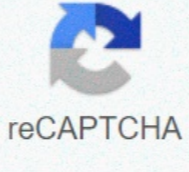




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Sample house rental agreement word format india

A rental agreement is an official contract signed between the owner of a property and the tenant who wishes to take temporary possession of the property for a said period of time. Also called a rent deed and lease deed, a rental agreement contains basic details of the residential property, the owner of the property, the renter (or tenant, as he is also called), the term of the rental, and the amount of the rent for the said term. The rental agreement or rental contract is drafted on a stamp paper. There are 2 types of rental contracts in India, one being a lease agreement that lasts for a minimum of 12 months. This is governed under Rent Control Laws put up by the State government. The other type is a lease and license agreement of up to 11 months which doesn't fall under the Rent Control Laws. Rental Agreement – Sample format Contents of a rental agreement Common contents of a rental agreement include: Names of the landlord and tenant and/or their agents.Description of the property.Amount of rent and due dates for payment, grace period, late charges.Mode of rent payment.Methods to terminate the agreement prior to the expiration date and charges if any.Amount of security deposit and the account where it is held.Utilities furnished by the landlord and, if the landlord charges for such utilities, how the charge will be determined.Facilities in the premises which the tenant is entitled to use such as swimming pool, security system, etc.Rules and regulations such as pet rules, noise rules and the penalty for violation, identification of parking available, including designated parking spaces, if provided.How tenant repair requests are handled and procedures for emergency requests. 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If you would like to complete the formalities in a quick and hassle-free manner, all you need to do, is fill out the details, create the Rent Agreement online, sign the agreement digitally and get it e-stamped in seconds.Stamp duty on rent agreementYou can pay a stamp duty while registering the rent agreement, which will vary, depending on the city where it is registered. This amount is paid, using the stamp paper of value you use to go the government. In Delhi, the stamp duty is payable at 2% of the average annual rent, in the case of lease agreements for a term of up to five years. In Noida, one has to pay 2% of the annual rent as stamp duty for rent agreements of up to 11 months.See also: Income tax deduction on rent paid, under Section 80GGe-stamping of rent agreementsIn some states, where the e-stamping facility for rental agreements is available, you do not have to physically buy the stamp paper. 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Related Articles HRA – House Rent Allowance – Exemption Rules & Tax Deductions Section 194I- TDS on Rent TDS deduction on rental property owned by NRI Impact of GST on Rent Get an expert at affordable price For ITR, GST returns, Commercial/Other Lease Agreement Forms Use a commercial lease agreement if you're renting out an office building, retail space, restaurant, industrial facility, or any property where the tenant will operate a business. Use a land lease agreement to rent out a piece of land that does not have a property on it. A land or ground lease can have multiple purposes, including agricultural, residential, and commercial. Use a rent-to-own lease agreement to give the tenant the option to purchase the property at the end of the agreement. This type of lease helps a tenant who cannot purchase a property right away, and allows the seller to receive a steady income. You can further support your original lease agreement by modifying the terms with a lease amendment. Additionally, you can end an existing lease with a lease termination letter, or extend a rental for another term with a lease renewal. Frequently Asked Questions A lease is a legally-binding contract used when a landlord (the "lessor") rents out a property to a tenant (the "lessee"). This written agreement states the terms of the rental, such as how long the tenant will rent the property and how much they will pay, in addition to the repercussions for breaking the agreement. A lease is also commonly called a lease agreement, a rental agreement, a rental contract, a lease form, a rental lease agreement, an apartment lease, a tenancy agreement, and a house rental agreement. You need a lease agreement because it explains your responsibilities as a landlord, sets rules for the tenants living in your property, and is often required by state law. Having a lease agreement helps you avoid disputes with your tenants and fix problems when they arise. If you rent out a property but don't use a lease agreement, you could lose rent money, be liable for illegal activities on the property, receive penalties for unpaid utility costs, or spend a lot of money on property damage repairs and lawyer fees. Anyone who rents out a home, land, or a commercial building should have a lease agreement. All adult tenants must be given a copy of the lease agreement after they sign it. Landlords and property managers should also keep a copy on file. You rent out a room in your house by using a lease agreement. This type of lease agreement is used for a fixed term or will automatically renew. Both a standard residential