

# RENT AGREEMENT

I.T Rental • Hardware Solutions



MANIEXPORTS





Customer



Customer

### **RENT AGREEMENT**

**THIS AGREEMENT** made and executed on ..... at Delhi

#### **Between**

Mani Exports, having its registered office at B-116, Ground Floor, Phase-1, Ashok Vihar, New Delhi-110052. (hereinafter referred to as "**Mani Exports**" which term shall unless it is repugnant to the context or meaning there of shall mean and include its successors, transferees and permitted assigns");

#### **AND**

..... **through its authorizing signatory / representative** having its Office at .....

..... (Hereinafter referred as "customer") which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and permitted assigns.

Whereas Mani Exports is in business of renting the computer, LCD, and other electronic equipments etc.

And Whereas customer approached and expressed his need and requested to take following equipment on rent. Equipments are supplied to customer as per schedule -1 (hereinafter referred as equipment).

Whereas the Mani Exports has accepted the request of the customer subject to supply of the list of documents as attached herewith.

**NOW THIS AGREEMENT WITNESSETH and it is hereby mutually agreed between the parties hereto as follows:**

## **1. TERM**

- (a) Agreement between parties shall be for a period of 1(one) year. Term of agreement may be further extended by mutual agreement of the parties.
- (b) The period of this agreement shall commence from the date of Delivery of the Equipments. Delivery shall be made within three days of the signing this agreement.
- (c) That lock-in period for agreement shall be for 6 months from the date of signing this agreement, in event customer terminate the present contract on or before 6 months of execution of this agreement, the customer shall be liable to pay rent for 6 months and other charge as applicable as per agreement and schedule to the agreement
- (d) If equipment cannot be returned in rentable condition because of damage or theft and / or any other reason by the customer, the customer shall be liable to pay the cost of equipment as specified in schedule to this agreement.

## **2. PAYMENT**

The Customer shall pay the rental charge as well as other related charges as defined in schedule of this Agreement.

- (a) The first payment shall be made before the delivery of equipments and Subsequent payments shall be made upon receipt of invoice from Mani Exports.
- (b) The customer shall issue post dated cheque for the period of six months at time Delivery of the equipments i.e. Lock in period towards the legally enforceable liability.
- (c) The Credit for early return shall not be given unless otherwise agreed by Mani Exports.
- (d) An interest at the rate of 1.5% per month shall be charged if the invoice is not paid within 7 days of invoicing.
- (e) The payments shall be made in favor of "Mani Exports " through cheque and / or demand draft only.
- (f) All the applicable taxes / charges including the VAT, Service tax, Surcharge and / or any other indirect taxes shall be borne by the customer in addition to the consideration as mention in the schedule.
- (g) In event of dishonor of any cheque issued by the customer, the customer shall be liable for sum of Rs.1500 per dishonor of the cheque to the Mani Exports.

### **3. SECURITY**

- a) The customer shall pay a cheque of Rs. .... as interest free security deposit at time of execution of agreement.
- b) The security deposit shall be returned to customer after the expiry of the present agreement and / or at time of termination if the agreement and after deducting charges / dues / damages (if any).

### **4. CUSTODY**

- (a) That equipments shall remain the property of Mani Exports and the Customer shall not sell, exchange, damage, pledge or part the possession with the equipment.
- (b) That Customer shall not get the equipment service or repair nor deface or remove any identification from the equipments by his own sources and the same shall be considered as tempering and customer shall be liable for the cost of equipments to be paid to Mani Exports.
- (c) That Customer shall give notice to Mani Exports immediately of any loss or damage to the equipments.
- (d) That Customer shall be responsible for the safe custody of the equipments and accessories and shall be liable for any loss, theft or damage to the equipment howsoever it has been caused.
- (e) That Mani Exports shall recover the amount of repair, replace, damage or loss, in addition to loss of rental revenue from the customer.
- (f) Any operation issues / problem shall be immediately informed to the Mani Exports by the customer and customer shall save the complaint number for the reference.

