

THIS MODEL CONTRACT MAY BE DOWLOADED, SHALL BE EDITED
AND MODIFIED AS PER THE REQUIREMENT OF THE PARTIES

MODEL RESIDENTIAL HOUSE LEASE AGREEMENT

This Residential House Lease Agreement ("Lease") is executed on **[Date]** by and between **[Landlord]** ("Landlord") and **[Tenant One]** and **[Tenant Two]** ("Tenant," whether one or more). This Lease creates joint and several liability in the case of multiple Tenants.

1. PREMISES.

Landlord hereby lets out to Tenant and Tenant accepts in its present condition the house at following address: **[Complete Address of House]** (the "Schedule House").

2. TERM.

The term of this Lease shall start on **[Move-in Date]**, and end on **[Lease End Date]**. In the event that Landlord is unable to provide the Schedule House on the exact start date, then Landlord shall provide the Schedule House as soon as possible, and Tenant's obligation to pay rent shall abate during such period. Tenant shall not be entitled to any other remedy for any delay in providing the Schedule House.

3. RENT.

Tenant agrees to pay, without demand, to Landlord as rent for the Schedule House the sum of **[Monthly Rental Amount]** per month in advance on the first day of each calendar month, at **[Address for Rent Payments]**, or at such other place as Landlord may designate. Landlord may impose a late payment charge of **[Late Pay Charge]** per day for any amount that is more than five (5) days late. Rent will be prorated if the term does not start on the first day of the month or for any other partial month of the term.

4. SECURITY DEPOSIT.

Upon execution of this Lease, Tenant deposits with Landlord **[Security Deposit Amount]**, as security for the performance by Tenant of the terms of this Lease to be returned to Tenant, **[With or Without Interest]**, following the full and faithful performance by Tenant of this Lease. In the event of damage to the Schedule House caused by Tenant or Tenant's family, agents or visitors, Landlord may use funds from the deposit to repair, but is not limited to this fund and Tenant remains liable.

5. QUIET ENJOYMENT.

Landlord agrees that if Tenant timely pays the rent and performs the other obligations in this Lease, Landlord will not interfere with Tenant's peaceful use and enjoyment of the Schedule House.

6. USE OF PREMISES.

A. The Schedule House shall be used and occupied by Tenant exclusively as a private single-family residence. Neither the Schedule House nor any part of the Schedule House or yard shall be used at any time during the term of this Lease for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence.

B. Tenant shall comply with all the health and sanitary laws, ordinances, rules, and orders of appropriate governmental authorities and homes associations, if any, with respect to the Schedule House.

7. NUMBER OF OCCUPANTS.

Tenant agrees that the House shall be occupied by no more than **[Total Number of Occupants]** persons, including no more than **[Maximum Number of Children]** under the age of eighteen (18) years, without the prior written consent of Landlord.

8. CONDITION OF PREMISES.

A. Tenant agrees that Tenant has examined the Schedule House, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean, and tenantable condition.

B. Landlord and Tenant agree that a copy of the "Joint Inspection," the original of which is maintained by Landlord and a copy provided to Tenant, attached hereto reflects the condition of the Schedule House at the commencement of Tenant's occupancy.

9. ASSIGNMENT AND SUBLETTING.

A. Tenant shall not assign this Lease, or sublet or grant any concession or license to use the Schedule House or any part of the Schedule House without Landlord's prior written consent.

B. Any assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, shall be void and, at Landlord's option, terminate this Lease.

10. **ALTERATIONS AND IMPROVEMENTS.**

A. Tenant shall make no alterations to the Schedule House or construct any building or make other improvements without the prior written consent of Landlord.

B. All alterations, changes, and improvements built, constructed, or placed on or around the House by Tenant, with the exception of fixtures properly removable without damage to the Schedule House and movable personal property, shall, unless otherwise provided by written agreement between Landlord and Tenant, be the property of Landlord and remain at the expiration or earlier termination of this Lease.

11. **DAMAGE TO PREMISES.**

If the Schedule House, or any part of the Schedule House, shall be partially damaged by fire or other casualty not due to Tenant's negligence or willful act, or that of Tenant's family, agent, or visitor, there shall be an abatement of rent corresponding with the time during which, and the extent to which, the Schedule House is untenable. If Landlord shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

12. **DANGEROUS MATERIALS.**

Tenant shall not keep or have on or around the Schedule House any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on or around the House or that might be considered hazardous.

13. **UTILITIES.**

Tenant shall be responsible for arranging and paying for all utility services required on the premises, except Landlord will provide: **[Services Provided by Landlord]**. Tenant shall not default on any obligation to a utility provider for utility services at the Schedule House.

