

## **RENT AGREEMENT**

This Rent Agreement is executed at Ranchi on 01.06.2025

### **BETWEEN**

Sh. Dinesh Agarwal

R/o 5, Circular Road, Ranchi - 834001

PAN: ABCDA1234Z

(Hereinafter referred to as the "LANDLORD" which expression shall include his/her heirs, executors, administrators, and assigns)

### **AND**

Sh. Ankit Verma

R/o 22, Ashok Nagar, Ranchi - 834002

PAN: XYZBA9876Y

(Hereinafter referred to as the "TENANT" which expression shall include his/her heirs, executors, administrators, and assigns)

WHEREAS the Landlord is the absolute owner of the property described herein and is desirous of letting out the same to the Tenant, and the Tenant has agreed to take the said property on rent on the terms and conditions set forth herein.

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

#### **# RESIDENTIAL RENT AGREEMENT**

**THIS AGREEMENT OF TENANCY** is executed at Ranchi on this **01st day of June, 2025**, by and between:

**Sh. Ankit Verma** (hereinafter referred to as the "**Landlord**", which expression shall, unless repugnant to the context or meaning thereof, include his heirs, legal representatives, executors, administrators, and assigns) of the **FIRST PART**;

**AND**

**Sh. Dinesh Agarwal** (hereinafter referred to as the "**Tenant**", which expression shall, unless repugnant to the context or meaning thereof, include his heirs, legal representatives, executors, administrators, and assigns) of the **SECOND PART**.

The Landlord and the Tenant are hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS** the Landlord is the lawful owner of the residential premises described herein and has agreed to let out the same to the Tenant, and the Tenant has agreed to take the said premises on tenancy, on the terms and conditions set forth hereunder.

**NOW, THEREFORE, in consideration of the mutual covenants, representations, and agreements contained herein, the Parties agree as follows:**

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### **1. GRANT OF TENANCY AND TENURE**

The Landlord hereby grants and the Tenant hereby accepts tenancy of the residential premises being **Flat No. 301, Block C, Green Valley Apartments, Kanke Road, Ranchi - 834006**, admeasuring approximately **950 (Nine Hundred and Fifty) square feet** (hereinafter referred to as the "**Demised Premises**"), for a fixed tenure of **Eleven (11) months**, commencing on **01.06.2025** and expiring on **30.04.2026** (hereinafter referred to as the "**Tenancy Period**"), unless sooner determined in accordance with the terms hereof. This Agreement is executed in accordance with the provisions of **Section 107 of the Transfer of Property Act, 1882**. Upon expiry of the Tenancy Period, the Tenant shall not

be entitled to claim any right of tenancy, continuation, or statutory protection unless a fresh agreement is executed in writing and duly signed by both Parties.

## **2. RENT AND DUE DATE**

The Tenant shall pay to the Landlord a monthly rent of **Rs. 12,000/- (Rupees Twelve Thousand Only)** for the Demised Premises. The monthly rent shall be due and payable on or before the **5th day of each calendar month** during the Tenancy Period. The rent shall be paid by the Tenant to the Landlord by way of **Bank Transfer or Unified Payments Interface (UPI)**, and the Tenant shall retain proof of each such payment, including transaction reference numbers or bank receipts, as documentary evidence. Any failure to pay rent by the stipulated due date shall constitute a breach of this Agreement and render the Tenant liable to consequences as set forth herein.

## **3. SECURITY DEPOSIT**

The Tenant has, on or before the execution of this Agreement, paid to the Landlord a refundable interest-free security deposit of **Rs. 24,000/- (Rupees Twenty-Four Thousand Only)** (hereinafter referred to as the "**Security Deposit**"). The Security Deposit shall be held by the Landlord as security for the faithful performance by the Tenant of all the terms and conditions of this Agreement. The Landlord shall refund the Security Deposit to the Tenant upon vacation of the Demised Premises at the expiry or earlier determination of the tenancy, after deducting therefrom any amounts lawfully due, including but not limited to: (a) arrears of rent, if any; (b) cost of repair of damages caused to the Demised Premises or fixtures and fittings therein beyond fair wear and tear;

(c) any outstanding electricity, water, or utility charges payable by the Tenant. The Security Deposit shall not, under any circumstances, be adjusted or appropriated by the Tenant against the rent payable for any month during the Tenancy Period.

#### **4. ANNUAL ESCALATION OF RENT**

In the event the Parties mutually agree to renew or extend this Agreement beyond the initial Tenancy Period, the monthly rent shall be subject to an annual escalation of **5% (Five Percent)** over the rent applicable during the immediately preceding tenancy period. Such escalation shall apply upon each annual renewal and shall be calculated on the rent prevailing at the time of renewal. Nothing in this clause shall be construed as conferring upon the Tenant any automatic right of renewal upon the expiry of the Tenancy Period.

