

RESIDENTIAL LEASE

LEASE: This Lease made and executed this day 8/4/2023 by and between (Lessor) **TRIPLE H PROPERTIES** hereinafter called “Landlord”, and (Lessee) Muhammad Hassam Aslam Khan hereinafter called “Tenant”. (All occupants age 18 and/or above shall be required to sign this document.)

WITNESSETH:

- 1. **DESCRIPTION OF PREMISES:** The Landlord does hereby lease and devise to Tenant the premises commonly known as 1550 New York Street, Indianapolis, Indiana 46222.
- 2. **LANDLORD’S ADDRESS:** Stringtown Realty, LLC
156 E. Market Street
Mezzanine Level
Indianapolis, IN 46204
- 3. **USE OF PREMISES:** The premises shall be used for a private single-family residence and dwelling, and for no other purpose.
- 4. **TERM:** This lease shall be for 12 months starting on the day of signing and ending the 25th day of the last month.
- 5. **RENT:** The Tenant promises to pay to the Landlord as rent the sum of twelve hundred (\$1200) total, in advance, on the 1st day of every month, during the entire term hereof, with the exception that the first monthly rental payment hereunder shall be paid by the Tenant simultaneously with the execution of this Lease by the Tenant.

Tenants are to pay \$1200 total each month. The amount proportioned to each tenant is to be determined at tenant discretion.

In the event of any default in the payment of the rent in any of the installments as herein provided, then the whole of the rent reserved for the whole of the period, and then remaining unpaid, shall at once, become due and be payable. All payments shall be without any notice, or demand, from the Landlord and without relief from valuation and appraisal laws.

All such payment shall be by cash, VENMO or money order made payable to the Landlord. Landlords shall not be held responsible for the misapplication of any rental not paid in this manner even though paid to an agent of the Landlord. In the event of a check not clearing due to insufficient funds, there will be a \$50 fee charge assessed.

In the event that this Lease shall be executed, and possession of the premises granted to the Tenant, on any date prior to the first day of the term of this Lease, rent shall be paid for said period in an amount equal to One-thirtieth (1/30th) of a monthly installment of rent during the lease term multiplied by the number of days to the first day of the next month. All provisions, terms and conditions of this Lease shall apply during said period in the same manner, as though the term of the Lease were extended to include this period.

The last month on the lease will not be prorated to reflect ending on the 25th of the month.

Any rent not received by the first of each month is late. After the 5th of each month a late fee of **FIFTY DOLLARS + FIVE DOLLARS for every day past the 5th** will immediately be due along with the delinquent rent.

- 6. **SECURITY DEPOSIT:** Tenants will pay the sum of one month rent in the form of the security deposit. The security deposit must be paid in full prior to moving in. The security deposit will be kept by the LANDLORD for the term of the lease.

security deposit may be landlord has suffered by Agreement or with any and governmental authorities

Refund. Upon termination of the tenancy, all funds held by the landlord as applied to the payment of accrued rent and the amount of damages that the reason of the tenant's noncompliance with the terms of this Indiana Lease all laws, ordinances, rules and orders of any and all governmental or quasi-affecting the cleanliness, use, occupancy and preservation of the Premises.

Deductions. Landlord may deduct reasonable charges from the security deposit for:

- Unpaid or accelerated rent;

- Late charges;
 - Unpaid utilities;
 - Costs of cleaning, deodorizing, and repairing the Property and its contents for which Tenant is responsible;
 - Pet violation charges;
 - Replacing unreturned keys, garage door openers, or other security devices;
 - The removal of unauthorized locks or fixtures installed by Tenant;
 - Insufficient light bulbs;
 - Packing, removing, and storing abandoned property;
 - Removing abandoned or illegally parked vehicles;
 - Costs of reletting, if Tenant is in default;
 - Attorney fees and costs of court incurred in any proceeding against Tenant;
 - Any fee due for early removal of an authorized keybox;
 - Other items Tenant is responsible to pay under this Lease.
- There will be an automatic deduction of \$500 cleaning fee if the tenant fails to have the unit professionally cleaned prior to move out.

