

TENANCY AGREEMENT

THIS AGREEMENT OF TENANCY is made at Karachi, this ___ day of _____ 2010.

BETWEEN

_____, Muslim, adult, holding NIC # _____, Resident of _____, hereinafter referred to as the “**OWNER**” (which means and include her executors, legal representatives and/or assigns) of the **ONE PART**;

AND

_____ having NIC/Passport No. _____, hereinafter referred to as the “**TENANT**” (Which means and include its/his executors, legal representatives and/or assigns) of the **OTHER PART**;

WHEREAS the Owner above named, being the lawful and un-disputed Owner is legally competent to rent out all that **Apartment No. ___, consisting of 04 bedrooms, in the project known as “Creek Vistas Apartments”, situated at Phase-VIII, Pakistan Defence Officers Housing Authority, Karachi**, hereinafter referred to as the “**SAID PREMISES**”.

Owner’s signature
signature

Tenant’s

AND WHEREAS the Owner has agreed to rent out and the Tenant has agreed to take on rent the above said premises on as it is and where it is basis, for a period of Eleven months commencing from _____ 2010 and expiring on _____ 2011, on the term and conditions appearing herein below:-

MONTHLY RENT:

That monthly rent for the said Premises agreed upon the above said parties shall be _____ per month, including monthly Maintenance charges of DHA/Union, payable in advance.

ADVANCE RENT & DEPOSIT:

That the Tenant has paid to the Owner on signing of this agreement a sum of _____ being the advance rent for ELEVEN (11) months effective from _____ 2010, and a further sum of _____ being the Security Fixed Deposit, which will be refunded at the time of handing over vacant and peaceful possession of the demised premises after deducting the amount of unpaid bills/damages (if any).

NOW THEREFORE THIS AGREEMENT WITNESSTH AS UNDER:-

1. That the Tenant shall pay the charges/bills of Electricity, Gas, Water & Conservancy, and Telephone (if any) to the authorities concerned regularly and paid bills shall be maintained properly and copy of paid bills shall be handed over to the Owner regularly.
2. That the Owner will pay property tax & maintenance charges of Residents Committee/DHA.
3. That the Tenant shall not sublet or sell or assign the said premises or any part thereof to any person under any circumstances.
4. That the Tenant shall use the said premises for Residential purpose only.
5. That the Tenant shall keep the said premises and its fittings and fixtures protected and maintained in good order and in tenantable condition and all minor repairs as and when necessary shall be carried out immediately by the Tenant at his own expenses.
6. That the Tenant shall not make any structural addition or alteration to the said premises without written consent of the Owner.
7. That the Tenant shall not run any illegal or immoral business or activity, or store explosives or ammunitions or items banned by the Government.
8. That the Tenant shall allow the Owner or his representative/agent to inspect the said premises during any reasonable time of the day with prior appointment with Tenant.
9. That on expiry of Tenancy period of eleven months, this agreement can be extended on mutual consent of both the parties subject to 10% increase in existing monthly rent after every year.

Owner's signature
signature

Tenant's

10. That either party shall serve 01 months prior written notice in case the said premises is being vacated or is required to be vacated.
11. That the Tenant shall not cause any damage, whatsoever to the said premises or its fittings and fixtures in any manner whatsoever and at the time of vacating the tenant shall hand over physical and peaceful possession of the said premises to the Owner in clean and tenantable condition with all the fixtures and fittings in perfect working/usable condition as they were at the time of possession taken over by the Tenant. Any loss or damage to the said premises and its fittings and fixtures and installation, due to unfair use by the Tenant shall be made by the Tenant before the termination of the lease, breakage's will be replaced with the same or similar quality or the cost of the same shall be paid by the Tenant to the Owner.
12. Both the Owner and the Tenant have finalized the transaction by themselves alone at their own free will and conditions after full satisfaction and in future for all purposes both the parties shall settle the matter directly by contacting each other on the given addresses and telephone numbers.
13. That all the terms & conditions of this Agreement have been read over to the parties which admit to be correct and agree to abide by the same.

IN WITNESS WHEREOF the parties above named have set and subscribed their respective hands, the day, month, and the year first above written.

WITNESSES:

1. _____

OWNER: _____

2. _____

TENANT: _____

Electric Meter No. _____ Reading _____ Dt _____

Gas meter No. _____ Reading _____ Dt _____

RECEIPT

Received with thanks from _____, a sum of _____ being the advance rent for ELEVEN (11) months effective from _____ 2010, and a further sum _____ being the Security Fixed Deposit (refundable), both the sums totaling to _____ in Cash, in respect of rental premises **Apartment No. _____, consisting of 04 bedrooms, in the project known as “Creek Vistas Apartments”, situated at Phase-VIII, Pakistan Defence Officers Housing Authority, Karachi.**

OWNER:

Karachi.
Dated: ____ 2010