lease and a room rental agreement allow you to establish quiet hours, times guests can visit, how to divide utility payments, and set rules regarding pets, smoking, and parking. To rent out a room, both parties sign the agreement and the landlord collects a security deposit from the tenant before handing over the keys. The difference between a lease and a rental agreement is the duration of the contract. Lease agreements are typically long term contracts (12 to 24 months), whereas rental agreements are usually short-term (a few weeks or months). If you're deciding whether a lease or rent is best for you, remember that a lease agreement provides more security, but a rental agreement offers more flexibility. Your responsibilities as a landlord include the following: Repairing and maintaining the normal wear and tear of appliances like the air conditioner or heater. Respecting a tenant's right to "quiet enjoyment" (living without disturbances). For example, not making unnecessary visits to the property, and dealing with problems that cause noise (such as dogs barking). Providing a safe and clean home to the tenant for the term of the lease. Examples include getting rid of mold, resolving water damage, and fixing ventilation problems. Returning the tenant's security deposit if the tenant treats the property with respect, and it's in good condition at the end of the lease term. Giving the tenant advance notice when you need to enter the premises to fix something or show someone the property. Landlord's responsibilities differ according to state landlord-tenant laws, which describe how a landlord should handle access to the property, security deposits, and evictions. If a tenant violates a lease, the landlord may try to resolve the problem by giving the tenant a chance to fix it (unless the violation is major, such as using the property to sell or manufacture illegal drugs). If the issue is not resolved within a certain time period (as set by state law), the landlord can begin the eviction process to remove the tenant. Common lease violations include unpaid rent and utility bills, damage to the property, and the tenant breaking the law. You should include the following information in your lease agreement: Names of all tenants who will be living in the property. Term: state the duration of the lease, and whether it's for a fixed term or will automatically renew. Rent: pay each month will be deemed as late, and if rent is not paid within _____ days after such due date, Tenant agrees to pay a late charge of _____. Additional Rent: There may be instances under this Agreement where Tenant may be required to pay additional charges to Landlord. All such charges are considered additional rent under this Agreement and will be paid with the next regularly scheduled rent payment. Landlord has the same rights and Tenant has the same obligations with respect to additional rent as they do with rent. Utilities: Tenant is responsible for payment of all utility and other services for the Premises. Security Deposit: Upon signing this Agreement, Tenant will pay a security deposit in the amount of _____ to Landlord. The security deposit will be retained by Landlord as security for Tenant's performance of its obligations under this Agreement. The security deposit may not be used or deducted by Tenant as the last month's rent of the Term.Tenant will be entitled to a full refund of the security deposit if Tenant returns possession of the Premises to Landlord in the same condition as accepted, ordinary wear and tear excepted. Within _____ days after the termination of this Agreement, Landlord will return the security deposit to Tenant (minus any amount applied by Landlord in accordance with this section). Any reason for retaining a portion of the security deposit will be explained in writing. The security deposit will not bear interest while held by Landlord in accordance with applicable state laws and/or local ordinances. Landlord's Failure to Give Possession. In the event Landlord is unable to give possession of the Premises to Tenant on the start date of the Term, Landlord will not be subject to any liability for such failure, the validity of this Agreement will not be affected, and the Term will not be extended. Tenant will not be liable for rent until Landlord gives possession of the Premises to Tenant. Holdover Tenancy: Unless this Agreement has been extended by mutual written agreement of the Parties, there will be no holding over past the Term under the terms of this Agreement under any circumstances. If it becomes necessary to commence legal action to remove Tenant from the Premises, the prevailing Party will be entitled to attorney's fees and costs in addition to damages. Use of Premises: The Premises will be occupied only by Tenant and Tenant's immediate family and used only for residential purposes. Tenant will not engage in any objectionable conduct, including behavior which will make the Premises less fit to live in, will cause dangerous, hazardous or unsanitary conditions or will interfere with the rights of others to enjoy their property. Tenant will be liable for any damage occurring to the Premises and any damage to or loss of the contents thereof which is done by Tenant or Tenant's guests or invitees. Condition of the Premises: Tenant has examined the Premises, including the appliances, fixtures and furnishings, and acknowledges that they are in good condition and repair, normal