#### **5. PERMITTED USE OF DEMISED PREMISES**

The Tenant shall use and occupy the Demised Premises solely and exclusively for **residential purposes** for himself and his immediate family members. The Tenant shall not use the Demised Premises, or any part thereof, for any commercial, industrial, professional, or any other purpose whatsoever. The Tenant shall not carry on or permit to be carried on within the Demised Premises any activity that is illegal, immoral, hazardous, or contrary to public policy, or any activity that may cause nuisance, annoyance, or disturbance to the neighbouring occupants or the Landlord. Any violation of this clause shall entitle the Landlord to terminate this Agreement forthwith, without prejudice to any other rights or remedies available to him.

## 6. MAINTENANCE AND REPAIRS

(a) **Minor Repairs – Tenant's Obligation:** The Tenant shall, at his own cost and expense, carry out and be responsible for all minor day-to-day repairs and maintenance of the Demised Premises, including but not limited to repairs to electrical fittings, plumbing fixtures, door handles, window panes, locks, sanitary fittings, and such other items as constitute routine upkeep and maintenance of the premises. The Tenant shall keep the Demised Premises in a clean, hygienic, and tenantable condition throughout the Tenancy Period and shall return the same to the Landlord in the same condition as received, subject to fair wear and tear.

(b) **Structural Repairs – Landlord's Obligation:** The Landlord shall be responsible for all major structural repairs to the Demised Premises, including repairs to the main structure, roof, external walls, and such other structural components that are beyond the purview of ordinary maintenance. The Tenant shall promptly notify the Landlord in writing of any structural defects or damages requiring attention. The Landlord shall, upon receipt of such notice, carry out the necessary structural repairs within a reasonable period of time.

## 7. PROHIBITION AGAINST SUB-LETTING AND ASSIGNMENT

The Tenant shall not, under any circumstances, sublet, assign, transfer, license, or part with the possession of the Demised Premises or any part thereof to any third party, without the prior written consent of the Landlord. Any unauthorized sub-letting, assignment, or parting with possession shall be deemed a material breach of this Agreement, entitling the Landlord to terminate the

tenancy forthwith and to initiate appropriate legal proceedings for recovery of possession and damages.

### **8. PROHIBITION AGAINST STRUCTURAL ALTERATIONS**

The Tenant shall not make, undertake, or permit any structural additions, alterations, modifications, or improvements to the Demised Premises or to any walls, ceilings, floors, fixtures, or fittings therein, without obtaining the prior written approval of the Landlord. Any additions or alterations carried out with the written consent of the Landlord shall, unless otherwise agreed in writing, become a part of the Demised Premises and shall vest in the Landlord upon vacation. The Tenant shall be liable to restore the Demised Premises to its original condition at his own cost in the event of any unauthorized alteration.

### **9. TERMINATION AND NOTICE PERIOD**

Either Party may terminate this Agreement before the expiry of the Tenancy Period by giving the other Party a written notice of not less than **One (1) month** prior to the intended date of termination.

Such notice shall be served by hand delivery with acknowledgement or by registered post with acknowledgement due at the respective addresses of the Parties as mentioned in this Agreement. Upon expiry of the notice period, the Tenant shall peaceably and quietly surrender vacant possession of the Demised Premises to the Landlord, along with all keys, fittings, and fixtures pertaining thereto. If the Tenant fails to vacate upon the expiry of the notice period, the Landlord shall be entitled to initiate appropriate legal proceedings for recovery of possession before the competent court of jurisdiction.

## **10. CONSEQUENCES OF DEFAULT**

In the event of any breach or default by the Tenant, including but not limited to non-payment of rent for a period exceeding the due date, unauthorized use of the Demised Premises, unauthorized subletting, or any other material breach of the terms of this Agreement, the Landlord shall be entitled to: (a) terminate this Agreement by issuing a written notice to the Tenant; (b) recover from the Tenant all arrears of rent, damages, and any other amounts due and payable; and (c) initiate proceedings for eviction and recovery of possession before the competent court or authority having jurisdiction. The Landlord shall further be entitled to forfeit the Security Deposit, either wholly or in part, towards adjustment of dues arising from such breach. The Tenant acknowledges that falsification or destruction of any document related to this tenancy may render him liable under the provisions of the **Bharatiya Nyaya Sanhita, 2023**, and that any documentary evidence produced in legal proceedings arising herefrom shall be governed by the **Bharatiya Sakshya Adhinyam, 2023**.