14. **MAINTENANCE AND REPAIR.**

A. Tenant will, at Tenant's sole expense, keep and maintain the House and appurtenances in good and sanitary condition and repair during the term of this Lease. In particular, Tenant shall keep the fixtures in the House in good order and repair; keep the furnace clean; and keep the walks free from dirt and debris. Tenant shall, at Tenant's sole expense, make all required repairs to the plumbing, range, oven heating apparatus, electric and gas fixtures, other mechanical devices and systems, floors, ceilings and walls whenever damage to such items shall have resulted from Tenant's misuse, waste, or neglect, or that of the Tenant's family, agent, or visitor.

B. Tenant agrees that no signs shall be placed or painting done on or about the Schedule House by Tenant without the prior written consent of Landlord.

C. Tenant agrees to promptly notify Landlord in the event of any damage, defect or destruction of the Schedule House, or the failure of any of Landlord's appliances or mechanical systems, and except for repairs or replacements that are the obligation of Tenant pursuant to Subsection A above, Landlord shall use its best efforts to repair or replace such damaged or defective area, appliance or mechanical system.

15. **ANIMALS.**

Tenant shall keep no domestic or other animals in or about the Schedule House without the prior written consent of Landlord.

16. **RIGHT OF INSPECTION.**

Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the Schedule House for the purpose of inspecting the premises and/or making any repairs to the premises or other item as required under this Lease.

17. **DISPLAY OF SIGNS.**

During the last thirty (30) days of this Lease, Landlord or Landlord's agent may display "For Sale" or "For Rent" or "Vacancy" or similar signs on or about the Schedule House and enter to show the Schedule House to prospective purchasers or tenants.

18. **HOLDOVER BY TENANT.**

Should Tenant remain in possession of the Schedule House with the consent of Landlord after the expiration of the Term of this Lease, a new tenancy from month to month shall be created which shall be subject to all the terms and conditions of this Lease, but shall be terminable on thirty (30) days by either party or longer notice if required by law. If Tenant holds over without Landlord's consent, Landlord is entitled to double rent, pro-rated per each day of the holdover, lasting until Tenant leaves the Schedule House.

19. **SURRENDER OF PREMISES.**

At the expiration of the Lease, Tenant shall quit and surrender the Schedule House in as good a condition as it was at the commencement of this Lease, reasonable wear and tear and damages by the elements excepted.

20. FORFEITURE OF SECURITY DEPOSIT - DEFAULT.

It is understood and agreed that Tenant shall not attempt to apply or deduct any portion of any security deposit from the last or any month's rent or use or apply any such security deposit at any time in lieu of payment of rent. If Tenant fails to comply, such security deposit shall be forfeited and Landlord may recover the rent due as if any such deposit had not been applied or deducted from the rent due. For the purposes of this paragraph, it shall be conclusively presumed that a Tenant leaving the Premises while owing rent is making an attempted deduction of deposits. Furthermore, any deposit shall be held as a guarantee that Tenant shall perform the obligations of the Lease and shall be forfeited by the Tenant should Tenant breach any of the terms and conditions of this Lease. In the event of default, by Tenant, of any obligation in this Lease which is not cured by Tenant within fifteen (15) days notice from Landlord, then in addition to forfeiture of the Security Deposit, Landlord may pursue any other remedy available at law, equity or otherwise.

21. ABANDONMENT.

If at any time during the term of this Lease, Tenant abandons the Schedule House or any of Tenant's personal property in or about the Schedule House, Landlord shall have the following rights: Landlord may, at Landlord's option, enter the Schedule House by any means without liability to Tenant for damages and may relet the Schedule House, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting; Also, at Landlord's option, Landlord may hold Tenant liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Landlord by means of such reletting. Landlord may also dispose of any of Tenant's abandoned personal property as Landlord deems appropriate, without liability to Tenant. Landlord is entitled to presume that Tenant has abandoned the Schedule House if Tenant removes substantially all of Tenant's furnishings from the Schedule House, if the Schedule House is unoccupied for a period of two (2) consecutive weeks, or if it would otherwise be reasonable for Landlord to presume under the circumstances that the Tenant has abandoned the Schedule House.

22. SECURITY.

Tenant acknowledges that Landlord does not provide a security alarm system or any security for the Schedule House or for Tenant and that any such alarm system or security service, if provided, is not represented or warranted to be complete in all respects or to protect Tenant from all harm. Tenant hereby releases Landlord from any loss, suit, claim, charge, damage or injury resulting from lack of security or failure of security.

23. SEVERABILITY.

If any part or parts of this Lease shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

24. **INSURANCE.**

Tenant acknowledges that Landlord will not provide insurance coverage for Tenant's property, nor shall Landlord be responsible for any loss of Tenant's property, whether by theft, fire, acts of God, or otherwise.

25. **BINDING EFFECT.**

The covenants and conditions contained in the Lease shall apply to and bind the heirs, legal representatives, and permitted assigns of the parties.

26. **GOVERNING LAW.**

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the Indian Law.

27. **ENTIRE AGREEMENT.**

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease is hereby superseded. This Lease may be modified only by a writing signed by both Landlord and Tenant.

