

RENT AGREEMENT FORMAT FOR RESIDENTIAL PROPERTY

This Rent Agreement is made and executed at [City/Town Name] on this [Day] day of [Month], 202[Year]

BETWEEN

1. THE OWNER (FIRST PARTY):

Mr./Ms./Mrs. [Full Name of the Owner], Son/Daughter/Wife of [Father's/Husband's Name], residing at [Permanent Residential Address of Owner].

(Hereinafter referred to as the "OWNER," which expression shall mean and include his/her heirs, successors, legal representatives, and assigns) of the FIRST PART.

AND

2. THE TENANT (SECOND PARTY):

Mr./Ms./Mrs. [Full Name of the Tenant], Son/Daughter/Wife of [Father's/Husband's Name], residing at [Current/Permanent Address of Tenant].

(Hereinafter referred to as the "TENANT," which expression shall mean and include his/her heirs, successors, legal representatives, and assigns) of the SECOND PART.

WHEREAS:

The Owner is the absolute owner and in possession of the residential property situated at [Full Address of the Rented Property, including City, State, and Pin Code] (hereinafter referred to as the "Said Premises").

The Tenant has approached the Owner and requested to take the Said Premises on rent for residential purposes. The Owner has agreed to let out the Said Premises to the Tenant on the following terms and conditions.

NOW, THIS RENT AGREEMENT WITNESSES AS UNDER:

1. TERM OF TENANCY

The tenancy is granted for a fixed period of ELEVEN (11) MONTHS, commencing from [Start Date] and ending on [End Date] . Upon expiry, the tenancy may be renewed by mutual consent of both parties on fresh terms and conditions .

2. RENT

The Tenant agrees to pay a monthly rent of Rs. [Amount in Numbers] (Rupees [Amount in Words] only) .

The rent shall be paid in advance on or before the [Day, e.g., 7th] day of every English calendar month.

The mode of payment shall be [e.g., Bank Transfer / Cheque / Cash] . If by bank transfer, it shall be to the Owner's account: [Account Name, Bank Name, Account Number, IFSC Code] .

A receipt or acknowledgment for the rent paid shall be provided by the Owner to the Tenant.

3. SECURITY DEPOSIT

The Tenant has paid to the Owner an interest-free refundable security deposit of Rs. [Amount in Numbers] (Rupees [Amount in Words] only) .

This deposit will be refunded to the Tenant at the time of handing over the vacant possession of the Said Premises, after deducting:

- Any outstanding rent or utility bills payable by the Tenant.
- The cost of repairing any damage to the property or its fittings caused by the Tenant beyond normal wear and tear .

The refund shall be made within [Number, e.g., 15 or 30] days of the Tenant vacating the premises .

The refund and handing over of vacant possession shall occur simultaneously .

4. UTILITY CHARGES & MAINTENANCE

- **Electricity & Water Charges:** The Tenant shall pay all electricity and water consumption charges as per the bills received from the respective authorities or directly to the Owner if sub-metered .
- **Maintenance Charges:** The Tenant shall be responsible for paying any monthly maintenance or society charges applicable to the Said Premises .
- **Repairs:**
 - The Owner shall be responsible for all major structural repairs and replacement of major plumbing, electrical, and sanitary fittings .
 - The Tenant shall be responsible for all minor day-to-day

repairs, including replacement of fuses, bulbs, tube lights, and faucet washers, at their own cost .

5. USE OF PROPERTY

- The Tenant shall use the Said Premises solely for residential purposes and shall not use it for any commercial, industrial, or illegal activity .
- The Tenant shall not cause or permit any nuisance or disturbance to the neighbors or other residents of the building/society.
- The Tenant shall not store any flammable, explosive, or hazardous materials in the Said Premises .

6. ALTERATIONS & ADDITIONS

The Tenant shall not make any structural changes, additions, or alterations to the Said Premises without the prior written consent of the Owner. The Tenant shall not carry out any construction or remodeling work .

7. SUBLETTING

The Tenant shall not sublet, assign, or part with the possession of the Said Premises or any part thereof to any third party under any circumstances without the prior written consent of the Owner .

8. RIGHT OF INSPECTION

The Owner or the Owner's authorized representative shall have the right to enter the Said Premises at a reasonable time for inspection, general checking, or to carry out necessary repairs, provided prior notice of at least [e.g., 24 hours] is given to the Tenant, except in cases of emergency .

9. TERMINATION & NOTICE PERIOD

This agreement can be terminated before the expiry of the 11-month period by either party giving a written notice of [e.g., 30 days or 1 month] in advance to the other party .

Upon termination, the Tenant shall vacate the Said Premises and hand over peaceful vacant possession to the Owner.

10. LOCK-IN PERIOD (Optional but common)

Both parties agree to a lock-in period of [e.g., 6 or 11] months from the start of the tenancy. If the Tenant vacates the premises before the end of the lock-in period, the Tenant shall be liable to pay the Owner a penalty equivalent to [Number] months' rent and/or forfeit the security deposit as agreed . This clause protects the Owner from early vacancy.

11. OVERSTAYING

If the Tenant continues to occupy the Said Premises after the expiry of this agreement or after the termination of the tenancy without the Owner's consent, the Tenant shall be liable to pay an overstay charge of double the monthly rent, calculated on a per-day basis for the entire overstay period .

12. RENEWAL

Upon expiry of this Agreement, if both parties mutually agree to renew the tenancy, the rent may be revised by a percentage mutually agreed upon (typically [e.g., 5 to 10%]) or as per the prevailing market rate .

13. COMPLIANCE WITH LAWS

The Tenant shall abide by all the rules, regulations, and bye-laws of the local municipal authority, the Resident Welfare Association (RWA), and any other applicable laws .

14. JURISDICTION

In the event of any dispute arising out of or in connection with this Agreement, the courts at [City Name] shall have exclusive jurisdiction .

IN WITNESS WHEREOF, the parties hereto have signed this Rent Agreement on the day, month, and year first above written.

SIGNATURES

**OWNER (FIRST
PARTY)**

**TENANT (SECOND
PARTY)**

Signature:

Signature:

Name:

Name:

Date:

Date:

WITNESSES

Name:

Name:

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Address:

Signature:

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Address:

Signature:
