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 བཅུ་ལ་མེ་རྒྱ་ལོ་ངས་འཛིན་གྱི་འཕེལ་འགན་ཁུར་གྱི་ལྷན།
 འབྲུག་རྒྱལ་ཡུལ།



NATIONAL HOUSING DEVELOPMENT CORPORATION LIMITED

REAL ESTATE MANAGEMENT SERVICES

Head Office – Thimphu, Bhutan

**Affix a
 passport
 size photo**

TENANCY AGREEMENT

This tenancy agreement is executed on day _____ month _____ year _____, between the National Housing Development Corporation Ltd. (NHDCL), here-in-after called the LESSOR on the one part, and Mr./Mrs. _____ (Name) of _____ (Office), Employee ID No. _____, CID No. _____, Village _____, Gewog _____, Dzongkhag _____, here-in-after called the LESSEE on the other part,

Providing for renting of house premises described below:-

DESCRIPTION OF PREMISES

The building is a NHDCL/Govt. 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 as attached (Annexure I).
2. The monthly rent amounts to Nu. _____ (Ngultrum _____) and shall be payable on or before the fifth day of every succeeding month.
3. This tenancy agreement shall commence from **1st July 2014** and expire on **30th June 2016**.
4. The Lessee can occupy the quarter for a maximum period of **10-years** in same duty station commencing from 1st January 2014.
5. A security deposit of two months' rent of Nu. _____ vide receipt # _____ dated _____ only shall be deposited in advance, prior to the execution of this Agreement (Attach the copy of receipt).

Signature of Lessee:

6. In the event the tenant fails to pay the monthly rent on time, he/she shall be liable for penalty of @ 24% per annum i.e. **2%** per month of the monthly amount.
7. 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:
 - i. Paying a penalty equivalent to the rent for the period of such violation;
 - ii. Immediate cancellation of Tenancy Agreement and Allotment Order;
 - iii. Forfeiting of Security Deposit;
 - iv. Eviction from the quarter;
 - v. Debarring from NHDCL's housing facility throughout the country in future.
8. 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.
9. If the Lessee possesses any domestic animals like cows, horses, goats, ships, etc., Lessee should make sure that the animals are put in a proper place so that they don't litter in the surrounding areas and cause inconveniences to the other tenants.
10. 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.**
11. 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.
12. 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.
13. All solid wastes shall be dumped/disposed in the garbage bin provided by the Municipal Office. 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 Municipal Office regarding cleanliness cum hygienic environment; the Lessee/tenant shall be fully responsible.
14. All toxic /chemical / hazardous wastes shall be disposed in proper place as per the environmental rules and regulations, NECS etc.
15. 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.

Signature of Lessee:

16. If the Lessee wishes to renew the agreement, he/she shall apply to Lessor **two months** in advance, prior to the expiry of the tenancy agreement. If the Lessee wishes to vacate the quarter, he/she shall serve a written notice of **30 days** in advance to Lessor or in lieu thereof pay one months' rent.
17. Where the Lessee fails to renew the Tenancy Agreement within the validity of the current Tenancy Agreement, the tenant shall serve the vacation notice of **one month** for vacation of quarter/unit and shall liable penalty of 125 per day during this vacation period in addition to the monthly rent.
18. The Lessee shall hand over the possession of the quarter to the Lessor with all items listed in the **inventory (Annexure I)** 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 deducted from the security deposit amount after valuation by Estate Engineer.** Further, minor repairs & replacement of plumbing and electrical items shall be the responsibility of the lessee. If the Security Deposit doesn't cover the cost of damage to the item(s), then the remaining deduction will be done from Lessee's retirement benefits.
19. 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 tenancy agreement and the allotment order without notice. **Upon surrender of the quarter, the Lessee have to produce No Objection Certificates (NOC) from service providers like Bhutan Power Corporation Ltd, Thimphu Thromde, etc.**
20. Upon transfer, resignation, termination, demise, the Lessee shall be allowed to retain the quarter for period of two months only subject to advance payment of rent. Failing to surrender the quarter shall result Lessee:
 - i. Paying a penalty equivalent to the rent for the period of such violation;
 - ii. Immediate cancellation of Tenancy Agreement and Allotment Order;
 - iii. Forfeiting of Security Deposit;
 - iv. Eviction from the quarter;
 - v. Debarring from NHDCL's housing facility throughout the country in future.
21. The Lessee shall pay for the common utilities like compound/common lightings, cleaning, water pump charges, etc.
22. Any additional clause other this agreement, drawn between Lessor and Lessee shall be valid.
23. Any other clause not covered in this agreement shall be as per the NHDCL housing allotment rule and Maintenance Policy – rules and regulations 2013; Tenancy Act of Bhutan, and other relevant laws.
24. The revision of rent will be as per the prevailing law of the land.
25. In general, the Lessor shall have unilateral right to evict and repossess the housing units from the allottees inter-alia under the following conditions:
 - I. NHDCL Unit occupying continually for more than 10-years by a household.
 - II. Units not surrendered by a tenant upon his/her transfer to other duty stations.
 - III. Genuine requirement of the allotted property for other important development purposes.

Signature of Lessee:

- IV. Allottees who have acquired the allotment of quarters through supply of false information.
- V. Allottees and residents causing serious & repeated social disorders/nuisance within housing complex.
- VI. Allottees and residents causing serious damages to the rented properties and other public facilities.
- VII. Unauthorized subletting/conversion of the use of quarters.
- VIII. Non-deposit of more than two months of consecutive rental charges.
- IX. Other serious breach of the provisions of National Housing Development Corporation Ltd. Housing Allotment Rule, tenancy agreement, other related Regulation and the Tenancy Act 2004.
- X. Operation of unlawful and illegal activities in the unit.

26. The **Annexure I** – Inventory List and **Annexure II** – Undertaking from Employer are hereby a part of this agreement.

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

(LESSOR)

(LESSEE)



**General Manager
Real Estate Management Services,
National Housing Development
Corporation Limited.**

Full Name : _____

Designation : _____

CID No. : _____

(WITNESSES)

Witness to Lessor

Witness to Lessee

**General Manager
Corporate Services
NHDCL**

Signature of Witness : _____

Full Name : _____

Designation : _____

CID No. : _____

Signature of Lessee:



Letter of Undertaking

Dasho/Mr./Mrs. holding Citizenship ID No

and Employee ID/No..... is the regular employee of:

- Department/Sector :
- Ministry/Dzongkhag :

This office hereby undertake to intimate National Housing Development Corporation Ltd. (NHDCL) in case of transfer, resignation, superannuation, demise, termination, availing Extra Ordinary Leave and Study Leave with respect to the above employee.

Failure to intimate any relevant information and relieving the employee without Clearance certificate from the NHDCL, we undertake to talk full and unconditional responsibility to resolve any dispute/issues of NHDCL’s quarter occupancy pertaining to Dasho/Mr. /Mrs.

Affix with
Nu.10 legal
stamp

(Signature & Office Seal)

(Signature of Employee)

Name:

Name:

Designation: Chief Human Resource Officer

Designation:

Date :

Place :