

A Sublease Agreement is necessary when a party (the sublessor) leases a portion or all of an already rented or leased property to another party (the subtenant). Subletting is quite common. Often an unexpected change in circumstance comes up and the original tenant cannot get out of their existing lease or rental agreement so they decide to sublet the premises. It is important prior to entering into a sublease that the original lease agreement be carefully reviewed as landlord consent may be necessary.

If you are contemplating the use of a Sublease Agreement it is important to note that all the usual property laws apply. Some states consider oral rental agreements invalid so having a Sublease Agreement well documented in writing is essential for not only your protection, but that of your subtenant as well. If more than one subtenant signs the sublease, each subtenant can be held responsible for all requirements under the Sublease.

This Sublease Agreement will clearly document the terms of any sublease in writing. Some states require an inspection of the premises prior to the agreement being signed or moving in. A Premises Move-in/Move-out Inspection checklist is included as part of this sublease agreement.

**These important provisions are included in this Residential Sublease Agreement:**

- **Premises and Term of Sublease:** Location of premises and term of sublease;
- **Rent Payments:** The amount of rent, when it is due, and late payments;
- **Security Deposit:** Amount of security deposit and how it will returned;
- **Default:** What determines a default and any remedies;
- **Quiet Enjoyment:** The subtenant is entitled to quiet enjoyment the premises;
- **Binding Effect and Additional Provisions:** The conditions in the sublease will bind all parties to the sublease and any additional provisions can be added.

**Protect Your Rights and Your Property by using our professionally prepared up-to-date forms.**

**This lawyer prepared packet includes:**

1. Instructions and Checklist
2. General Information
3. Sublease Agreement for use in India

**Sublease Agreement**  
**(India)**

**This Packet Includes:**

1. Instructions and Checklist
2. General Information
3. Inspection Checklist
4. Sublease Agreement

## **Instructions and Checklist**

### **Sublease Agreement**

The Sublessor (i.e., the original tenant) must sign the Sublease.

The Subtenant (i.e., the new tenant) must sign the Sublease. If there is more than one adult Subtenant, each Subtenant should sign the Sublease.

Generally the Sublessor and the Subtenant(s) will each retain an original signed Sublease. Therefore, if there is one Sublessor and two Subtenants, three original Subleases must be executed (i.e., signed and dated).

The Sublessor should provide the Subtenant with a copy of the Master Lease Agreement.

The Sublessor and Subtenant(s) shall conduct an inspection of the premises to be rented, either before physical occupancy of the property by the Subtenant(s) or before the Sublease is signed by either party. Even if the law does not specifically require a joint inspection, it is nonetheless a good idea to conduct one for the protection of both parties.

Unless the Master Lease Agreement states otherwise, the Sublessor must obtain the consent of his landlord (i.e., the owner of the premises) in order to sign the Sublease Agreement. Check the Master Lease Agreement to determine whether it contains a provision waiving the need for a landlord's consent to a Sublease. If it does, you need not obtain such permission; if it does not, you must have the landlord sign and date the Sublease in the space provided.

These forms contain the basic terms and language that should be included in similar agreements.

Laws vary from time to time. These forms are not a substitute for legal advice. These forms should be considered only a starting point, and should not be used or signed before first consulting with a lawyer to ensure that they address your particular situation. A lawyer should be consulted before negotiating any document with another party.

## **General Information**

### **Sublease Agreement**

A sublease agreement is an agreement used by a residential tenant to re-rent all or part of his dwelling to another individual for all or part of his lease term. A tenant may choose to sublease his

space for any number of reasons, which may include an extended vacation, a work reassignment or a change in circumstance.

A sublease agreement is made between the original tenant (the "Sublessor") and the new tenant (the "Subtenant"). Depending on the original lease — that is, the lease signed between the original tenant and his landlord — a tenant may need the consent of his landlord to effect the sublease. You should review your original lease to determine whether you are required to obtain this consent from your landlord. If so, be sure to obtain this consent before proceeding in your execution of the sublease.

A Sublease Agreement should always be in writing and signed by the Sublessor, the Subtenant(s) and, if required, the Landlord.