## **11. UTILITIES AND OUTGOINGS**

The Tenant shall be solely responsible for the timely payment of all charges in respect of electricity, water, piped gas (if any), internet/broadband services, and any other utility services consumed or availed at the Demised Premises during the Tenancy Period. The Tenant shall ensure that no default occurs in payment of utility bills so as to result in disconnection of services to the Demised Premises. The Landlord shall be responsible for payment of property tax and all other statutory outgoings in respect of the Demised Premises.

## **12. INSPECTION BY LANDLORD**

The Landlord or his authorized representative shall be entitled to inspect the Demised Premises at any reasonable time during the Tenancy Period, subject to giving the Tenant a prior notice of at least **24 (Twenty-Four) hours**, except in the case of emergency, wherein inspection may be carried out without prior notice. The Tenant shall afford the Landlord or his representative all reasonable access and cooperation during such inspection.

## **13. PEACEFUL POSSESSION**

The Landlord hereby covenants with the Tenant that so long as the Tenant duly observes and performs all the terms and conditions of this Agreement, the Tenant shall have and enjoy peaceful and undisturbed possession of the Demised Premises during the Tenancy Period, without any interference, interruption, or disturbance from the Landlord or any person claiming through or under the Landlord.

## **14. FORCE MAJEURE**

Neither Party shall be held liable for any delay or failure in the performance of any obligation under this Agreement to the extent that such delay or failure is caused by circumstances beyond the reasonable control of the affected Party, including but not limited to acts of God, natural disasters, floods, earthquakes, epidemic, pandemic, war, civil commotion, strike, or any order or direction of any governmental or statutory authority, making performance of the obligations under this Agreement impossible or impracticable. The affected Party shall promptly notify the other Party in writing upon the occurrence of such a force majeure event. However, the

obligation to pay rent that has already fallen due prior to the occurrence of such event shall not be excused or suspended by virtue of this clause.

## **15. REGISTRATION AND STAMP DUTY**

This Agreement, being for a period of Eleven (11) months, is not compulsorily registrable under **Section 17 of the Registration Act, 1908**, read with **Section 107 of the Transfer of Property Act, 1882**, inasmuch as it does not create a lease for a period exceeding one year. However, both Parties agree that this Agreement shall be duly stamped in accordance with the applicable provisions of the **Indian Stamp Act, 1899**, as applicable in the State of Jharkhand, and that the cost of stamp paper and stamping charges shall be borne by the Tenant, unless otherwise mutually agreed.

## **16. DISPUTE RESOLUTION**

In the event of any dispute, difference, or controversy arising out of or in connection with this Agreement, or the breach, termination, interpretation, or validity thereof, the Parties shall in the first instance endeavour to resolve such dispute amicably through mutual discussion and negotiation within a period of **thirty (30) days** from the date on which the dispute is first raised in writing by either Party. If the dispute is not resolved amicably within the aforesaid period, the aggrieved Party shall be entitled to approach the competent civil court of **appropriate jurisdiction at Ranchi, Jharkhand**, for adjudication. Any proceedings initiated in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts at **Ranchi, Jharkhand**. All legal proceedings shall be conducted in accordance with the **Bharatiya**

**Nagarik Suraksha Sanhita, 2023**, and documentary evidence adduced in any such proceedings shall be governed by the **Bharatiya Sakshya Adhiniyam, 2023**.

### **17. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of India, including the Transfer of Property Act, 1882, the Registration Act, 1908, the Indian Stamp Act, 1899, and all other applicable statutes and enactments for the time being in force.

### **18. GENERAL PROVISIONS**

(a) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, representations, and agreements, whether oral or written, between the Parties.

(b) Any amendment, modification, or variation of any term of this Agreement shall be valid and binding only if made in writing and duly signed by both Parties.

(c) The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver of such Party's right to enforce the same or any other provision at any time thereafter.

(d) If any provision of this Agreement is found to be invalid, void, or unenforceable under applicable law, such provision shall be deemed severable from this Agreement, and the remaining provisions shall continue in full force and effect.

(e) The headings and clause titles used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date first written above, in the presence of the witnesses undersigned.

IN WITNESS WHEREOF, the parties hereto have set their hands on this Rent Agreement on the day and year first above written at Ranchi.

**LANDLORD:**

\_\_\_\_\_  
Sh. Dinesh Agarwal

**TENANT:**

\_\_\_\_\_  
Sh. Ankit Verma

**WITNESSES:**

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_

\_\_\_\_\_  
AI-assisted draft — verify with applicable law before filing. Lawie does not provide legal advice.