

## **TENANCY AGREEMENT**

**Affix  
Passport  
Photograph**

This Tenancy Agreement is executed on day \_\_\_\_\_ month \_\_\_\_\_  
year \_\_\_\_\_, between the National Housing Development Corporation  
Limited (NHDCL), here-in-after called the **LESSOR** and Mr./Mrs./Ms.

\_\_\_\_\_ of \_\_\_\_\_,  
CID No. \_\_\_\_\_, Employee ID No. \_\_\_\_\_, Village  
\_\_\_\_\_, Gewog \_\_\_\_\_ Dzongkhag \_\_\_\_\_,  
here-in-after called the **TENANT**.

### ***DESCRIPTION OF PREMISES ON RENT***

The building No: \_\_\_\_\_ located at \_\_\_\_\_.

### ***NOW THIS DEED WITHNESSTH AS FOLLOWS: -***

1. The rent is based on floor area and payable from the day the quarter is handed over by the Lessor to the tenant together with an inventory (Annexure I) in good condition.
2. The monthly rent amounts to Nu. \_\_\_\_\_ (Ngultrum \_\_\_\_\_) and shall be payable on or before the fifth day of every succeeding month. A late penalty fee @24% per annum i.e. **2%** per month of the monthly amount shall be levied for late payment of rent.
3. A security deposit of two months' rent of Nu. \_\_\_\_\_ must be deposited prior to execution of this Tenancy Agreement. Security Deposit Receipt # \_\_\_\_\_ dated \_\_\_\_\_ (attach copy).
4. This tenancy agreement shall commence from \_\_\_\_\_ and expire on \_\_\_\_\_.
5. The tenant can occupy the quarter for \_\_\_\_\_ in same duty station, from the date of allotment.
6. The quarter shall be used only for residential purpose by the tenant and it shall not be sublet in part or in whole to any party/individual including relatives. Involvement in such practices shall result in:
  - i. Payment of penalty for the period of such violation as per rule in force;
  - ii. Immediate cancellation of the Agreement & Allotment Order and eviction from quarter;
  - iii. Forfeiting of the Security Deposit amount;
  - iv. Debar from NHDCL's housing facility in the country in future.

7. Tenant shall not be permitted to lay Linoleum/rubber type of carpets on the wooden floor to avoid decay/deterioration of the wooden planks.
8. Possession of any pets/domestic animal by tenant should be kept properly to prevent littering in the surrounding areas and causing inconvenience to other tenants. Violation of this clause shall result in eviction of the tenant from the quarter/premises.
9. The tenant 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. **Failure to abide by this clause shall result in cancellation of the allotment.**
10. The tenant shall permit and extend 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.
11. The ceiling/attic of the building is not designed to support any load. If tenant attempts 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 is not permitted for the safety of tenants.
12. Solid wastes should be disposed of properly. Hygiene and cleanliness of the building compound must be maintained in co-ordination of other tenants. If there is any complain from the concerned authority on the cleanliness, the concerned tenants shall be held responsible.
13. Any toxic/chemical/hazardous wastes must be disposed in proper place as per the environmental rules and regulations etc.
14. If the tenant wishes to renew the agreement, he/she shall apply to Lessor **one month** in advance, prior to the expiry of the current tenancy agreement. If the tenant 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.
15. Where the tenant continues to occupy the rental unit without renewing the agreement or after the eviction notice has been served in accordance with existing norms, shall be levied a monthly fine equivalent to two months' rent in addition to usual rent.
16. The tenant shall pay fees and charges to the concerned authorities for the services and facilities availed. Should any complaint against the tenant be received on such account, the Lessor reserves the right to terminate the tenancy agreement and the allotment order without notice. The tenant shall also pay for the common utilities like compound, common lightings, cleaning, water pump charges, etc. if any.
17. Upon being transferred from one place to another or in case of retirement or termination from service, the tenant shall serve a notice to that effect to the Lessor and

surrender the quarter. Tenant shall not be permitted to transfer the right of occupation to a third party.

18. Upon transfer, resignation and termination, the tenant shall be allowed to retain the quarter for period of two months subject to advance payment of rent. If the tenant fails to surrender the quarter within the stipulated time frame, he/she shall be levied penalty of 2 months' rent in addition to the particular months' rent until surrender of the quarter.
19. The tenant shall hand over the possession of the quarter to the Lessor with all items listed in the **inventory (Annexure I)** in use-worthy condition. In the case of major breakages of items or damages to the property (as assessed by the Estate Engineer), the tenant shall repair or replace the items where the security deposit amount is not sufficient to cover the cost. Minor repairs & replacement of the items shall be the responsibility of the tenant.
20. At the time of handing over the quarter, tenant shall produce No Objection Certificates (NOC) from service providers like Bhutan Power Corporation Ltd, Thimphu Thromde, etc.
21. Any other clause not covered in this agreement shall be as per the NHDCL housing allotment rule, House Maintenance Policy 2013, Tenancy Act of Bhutan 2015 and other relevant law.
22. The revision of rent will be as per Tenancy Act of Bhutan and other applicable policies and rules.
23. 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 occupied continuously for more than 10-years by an allottee.
  - 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 or by Government Order, the tenant shall not be provided with substitute quarter.
  - IV. Allottees who have acquired the allotment of quarters through supply of false information.
  - V. Allottees causing serious & repeated social disorders/nuisance within housing complex.
  - VI. Allottees causing serious damages to the rented properties and other public facilities shall also be penalized.
  - VII. No substitute quarter will be provided when the unit is damaged by natural forces and rendered unfit for dwelling.
  - VIII. Unauthorized subletting/conversion of the use of quarters.
  - IX. Non-deposit of house rent for more than two months of consecutive rental charges.
  - X. Other serious breach of the provisions of National Housing Allotment Rule, Tenancy agreement, other related Regulations and the Tenancy Act.
  - XI. Operation of unlawful and illegal activities in the unit.

24. The **Annexure I** – Inventory List and **Annexure II** – Undertaking from Employer are hereby a part of this agreement.
25. In witness whereof the Lessor and Tenant here-unto subscribe their hand on this day, month and year first written.

(For LESSOR)

(TENANT)

Affix Legal  
Stamp &  
Sign on it

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

Full Name : \_\_\_\_\_

Designation : \_\_\_\_\_

CID No. : \_\_\_\_\_

**(WITNESSES)**

*Witness to Lessor*

*Witness to Tenant*

**General Manager  
Corporate Services  
NHDC**

Signature of Witness: \_\_\_\_\_

Full Name : \_\_\_\_\_

Designation : \_\_\_\_\_

CID No. : \_\_\_\_\_

Office Address : \_\_\_\_\_

**Sign on all Pages**

### **Letter of Undertaking**

This office hereby undertakes to provide timely reliable information on transfer/resignation /superannuation/termination/extra ordinary leave/study leave/demise of our employees to National Housing Development Corporation Ltd. (NHDCL).

We stand fully accountable and responsible for settling all housing related issues with NHDCL prior to disbursing the retirement benefits of the following official.

1. **Name** : .....
2. **Employee No** : .....
3. **Citizenship ID No** : .....
4. **Department/Sector** : .....
5. **Ministry/Dzongkhag** : .....

Affix  
Legal  
stamp  
& Sign  
on it.

**Name:** .....  
**Designation:** Chief Human Resource Officer  
**Office:** .....

**(Official Seal)**

**Date** : .....  
**Place** : .....