

**ROYAL GOVERNMENT OF BHUTAN
MINISTRY OF WORKS & HUMAN SETTLEMENT
NATIONAL HOUSING DEVELOPMENT CORPORATION**

**Affix a
passport
size photo**

LEASE AGREEMENT

This lease agreement is executed on day _____ month _____ year _____, between the National Housing Development Corporation (NHDC), here-in-after called the LESSOR on the one part and _____ of _____ (Office), Employee ID No. _____, CID No. _____, Village _____, Gewog _____ Dzongkhag _____, here-in-after called the LESSEE on the other part, providing for the lease of house premises described below:-

DESCRIPTION OF PREMISES

The building is a government quarter bearing _____ located at _____.

NOW THIS DEED WITNESSTH AS FOLLOWS:-

1. The Lessee shall deposit the house rent based on measured usable floor area from their gross salary and shall become payable from the date the quarter is handed over by the Lessor to the Lessee together with an inventory of all fixtures in use-worthy condition.
2. The tenancy shall commence from _____.
3. The quarter shall be used only for residential purpose by the Lessee and it shall not be sublet in part or in whole to any party/individual including relatives. Involvement in such practices shall result in the Lessee paying a fine equivalent to the rent for the period of such violation and immediate cancellation of the lease agreement & allotment order and eviction from the quarter.
4. The Lessee shall not keep/rear any cattle/pigs/poultry etc. at any part of the premises or in the surrounding areas. If the Lessee possesses any pets such as dogs, cats, etc. they should be kept indoors in order to prevent littering in the surrounding areas and inconvenience caused to other tenants. Violation of this clause shall result in eviction of the allottee according to Clause 13.1.3 (d) of the Tenancy Act.
5. The Lessee shall not use the surrounding vacant land for the construction of unauthorized garages, stores and extensions or for any other purposes without written permission of the Lessor. **Further, the Lessee shall not be permitted to lay Linoleum/rubber type of carpets on the wooden floor to avoid decay/deterioration of the wooden planks.**
6. The Lessee shall permit and extend their full co-operation to the Lessor and its representatives to enter the premises for inspection and for carrying out maintenance activities as and when necessary.

7. The ceiling/attic of the building is not designed to support any load. As such, if any Lessee attempt to break through/use the false ceiling space for any purpose, he/she shall be personally responsible for any accidents and shall be liable for any damages whatsoever. Further, stacking of fire wood/any heavy materials in the verandahs/passages will not be permitted in order to avoid additional loads on the load bearing structure of the building.
8. All solid wastes shall be dumped/disposed in the garbage bin provided by the City Corporation. It shall be the duty of the tenants to advice their children not to throw waste disposals within the compound/complex. The cleanliness of the individual building compound must be maintained every weekend with the co-ordination of the other tenants of that particular building. In the event, any objection is raised from the City Corporation regarding cleanliness cum hygienic environment; the Lessee/tenant shall be fully responsible.
9. In the event the quarter is transferred to private party due to the Government order, the Lessee shall have no objection whatsoever and the new Owner shall have the right to continue or discontinue the tenancy notwithstanding the present tenancy agreement. Further, the Lessor shall not be liable for providing the Lessee with a substitute or replacement quarter.
10. If the Lessee wishes to vacate the quarter he/she shall give a written notice to the Lessor 30 days in advance or in lieu thereof pay one month's rent.
11. The Lessee shall hand over the possession of the quarter to the Lessor with all items listed in the **inventory** in use-worthy condition. The Lessee shall be held financially responsible for repairs/replacement in case of inflicted damages and **any breakage or damage should be repaired, replaced or compensated by the lessee**
12. The Lessee shall pay for electricity, telephone, water and other utilities and services to the concerned authorities. Should any complaint against the Lessee be received from any organization on such account, the Lessor shall reserve the right to terminate the lease agreement and the allotment order without notice. Upon surrender of the quarter, electricity bill, water bill and all other liabilities have to be paid/cleared by the Lessee/tenant.
13. Upon being transferred from one place to another or in case of retirement or termination from service, the Lessee should serve a notice to that effect with the Lessor and surrender the quarter to the Lessor. The Lessee shall not be permitted to transfer the right of occupation to a third party without the approval of Lessor. Lessee refusing to abide by the rules, and/or refusing to vacate the quarter upon transfer or as required by the government shall be payable for a fine equivalent to the rent for that unauthorized period in addition to the usual rent per month. The Lessor shall notify the respective ministries and agencies, which shall be required to take necessary disciplinary action failing which the matter shall be referred to appropriate authorities.
14. Upon resignation, the Lessee shall be allowed to retain the quarter for period of two month only subject to the usual rent. If the Lessee fails to surrender the quarter within the stipulated time frame, he/she shall be liable to pay a penalty of 2 months' rent in addition to that particular months' rent.
15. In general, the Lessor shall have unilateral right to repossess the housing units from the allottees inter-alia under the following conditions:
 - I. Units not surrendered by a tenant upon his/her transfer to other duty stations.
 - II. Genuine requirement of the allotted property for other important development purposes.
 - III. Allottees who have acquired the allotment of quarters through supply of false information.
 - IV. Allottees causing serious & repeated social disorders/nuisance within housing complex.