The Sublessor and Subtenant should conduct an inspection of the premises to be rented either before physical occupancy of the property by the Subtenant or before the lease is signed by either party. A joint inspection form, in which Sublessor and Subtenant agree as to the presence and condition of items in the apartment and the apartment itself, is useful to document the inspection and can help avoid problems or misunderstandings at the end of the sublease term. A joint inspection can help the Sublessor justify any security deposit deductions, if warranted, or can demonstrate that certain property damage predated the Subtenant's occupancy.

If more than one Subtenant signs the sublease, each Subtenant may be held responsible for all of the obligations under the Sublease if the other Subtenants don't perform their obligations. In other words, a Subtenant may be held responsible for the entire rental amount if his co-subtenants do not pay their share.

**DISCLAIMER:**

The use of these materials is not a substitute for legal advice. Only a lawyer can provide legal advice. A lawyer should be consulted for all serious legal matters. No Lawyer-Client relationship is created by use of these materials.

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## SUBLEASE AGREEMENT

This Sublease Agreement ("Sublease") is entered by and between \_\_\_\_\_ ("Sublessor") and \_\_\_\_\_ ("Subtenant") on \_\_\_\_\_, 20\_\_\_\_ [Date]. Sublessor is the "Tenant" in a lease agreement dated \_\_\_\_\_, 20\_\_ between Tenant and \_\_\_\_\_ ("Landlord") for a term ending on \_\_\_\_\_ (the "Master Lease Agreement"). Sublessor and Subtenant may collectively be referred to as the "Parties." This Lease creates joint and several liability in the case of multiple Subtenants.

### W I T N E S S E T H:

That in consideration of the mutual agreements herein contained, Sublessor and Subtenant hereby agree and covenant to and with each other as follows:

#### **1. Premises; Term of Sublease; etc.**

**1.1 Leased Premises.** Sublessor subleases to Subtenant, and Subtenant rents from Sublessor, the premises located at: \_\_\_\_\_  
\_\_\_\_\_  
(the "Premises") [complete address of Premises] to Subtenant.

**1.2 Sublease Term.** This Sublease shall commence on \_\_\_\_\_ [start date] and, unless sooner terminated pursuant to law or pursuant to any of the terms hereof, shall expire on \_\_\_\_\_ [end date] (the "Sublease Term").

**1.3 Inspection of Premises.** Subtenant or Subtenant's agent has inspected the Premises, the fixtures, the grounds, building and improvements and acknowledges that the Premises are in good and acceptable condition and are habitable. If, in Subtenant's opinion, the condition of the Premises has changed at any time during the Sublease Term, Subtenant shall promptly provide reasonable notice to Sublessor/Landlord [circle one].

## 2. Rent Payments; Late Fees.

**2.1 Rent.** Subtenant shall pay to Landlord/Sublessor [circle one] during the Sublease Term as rent for the Premises the amount of Rs. \_\_\_\_\_ ("Rent") each month in advance on the first day of each month. If the Sublease Term does not start on the first day of the month or end on the last day of a month, the Rent for the relevant month will be prorated accordingly.

**2.2 Manner of Payment.** The Rent, and all other sums payable by Subtenant to Sublessor/Landlord [circle one] under this Sublease, shall be payable in lawful money of India and shall be paid to Sublessor/Landlord [circle one] and Subtenant's/Landlord's address [circle one], at \_\_\_\_\_ [address for rent payment], or at any other address designated by Subtenant/Landlord [circle one]

**2.3 Late Fees.** If any amounts due under this Sublease are more than \_\_\_\_\_ days late, Subtenant agrees to pay a late fee of Rs. \_\_\_\_\_.

**2.4 Insufficient Funds.** Subtenant agrees to pay the charge of Rs. \_\_\_\_\_ for each cheque provided by Subtenant under this Sublease that is returned for lack of sufficient funds.