### **5. DELIVERY & RETURN OF EQUIPMENT**

The Delivery and return of the equipments shall be at the cost and liability of the Customer, However the cost shall not include the cartage / transportation cost. Mani Exports shall have right to repossess the equipments at the Customers expense.

### **6. WARRANT**

That Mani Exports warrants that the equipment functions in accordance with the manufacturers specifications. Mani Exports is not responsible or liable for the failure of the equipment to perform the task for which it was rented by the Customer. Mani Exports shall, at its own expense, repair or replace faulty equipment at the earliest possible time. Work carried out for causes other than hardware failure will be charged to the customer.

### **7. ASSIGNMENT**

That the rights arising out of the present agreement shall not be assigned by the customer to any other party.

## **8. REPOSSESSION**

That Mani Exports shall be entitled to enter the Customer's premises and repossess the equipment by giving 24 hour notice to customer, if following defaults have been committed by the customer:

- (a) That if the equipments have been damaged or is in danger of being damaged.
- (b) That if Customer has breached the terms of the Agreement.
- (c) That if Customer has committed an act of insolvency or bankruptcy.
- (d) That if rental or related charges owing on the equipment are overdue.

## **9. TERMINATION**

Both the parties shall have right to terminate (subject to locking period) the present agreement by giving 30 day advance notice.

That Mani Exports shall have right to terminate the agreement by giving 24 hours advance notice if following defaults have been committed by the customer:

- (a) That if Customer has breached the any term of the Agreement.
- (b) That if rental or related charges owing on the equipments are overdue and not paid as per payment schedule.

## **10. RIGHT OF INSPECTION**

The Customer shall allow authorized representative of Mani Exports to inspect the equipment on the customer's premises at any time as required by Mani Exports.

## **11. LIABILITY**

- (a) Mani Exports shall not be liable for any consequential loss or losses due to any failure of the equipment or in the event of any breach of the Agreement by Mani Exports.
- (b) The Customer shall fully indemnify Mani Exports for all or any losses if incur in respect of claims made against Mani Exports, arising out of matters relating to the use of the equipment by the Customer or any other person during the term of the Agreement.

## **12. A INTELLECTUAL PROPERTY**

All rights pertaining to intellectual property including, but not restricted to, copyrights, patents and trademarks are expressly reserved with Mani Exports. Customers shall not themselves, nor shall they authorize any person to violate / breach the intellectual property rights of Mani Exports. Any copies or articles made in breach / violation of these rights shall be destroyed / restored as case may be, at the customer's expenses.

## **B. DATA SECURITY**

Mani Exports will, whenever possible, protect the customer's data security and right to confidentiality by scanning for viruses and reformatting hard disks before they are rented. The customer agrees not to hold Mani Exports responsible for any Data loss or losses arising from omission / commission of this service.

## **C. OPERATING SYSTEM AND SOFTWARE**

No operating system and software of whatsoever in nature shall be provided by the Mani Exports along with equipments. Customer shall be under it's sole liability for use of any software of whatsoever in nature. Customer warrants and undertakes to bear all liability arising out use of softwares and same shall not create any charge of whatsoever in nature against the equipments.

## **13. INDEPENDENT PARTIES**

This Agreement is on principal-to-principal basis wherein the Parties have come together to fulfill a business objective. This agreement shall not construe partnership between the parties.

## **14. FORCE MAJEURE**

Neither Party shall be liable to the other Party for non-performance or delay in performance of any of its obligations under this Agreement due to causes reasonably beyond its control including but not limiting to labour disputes, civil commotion, war, postal strike, casualty, acts of god, embargoes, lock-outs, earthquakes, floods, riots, any Governmental Regulation, Enactments, change in law / legal framework or otherwise. Upon the occurrence of such force majeure condition/s the defaulting Party will be excused from performance for the period of delay not exceeding 15(fifteen) days. Thereafter, the other Party shall have a right to terminate this Agreement forthwith.