If deductions exceed the security deposit, Tenant will pay the Landlord the excess within ten days after Landlord makes written demand. The security deposit will be applied first to any non-rent items, including late charges, returned check charges, repairs, brokerage fees, and periodic utilities, then to any unpaid rent.

- VACATION OF PREMISES:** The Tenant will pay the rent at the times and in the manner aforesaid, and at the expiration of the term will peacefully yield up to the Landlord said premises in as good order and repair as when delivered to him or as it may be put by the Landlord.
- USE AND OCCUPANCY:** The Premises shall be used and occupied solely by Tenant and Tenant's immediate family, consisting of 3 leased tenants exclusively, as a private single family dwelling, and no part of the Premises shall be used at any time during the term of this Indiana Lease Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
- COMPLIANCE WITH LAW:** Tenant agrees that during the term of the lease, that they shall promptly comply with any present and future laws, ordinances, orders, rules, regulation, and requirements of the Federal, State, County, City and Municipal government or any of their departments, bureaus, boards, commissions and officials thereof with respect to the premises, or the use or occupancy thereof, whether said compliance shall be ordered or directed to or against Tenant, LANDLORD or both. Failure to do so could result in the termination of the lease agreement and acceleration of the remainder balance of the lease terms.
- ASSIGNMENTS AND SUBLETTING:** This Lease shall not be assigned in whole or in part, nor the premises underlet in whole or in part, nor shall any concession or license to use the premises in whole or in part be given without the written consent of the Landlord hereon endorsed, and such consent having been given, the Tenant shall, nevertheless, remain primarily liable to perform all covenants and conditions hereof.
- ABANDONMENT:** If Tenant shall abandon or vacate said premises before the end of the term or any other event happens entitling Landlord to take possession thereof, Landlord, may at its option, take possession of the premises, and relet same without such action being deemed an acceptance or a surrender of this Lease, or in any way terminating the Tenant's liability hereunder, and Tenant shall remain liable to pay the rent herein reserved, less the net amount realized from such reletting, after deduction of any expenses incident to such repossession and reletting.
- FIRE AND UNSAFE BUILDING:** If the demised premises is so injured by fire or other casualty not occurring through Tenant's fault that the demised premises are rendered wholly unfit for occupancy, and said premises cannot be repaired within One Hundred Twenty (120) days from the happening of such injury, then this Lease shall cease and determine from date of such injury. In such case, Tenant shall pay the rent apportioned to the time of injury and shall immediately surrender the leased premises to Landlord, who may

enter upon and repossess the same. If such injury can be repaired within One Hundred Twenty (120) days thereafter, Landlord may enter and repair, and this Lease shall not be affected, except that the rent shall be apportioned and suspended while such repairs are being made until the premises are again suitable for occupancy.

Should Twenty-five percent (25%) or more of the premises be rendered untenable by fire or other casualty or condemnation, then Landlord at its option may cancel this Lease, written notice of cancellation to be given Tenant within Thirty (30) days after such damage, and Tenant to immediately surrender possession.

13. **TRANSFER BY OPERATION OF LAW:** In event said premises or any part thereof come into possession or any receiver, assignee, trustee in bankruptcy, sheriff, or other officer, by and through any court process, or by operation of law, Landlord may at his option terminate this Lease at any time thereafter by notice to said Tenant, and may accept rent from such receiver, trustee, assignee or officer, without effecting or impairing his rights to so terminate this Lease at any time thereafter or impairing any other right of Landlord under this Lease.

14. **ALTERATIONS:** No alterations, changes in, or improvements to the demised premises shall be made by the Tenant without the written consent of the Landlord thereto. The Landlord reserves the right, before approving any such changes, additions, or alterations, to require the Tenant to furnish him a good and sufficient bond, conditioned that it will save Landlord harmless from the payment of any claims, either by way of damages or liens. All of such changes, additions, or alterations shall be made solely at the expense of the Tenant; and the Tenant agrees to protect, indemnify and save harmless the Landlord on account of any injury to third persons or property, by reason of any such changes, additions, or alterations, and to protect, indemnify and save harmless the Landlord from the payment of any claim or any kind or character on account of bills for labor or material in connection therewith.