## 3. Security Deposit.

**3.1 Security Deposit.** On execution of this Sublease, Subtenant shall deposit with Sublessor, in trust, a security deposit of Rs. \_\_\_\_\_ (the "Deposit"), as security for the performance of Subtenant's obligations under this Sublease. Sublessor may (but shall have no obligation to) use the Deposit or any part thereof to cure any breach or default of Subtenant under this Sublease, or to compensate Sublessor for any damage as it incurs as a result of Subtenant's failure to perform any of Subtenant's obligations hereunder. Sublessor is not limited to the Deposit to recoup damage costs, and Subtenant remains liable for any balance. Subtenant shall not apply or deduct any portion of the Deposit from any month's rent, including the last month of the rental term. Subtenant shall not use or apply the Deposit in lieu of payment of Rent. If Subtenant breaches any terms or conditions of this Sublease, Subtenant shall forfeit the Deposit, as permitted by law.

**3.2 Return of Deposit.** In the event that Subtenant shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Sublease, the Deposit shall be returned to Subtenant after the date fixed as the end of the Sublease and after delivery of entire possession of the Premises to Sublessor.

#### **4. Default.**

**4.1 Event of Default.** If Subtenant defaults in fulfilling any of the covenants of this Sublease, Subtenant shall be in default of this Sublease. Then, in any one or more of such events, subject to any statute, ordinance or law to the contrary, and upon Sublessor serving a written seven (7) days notice upon Subtenant specifying the nature of said default and upon the expiration of said seven (7) days if Subtenant does not cure a default of which he has been notified, or if the default cannot be completely cured or remedied in seven days, Sublessor may at Sublessor's option: (i) cure such default and add the cost of such cure to Subtenant's financial obligations under this Sublease; or (ii) declare Subtenant in default and terminate the Sublease.

**4.2 Physical Remedies.** If the notice provided for in Section 4.1 has been given, and the term shall expire as noted, or if Subtenant shall make default in the payment of Rent, then Sublessor may without notice, as permitted by law, re-enter the Premises either by force or otherwise, dispossess Subtenant by summary proceedings or otherwise, and retake possession of the Premises. Subtenant hereby waives the service of notice of intention to re-enter or institute legal proceedings to that end.

**4.3 Financial Remedies.** In the event of any default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (i) the Rent shall become due thereupon and be paid up to the time of such re-entry, dispossession or expiration, together with such expenses Sublessor may incur for legal expenses, lawyers' fees, brokerage, and/or putting the Premises in good order; (ii) Sublessor may re-sublet the Premises or any part or parts thereof; and/or (iii) Subtenant shall also pay Sublessor liquidated damages for his failure to observe and perform the covenants in this Sublease. Sublessor may, at his sole option, hold Subtenant liable for any difference between the Rent payable under this Sublease during the balance of the Sublease Term, and any rent paid by a successive Subtenant if the Premises are re-let. In the event that after default by Tenant Sublessor is unable to re-sublet the Premises during any remaining term of this Sublease, Sublessor may at his option hold Subtenant liable for the balance of the unpaid Rent under the Sublease for the remainder of the Lease Term.

#### **5. Quiet Enjoyment.**

**5.1 Quiet Enjoyment.** Sublessor covenants and agrees with Subtenant that upon Subtenant paying Rent, and observing and performing all of the terms, covenants and conditions on Subtenant's part to be observed and performed under this Sublease, Subtenant may peaceably and quietly enjoy the Premises, subject nonetheless to the terms and conditions of this Sublease.

## **6. The Premises: Possession; Treatment; etc.**

**6.1 Possession and Surrender.** Subtenant shall be entitled to possession of the Premises on the first day of the Sublease Term, and Subtenant shall not be obliged to accept possession of the Premises prior to the first day of the Sublease Term. At the expiration of the Sublease, Subtenant shall peaceably surrender the Premises to Sublessor or Sublessor's agent in good condition, as it was at the commencement of the Sublease, subject to ordinary wear and tear.

## **7. No Other Representations, Construction; Governing Law; Consents.**

**7.1 Obligations Under Master Lease.** Subtenant acknowledges the receipt of a copy of the Master Lease, a copy of which is attached to this Sublease as Exhibit A. Subtenant agrees that all of the terms and conditions of the Master Lease are hereby incorporated into this Sublease, and that Subtenant will comply with the terms therein, and will avoid actions or inactions that would constitute a breach or default of Sublessor's obligations in the Master Lease.