## **15. NOTICE**

Any notice under this agreement shall be in English, in writing and shall be deemed to be given upon receipt to the other party at the address stated in these presents or such address as may be intimated in writing after the execution of these presents.

## **16. ARBITRATION**

Any claim, controversy or dispute arising out of or in connection with this Agreement, not settled by mutual agreement of the Parties involved, within 30 days, after a Party is provided written notice for settlement thereof, shall be referred to a sole arbitrator as appointed by the Mani Exports. The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The venue of the Arbitration shall be New Delhi Only. The Arbitration proceedings shall be conducted in English.

**17. JURISDICTION**

Without prejudice to the above, it is agreed between the Parties that the courts of New Delhi alone shall have jurisdiction to try and entertain any and all suits, or proceedings in respect of disputes relating to or otherwise arising out of this Agreement and any of the schedules forming its parts.

**IN WITNESS WHERE OF THE PARTIES TO THIS AGREEMENT HAVE SET THEIR HAND AND SEAL IN THIS AGREEMENT ON....., 201 FIRST ABOVE WRITTEN.**

**FOR**

(Mani Exports)

**Proprietor**

**FOR  
Customer**

**FOR  
Customer**

Signature

Signature

**1. Witness**

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

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

\_\_\_\_\_

Contact No: \_\_\_\_\_

Signature: \_\_\_\_\_

**2. Witness**

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

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

\_\_\_\_\_

Contact No: \_\_\_\_\_

Signature: \_\_\_\_\_



## No Objection Certificate - Landlord

I Mr./Mrs. \_\_\_\_\_, the owner of \_\_\_\_\_.  
Do hereby declare that I have no objection for that Mr./Mrs. \_\_\_\_\_,  
Director/Proprietor of " \_\_\_\_\_ " is taking  
computer equipment on hire from Mani Exports New Delhi and is placing these units  
of desktops in my premises situated at \_\_\_\_\_.

As per the rent agreement between Mr./Mrs. \_\_\_\_\_, Director/  
Proprietor of " \_\_\_\_\_ " and Proprietor of  
"Mani Exports" New Delhi, I would have no objection if these desktops are removed from  
my site (as mentioned above) in any unfortunate case of non payment of rent due on  
these units of computer equipment.

I Mr./Mrs. \_\_\_\_\_ have no right to retain the equipment supplied  
by Mani Exports to Mr./Mrs \_\_\_\_\_ in case of any rental dues against  
the above mentioned premises.

**Owner**

**Signature**

**Contact No:** \_\_\_\_\_

Schedule-1

<b>EQUIPMENT</b>	<b>PROCESSOR</b>	<b>RAM</b>	<b>HARDDISK</b>	<b>LCD</b>	<b>TOTAL UNITS</b>

UNIT PER VALUE	TOTAL UNITS VALUE	PER UNIT RENT	NET RENT	VAT	GROSS RENT
<b>TOTAL</b>					
<b>+ VAT</b>					
<b>GRAND TOTAL</b>					
<b>IN WORDS:</b>					

The Customer shall acknowledge that delivery of all above equipments are working as per specified condition and pay us a security cheque of the total value of equipments as mentioned above.

Signature

(Customer)

## Check List of Documents

- 1. Bank statement for past six months (Attested by the bank).
- 2. Self attested Address proof and Identity Proof.
- 3. Self attested Rent agreement between customer and landlord Or the ownership documents (of premises ) of the Customer.
- 4. Self attested photograph of customer.
- 5. Security cheque (Cheque No. ...., Bank ....., Branch.....).
- 6. Advance rental cheque's (6 cheques).
- 7. Company's Pan Card ( Optional ).
- 8. Company's MOA ( Optional ).
- 9. Partnership deed ( Optional ).

**Signature**

**(Customer)**

### Customer's Details:

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

Contact No: \_\_\_\_\_

Email ID: \_\_\_\_\_





MANIEXPORTS

**Add:** B-116, Ground Floor, Phase-1, Ashok Vihar, New Delhi - 110052  
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