**AGREEMENT**

This Agreement is executed on this \_\_\_\_\_\_\_ day of \_\_\_\_\_2004 at \_\_\_\_\_\_\_\_\_\_\_

between \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and presently working as \_\_\_\_\_\_\_\_\_\_. (hereinafter called the Landlord) and \_\_\_\_\_\_, and presently working as \_\_\_\_\_\_\_\_\_\_\_\_. here-in-after called the tenant).   
  
Whereas the landlord is the owner of the premises known as "\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ", situated at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Hereinafter called the premises).   
  
IN WITNESS present, the tenant has taken the said premises on rent on the following terms and conditions:   
  
1. That the tenanted portion of the premises shall consist of a \_\_\_\_\_\_\_\_\_\_\_\_\_\_room set along with, a bath room and a latrine.

2. That the tenancy shall be for a fixed period, i.e. from \_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_.   
  
3. That rent is Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) per month inclusive of M.C. Taxes. The rent shall be payable to the landlord in the first week of every month it relates. Water and electricity charges shall be payable by the tenant according to consumption.   
  
4. The tenant has paid Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_ hundred) as security, which will be refundable at the time of vacation of the premises.   
  
5. The tenant shall not sublet, assign or part with the possession of the premises without written consent of the landlord.

6. That as the owner of the demised building \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ does not require the premises for his own use and occupation for the time being, the demised premises are being let out on the terms of limited tenancy basis.

7. The tenant shall not cause and damage to the rented premises. In case any damage is caused, the cost of repairs shall be borne by the tenant.

8. That the tenant shall hand over the vacant possession of the premises to the landlord on \_\_\_\_\_\_\_\_.   
  
9. That in case the tenant wants to vacate the premises prior to \_\_\_\_\_\_\_\_, he shall have to serve one month's prior notice to the landlord in writing.

In Witness whereof the parties have signed this agreement at Coimbatore on the day mentioned above.   
  
Witnesses.   
  
Tenant.\_\_\_\_\_ 

1.   
  
Landlord.   
  
2.

**APPLICATION FOR DEPOSIT OF RENT**

BEFORE THE LEARNED RENT CONTROLLER AT

Rent Case No \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of .

Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

s/o Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

r/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .Applicant/Tenant.

VERSUS

Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

s/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

r/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .Respondent/Landlord.

Application under section 21(2) of the H.P. Urban Rent Control Act,1987 on behalf of the Applicant/tenant for deposit of rent .

Respectfully Showeth:

1. That the applicant is in occupation of one residential set on the \_\_\_\_\_\_\_\_\_\_floor of the building known as \_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_ as a tenant since \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on a monthly rental of Rs.\_\_\_\_\_\_\_\_\_/- payable to the respondent/landlord.

2. That the premises in occupation of the applicant comprise of \_\_\_\_rooms. Kitchen bath cum toilet etc. 

3. That the respondent/landlord from the very beginning has not been issuing receipt for the rent paid to him regularly and also insisted to pay the rent in cash. The applicant has paid rent up to \_\_\_\_\_\_\_\_\_ to the respondent but no receipt of rent was issued by the respondent.   
  
4. That when ever the applicant insisted upon the respondent to issue receipt of rent paid to him, the respondent started threatening to forcibly evict the applicant and his family from the premises under his occupation. After great persuasion, the respondent acknowledged the payment of rent only up to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in a letter addressed to the applicant received by him through Regd Post. Copy of the letter is attached with this application.

5. That the respondent sent a payees account cheque bearing No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_ amounting to Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_ drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The respondent deliberately avoided to receive the Registered A.D. cover containing the cheque and refused to accept the notice and rent , the copy of the notice, postal receipt, copy of cheque and copy of the Regd cover is attached for the perusal of the learned court.

6. That the applicant has also offered the payment of rent personally in cash also to the respondent but the respondent refused to accept the same and also refused to issue receipt to the applicant. The applicant has no other alternative to deposit the rent in this learned court for the month of \_\_\_\_\_\_\_\_\_\_\_ amounting to Rs. \_\_\_\_\_\_\_\_\_payable to the respondent.   
  
It is, therefore, humbly prayed that the application be allowed and a sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-- on account of rent for the month of \_\_\_\_\_\_\_\_\_\_ in respect of the premises \_\_\_\_\_\_\_\_\_ be ordered to be deposited and the respondent be directed to accept the same in the interest of law and justice.   
  
Applicant   
  
Through   
  
Advocate   
  
Dated:

**VERIFICATION:-**

I, the above named applicant do hereby verify that the contents of para 1 to 6 of the application are true and correct to the best of my knowledge and belief. No part of it is false and nothing material has been concealed therefor.

