**Agreement of Tenancy**

**THIS AGREEMENT OF TENANCY** is made at \_\_\_\_\_\_\_\_ on
this \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ 200\_\_\_ BETWEEN M/S. ABC,
a registered partnership firm, having address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as  **“THE LANDLORDS”** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her assigns) OF THE ONE PART; AND **X Y Z**, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, Indian Inhabitant, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as **“THE TENANT”** (Which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors and administrators) OF THE OTHER PART;

**WHEREAS**:

(a) The Landlords are the owners of the building known as “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” situate at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and which is more particularly described in the **Schedule** hereunder written. The Landlords are also the owners of Flat
No. \_\_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_\_\_ floor of the said building “\_\_\_\_\_\_\_\_\_\_\_” admeasuring \_\_\_\_\_\_\_\_ sq.ft. of carpet area (hereinafter referred to as **“the said flat”**);

(b) The Tenant has approached the Landlords with a request to grant monthly tenancy of the said flat in his favour to which the Landlords have agreed upon the terms and conditions recorded herein.

NOW IT IS AGREED, DECLARED AND CONFIRMED BY AND BETWEEN PARTIES HERETO AS UNDER:-

1. The Landlords hereby let out the said flat on monthly
tenancy basis to the Tenant with effect from \_\_\_\_\_\_\_\_\_\_\_\_\_\_ day
of \_\_\_\_\_\_\_\_\_ 200\_\_\_ at the monthly rent of Rs. \_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) which is exclusive of all rates, taxes, charges etc. payable to the concerned local authorities and proportionate common maintenance of lift, common passages, security, electricity charges and water charges and which shall be separately paid by the Tenant to the Landlords.

2. The Tenant shall pay the said monthly rent in advance to the Landlords on or before the 10th day of each and every month. The other amounts referred to in clause 1 above shall be paid by the Tenant to the Landlords within 7 days from the date of the demand of the same by the Landlords.

3. The Tenant shall use the said flat only for residential purposes for himself and his family members. The Tenant shall not further let or sub-let the said residential flat and shall not create any kind of third party rights in respect of the same including in the form of license, lease, paying guest etc. The Tenant shall always keep the said flat free from all encumbrances of whatsoever nature for his personal residential purposes only as aforestated and shall not be entitled to part possession of the same to any third party.

4. The Tenant shall always maintain the said flat in good and tenantable condition but shall not carry out any structural changes (including shifting of walls, demolition of existing walls, construction of walls/partitions, changing the position of windows/doors, changing of flooring etc.) in the said flat without first obtaining specific written permission from the Landlords and thereafter the requisite permissions from the local authorities, if required and the same shall be carried out by the tenant at his own cost.

5. The Tenancy hereunder shall be governed by the provisions of The Maharashtra Rent Control Act, 1999 and any statutory notifications/modifications thereof applicable from time to time.

6. All out of pocket expenses, stamp duty and registration charges in respect of this instrument shall be paid by the Tenant. The payment of stamp duty and registration of this instrument is the condition precedent to the creation and grant of tenancy of the said flat.

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

SIGNED AND DELIVERED )

by the within named “The Landlords” )

M/S. ABC in the presence of.... )

1.

2.

SIGNED AND DELIVERED )

By the within named “The Tenant” )

XYZ in the presence of..... )

1.

2.