

## **RENT AGREEMENT**

This Agreement of Rent is made at Ranchi on D.....-.....-2019 [.....  
Day of ..... Month, Two Thousand and Nineteen] BETWEEN  
**Municipal Commissioner, Ranchi Municipal Corporation, Ranchi** within  
the State of Jharkhand, herein after called the **LESSOR** [which expression shall  
unless be excluded by or repugnant to the context be deemed to mean and  
include his successors, administrators, legal representatives and assigns] of the  
**FIRST PART**;

**AND**

“**Sri / Smt.** ....., Son of / Daughter of / Wife of–  
....., by occupation: business, by faith ....., Present  
Address: ....., Post Office....., Police  
Station....., District: ....., within the State of Jharkhand,  
herein after called the **LESSEE** [which expression shall unless be excluded by  
or repugnant to the context be deemed to mean and include his / her heirs,  
executors, successors, administrators, legal heirs, legal representatives and  
assigns] of the **SECOND PART**;

**AND**

Whereas the Atal Smriti Vendor’s Market, a Multi-storied Building with its car  
parking space has been constructed by Ranchi Municipal Corporation at Jaipal  
Singh Stadium at Kutchery Road, Near Sahid Chowk, Post Office- G.P.O.,  
District- Ranchi.

**AND**

Whereas Ranchi Municipal Corporation, Ranchi [Lessor] is owner and is in  
actual, physical, undisturbed peaceful possession over the Atal Smriti Vendor’s  
Market, a Multi-storied Building with Paid Car Parking at Basement No.1 and  
Basement No.2, Vendor’s Space [500 Stalls] at ground floor and first floor of  
the said multi-storeyed building and Shop & Office space at 2<sup>nd</sup> & 3<sup>rd</sup> Floor and  
banquet hall & a roof top restaurant on the 4<sup>th</sup> Floor of the said building. It has  
common Soundless Generator Facility, Overhead Water Tank, Common  
Toilets, Security Facilities, Maintenance Facility, Plumbers Facility,  
Electricians Facility, Horticulture, Lift Facility, & with Open Area [Offset  
around the premises] and thus the Lessor is exercising diverse acts of ownership  
and possession with due knowledge to all concern over the same.

**AND**

Whereas the Lessee came to know about the vacant space available for rent for  
Shops & Offices and accordingly participated in the e-bidding / e-auction

process conducted by MSTC Limited on behalf of Ranchi Municipal Corporation, Ranchi.

**AND**

Whereas the Lessee being the highest bidder of rent in the e-auction for the Schedule-A Shop / Office space in 2<sup>nd</sup> & 3<sup>rd</sup> Floor of the Atal Smriti Vendor's Market and agreed to all the terms and condition of the e-auction / e-bidding and has deposited entire amount as per the terms and conditions and as such the Lessor [Ranchi Municipal Corporation] agreed to let out the said Schedule-A Shop / Office space in the 2<sup>nd</sup> & 3<sup>rd</sup> Floor the Atal Smriti Vendor's Market [more-fully described herein in the Schedule-A hereunder to this Rent Agreement] for the period commencing from the date of the execution of this agreement and / or handing over of the possession of the rental space in this building [which ever is earlier] in the monthly rent of Rupees ..... [Rs...../-] per square feet, being the highest bid price / auction rate. The Area of the shop / office is ..... square feet and the Lessee has deposited commensurate earnest money of Rupees ..... [Rs...../-] only as per bid document and the said earnest money has now been converted towards security deposit payment for the Schedule-A Property and same shall bear no interest and same shall be refundable without interest upon closer / cancellation of this agreement at the instance of either party after completion of ten years. In case of vacation of Schedule Property by the lessee in favour of lessor and /or upon termination of Contract at the instance of either parties prior to ten years than the earnest money / security deposit shall be forfeited, followed with vacation of Schedule Property by the Lessee in favour of Lessor.