Verified at \_\_\_\_\_\_\_\_\_\_on this \_\_\_\_day of. Applicant

**BEFORE THE LEARNED RENT**

**CONTROLLER COIMBATORE**

IN THE MATTER OF:

Petitioner

Versus

Respondent   
  
Reply to the petition filed Under Section 14 of T.N. Urban Rent Control Act, 1987, on behalf of the respondent   
  
Respectfully Sheweth:

Preliminary Objections:

1. That the petition is not maintainable in view of the fact that the same has been filed with malafide intention to get the respondent harassed and as such, the same is liable to be dismissed.   
  
2. That the present petition is barred by the principle of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_resjudicata as the matter in controversy in the present petition as well as in earlier petition on the ground of acquisition of residential accommodation by the \_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
3. That the petitioner is stopped to file the present petition on his own act, conducts, lapses, omission, commission, acquiescence and deed etc. Hence the petition is liable to be dismissed.   
  
4. That the petitioner has withheld material fact regarding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_filing of earlier eviction petition on the same and similar grounds regarding the same premises from the Hon'ble Court and hence, the petition is also liable to be dismissed on the score alone with exemplary costs.   
  
5. That the petitioner has no cause of action and as such, the petition is liable to be dismissed. On Merits:   
  
1. That the contents of para 1 of the petition \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_are has not been filled in as required under law. The petitioner has not given the Municipal No. of the premises as required under the law.

2. That the contents of paras 2 to 4 of the petition need no comments.   
  
3. That the contents of para 5 of the petition are admitted to the extent that the respondent and his family members are occupying the demised premises and rest of the contents of para being wrong hence, categorically denied in to. It is specifically denied that the respondent has \_\_\_\_\_\_\_\_\_\_\_acquired a vacant residence in the name of his \_\_\_\_\_

4. That the para 6 of the petition need no comments.

5. That the contents of 7 of the petition are not denied. \_\_

6. That the contents of para 8 of the petition are wrong hence denied. It is further submitted that the tenancy of the respondent consists of\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_two rooms kitchen, bath room and latrine exclusively with common balcony and entrance

7. That the contents of para 9 and 10 of the petition need no comments.   
  
8. That the contents of para 11 to 17 of the petition need no comments. However, it is submitted that after the original agreement was executed there was another compromise /agreement between the parties.   
  
9. That the contents of para 18 (a) of the petition are \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_admitted to the extent that the wife of the petitioner has purchased a residential set at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Rest of the contents of the para of the corresponding para of the petition being wrong and hence emphatically denied in toto. It is specifically denied that the respondent has any control over the premises acquired by the replying respondent. It is further submitted that the premises which has been purchased by the wife of the respondent is in actual possession of the tenant who was inducted by the previous owner of the premises. It is also further submitted that after the purchase of the premises, the wife of the respondent had filed eviction petition against him but, she has lost in that litigation. It is further submitted that the contents of para 18 (a) (i) of the petition are vague and general. The petitioner has miserably failed to given the actual description of the area of the flat and filed the plan of the premises.   
  
10. That the contents of para 18 (a) (ii) of the petition are wrong and hence categorically denied in toto. \_\_\_\_\_\_\_It is specifically denied that the replying respondent is arrears of rent w.e.f \_\_\_\_\_\_\_\_\_\_\_\_. It is further submitted that the respondent has deposited the rent up to \_\_\_\_\_\_ with the \_\_\_\_\_\_ in case No . \_\_\_\_\_\_ titled as \_\_\_\_\_\_. It is further submitted that even thereafter the petitioner had requested the petitioner to receive rent in cash and issue proper receipt so that he may keep proper accounts and able to get the benefit of income tax for the payment of the same. It is also submitted that the respondent had written letter to the petitioner for the disclosing of his saving bank account so that the respondent may deposit the rent for the concern month in the account without any delay and which may also facilitate the replying respondent to avoid hardship in making of the payment of the rent. The respondent is still having sufficient amount to pay the rent for the month of \_\_\_\_\_\_. It is further submitted that the replying respondent has over paid a sum of Rs \_\_\_\_\_\_\_\_\_\_/- to the petitioner regarding the rent in previous litigation.

11. That the contents of para 18 (b) of the petition need no comments.   
  
It is, therefore, most respectfully prayed that the present petition of the petitioner may kindly be dismissed with costs in the interest of justice and fair play.