**7.2 Construction and Severability.** If any of the provisions of this Sublease, or the application thereof to any person or circumstances, shall, to any extent, be held invalid or unenforceable for any reason, the remainder of this Sublease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of this lease shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Sublease is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

**7.3 Governing Law.** This Sublease shall be governed by and construed in accordance with the laws of India.

## **8. Parties Bound.**

**8.1 Binding Effect.** The covenants and conditions contained in the Sublease shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the Parties.

**9. Miscellaneous.**

**9.1 No Waiver.** The failure of either party to insist in any instance upon the strict keeping, observance or performance of any provision of this Sublease or to exercise any election in this Sublease shall not be construed as a waiver or relinquishment for the future of such provision, but the same shall continue and remain in full force and effect. No waiver or modification by either party of any provision of this Sublease shall be deemed to have been made unless expressed in writing and signed by the party to be charged. The receipt and retention by Sublessor or Landlord of Rent with knowledge of the breach of any provision of this Sublease shall not be deemed a waiver of such breach.

**9.2 Notice.** Any notice required or otherwise given pursuant to this Sublease shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, if to Subtenant, at the Premises and if to Sublessor, at the address for payment of Rent. Either party may change such addresses from time to time by providing notice as set forth above.

**9.3 Legal Fees.** In the event of any legal action by the parties arising out of this Lease, the losing party shall pay the prevailing party's reasonable lawyers fees and costs in addition, to all other awarded relief.

**ADDITIONAL PROVISIONS.** [Specify "none" if there are no additional provisions]

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IN WITNESS WHEREOF, the parties have caused this Sublease to be executed the day and year first above written.

**SUBLESSOR:**

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[Name]

**SUBTENANT:**

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[Name]

**SUBTENANT:**

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[Name]

**LANDLORD'S CONSENT**

If Landlord's consent is not required check here [].

The undersigned, Landlord in the Master Lease, hereby consents to the foregoing Sublease Agreement.

**LANDLORD:**

\_\_\_\_\_

\_\_\_\_\_

[Name]

**Date:** \_\_\_\_\_

**EXHIBIT A**

[Attach copy of Master Lease]

**PREMISES INSPECTION**

## MOVE-IN / MOVE-OUT

The Premises should be inspected immediately before the Sublease is signed or the premises are occupied

Address of Premises:
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Move In date	Move out date
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Inspected by (for Sublessor)	Inspected by (for Subtenant)
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	<b>MOVE-IN</b>	Comments		<b>MOVE-OUT</b>	Comments
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	OK	NO		OK	NO	
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Bedroom 1	?	?		?	?	
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Bedroom 2	?	?		?	?	
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Bedroom 3	?	?		?	?	
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Bathrooms	?	?	_____	?	?	_____
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Entry Area	?	?	_____	?	?	_____
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Living Areas	?	?	_____	?	?	_____
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Balcony	?	?	_____	?	?	_____
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Carpeting	?	?	_____	?	?	_____
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Ceilings	?	?	_____	?	?	_____
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Closets	?	?	_____	?	?	_____
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Dishwasher	?	?	_____	?	?	_____
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Disposal	?	?	_____	?	?	_____
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Drapes / Blinds	?	?	_____	?	?	_____
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Doors	?	?	_____	?	?	_____
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Fireplace	?	?	_____	?	?	_____
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Lights	?	?	_____	?	?	_____
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Locks	?	?	_____	?	?	_____
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Patio	?	?	_____	?	?	_____
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Refrigerator	?	?	_____	?	?	_____
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Screens	?	?	_____	?	?	_____
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Storage	?	?	_____	?	?	_____
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Stove	?	?	_____	?	?	_____
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Walls	?	?	_____	?	?	_____
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Windows	?	?	_____	?	?	_____
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Window coverings	?	?	_____	?	?	_____
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Yard	?	?	_____	?	?	_____
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_____	?	?	_____	?	?	_____
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_____	?	?	_____	?	?	_____
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_____	?	?	_____	?	?	_____
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NOTES: \_\_\_\_\_

\_\_\_\_\_

Sublessor and Subtenant have inspected the Premises on \_\_\_\_\_ (Date). The move-in conditions are those noted on this inspection as shown above. The parties further agree that a copy of this Joint Inspection was provided to Subtenant.

**Subtenant:**

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**Acknowledged by Sublessor:**

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