- V. Allottees causing serious damages to the rented properties and other public facilities.
- VI. Unauthorized subletting/conversion of the use of quarters.
- VII. Non-deposit of more than two months of consecutive rental charges.
- VIII. Other serious breach of the provisions of housing rule, lease agreement, other related Regulation and the Tenancy Act.

16. In the event of untimely demise of the Lessee, the immediate family members of the Lessee shall be given a period of 2 months subject to a written request by the family member through the agency concerned. If the quarter is not surrendered within 60 days of demise of the Lessee, the family member, upon whose request the grace period has been granted, shall be required to pay 2 months house rent in addition to usual house rent, as fixed by NHDC. The respective AFDs shall not release the retirement benefits without a No Objection Certificate from the Lessor.

17. The revision of rent will be as per the rule in force.

18. In witness whereof the Lessor and Lessee here-unto subscribe their hand on this day, month and year first written.

Affix a Legal Stamp (Nu. 10) and sign on it.

Signature of Lessor:-----

Signature of Lessee:-----

Full Name:-----

Full Name:-----

Designation:-----

Designation:-----

Signature of Guarantor :-----

(With the official seal)

Name of Head of AFD/Agency:-----

Designation:-----

Countersigned by:-

**Managing Director
National Housing Development Corporation
Thimphu**

INVENTORY

1. The quarter consists of ___ **Bedrooms**, ___ **Toilet** ___ **bathroom**, ___ **Living room**, **Kitchen** and **Balcony/verandah**, with a total usable area of _____ **sft.** excluding Verandah.

2. The quarter is fitted with all electrical lines, plumbing and sewage, possesses the following fittings based on room wise:-

a) Sitting Room:-

- i. Tube Light Nos ()
- ii. Ceiling Fitting Nos ()
- iii. Fancy Wall Bracket Nos ()
- iv. 5/15 Amps Power Point Nos ()
- v. Telephone Point Nos ()
- vi. Television Connection Nos ()

b) i) Bed Room:-

- i. Tube Light Nos ()
- ii. Wall Bracket Nos ()
- iii. Inbuilt Cupboard Nos ()
- iv. 5/15 Amps Power Point Nos ()

ii) Bed Room:-

- i. Tube Light Nos ()
- ii. Wall Bracket Nos ()
- iii. Inbuilt Cupboard Nos ()
- iv. 5/15 Amps Power Point Nos ()

iii) Bed Room:-

- i. Tube Light Nos ()
- ii. Wall Bracket Nos ()
- iii. Inbuilt Cupboard Nos ()
- iv. 5/15 Amps Power Point Nos ()