15. **INSPECTION:** Landlord reserves the rights to enter the premises or any part thereof at all reasonable hours for inspection, alterations or additions or to exhibit the premises to prospective tenants, purchasers or others; and for any other purposes whatsoever related to the safety, protection, preservation or improvements of the premises; to constantly retain and use pass keys to the premises. The Landlord may at any time within Two (2) months preceding the expiration of the said term affix to any suitable part of the said premises a notice for letting the premises, and keep the same affixed without hindrance or molestation. The exercise of such rights by the Landlord shall never be deemed an eviction or disturbance of Tenant's use and possession of the premises and shall not render Landlord liable in any manner to Tenant or to any person on the premises.

Property manager will conduct an inspection at the six month mark in the lease. Tenant will be given 5 days notice of inspection.

16. **RIGHTS ON DEFAULT:** If Tenant shall abandon or vacate the premises or if Tenant shall fail to pay any installment of rent when due, or if Tenant shall fail to observe and perform any of the other conditions, agreements, rules or provisions of this Lease, it shall be lawful thereupon, without notice or demand and without any legal process, for Landlord to re-enter and repossess the premises, and to take exclusive possession of and remove all property therefrom, and any and all right of Tenant shall immediately cease and terminate. Landlord is hereby given the first lien upon any and all property of whatsoever nature, which shall come in or upon the leased premises, to secure the due payment of rent or other liability accruing hereunder, and upon failure of Tenant to pay any part of such rent or other liability, the Landlord, without notice or demand, may possess and sell said property, without legal process of any kind, at either public or private sale, after One (1) publication of a notice thereof in some daily newspaper published in the City where the premises are located, not less than Ten (10) days before such sale, and may apply the proceeds of such sale to the payment of the expenses thereof and to the discharge of the rent or other liability unpaid, and held the balance of the proceeds, if any, for the account of the Lessee. The failure on the part of the Landlord to re-enter or repossess the premises, or the exercise of any of its rights hereunder upon any default, shall not be deemed a waiver of any of the terms and conditions of this Lease, and shall not preclude the Landlord from the exercise of any of such rights upon any subsequent default or defaults. This paragraph shall not in any manner limit the rights of the Landlord to pursue whatever remedies, legal or equitable it may have, to hold the Tenant liable for any breach or default of the terms and conditions of this Lease.

17. **ATTORNEY'S FEES:** The Tenant shall pay all reasonable attorneys' fees and expenses of Landlord (including agent's fees) incurred in enforcing any of the obligations of the Tenant or his assigns under this Lease, or in any litigation or negotiation in which the Landlord shall, without its fault, become involved through or an account of this Lease. All payments to be made by the Tenant hereunder shall be made without relief from valuation and appraisal laws of this or any other state.

18. **LANDLORD'S NON-LIABILITY:** Tenant shall indemnify and hold harmless Landlord from and against any and all damages, claims, and liabilities arising from or connected with Tenant's control or use of the leased premises. The indemnification shall not include any matter for which the Landlord is effectively protected against by insurance. If landlord shall, without fault, become a party to litigation commenced by or against Tenant, then Tenant shall indemnify and hold Landlord harmless. The indemnification provided by

this section shall include Landlord's legal costs and fees in connection with any such claim, action or proceedings. Tenant does hereby release Landlord from any and all liability from any accident, damage or injury caused to person or property on or about the leased premises.