wear and tear excepted and accepts them in its current condition. Maintenance and Repairs: Tenant will maintain the Premises, including the grounds and all appliances, fixtures and furnishings, in clean, sanitary and good condition and repair. Tenant will not remove Landlord's appliances, fixtures, or furnishings from the Premises for any purpose. If repairs other than general maintenance are required, Tenant will notify Landlord for such repairs. In the event of default by Tenant, Tenant will reimburse Landlord for the cost of any repairs or replacement. Reasonable Accommodations: Landlord agrees to comply with all applicable laws providing equal housing opportunities, including making reasonable accommodations for known physical or mental limitations of qualified individuals with a disability, unless undue hardship would result. Tenant is responsible for making Landlord aware of any such required accommodations that are reasonable and will not impose an undue hardship. If Tenant discloses a disability and requests an accommodation, Landlord has the right to have a qualified healthcare provider verify the disability if the disability is not readily apparent and Landlord has the right to use the qualified healthcare provider verifying the disability as a resource for providing reasonable accommodations. Sex Offender Registry: Pursuant to law, information about specified registered sex offenders is made available to the public. Tenant understands and agrees that Tenant is solely responsible for obtaining any and all information contained in the state or national sex offender registry for the area surrounding the Premises, which can be obtained online or from the local sheriff's department or other appropriate law enforcement officials. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which he or she resides. Compliance: Tenant agrees to comply with all applicable laws, ordinances, requirements and regulations of any federal, state, county, municipal or other authority. Mechanics' Lien: Tenant understands and agrees that Tenant and anyone acting on Tenant's behalf do not have the right to file for mechanic's liens or any other kind of liens on the Premises. Tenant agrees to give actual advance notice to any contractors, subcontractors or suppliers of goods, labor or services that such liens are invalid. Tenant further agrees to take the additional steps necessary to keep the Premises free of any and all liens that may result from construction completed by or for Tenant. Subordination: With respect to the Premises, this Agreement is subordinate to any mortgage that now exists, or may be given later by Landlord. Alterations: Tenant will not make any alteration, addition or improvement to the Premises without first obtaining Landlord's written consent. Any and all alterations, additions or improvements to the Premises are without payment to Tenant and will become Landlord's property immediately on completion and remain on the Premises, unless Landlord requests or permits removal, in which case Tenant will return that part of the Premises to the same condition as existed prior to the alteration, addition or improvement. Tenant will not change any existing locks or install any additional locks on the Premises without first obtaining Landlord's written consent and without providing Landlord a copy of all keys. Smoking: Smoking of any kind is strictly prohibited on any part of the Premises. This prohibition applies to Tenant and any visitor, guest, or other occupant on the Premises. Pets: Tenant is not allowed to have or keep any pets, even temporarily, on any part of the Premises. The unauthorized presence of any pet will constitute a breach of this Agreement. Tenant understands that any damage to or loss of the Premises, fixtures, furnishings, or animals that provide assistance to individuals with disabilities may be permitted on the Premises with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant will be responsible for the costs of de-fleaing, deodorizing and/or shampooing all or any portion of the Premises if a pet has been on the Premises at any time during the Term (whether with or without written consent of Landlord). Fire and Casualty: If the Premises are damaged by fire or other serious disaster or accident and the Premises becomes uninhabitable as a result, Tenant may immediately vacate the Premises and terminate this Agreement upon notice to Landlord. Tenant will be responsible for any unpaid rent or will receive any prepaid rent up to the day of such fire, disaster or accident. If the Premises are only partially damaged and uninhabitable, Landlord may make full repairs and will do so within a prompt and reasonable amount of time. At the discretion of Landlord, the rent may be reduced while the repairs are being made. Liability: Landlord is not responsible or liable for any loss, claim, damage or expense as a result of any accident, injury or damage to any person or property occurring anywhere on the Premises, unless resulting from the negligence or willful misconduct of Landlord. Renter's Insurance: Tenant is required to obtain, and maintain at all times during the Term, a renter's insurance policy with a minimum of \$100,000.00 personal liability coverage. Tenant will name Landlord as an interested party or additional insured. Tenant will provide Landlord with a certificate or proof of insurance upon request. Assignment and Subletting: Tenant will not