28. **NOTICES.**

Any notice required or otherwise given pursuant to this Lease shall be in writing; hand delivered, mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Tenant, at the House and if to Landlord, at the address for payment of rent.

Dispute Resolution and Jurisdiction

1. Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by

arbitration in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996.

2. The arbitration is by Sole Arbitrator appointed by mutual consent.
3. The place of arbitration shall be at and any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be made in
4. The arbitral procedure shall be conducted in the English/Kannad language and any award or awards shall be rendered in English/Kannada. The procedural law of the arbitration shall be Indian law.
5. The award of the arbitral tribunal shall be final, conclusive and binding upon the Parties, and the provisions of the [Indian] Arbitration and Conciliation Act, 1996 shall apply.
6. The rights and obligations of the Parties under, or pursuant to, this Clause, including the arbitration agreement in this Clause, shall be governed by and be subject to Indian law, and the agreement shall be subject to the exclusive jurisdiction of the courts at _____.
(place to be named as per the agreement between the parties)

IN WITNESS WHEREOF, the parties have caused this Lease to be executed the day and year first above written.

[Signature]

JOINT INSPECTION

THIS INSPECTION SHOULD BE COMPLETED PROMPTLY FOLLOWING INITIAL OCCUPANCY OR UPON DELIVERY OF POSSESSION

LANDLORD: **[Landlord]** TENANT: **[Tenant]**
 TENANT: **[Tenant]**

PREMISES: **[Complete Address of House]**

DATE OF POSSESSION: **[Move-in Date]**

CONDITION OF PREMISES: INDICATE WITH A CHECK OF EITHER “YES” OR “NO” IF THE FEATURE IS CLEAN AND UNDAMAGED. IF “NO”, PROVIDE AN EXPLANATION IN THE “NOTES”, OR IF “NOT APPLICABLE” INDICATE WITH “NA”.

	Yes	No	Notes
LIVING ROOM			
Walls & Baseboard			
Carpet			
Drapes, Rods, Hooks			
Door & Lock			
Coat Closet			
DINING AREA			
Walls & Baseboard			
Carpet			
Light Fixture			
Windows & Screens			
KITCHEN			
Walls & Baseboards			
Light Fixture			
Stove			
Drip Pans			
Oven			
Broiler Pan			
Hood, Fan & Light			
Refrigerator			
Defrosted			
Ice Trays			
Hydrator Cover			
Dishwasher			
Cupboards			
Drawers			
Counter			
Sink			
Disposal & Stopper			
Floor			
HALL			
Walls & Baseboards			
Carpet/Floor			
Light Fixture			
Linen Closet			

BATHROOM - 1			
Walls & Baseboard & Sink			
Counter			
Cabinets/Mirror			
Toilet			
Bath Tub/Shower			
Light Fixture			
Floor			
Tissue Holder/Towel Bars			
BATHROOM - 2			
Walls & Baseboard & Sink			
Counter			
Cabinets/Mirror			
Toilet			
Bath Tub/Shower			
Light Fixture			
Floor			
Tissue Holder/Towel Bars			
BEDROOM - 1			
Walls & Baseboard			
Windows & Screens			
Drapes, Rods & Hooks			
Light Fixtures			
Carpet			
Closet			
Floor			
BEDROOM - 2			
Walls & Baseboard			
Windows & Screens			
Drapes, Rods & Hooks			
Light Fixtures			
Carpet			
Closet			
Floor			
DEN or BEDROOM - 3			
Walls & Baseboard			
Windows & Screens			
Drapes, Rods & Hooks			
Light Fixtures			
Carpet			
Closet			
Floor			
BASEMENT/FURNACE ROOM			
Furnace			
Washer & Dryer			
Water Storage Tank			
MISCELLANEOUS			
Balcony/Patio			
Storage Area			
Garage			
Mailbox			
OTHER			

FURNITURE INVENTORY (If the furniture is provided by Landlord)

Item	Nbr	Item	Nbr
LIVING ROOM		BEDROOM 1	
Couch		Beds	
Chairs		Dressers	
Lamps		Mirror	
Coffee Table		Nightstands	
End Table		Lamps	
DINING AREA		BEDROOM 2	
Table		Beds	
Chairs		Dressers	
Hutch		Mirror	
KITCHEN		Nightstands	
Stove		Lamps	
Oven		BEDROOM 3	
Refrigerator		Beds	
Dishwasher		Dressers	
Table		Mirror	
Chairs		Nightstands	
LAUNDRY/UTILITY ROOM		Lamps	
Washer		DEN / STUDY	
Dryer		Desk	
		Chairs	
		Tables	
OTHER		Bookcases	
		Lamps	

The parties acknowledge that the above inspection was made on _____, and that the conditions of the premises and the inventory of furnishings and appliances is as shown above. The parties further agree that a copy of this Joint Inspection was provided to Tenant.

[Signature]