

# RENTAL AGREEMENT

**DISCLAIMER:** The following rental agreement is a formatted version of the text provided. Many clauses within this agreement are illegal and unenforceable under the laws of India, particularly the Maharashtra Rent Control Act, 1999. This document should not be used as a valid legal rental agreement. Please refer to the detailed legal analysis below for more information.

## 1. PARTIES

This Rental Agreement ("Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20,

BETWEEN:

**MR. HARSH LANDLORD** (Hereinafter referred to as the "Owner")

AND

**MS. VULNERABLE TENANT** (Hereinafter referred to as the "Tenant")

For the rental of the property located at:

**123 Exploitation Street, Mumbai** (Hereinafter referred to as the "Property")

## 2. TERMS AND CONDITIONS

### 2.1 RENT PAYMENT

- Monthly Rent:** ₹50,000 (Rupees Fifty Thousand Only), to be paid 15 days in advance.
- Late Payment Penalty:** A penalty of ₹5,000 (Rupees Five Thousand Only) will be levied per day of delay in rent payment.
- Rent Increase:** The monthly rent is subject to a 25% increase every 6 months, which can be implemented without prior notice to the Tenant.
- Payment Method:** All rent and other payments must be made in cash only. No receipts will be provided for any payments.

### 2.2 SECURITY DEPOSIT

- Security Deposit Amount:** A sum of ₹5,00,000 (Rupees Five Lakh Only), equivalent to ten (10) times the monthly rent.
- Non-Refundable Processing Fee:** A one-time, non-refundable fee of ₹50,000 (Rupees Fifty Thousand Only) is to be paid by the Tenant.
- Interest:** The security deposit will not accrue any interest.
- Forfeiture Clause:** The full security deposit will be forfeited in the event of any minor damages to the Property.

### 2.3 MAINTENANCE AND REPAIRS

- Tenant's Responsibility:** The Tenant is solely responsible for ALL repairs, including but not limited to structural damages to the Property.
- Additional Payments:** The Tenant is liable to pay for all building maintenance charges, society fees, and property taxes.
- Permission for Repairs:** The Tenant is prohibited from carrying out any repairs without the Owner's prior written permission, which may be denied at the Owner's discretion.
- Appliance Liability:** The Tenant assumes full liability for the wear and tear of all appliances in the Property, which are over 20 years old.

### 2.4 USAGE RESTRICTIONS

- Guest Policy:** No guests, including family members, are permitted on the Property after 8:00 PM.
- Dietary Restrictions:** The cooking of non-vegetarian food is strictly prohibited on the premises.
- Air Conditioning Usage:** The use of the air conditioning unit is forbidden between the hours of 10:00 AM and 6:00 PM.
- Landlord's Right of Entry:** The Owner reserves the right to enter the Property at any time without prior notice for the purpose of "inspection."
- Prohibition of Pets and Plants:** The Tenant is not permitted to keep any pets, including fish, or any plants on the Property.

### 2.5 TERMINATION CLAUSES

- Tenant's Notice Period:** The Tenant must provide a minimum of six (6) months' notice to the Owner before vacating the Property.
- Landlord's Termination Right:** The Owner can terminate this Agreement with 24 hours' notice for any reason.
- Early Termination Penalty:** If the Tenant vacates the Property before the end of the lease period, they are liable to pay the rent for the entire remaining period.
- No Refund Policy:** Under no circumstances will the security deposit or any advance rent be refunded to the Tenant upon termination or vacation of the Property.

### 2.6 LEGAL PROVISIONS

- Dispute Resolution:** Any disputes arising from this Agreement will be settled in the Owner's favor.
- Waiver of Rights:** The Tenant hereby waives all their rights under the Maharashtra Rent Control Act, 1999.
- Police Verification Fees:** A monthly fee of ₹10,000 (Rupees Ten Thousand Only) for police verification is to be paid by the Tenant.
- Bar on Legal Recourse:** The Tenant is prohibited from approaching any court of law for any grievances related to this tenancy.

### 2.7 ADDITIONAL CHARGES

- Electricity:** Billed at a flat rate of ₹15 per unit, irrespective of the actual cost from the provider.
- Water:** A fixed monthly charge of ₹2,000 (Rupees Two Thousand Only), payable even if there is no water supply.
- Wi-Fi:** A mandatory monthly charge of ₹3,000 (Rupees Three Thousand Only), even if the service is not provided.
- Parking:** A monthly fee of ₹5,000 (Rupees Five Thousand Only) for a non-guaranteed parking spot.

### 2.8 PENALTY CLAUSES

- **Music:** A fine of ₹1,000 (Rupees One Thousand Only) for playing music after 6:00 PM.
  - **Elevator Usage:** A fine of ₹500 (Rupees Five Hundred Only) for using the elevator more than twice in a single day.
  - **Deliveries:** A fee of ₹200 (Rupees Two Hundred Only) will be charged for each courier or delivery received at the Property.
  - **Lighting:** A penalty of ₹100 (Rupees One Hundred Only) per hour for having more than two light bulbs switched on simultaneously.
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## SIGNATURES

This agreement is binding and the Tenant has no rights to modify any terms.

**Landlord Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Tenant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## WITNESSED BY:

1. Landlord's Brother
  2. Landlord's Friend
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