

RESIDENTIAL RENT AGREEMENT

Format for an 11-month tenancy - fill in the blanks, then stamp and sign.

This Rent Agreement is made at _____ on this ____ day of _____, 20____, between:

THE LANDLORD:

Mr./Ms. _____, son/daughter/wife of _____, aged ____ years, residing at _____.
(hereinafter referred to as the "Landlord", which expression shall include their heirs, executors, administrators, legal representatives and permitted assigns)

AND

THE TENANT:

Mr./Ms. _____, son/daughter/wife of _____, aged ____ years, permanently residing at _____.
(hereinafter referred to as the "Tenant", which expression shall include their heirs, executors, administrators, legal representatives and permitted assigns)

WHEREAS the Landlord is the lawful owner of the premises described below and has agreed to let the same to the Tenant, and the Tenant has agreed to take the said premises on rent, on the following terms and conditions:

1. PREMISES

The Landlord lets to the Tenant the premises situated at _____ (the "Premises"), together with the fittings and fixtures listed in the Schedule below.

2. TERM

This Agreement shall be for a period of 11 (eleven) months commencing from ____/____/20____ and ending on ____/____/20____. It may be renewed thereafter by mutual written consent of both parties, and on renewal the monthly rent shall be increased by ____%.

3. RENT

The Tenant shall pay to the Landlord a monthly rent of Rs. _____ (Rupees _____ only), payable in advance on or before the ____ day of each calendar month, by bank transfer / UPI / cheque. The rent is exclusive of electricity, water and other utility charges, which shall be borne by the Tenant as per actual consumption.

4. SECURITY DEPOSIT

The Tenant has paid to the Landlord an interest-free refundable security deposit of Rs. _____ (Rupees _____ only), the receipt of which the Landlord acknowledges. The deposit shall be refunded to the Tenant at the time of vacating the Premises and handing over peaceful possession, after deducting any unpaid rent, unpaid utility bills, and the cost of making good any damage caused by the Tenant beyond normal wear and tear. The Landlord shall provide the Tenant with an itemised statement of any such deductions.

5. MAINTENANCE AND UTILITIES

Society or building maintenance charges shall be borne by the Tenant / Landlord. Electricity, water, gas and internet charges shall be paid by the Tenant directly to the concerned authorities, and the Tenant shall produce receipts on request. Municipal property tax shall be borne by the Landlord.
(Strike out Tenant or Landlord, whichever does not apply.)

6. USE OF PREMISES

The Premises shall be used by the Tenant solely for residential purposes and shall not be used for any commercial, industrial, unlawful or immoral purpose, nor for storing any hazardous or inflammable material.

7. SUBLETTING

The Tenant shall not sublet, assign, transfer or part with possession of the Premises or any part of it to any other person without the prior written consent of the Landlord.

8. REPAIRS AND ALTERATIONS

The Landlord shall be responsible for major and structural repairs to the Premises. The Tenant shall be responsible for day-to-day minor repairs and shall keep the Premises in good and tenantable condition. The Tenant shall not make any structural alteration or permanent addition to the Premises without the prior written consent of the Landlord.

9. INSPECTION

The Landlord or their authorised representative may enter and inspect the Premises at reasonable hours, after giving the Tenant at least 24 hours' prior notice, except in the case of an emergency.

10. LOCK-IN PERIOD

Neither party shall terminate this Agreement during the first ____ months from the commencement date (the "Lock-in Period"). Should the Tenant vacate during the Lock-in Period, the Tenant shall remain liable for the rent for the unexpired portion of that period.

(Optional. Strike out this clause if no lock-in has been agreed.)

11. NOTICE AND TERMINATION

Either party may terminate this Agreement by giving the other party ____ month(s)' prior written notice. Should the Tenant vacate without serving the full notice period, the Landlord may deduct rent in lieu of the shortfall from the security deposit. The Landlord may terminate this Agreement without notice if the rent remains unpaid for two consecutive months, or if the Tenant breaches any material term of this Agreement.

12. HANDOVER

On expiry or earlier termination of this Agreement, the Tenant shall hand over vacant and peaceful possession of the Premises to the Landlord in the same condition in which it was received, normal wear and tear excepted, together with all fittings, fixtures and keys.

13. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of India, and the courts at _____ shall have exclusive jurisdiction over any dispute arising out of or in connection with it.

SCHEDULE OF FITTINGS AND FIXTURES

Ceiling fans: ____

Lights: ____

Geysers: ____

Air conditioners: ____

Wardrobes: ____

Kitchen fittings: ____

Keys handed over: ____

Other: _____

IN WITNESS WHEREOF the parties have set their hands to this Agreement on the day, month and year first above written.

LANDLORD (name and signature)

TENANT (name and signature)

WITNESSES

1. Name, address and signature

2. Name, address and signature

Before this agreement is valid

This is a format, not legal advice. It is not a stamped, executed or registered agreement.

1. Stamp it

Stamp duty on a rent agreement is set by each state and is payable whether or not the agreement is registered. The amount depends on the rent, the deposit and the term, so get the figure for your state from the official portal rather than a rule of thumb. In states on the e-stamping network you can buy an e-stamp certificate online at www.shcilestamp.com; elsewhere, buy physical non-judicial stamp paper of the correct value from a licensed vendor. If you print onto physical stamp paper, leave the pre-printed top third of the first sheet blank. An under-stamped agreement is very weak evidence in a dispute.

2. Sign it, with two witnesses

Both parties sign each page, with two witnesses signing at the end. Attach a copy of each party's photo ID.

3. Decide on registration

This format runs for 11 months. Under the Registration Act 1908, a lease exceeding 12 months must be compulsorily registered, which is exactly why 11-month agreements are the norm in India. Notarisation is optional for a shorter term but is commonly done.

4. Have it reviewed if anything is unusual

This format covers a standard residential tenancy. A company lease, a shared or PG arrangement, a commercial premises or anything non-standard is worth a lawyer's eye before signing.

Free rent agreement format from nestwise.online. To fill it in automatically, use the free rent agreement generator at nestwise.online/tools/rent-agreement-generator.