19. **TENANT'S LIABILITY:** The Tenant agrees to be responsible for any damage to the property of the Landlord which may result from any use of the premises, or any act done thereon by the Tenant or any person coming or being thereon by the license of the Tenant, expressed or implied and will also save the Landlord harmless from any liability. The Tenant agrees to save the Landlord harmless from all costs, damages or losses resulting from their conduct or acts relating to or in and about the leased premises.
20. **SERVICES:** Landlord agrees to furnish the facilities for Tenant's use of electric energy, water and gas, as in its judgment is reasonably necessary for the comfortable use and occupation of the premises, but no failure to furnish the water and/or other facilities, except as a result of the willful neglect of the Landlord, shall be construed as an eviction of Tenant or work on abatement of the rent, or in any wise render Landlord liable for damages, either to persons or property suffered by the Tenant, his employees, licensees, invitees, by reason of any such failure, or release Tenant from the prompt fulfillment of any of his covenants under this Lease. It is further agreed that Tenant shall pay all expenses in connection with his use of electricity, gas, water, sewer, cable and telephone utility services on the leased premises.
21. **CONDITIONS:** This Lease is made upon the following express conditions, each of which Tenant covenants will be kept, observed and performed, throughout the term of the Lease, and any violation of any thereof, if followed by notice so declared, given by the Landlord, and served upon the Tenant, or left upon the leased premises, shall terminate this Lease, and the estate hereby granted, which is to say:
- (a) Tenant has examined the premises before signing Lease and agrees that the premises, equipment (**including smoke detectors**), grounds and garage, and the room or rooms of the property and all appliances furnished are in good and satisfactory condition.
 - (b) Carpets or any other kind of floor covering materials which are nailed or cemented to any of the floors shall become the sole property of LANDLORD on the expiration of the Lease. No holes shall be made in walls or woodwork. No radio or television mast or antennae shall be erected on the building.
 - (c) No dogs, or other animals, shall be kept or harbored, in the leased premises, unless the same, in each instance shall be expressly permitted in writing, by the Landlord.
 - (d) The Tenant covenants and agrees that at no time will more than 3 persons be housed in the premises permanently.
 - (e) Tenant shall continuously maintain at his/her own expense, the premises during the term of this Lease, in as GOOD AND CLEAN AND SATISFACTORY a condition as when the Tenant took possession or as it may be put by the Landlord. Furthermore, at the expiration or termination of this Lease or any extension thereof, the premises shall be delivered to the Landlord in said good and clean and satisfactory condition and upon default of this condition, the Landlord may as the Landlord's agent, restore said premises to such condition and obligate the Tenant therefore. Natural wear and Acts of God excepted. Natural wear is that wear which would foreseeably result from a careful use of property as if it were one's own and with due regard to its preservation and good order. Any damage from smoking is not considered Natural wear.
 - (f) The Tenant gives Landlord or its agents prompt notice of any defects or breakage in the structure, equipment or fixtures of said premises.
 - (g) No equipment shall be installed that requires alterations of or additions to the physical structure, electrical system or plumbing of the premises without written consent of the Landlord.
 - (h) The Tenant will at the termination hereof and prior to surrender of possession, have the premises professionally cleaned and in the event of failure to do so, the Tenant will pay Landlord the cost of having the premises cleaned in sum of \$500 taken from security deposit.
 - (i) That upon termination thereof surrenders all keys to door locks and in the event of failure to do so pay Landlord the cost of replacing them.
 - (j) That he/she will take care of the premises, maintain equipment, including smoke detectors and fixtures and make good any injury thereto done by him, and will reimburse Landlord for any damage caused by the escape or overflow of water resulting from his negligence.
 - (k) The Tenant will be responsible for snow removal including keeping the walks and driveway clear of snow and ice,
 - (l) LANDLORD is responsible for cutting the lawn
 - (m) That the Tenant will not drive nails into the walls of said premises nor in any manner deface or injure the walls, windows, cabinets or woodwork, and in the event of such damage or injury he shall without demand have the same repaired at his own expense.
 - (n) The Tenant will be responsible for all maintenance (interior and exterior) including repairs to appliances and changing of light bulbs that are necessary.
 - (o) Parking for Tenant and guests for the leased premises is provided on the street.
 - (p) Keep all air conditioning filters clean and free from dirt

- (q) Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- (r) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use the same only for the purposes for which they were constructed. Tenants shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;

22. **DISTURBANCE OF PEACE:** If the Landlord, at any time, shall deem the occupants of the leased premises, or their conduct, objectionable or improper, and if the Landlord shall give the Tenant five (5) days previous notice of Landlords intention to terminate the Lease, then, in such event, this Lease and the term hereby created shall, at the expiration of such period of five (5) days, cease, terminate and come to an end, anything to the contrary hereof notwithstanding; and the Landlord shall, in such event, be entitled to regain and retake possession of the demised premises, either with or without legal process, and without liability to prosecution or damages, on account thereof.