**AND**

Whereas it is a month to month tenancy agreement and the rent is to be paid for the Schedule-A Property in advance on each successive 10<sup>th</sup> day of English calendar month by Lessee to Lessor in the "Bank Account of Lessor" as time to time instructed by Lessor in this regard accordingly.

**AND**

Whereas the parties named above have decided to reduce the terms and conditions amicably settled between them to avoid misunderstanding in future.

**NOW THIS AGREEMENT TO RENT / LEASE AGREEMENT WITNESSETH** and the parties named above do hereby mutually agree on the following terms and conditions: -

1. That the First Part [Lessor] shall let out on monthly rent the Shop / Office space morefully described in Schedule-A to this Rent Agreement to the Second Part [Lessee] from the date of execution of this agreement or from the date of handing of possession of the Schedule-A Property [which ever is earlier] .

2. That the monthly rent of the Schedule Property shall be Rupees ..... only [Rs...../-] per Square Feet, being the highest bid price / auction rate and to be paid in **advance**, on the 10<sup>th</sup> day of each following English Calendar month to the Lessor [First Part] and in addition to same the Lessee shall also pay service tax & income tax to the Appropriate Authority with respect to the let out Schedule-A Property. Further the Lessee shall also be responsible to pay the electricity charges consumed by the lessee in the schedule rented portion for the period of his / her occupation and shall also pay the applicable maintenance charge for the shop / office as shall be fixed by the Lessor.

3. That the Lessee agrees to take the Schedule-A Shop / Office on lease at the aforesaid rent payable in the manner herein before prescribed. The rent so fixed shall be enhanced by 10% every three [3] years.

4. That the Lessee shall use the premises exclusively for the purpose of carrying on his business of ..... He / She shall neither sublet the premises nor admit any other partner in his business without the written permission of the Lessor.

5. That the Lessee shall be responsible for keeping the leased premises on good shape. He / she shall keep all the fixtures, electric fittings inside the shop / office and in the common area, etc in good condition.

6. That the maintenance of the building premises shall be monthly collected by the Lessor or by the duly authorised contractor Contractor to be appointed by the Lessor and/ or it may be monthly deposited in the specified Bank Account of the Lessor [Ranchi Municipal Corporation].

7. That the Lessee shall be entitled to raise the wooden fittings of temporary nature inside the leased shop / office, provided such constructions / fittings are necessary for carrying business of Lessee. The Lessee shall remove the aforesaid temporary wooden construction / fittings at the time of vacating the premises at his own cost.

8. That on the termination of the this Lease Agreement by the either parties, the Second Part [Lessee] shall immediately hand over the peaceful vacant possession of the Schedule-A Rented Shop / Office to the First Part [Lessor]. Lessee intending to vacate the premises of his own, shall give a advance notice of one month of his intention to the Lessor to vacate the premises.

9. That the Second Part [Lessee] has deposited with the First Part [Lessor] the interest free Earnest Money of Rupees ..... only in advance and that has now been converted into interest free Security Deposit and the First Part hereby acknowledges the same.

10. That if the Second Part causes any loss or damages to the First Part with respect to the Shop / Office / Property Premises in question than the said loss or damage shall be compensated by the Second Part.

11. That the Second Part [lessee] shall pay the monthly electricity charges to JUVNL for the electricity consumed by him / her according to the meter reading installed for the said Schedule-A Shop / Office let out to the Second Part [Lessee]. He shall also be liable for payment of proportionate fixed and other charges levied by the Jharkhand Urja Vikas Nigam Limited [JUVNL] for the period of his stay on rent, failing which the First Part [Lessors] / JUVNL

Authority shall stop / disconnect the electric supply forthwith of the Schedule-A Property.

12. That the Second Part [Lessee / Tenant] shall pay the monthly applicable maintenance Charge, which at present is fixed at the rate of Rs...../- to the First Part or to his duly appointed & authorised contractor or deposit the same in specified bank account of the First Part [Ranchi Municipal Corporation and also pay the electricity charges per month to JUVNL apart from the said monthly rental @ Rs..... per Sqft. for the said Schedule-A Rented Shop / Office Premises.

