



NLIU-CLT TECHNOLOGY AND LAW FAIR  
TECHTONIC 2023

TECHTASK

AGREEMENT DRAFTING COMPETITION

TEAM CODE: T20.

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RENT AGREEMENT

This residential rental agreement is created on this the 27<sup>th</sup> day of December 2020 between Mr. Ashok, a software engineer by profession, aged about 35 years, resident of XYZ, New York, USA, hereinafter called the “Lesser/Owner” and the first party to the agreement AND Mr. Ram, Senior Bank manager by profession, aged about 32 years, resident of ABC, Jaipur, Rajasthan, hereinafter called the “Prospective Lessee/Tenant/Occupant”, and the second party to the agreement.

WHEREAS the first party to the agreement is the owner and in possession of the property First Floor, 21-BAC, Professor Colony, Bhopal, Madhya Pradesh, and is willing to rent the same on a lease for a minimum period of 24 months and Mr. Ram, the second party to the contract is willing to take the aforementioned property on rent through the lease.

NOW THIS RENT AGREEMENT WITNESSES AS UNDER:

1. That the Owner shall lease and the Prospective Tenant shall take on lease the First Floor and the rights connected with the roof thereto, of the property bearing number 21-BAC, Professor Colony, Bhopal, Madhya Pradesh. The said property has been fitted with electricity and water connection.
2. That the said property is available for occupation by the Prospective Tenant from January 2023 subject to the successful formulation of this rent agreement and has been offered on lease for a minimum period of 24-month subject to extension based on the mutual consent of the parties.
3. That the maintenance against any wear and tear to the property, the electronic fittings, and other regular modalities with respect to the procedure undertaken in adapting to the residence will be the responsibility of the tenant/occupant.
4. That the payment of utility bills related to water, electricity, or any other regular service opted for by the Prospective Tenant in due course of their occupancy of the said premises shall be undertaken by the Prospective Tenant himself.
5. That the property is being leased on rent for residential purposes only and no commercial or professional work shall be undertaken from the said premise.
6. That the Prospective Tenant as well as the Owner shall be bound to limit by the laws, rules, regulations, and by-laws set by the appropriate authorities, and the Indian laws with respect to their activities in lieu of the agreement and the said premises.

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7. That it is further covenanted that the agreement shall be signed and notarized in the following manner:
  - a. For the purpose of signing the contract, electronic/digital signature shall be used on both ends, the Owner and the Prospective Tenant.
  - b. For the purpose of this clause, “Digital signatures” shall mean the authentication of any electronic record by a subscriber by means of an electronic method or procedure in accordance with Section 3 of the Information Technology Act, 2000.
  - c. For the purpose of certification of the agreement, the notarization process shall be conducted through the remote online notarization (RON) mechanism and the agreement shall be e-notarized.
8. That for the purposes of payment of rent it is hereby covenanted that:
  - a. The said property has been offered for the payment of a rent of Rupees Thirty Thousand (Rs. 30,000) in advance on the seventh (07<sup>th</sup>) day of each month which does not include the payment in relation to water and electricity charges and has been agreed to by the second party.
  - b. As per Section 11(1) of the Modal Tenancy Act, 2021 the security deposit to be paid by the Prospective Tenant shall be Rupees Sixty Thousand (Rs. 60,000) which shall be refunded to the Prospective tenant on the date of vacancy upon the end of the rent agreement subject to (if) any further deductions from the same based on the liability of the Prospective Tenant.
  - c. The payment of the rent, by the Prospective Tenant shall be made through a digital payment service application linking the bank accounts of the Tenant to the same.
  - d. The Tenant uses the digital payment service application or a rent payment tracker application to set reminders for the payment of the rent due and receiving them on the 1<sup>st</sup>, 3<sup>rd</sup>, and the 5<sup>th</sup> day of every month in lieu of the payment of rent on the 7<sup>th</sup> day of every month.
  - e. The tenant sets a recurring payment mechanism in the digital payment service application for the 7<sup>th</sup> of every month to ensure that the payment of rent has not been delayed or failed to be done post the designated due date.
  - f. The bank acknowledgment of the payment of rent by the Tenant shall be conclusive proof of the payment of rent made through the electronic mode.
  - g. A smart lock be installed for the door which can be connected to the rent payment application and upon the non-payment of rent by the Tenant owing to circumstances like insufficient balance or any other foreseeable occurrences the door be locked

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temporarily restricting the Tenant's entry to the property until the rent payment has been done by him.

9. That for the purposes of ensuring the lawful rights of the tenant and assigning legal responsibilities with respect to the leased rental premises upon them, it is hereby covenanted that:
  - a. The tenant shall ensure that the said premises are kept in a good condition as at the commencement of the tenancy, excusing natural wear and tear in the course of habitation in the premises.
  - b. The tenant shall have the exclusive right to enjoy the habitation on the said premises subject to the obligations put across vide the agreement.
  - c. The Tenant shall have protection against any false allegations put against him by the Owner.
  - d. The Tenant has the right to contact the Owner for reasonable needs such as that of legal claims unbeknownst to the Tenant.
  - e. The Tenant shall have the responsibility of maintenance of the property in lieu of the property, fixtures, wear and tear, and the electronic fittings, etc. attached to the said premises and avoiding causing any intentional damage to the property.
  - f. Smart meters for monitoring electricity consumption and smart thermostats for measuring the gas usage be fitted in the rent property so as to monitor and regulate the electricity, water, and gas consumption.
  - g. The payment of the utility bills related to water and electricity shall be the responsibility of the tenant/occupant.
  - h. The tenant shall ensure that the digital payment service app is linked to the due dates for the payment of the utility bills which needs to be against the consumption of water and electricity etc. so that he can receive reminders every alternate day till the due date.
10. That for the purposes of security of the property, it is hereby covenanted that:
  - a. Smart sensors and burglar alarms be fitted by the Owner on the premises so as to ensure that the rent property is not being used in an adverse manner and activities of such nature can be further investigated and looked into.
  - b. The virtual periodical inspection be agreed to by the Tenant so as to provide the Owner with a chance to look into the nature the of usage of the rent property and address any issues that may arise in the use thereof.
11. That for the purposes of termination of this tenancy agreement, it is hereby covenanted that:

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- a. The termination of the agreement shall occur in the natural course of the end of the tenancy agreement.
  - b. The termination of the agreement may also occur vide an order or notice under the provisions of the Model Tenancy Act, 2021 by the appropriate authorities.
12. That for the purposes of dispute resolution and grievance redressal of the Prospective Tenant as well as the Owner, it is hereby covenanted that the:
- a. The Tenant or the Owner can approach the appropriate rent authority headed by the Deputy Collector.
  - b. The Tenant or the Owner can approach the appropriate Rent Court headed by the Additional Collector or the Additional District Magistrate upon being aggrieved from an order for eviction and recovery of possession of premises or for adjudication of appeals against the Rent Authority's orders.
  - c. The Tenant or the Owner can approach the Rent Tribunal to vide an appeal upon being aggrieved by the orders of the Rent Court.
  - d. The Civil Court shall not have jurisdiction over the issues pertaining to provisions under the Model Tenancy Act, 2021.
13. That if the Owner refuses or is unable to provide the access to the said premises to the Prospective Tenant, this agreement shall stand canceled and would give rise to no contractual liabilities between the parties AND in such a case the Owner will refund the rent for the first month and the security deposit as paid back to the Prospective Tenant.

IN WITNESS whereof the parties have hereby set their hands and sealed the day and year above written.

Witnesses:

1. XYZ.
2. ABC.

Sd. Ashok.

Landlord.

Sd. Ram.

Prospective Tenant.