c) Master Bedroom:-

- i. Tube Light Nos ()
- ii. Wall Bracket Nos ()
- iii. Inbuilt Cupboard Nos ()
- iv. 5/15 Amps Power Point Nos ()

d) Kitchen:-

- i. Ceiling Fitting (Bulb) Nos ()
- ii. 5/15 Amps Power Point Nos ()
- iii. Kitchen Sink Steel Nos ()
- iv. Brass Bib-cock Nos ()
- v. Exhaust Fan Nos ()

e) i) Toilet:-

- i. Ceiling Rose Nos ()
- ii. 5/15 Amps Power Point Nos ()
- iii. Toilet Paper Holder Nos ()
- iv. Wash Basin Nos ()
- v. Indian Type W/c Pan Nos ()
- vi. Bathroom Mirror Nos ()
- vii. Towel Rail Nos ()
- viii. Brass Bib-cock Nos ()
- ix. Water Shower Nos ()
- x. Toilet seat (western) Nos ()
- xi. Toilet seat (Indian) Nos ()
- xii. Mirror light Nos ()
- xiii. Soap case Nos ()
- xiv. Glass shelf Nos ()

ii) **Toilet:-**

i.	Ceiling Rose	Nos ()
ii.	5/15 Amps Power Point	Nos ()
iii.	Toilet Paper Holder	Nos ()
iv.	Wash Basin	Nos ()
v.	Indian Type W/c Pan	Nos ()
vi.	Bathroom Mirror	Nos ()
vii.	Towel Rail	Nos ()
viii.	Brass Bib-cock	Nos ()
ix.	Water Shower	Nos ()
x.	Toilet seat (western)	Nos ()
xi.	Toilet seat (Indian)	Nos ()
xii.	Mirror light	Nos ()
xiii.	Soap case	Nos ()
xiv.	Glass shelf	Nos ()

Bathroom:-

xv.	Ceiling Rose	Nos ()
xvi.	5/15 Amps Power Point	Nos ()
xvii.	Toilet Paper Holder	Nos ()
xviii.	Wash Basin	Nos ()
xix.	Indian Type W/c Pan	Nos ()
xx.	Bathroom Mirror	Nos ()
xxi.	Towel Rail	Nos ()
xxii.	Brass Bib-cock	Nos ()
xxiii.	Water Shower	Nos ()
xxiv.	Toilet seat (western)	Nos ()
xxv.	Toilet seat (Indian)	Nos ()
xxvi.	Mirror light	Nos ()
xxvii.	Soap case	Nos ()
xxviii.	Glass shelf	Nos ()
xxix.	Bathtub	Nos ()

Middle Passage:-

xxx.	Ceiling Rose	Nos ()
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f) Verandah:-

i.	Ceiling Fitting	Nos ()
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g) Other Fittings:-

i.	Electricity Meter	Nos ()
ii.	Water Meter	Nos ()
iii.	Door Bell	Nos ()
iv.	Geyser	Nos ()
v.	Water Tank (Syntax _____ ltr.)	Nos ()

3. I hereby undertake to hand over the quarter as before with all the fixtures and accessories as mentioned above.

**Affix a Legal
Stamp (Nu. 10)
and sign on it.**

Signature of Lessor:-----

Signature of Lessee:-----

Full Name:-----

Full Name:-----

Designation:-----

Designation:-----

(UNDER TAKING)

I hereby undertake full responsibility to abide by the terms and conditions set at clause no. 3 of the Lease Agreement i.e. that I shall not sublet the quarter in part or whole to any party/individual including relatives. In the event of such violation, I hold full responsibility to accept the consequences leading to my immediate eviction from the quarter in addition to payment of whatever penalty imposed on me by NHDC Management for the period of the sublet.

Tenant's Signature
(Affix a legal Stamp)