13. That the Lessee paying monthly rent shall enjoy the peaceful possession of the Shop / Office Premises during the period of continuance of the Lease.

14. That the Second Part [Lessee] shall render all possible help, cooperation and assistance to the First Part [Lessor] in the matter of keeping the Schedule-A Rented Shop / Office Premises and common areas of Atal Smriti Vendor's Market in clean and good habitable condition.

15. That the Second Part [Lessee] shall keep the Schedule-A Rented Shop / Office Premises in good repair and tenable condition and shall not make any permanent alteration and addition in the same.

16. That the Second Part [Lessee] shall not sub-let or assign his lease-hold right / rental right over the Schedule-A Rented Shop / Office Premises [more fully described in the Schedule-A herein below] or in any part of it to any other person. The Second Part [Lessee] shall also not part away with its possession to any third party and against the interest of the First Part [Lessee].

17. That the Second Part [Lessee] shall use the Schedule-A Rented Shop / Office Premises [more fully described in the Schedule-A herein below], only for

the specified purposes as stated above and shall not use the same for any other purpose without prior written permission of Second Part [Lessee].

18. That the Second Part [Lessee] shall allow / permit the First Part [Lessor] or his agent to enter into the let out premises more fully described in the Schedule-A herein below at all reasonable times to view and examine that the premises is in good tenantable condition and it is being used for the aforementioned business purposes only.

19. That the Second Part [Lessee] shall not do or cause to be done any such act or things which may cause damage to the Schedule-A Rented Shop / Office Premises or annoyances & disturbance to the other shop keepers / Office bearers & its occupants / other inhabitants & members of the Atal Smriti Vendor's Maket, a multi storied building.

20. That the First Part [Lessor] shall allow / permit the Second Part [Lessee] to hold, occupy and enjoy the Schedule-A Rented Shop / Office Premises for specified purpose without any interruption by First Part, according to the terms incorporated in this Rent Agreement / Lease Agreement.

21. That the Second Part [Lessee] shall keep the schedule premises including installations, electrical fittings in the common bathrooms / latrines, staircase, common space of the building premises at his own cost in good repairs as may be necessary.

22. That upon determination of this Lease Agreement, the lessee shall promptly and quickly surrender to the Lessor the said Schedule-A Shop Premises or Office Premises.

Provided always that if any part of the said Lease rent be in arrears and unpaid for the period of three [3] calendar months, whether the same have been lawfully detained or not, or if there shall be breach of non observance of any of

the covenants by the Lessee herein contained in this agreement, and if any such case, the Lessor may notwithstanding the waiver of any right, expel the Lessee after giving a notice to remove the cause within 30 [thirty] days and this device shall absolutely determine and the Lessee shall forfeit the right to remove or recover any compensation for the additions or alternation in the demised premises and the Lessee shall also be liable to pay interest on the arrears of rent @ 12% per annum.

23. That if the lessee fails to deposit rent and / or maintenance charge continuously for three months, the agreement in question shall be liable to terminated and the security deposit shall be forfeited, if exercised within the locking period of 10 years.

24. That if the lessee quits of his own instance after a period of 10 years, his security deposit shall be returned by RMC without any interest. However, all dues towards monthly rent and monthly maintenance must be cleared therefore and or otherwise the same shall be adjusted from the security deposit amount.

25. That if the lessee quits of his own instance within a period of 10 years, his security deposit shall be forfeited by RMC [first part].

26. That if any successful bidder is made to vacate the shop / office premises by RMC for not complying with terms & conditions, his security deposit shall stand forfeited.

27. That no illegal occupation and trade shall be allowed in the market.

28. That no sub leasing or sub- letting or parting with possession of the Schedule-A Property shall be allowed.

29. That advertisement of Shop or Brand will be as per Rules stated in the Jharkhand Municipal Act, 2011.

30. That decoration or modification of the Shop can be done with prior permission but no permanent construction / fitting shall be allowed and in no manner the bidder [Second Part] shall change the exterior of the building-“Atal Smriti Vendor’s Market”.

