

TENANCY AGREEMENT

BETWEEN

Landlord

AND

Tenant

TENANCY AGREEMENT

THIS TENANCY AGREEMENT is made this.....day of20....

BETWEEN

..... of,State (hereinafter called "**The Landlord**") which expression shall where the context so admits include his heirs, privies, executors, legal representatives and assigns of the one part.

AND

.....of....., State hereinafter called "**The Tenant**") which expression shall, where the context so admits, include his heirs, agents, privies, assign, executors, legal representatives of the other part.

WHEREBY IT IS AGREED AS FOLLOWS:

1. The Landlord **HEREBY LETS** and the Tenant **HEREBY TAKES** from the, **to the**, a One Room self-contain apartment with appurtenances more particularly described as Flat, situate, lying and being at, State for a fixed term ofyear only (hereinafter called "**the Demised Premises**") paying therefore the sum of only, per annum net of all taxes payable for year. (receipt whereof the Landlord hereby acknowledges)

THE TENANT HEREBY COVENANTS WITH THE LANDLORD as follows:

- i. To pay the said rent in the manner aforesaid.
- ii. To occupy and use the demised flat for residential purposes only.
- iii. Not, without the consent in writing of the Landlord make or permit or suffer to be made any alteration or addition or to put up fixtures on the said demised flat, and where any alteration is carried out with the

Landlord's consent, to re-instate the demised flat to its original structure and architectural state at the determination of the tenancy.

- iv. Not to do or permit anything to be done in or upon the demised flat or any part(s) thereof, which may be or become a nuisance or cause inconvenience to the Landlord, without the prior consent in writing of the Landlord.
- v. Not to assign, sublet underlet or part with the possession or any part with the possession of the demised flat or any part thereof to another tenant without the prior consent in writing of the Landlord.
- vi. To maintain the surrounding of the demised flat in good and tenantable condition.
- vii. To pay for all common estate residential levies/services like security charges, clearing fees etc.
- viii. To pay all electricity bills consumed and/or apportioned to it by and the original receipt of payment handed over to the managing agents on monthly basis.
- ix. To pay the annual service charge for cleaning, provision of security and gardening services of the property.
- x. To maintain water borehole and pay for the water borehole electricity charges.
- xi. To pay as deposit in lieu of accommodation to be refunded at vacating and handing over of subject property in good tenantable condition post vacation inspection having been carried and completed.
- xii. Not to use or suffer the property or any part thereof to be used for any illegal or immoral purposes.
- xiii. At the expiration of the tenancy hereby created to peaceably yield unto the Landlord of the demised flat with all additions thereto (except tenant's fixtures) in such repairs and conditions as shall be in accordance with the covenants herein before contained.

- xiv. To permit the Landlord and/or his servants/authorized agents and/or workmen enter the demised flat to view the condition thereof.

THE LANDLORD HEREBY COVENANTS WITH THE TENANT as follows:-

- i. That the Tenant paying the agreed rent and rates in the manner herein after stated and observing and performing all its obligations under this Agreement shall quietly and peaceably hold and enjoy the flat hereby let without any disturbances interruption by the Landlord or his agent(s) or any person(s) rightly claiming through, under or in trust for him.
- ii. To be responsible for the payment of ground rent, and infrastructural development levy imposed upon the demised premises.
- iii. To indemnify the tenant against all claims, cost demands on repairs and upon any adverse claims of title in respect of the premises let under this Agreement by the failure of the Landlord to pay and observe same.
- iv. That all notice required to be given to the Tenant during the subsistence of his tenancy shall be sufficiently served on the Tenant if left in the demised flat.

PROVIDED ALWAYS THAT:

- i. Either part shall have the option to renew this tenancy for further period to be agreed upon by both parties upon issuance of ***“Three (3) Months Notice of Intention To Renew”*** before the expiration of the current term.
- ii. The rent payable may be subject to revision upon renewal of the tenancy.
- iii. The tenancy shall cease where the rents herein reserved remain unpaid for one month after becoming due despite demands for its payment by the Landlord or his agents or where the tenant or his agent commit any breach of the covenant herein contained.

- iv. Either party terminate the tenancy upon giving three (3) Months Notice in writing to the other party for that purpose but without prejudice to any antecedent breach of any covenant or condition herein contained.

PROVIDED ALSO that where this Tenancy expires without the requisite notice being given by either party herein as mentioned above the Tenant shall be entitled to only Seven (7) days Notice to Quit and deliver up the demised premises to the Landlord without any further/more notice whatsoever.

IN WITNESS WHEREOF parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
By the within named "**LANDLORD**"

.....

In the presence of:

Name:

Address:

.....

Occupation:

Signature:

Date:.....

SIGNED, SEALED AND DELIVERED

By the within named "*TENANT*"

.....

In the presence of:

Name:

Address:

.....

Occupation:

Signature:

Date:.....