assign this Agreement as to any portion or all of the Premises or make or permit any total or partial sublease or other transfer of any portion or all of the Premises. Insurance Requirements: Tenant will not do or permit to be done any act or thing that will increase the insurance risk under any policy of insurance covering the Premises. If the premium for such policy of insurance increases due to a breach of Tenant's obligation under this Agreement, Tenant will pay the additional premium. Tenant will not assign this Agreement to any other person or entity. Surrender: Tenant will deliver and surrender to Landlord possession of the Premises immediately upon the expiration of the Term or the termination of this Agreement, clean and in as good condition and repair as the Premises was at the commencement of the Term, reasonable wear and tear excepted. Default: In the event of any default under this Agreement, Landlord may provide Tenant a notice of default and an opportunity to correct such default. If Tenant fails to correct the default, other than a failure to pay rent or additional rent, Landlord may terminate this Agreement by giving a _____ day written notice. If the default is Tenant's failure to timely pay rent or additional rent as specified in this Agreement, Landlord may terminate this Agreement by giving a _____ day written notice to Tenant. After termination of this Agreement, Tenant remains liable for any rent, additional late, costs, including costs to remedy any defaults, and damages under this Agreement. Remedies: If this Agreement is terminated due to Tenant's default, Landlord may, in addition to any rights and remedies available under this Agreement and applicable law, use any dispossession, eviction or other similar legal proceeding available in law or equity. Subordination: This Agreement and Tenant's right under it shall be subject and subordinate to the lien, operation and effect of each existing or future mortgage, deed of trust, ground lease and/or any other similar instrument of encumbrance covering any or all of the Premises, if any, and each renewal, modification, consolidation, replacement or extension thereof. Condemnation: If all or substantially all of the Premises are covered by a condemnation including the exercise of any power of eminent domain by a governmental authority, this Agreement shall terminate on the date possession of the Premises is taken by the condemning authority, and all rent under this Agreement shall be prorated and paid to such date. Landlord is entitled to collect from the condemnation authority the entire amount of any and all rent accrued under this Agreement. Tenant will not be liable for any damages or expenses incurred by Landlord or Tenant as a result of any condemnation proceeding. Notices: All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, sent via certified or registered mail to the following addresses (or to another address that either Party may designate upon reasonable notice to the other Party): _____ Notices shall be sent to the Tenant at the following address: _____ Quiet Enjoyment: If Tenant pays the rent and performs all other obligations under this Agreement, Tenant may peacefully and quietly hold and enjoy the Premises during the Term. No Waiver: No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Severability: If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement. Successors and Assigns: This Agreement will inure to the benefit and to be binding upon the Parties and their permitted successors and assigns. Governing Law: The terms of this Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of _____ without regard to its conflicts of laws provisions. Disputes: Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association. Amendments: This Agreement may be amended or modified only by a written agreement signed by the Parties. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which when taken together shall constitute one and the same agreement. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supercedes and cancels all prior agreements of the Parties, whether written or oral, with respect to the subject matter. IN WITNESS WHEREOF, the Parties hereto, individually or by their duly authorized representatives, have executed this Agreement as of the Effective Date, _____ Landlord Signature Landlord Full Name _____ Tenant Signature Tenant Full Name _____ Guarantor Signature Guarantor Full Name To see a completed residential lease agreement, view our filled-out rental lease sample. Or, find your state-specific residential lease agreement below. How to Write (Fill Out) a Lease/Rental Agreement Here's how to write a lease by filling out our free lease agreement template: 1. Name the parties A simple rental agreement form needs to name the parties signing the lease and where they live. 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If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association. Amendments: This Agreement may be amended or modified only by a written agreement signed by the Parties. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original copy of this Agreement, and all of which when taken together shall constitute one and the same agreement. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supercedes and cancels all prior agreements of the Parties, whether written or oral, with respect to the subject matter. 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