31. That the lessee shall have to pay three months advance rent (based on the discovered H1 price) with applicable GST to RMC designated bank account within 30 days of the issuance of Acceptance Letter. After the aforesaid requisite payments, the successful bidder is entering into agreement with RMC.

32. That the pre-bid EMD of successful bidder has been converted into Security Deposit and this will be interest free Security Deposit with RMC. The locking period of Security deposit shall be ten years from the date of agreement and the same shall not be refunded to the Lessee if he / she desires to vacate the shop or is terminated by RMC for not complying with the terms & conditions prior to ten years from the date of agreement.

33. That if the successful bidder fails to comply with the terms & conditions of RMC and he is found to be defaulter in making monthly rental payments and / or monthly maintenance charge payment for three consecutive months respectively or if Second Party is creating any nuisance, RMC reserves right to cancel the allotment of shop and forfeit the Security Deposit.

34. That all minor day-to-day inner repairs whatsoever in the Schedule-A Rented Shop / Office Premises shall be carried out by the Second Part [Lessee] himself at his own cost.



35. That the Second Part [Lessee] shall have supply of water at common taps drawing water from the common overhead water tank and the Electricity as it is supplied by the JUVNL through separate electrical meter fitted for the Schedule Shop / Office Property in common electric panel.

36. That the First Part shall not be held liable for theft / fire caused in the Schedule-A Property or in the Building Premises.

37. That the Schedule-A Rented Shop / Office Premises can be vacated by the Second Part [Lessee] by just giving one-month prior notice to the First Part [Lessor] at any point of time.

38. That this Rent Agreement / Lease Agreement shall be deemed terminated for contravention / violation of any of the terms and conditions contained in this present Rent Agreement / Lease Agreement and the Second Part [Lessee] shall be liable to vacate the Schedule-A Rented Shop / Office Premises within a fortnight from the date of notice to this effect given by the First Part [Lessors] for breach of such terms and conditions by the Second Part [Lessee].

39. That all prevailing Land Laws of Tenancy / Transfer of Property Act / The Jharkhand Municipal Act, 2011 / Jharkhand Government Premises [Allotment, Rent, Recovery and Eviction] Act, 2002 and the Rules of the Court are applicable to both the Parties of this Rent Agreement / Lease Agreement and it is required to be registered at the cost of Lessee [Second Part].

40. That for all practical purposes the Authority under Jharkhand Government Premises [Allotment, Rent, Recovery and Eviction] Act, 2002 shall solely have jurisdiction to adjudicate any disputes arising in between the parties in respect to Schedule-A Property.

**IN WITNESSETH WHEREOF THE PARTIES** after going through the contents of this Rent Agreement and on understanding the meaning of the same have put their respective signatures on the day, month and year first above written, out of their free will and consent and without any sort of provocation from any corner.

**SCHEDULE-A**

All piece and parcel of the Shop No..... / Office No....., Area: .....Square Feet, at Atal Smriti Vendor's Market in Ward No....., Kutchery Road, Police Station: Ranchi [Kotwali], Post Office: G.P.O., District of Ranchi, within the State of Jharkhand without any Car Parking Space with common generator facility and common water supply facility at Common Area from Overhead Water Tank only and the said Shop / Office together with all electrical points, fittings & fixtures and separate Electrical Meter fitted in common area in ground floor / basement.

**[Municipal Commissioner, Ranchi Municipal Corporation]**

**SIGNATURE OF THE FIRST PART / LESSOR**

**[SRI / SMT.....]**

Son of / Daughter of / Wife of: -.....]

**[SIGNATURE OF THE SECOND PART / LESSEE]**

**WITNESSES: -**

(1) Sri  
Son of:  
Resident of:

(2) Sri  
Son of:  
Resident of:

Date of Drafting Agreement: 07/08-07-2019

