tenant and having Passport Number issued from Name of the Country on Date of issuance of Passport , (hereinafter called the "TENANT", which expression shall include its legal representatives, successors and assigns) of the other part.

WHEREAS Name of the Landlord the Landlord is the absolute owner of the Complete Address of the Property consisting Number of Bedrooms bedrooms, living room, family lounge, kitchen, servant room and inbuilt fittings & fixtures and inventory of the equipments as detailed in annexure-I hereinafter referred to as "Demised Premises".

WHEREAS the Tenant has requested the Landlord to grant Rent with respect to the Complete Address of the Property and the Landlord has agreed to rent out to the Tenant the Property for residential purposes only, on the following terms and condition:

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. The rent in respect of the "Demised Premises" shall commence from Starting Date of Agreement and shall be valid till Expiry Date of Agreement. Thereafter, the same may be extended further on mutual consent of both the parties.
2. That the Tenant shall pay to the Landlord a monthly rent of Rs. Amount of rent in Numbers. The rent shall be paid in advance [Monthly or Quarterly] on or before 7th of English Calendar Month.
3. That the Tenant shall pay to the Landlord a monthly maintenance charge 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.

4. That the Tenant shall pay for the running cost of elevator and generator separately to the Landlord.
5. 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. The Landlord has provided names of the Equipments such as Microwave, Oven, Refrigerator, and Washing Machine & Air-conditioners at the "Demised Property" and servicing & repair will be the responsibility of the Tenant.
6. Tenant(s) agree to rent this dwelling on a month-to-month basis for _____ per month, payable in advance on the _____ day of the calendar month for which Owner(s) will give Tenant(s) a rebate/discount of _____.
7. shall be refunded by the Landlord to the Tenant at the time of handing over possession of the demised premises by the Tenant upon expiry or sooner termination of this Rent after adjusting any dues (if any) or cost towards

damages caused by the negligence of the Tenant or the person he is responsible for, normal wear & tear and damages due to act of god exempted. 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.

8. 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.
9. 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.
10. That the day-to-day minor repairs will be the responsibility for the Tenant at his/her own expense. However, any structural or major repairs, if so required, shall be carried out by the Landlord.
11. That no structural additions or alterations shall be made by the Tenant in the

premises without the prior written consent of the Landlords but the Tenant can install air-conditioners in the space provided and other electrical gadgets and make such changes for the purposes as may be necessary, at his own cost. The Landlord represents that the Premises possesses the adequate electrical infrastructure to cater for the electrical appliances including the air conditioners. On termination of the tenancy or earlier, the Tenant will be entitled to remove such equipments and restore the changes made, if any, to the original state.

12. That the Landlord shall hold the right to visit in person or through his authorized agent(s), servants, workmen etc., to enter upon the demised premises for inspection (not exceeding once in a month) or to carry out repairs / construction, as and when required, by giving a 24 hours notice to the occupier.

13. That the Tenant shall comply with all the rules and regulations of the local authority applicable to the demised premises. The premises will be used only for residential purposes of its employees, families and guests.

14. That the Landlord shall pay for all taxes/cesses levied on the premises by the local or government authorities in the way of property tax for the premises and so on. Further, any other payment in the nature of subscription or periodical fee to the welfare association shall be paid by the Landlord.

15. That the Landlord will keep the Tenant free and harmless from any claims, proceedings, demands, or actions by others with respect to quiet possession of the premises.

16. That this Rent Agreement has a lock-in-period of Number of Months and cannot

be terminated by either party. After the completion of lock-in-period, the Tenant can terminate the Rent Agreement by giving Number of Month(s) months notice to the Landlord or the rent in lieu of. Likewise, after the completion of lock-in-period, the Landlord can also terminate the Rent Agreement by giving Number of Month(s) months notice to the Tenant. That in the event of non-payment of rent by the Tenant during the lock-in period being in arrears for 2 consecutive months despite reminder issued by Landlord on such rent the Landlord shall have the right to terminate the Rent with immediate effect and take back possession of the said premises.

17. Tenant(s) will give _____ days' notice in writing before they move and will be responsible for paying rent through the end of this notice period or until another tenant approved by the Owner(s) has moved in, whichever comes first.

18. That the Landlords hereby assures to the covenants with the Tenant that:

- a. 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.
- b. The Landlord shall indemnify and keep the Tenant fully indemnified and held harmless from and against all damages, costs and expenses caused to or incurred by the Tenant as result of any defect in the title of the Landlords which disturbs or interferes with the possession and enjoyment of the demised premises by the Tenant under the covenants herein before contained.

- c. In the event the Landlord transfers, alienates or encumbers or otherwise howsoever disposes of or deals with Rented premises or any part thereof or its right, title and interest therein during the terms of the present Rent or further extended period, the Landlord shall intimate the Tenant about the same in writing and the future owner or successor-in-title of the Rented premises shall be bound to honour the terms of this Rent Deed, including further extensions as stated hereinabove and Landlords shall get an undertaking from the said purchaser / transferee to that effect.
- d. The Landlord shall acknowledge and give valid receipts for each payment made by the Tenant to the Landlord, which shall be treated as conclusive proof of such payments.
- e. The premises is free from all encumbrances and have not entered into any agreement or arrangement for disposing or dealing with the premises or any part thereof/or the Landlord's title, right, and interest in the demised premises in any manner.
- f. The Landlord confirms that in case for any reason whatsoever the premises in reference or any part thereof cannot be used for residential purposes because of any earthquake, civil commotion, or due to any natural calamity or if Premises is acquired compulsorily by any authority, over which the Tenant has no control, the Tenant shall have the right to terminate the Rent forthwith and vacate the premises and the Landlord shall refund the security deposit or the rent received in advance to the Tenant forthwith.
- g. The Landlord represents that the Demised Premises is free from all

construction defect including but not limited to all moisture related construction defects such as leakage, cracks in house walls including that of compound walls, breakage of floor tiles, etc.

- h. The Landlord represents that he has complied with all the statutory payments of the property including that of taxes, penalties if any and statutory dues to the local authority including but not limited to municipality, village panchayat, development authority, departments of electricity, sewage and/ or water. The Landlord also represents that there is no Charge including mortgage due exist on the Demised Premises which would affect the peaceful possession of the Tenant of the Demised Premises.
19. That the Tenant will keep the Landlord harmless and keep it exonerated from all losses (whether financial or life), damage, liability or expense occasioned or claimed by reasons of acts or neglects of the Tenant or his visitors, employees, whether in the Rented premises or elsewhere in the building, unless caused by the negligent acts of the Landlord.
20. The Tenant shall maintain the Demised Premises in good and tenable condition and all the minor repairs such as leakage in the sanitary fittings, water taps and electrical usage etc. shall be carried out by the Tenant. That it shall be the responsibility of the Tenant to hand over the vacant and peaceful possession of the demised premises on expiry of the Rent period, or on its early termination, as stated hereinabove in the same condition subject to natural wear and tear.
21. That in case, where the Premises are not vacated by the Tenant, at the termination of the Rent period, the Tenant will pay damages calculated at two

times the rent for any period, of occupation commencing from the expiry of the Rent period. The payment of damages as aforesaid will not preclude the Landlord from initiating legal proceedings against the Tenant for recovering possession of premises or for any other purpose.

22. That both the parties shall observe and adhere to the terms and conditions contained hereinabove.

23. That the Tenant and Landlords represent and warrant that they are fully empowered and competent to make this Rent.

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

25. 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 parties hereto have executed these presents on the day and year.

Landlord Tenant

WITNESSES: