**RENT AGREEMENT**

This Rent Agreement is made on this \_\_20th\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_October\_\_\_\_\_ 2023 at Lahore.

**BETWEEN**

Mst Naseem Kausar Asghar w/o Ali Abbas Asghar Resident of Ahmad Block, New Garden Town, House No.124, Lahore (CNIC No.53202-2630525-6) (Hereinafter to be referred as **“LANDLORD”**, which expression shall where the context so permits be deemed to include its successors in interest and assigns) of the **First Part.**

**AND**

Muhammad Shafique son of Khushi Muhammad Resident of House No.140, Mohallah Patiala House, Race Course Road Lahore. (CNIC No. 35202-6520742-7) (Hereinafter to be referred as **“TENANT”**, which expression shall where the context so permits be deemed to include its successors in interest and assigns) of the **Second Part**.

**WHEREAS** the Landlord/First Part is the owner of House No. 2165/A-A, inside Texali Gate/Darwaza, Lahore measuring approx. 4-Marla.

**AND WHEREAS** Landlord/First Part is interested to Rent out the property mentioned hereinabove and the Tenant/Second Part is desirous to occupy the property (Hereinafter to be referred as the ***“Demised Property/Premises”***).

**AND WHEREAS** the Landlord/First Part and Tenant/Second Part have agreed to enter into this Rent Agreement on the following terms and conditions:

1. **GRANT ON RENT:**

a. The Parties have now entered into this Rent Agreement on terms and conditions in accordance with *The Punjab Rented Premises Act 2009*.

b. The Landlord/First Part hereby agrees to grant and the Tenant/Second Part has accepted to take on Rent the demised property/premises House No. 2165/A-A, inside Texali Gate/Darwaza, Lahore measuring approx. 4-Marla.

c. the demised premises is equipped with running electricity connection, water, tariff whereof shall be paid by the Tenant/Second Part and no time shall be considered as part of payment of rent.

**2. RENT:**

a. It has been mutually agreed between the parties hereto that the rent of the demised premises shall be Rs.2,50,000/- per month, exclusive of any tax which shall be paid by the party of the Second Part.

b. The rent shall be increased annually @ 10%.

**3. PERIOD:**

a. This Rent Agreement shall be for a period of five (5) years commencing w.e.f 20th  Nov 2023 and shall stand determined earlier on 19th November 2028 and on the expiry of Five (5) years shall automatically stand terminated.

b. If the Tenant/ Second Party is desirous to renew the Rent for any further period, prior written notice shall be given by the Tenant/Second Part within six months from the date of expiration of the term of the rent Agreement to the Landlord/First Part expressing his intent/willingness.

c. If the parties agree to renew the Rent Agreement, in such a case new agreement shall be executed on new terms and conditions.

d. The Tenant/Second Part shall be bound to hand over vacant physical possession of the demised premises to the Landlord/First Part on the determination or termination of Rent Agreement, in case of default or violating any of the conditions of this agreement by the Tenant/Second Part, the Landlord/First Part shall be fully entitled to eject the Tenant/Second Part from the premises and take over the physical possession of the same in accordance with Law.

**4. SECURITY:**

a. One month rent i.e., Rs. 250,000/- shall be deposited by the Tenant/Second Part with the Landlord/First Part.

b. At the time of vacation of the demised premises the Tenant/Second Part shall pay and clear all bills and arrears in respect of electricity, water, Telephone, gas charges etc., in case of nonpayment the security deposited shall be adjusted towards clearance of tarrif/arrears of the facilities and the remaining amount, if any, shall be refunded to the Tenant/Second Part.

**5. PAYMENTS:**

a. the Tenant/Second Part shall pay Rent regularly on or before 15th of every month in through cross cheque issued in the name of Landlord/First Part.

b. As a mutual understanding between the parties hereto the Landlord/First Part has facilitated nonpayment of rent for one-month w.e.f 20th Oct 2023.

c. the payment of rent shall commence w.e.f 20th Nov 2023 on monthly basis. However, the Tenant/Second Part has given advance rent of Rs 750,000 to the Land Lord/First Part for period reckoned from 20th Nov 2023 upto 19th February 2024. For subsequent months, the Rental payment will be made by the Tenant/Second Part to the Landlord/First Part on monthly basis on or before the 15th of each month.

d. The Tenant/Second Part undertake and ensure that the payment instrument issued towards the payment of rent shall be in encashed promptly

e. if the Tenant/Second Part fails to pay rent within period of thirty days after lapse of 15th of every month, notwithstanding delayed payment and duration of rent agreement, it shall be construed as default and liable to be ejected from the demised premises in accordance with law.

**6. Purpose of Tenancy:**

1. The demised premises have been rented out to the Tenant/Second Part for establishing restaurant business.
2. The nature of property is presently residential, it has been mutually settled between the parties hereto that for establishing restaurant business any permission, conversion required for running the business shall be the exclusive responsibility of Tenant/Second Part. Any expenses, costs or fee whatsoever shall be borne exclusively by the Tenant/Second Part and at no point shall be adjusted towards payment of rent of security deposit as mentioned above.
3. The Tenant/Second Part shall keep indemnify the Landlord/First Part against all such tax liabilities against running of business and any other charges, penalties, fines, costs and expenses imposed by any regulatory authority in this regard.

**7. OBLIGATIONS OF LANDLORD/FIRST PART**

Subject to this Rent Agreement, the Landlord/First Part covenants as under:

a) Only to pay property tax, fee or charges levied on the residential status of the premises under a law for the time being in force.

b) Shall not enter the demised premises without giving the Tenant/Second Part reasonable notice.

c) Shall ensure that all amenities i.e., electricity and water installed at the demised premises are in running conditions and all payments of tariff made up to the time of commencement of this Rent Agreement stood paid.

**8. OBLIGATIONS OF TENANT/SECOND PART.**

Subject to this Rent Agreement, the Tenant/Second Part covenants as under:

(a) Keep the demised premises in the condition in which it was rented out; except renovation for business purpose, subject to express written permission of the Landlord/First Part, but with no structural change, alteration or addition to external appearance or any part of the demised premises in any manner whatsoever.

(b) Use the demised premises for the purposes/ purpose for which it was rented out, i.e. for establishing restaurant.

(c) Undertake not to involve in any illegal and unlawful activity or create nuisance to other businesses around the demised premises and also shall not create any hindrance in business locality, streets.

(d) Allow the Landlord/First Part to enter the premises for the purpose of inspection at all reasonable time.

(e) Hand over the vacant possession of the demised premises to the Landlord/First Part on the determination of Rent Agreement or in the instance of default payment of rent or violation of any term and condition of this Agreement leading to ejectment however, the condition of the property should be the same as at the time it was rented out.

(f) The Tenant/Second Part undertakes and affirms not to sublet the whole or any part of the demised premises or transfer or assign a right to any party in any manner whatsoever, without express prior written consent of the Landlord/First Part.

(g) Electricity meter, sui gas meter, water meter (if any) had already been installed at premises. In case of any defect by use or disconnection of electricity, sui gas, water due to non-payment of bills; all charges for-reconnection shall be exclusively borne by the Tenant/Second Part.

(h) The Tenant/Second Part also undertakes not to involve in any kind of electricity, gas, water theft or tempering with the electric, sui gas and water meters and tempering with the connections, in such eventuality the Tenant/Second Part shall be exclusively liable the shall always keep Landlord/First Part indemnified and harmless in all respects.

1. At the time of determination of tenancy, or in case of eviction Tenant/Second Part is not entitled to remove the fixtures, if any installed, but all reasonable care shall be made not to damage the demised premises.

(j) That the Tenant/Second Part shall not place any offensive, dangerous, inflammable, or explosive material which may constitute nuisance or criminal liability in the demised premises.

(k) Any billboard required to be installed shall be subject to approval of regulatory authorities, if required.

(l) The Tenant/Second Part covenants that it shall not under this agreement or otherwise claim ownership rights in the demised premises or any of the structure of the demised premises.

(m) The Tenant/Second Part shall not assign or part with possession of the demised property to any person in any form whatsoever, except the Landlord/First Part.

(n) The Tenant/Second Part shall be responsible for watch and ward security and safety of all fixtures and structures already stood installed in the demised premises.

**9. REGISTRATION OF RENT AGREEMENT:**

a. That this rent deed shall be registered in accordance with Punjab rented premises Act, 2009 and any other law for the time being enforce

b. the costs expenses, government dues shall be borne by the parities in equal shares.

**10. NOTICE:**

a. in case the Tenant/Second Part is desirous to vacate the demised premises before the termination of stipulated period, in such eventuality, 6-month prior written notice shall be given to the Landlord/First Part, however, during notice period the terms and conditions including payment of rent shall be adhered to by the Tenant/Second Part in all respects.

**11. AMMENDMENT, MODIFICATION/ALTERATION OF THE AGREEMENT:**

1. No addition, alteration or modification of this agreement shall be effective or binding on either of the parties hereto unless agreed in writing and executed by the respective parts.
2. This Agreement including schedule sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior contemporaneous oral of written representations and understandings.

**12. SCHEDULE & DIMENSION OF PROPERTY:**

a. The Schedule of property handed over to Tenant/Second Part is given below:

1. Fixtures:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. No of Rooms/Halls:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. No. of Baths:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. No. of Storeys:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. Cupboards/shelves:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. Kitchen accessories:
7. Dimension of demised premises:

East:

West:

North:

South:

**IN WITNESSES WHEREOF THE PARTIES HERETO** have put their respective signatures in this Rent Agreement on the day hereinabove mentioned.

**LANDLORD/FIRST PART TENANT/SECOND PART**

**WITNESSES:**

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RENT AGREEMENT**

**Mst. Naseem Kausar Asghar (LANDLORD/FIRST PART)**

W/o Ali Abbas Asghar

R/o Ahmad Block, New Garden Town,

House No.124, Lahore

(CNIC No.53202-2630525-6)

**Muhammad Shafique (TENANT/SECOND PART)**

S/o Khushi Muhammad

R/o House No.140,

Mohallah Patiala House

Race Course Road, Lahore.

(CNIC No. 35202-6520742-7)

**PROPERTY RENTED**

**FIRST FLOOR OF**

House No. 2165/A-A,

Inside Texali Gate/Darwaza,

Lahore measuring approx. 4-Marla.

Commencement Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_2023

Expiry Date: ­­ \_\_\_\_\_\_\_\_\_­­­\_\_\_ 2028

**LANDLORD/FIRST PART TENANT/SECOND PART**