Coimbatore   
  
Respondent \_\_\_\_\_\_

Through, Advocate

**Verification:**

I, the above named respondent do hereby verify that the contents of paras 1 to 18 of the reply to the petition are true and correct to the best of my knowledge and belief. No part of it is false and nothing material has been concealed therefrom.

Verified here at Coimbatore on this the \_\_\_\_\_\_.

Respondent

**Rent Agreement Format**

**RENT AGREEMENT**

This rent Agreement is hereby executed at \_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_\_ between: –

1-    \_\_\_\_\_\_\_\_\_ wife/son/daughter of Shri \_\_\_\_\_\_\_\_\_ resident of \_\_\_\_\_\_\_\_\_  (Hereinafter called the first party which expression shall includes her heirs, executors and assignees of the FIRST PART)

AND

2-    \_\_\_\_\_\_\_\_\_ son of \_\_\_\_\_\_\_\_\_ Resident of \_\_\_\_\_\_\_\_\_ (Hereinafter called the Second party /TENANT which expression shall includes his/her heirs, executors and assignees of the OTHER PART)

WHEREAS, the first party is the owner in possession of the residential \_\_\_\_\_\_\_\_\_ total measuring \_\_\_\_\_\_\_\_\_ and is interested to let out the same to the second party on monthly rental basis on the request of the second party and the terms & conditions of which are as under:-

NOW THIS AGREEMENT WITNESSETH AS UNDER: –

1-    That the rate of the rent of the said premises is settled at Rs. \_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only) per month to be paid by the second party to the first party on 7th day of each English Calendar month in advance.

2-    That the tenancy has already been commence w.e.f. \_\_\_\_\_\_\_\_\_\_\_\_ and shall be for a period of \_\_ months i.e. upto \_\_\_\_\_\_\_\_\_\_\_\_\_.

3-    That the period of the tenancy may be extended for its further period only on the option of the party of the first part and in that event the rate of the rent shall be increased at the rate of \_\_% after \_\_ months on its previous rate.

4-    That the second party has paid a sum of Rs. \_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_) to the first party towards the security deposits which shall be refunded by the first party to the second party at the time of vacation of the premises in question, after adjusting all or any dues or arrears of the rent.

5-    That no interest on the security amount shall be payable by the first party to the second party.

6-    That in case the second party fails to pay the monthly rent to the first party consequently for the period of two months, then the second party shall have to get vacated the premises in question immediately.

7-    That the second party shall handover the vacant physical possession of the rented premises to the first party at the time of expiry of the tenancy period positively.

8-    That the second party shall abide by all the rules and regulations of the local authority.

9-    That the second party shall use the rented premises only for residential purpose.

10-    That the second party shall pay the electricity, water charges extra then the said agreed rent to the first party regularly as and when the bills for such expenses/charges are produced by the concerned authorities/offices.

11-    That the second party shall not damage the fittings and fixtures fitted in the rented premises and shall keep and maintain the same in good condition and shall also make arrangements for the repairs or replacements of the damaged fittings and fixtures whatsoever, will be required at his own expenses.

12-    That the second party shall not sublet, part with possession assigned the same to any person in any manner.

13-    That the second party shall not make any constructions as in the rented premises without the written consent of the first party.

14-    That the day-to-day repairs such as fuse, leakages in water taps etc. Shall be carried out by the second party on his own expenses and the major repairs such as cracks in walls and buildings etc.shall be born by the first party on his own expenses when so informed by the second party.

15-    That the second party shall permit the first party or any of his authorized person to enter the said premises at reasonable time for inspection purpose.

16-    That the first party shall pay all the taxes such as property tax, house tax, etc. as are or may hereinafter be assessed by the Local authorities or nay concerned authorities in respect of the premises in question.

17-    That the second party shall have to give two months advance notice in writing to the first party, incase of his vacating the premises in question before the expiry period of the tenancy, and the tenancy may also be terminated by the first by giving \_\_\_\_ months advance notice to the second party for getting the premises in question vacated.

18-    That the parties to this agreement have specifically agreed that the conditions of the location, accommodation and conditions of the said property/premises in question the agreed rent is a fair rent and is in the consequences with the prevalent market rates and second party has accepted it as a standard rent.

19-    That the terms & conditions of this Agreement as stated above shall be binding on the both parties. The terms and conditions of this agreement are final and are irrevocable.

IN WITNESSES WHEREOF, the parties have signed this agreement on the date, month and year first above written in the present of witnesses at \_\_\_\_\_\_\_\_\_\_\_\_\_\_

FIRST PARTY

WITNESSES:-

1-  
2-

SECOND PARTY

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