23. **RULES AND REGULATIONS:** Landlord reserves the right to make such rules and regulations as in its judgment may from time to time be needful and proper, and upon delivery of the same to Tenant either in person or by mail, they shall become binding upon the Tenant.

24. **COVENANT OF QUIET ENJOYMENT:** Landlord covenants that the Tenant on paying the rent and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the leased premises for the term aforesaid. The covenants and agreements contained in the foregoing Lease are binding upon the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns.

25. **NOTICES:** All notice to be given hereunder by either party shall be in writing and given by personal delivery to the Landlord or the Tenant, or shall be sent by Certified Mail addressed to the party intended to be notified at the post office address of such party last known to the party giving such notice. Notice given as aforesaid shall be sufficient service thereof and shall be deemed given as of the date when deposited in any post office or in any post office box regularly maintained by the United States Government.

26. **GENERAL COVENANTS:** It is understood that the term Landlord and Tenant, as used herein shall be construed to mean Landlords and Tenants where there is more than one and the necessary grammatical change required to make the provisions hereof apply either to corporation or individuals, man or woman, shall in all cases be assumed as though legally expressed.

27. **LEAD-BASED PAINT:** If this housing was built before 1978: Tenant has received a copy of the Lead-Based Paint Certification & Acknowledgement. Yes (**Tenants initials**)

28. **SMOKE DETECTORS:** Indiana Law (IC 22-11-18-3.5) requires that the Landlord 1) install a required smoke detector; and 2) replace or repair a required smoke detector, within seven (7) working days after the owner, manager, or rental agent is given written notification of the need to replace or repair. At the time Landlord delivers the Property to Tenant, Landlord shall require Tenant to acknowledge in writing the Property is equipped with a functional smoke detector (IC 32-31-5-7). Indian law (IC 32-31-7-5(6)) requires the Tenant to ensure that each smoke detector remains functional and is not disabled. Tenant shall replace batteries in any smoke detector(s) as necessary or, if the smoke detector is hard wired in the Property's electrical system and is not functional, Tenant must provide notice to the Landlord.

29. **SEX OFFENDER:** The Indian Sheriff's Sex Offender Registry (www.indiansheriffs.org) exists to inform the public about the identity, location and appearance of sex offenders residing within Indiana. Owner, manager or rental agent, is not responsible for providing or verifying this information.

30. **ANIMALS:** THERE WILL BE NO ANIMALS, unless authorized by a separate written Pet Addendum to this Residential Lease Agreement. Tenants shall not permit any animal, including mammals, reptiles, birds, fish, rodents, or insects on the property, even temporarily, unless otherwise agreed by a separate written Pet Agreement. If the tenant violates the pet restrictions of this Lease, Tenant will pay to the Landlord a fee of \$50 per day per animal for each day Tenant violates the animal restrictions as additional rent for any unauthorized animal.

Landlords may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal.

Landlords will not be liable for any harm, injury, death, or sickness to any unauthorized animal. Tenant is responsible and liable for any damage or required cleaning to the Property caused by any unauthorized

animal and for all costs Landlord may incur in removing or causing any unauthorized animal to be removed. Tenants are recommended to carry pet insurance to cover the cost of damages or liability caused by animals.

31. **SEVERABILITY:** If any provision of this Indiana Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Indiana Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
32. **NON-WAIVER.** No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this Indiana Lease Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.
33. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Indiana Lease Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

This Lease embodies and contains the entire agreement between the parties and no statement or promises or undertakings have been made by Lessor and no alteration of the terms or conditions of the Lease shall be valid unless made in writing.

IN WITNESS WHEREOF, we have hereunto set our hands and seals in duplicate this day and year first above written.

READ THIS LEASE BEFORE SIGNING

TENANT: Muhammad Hassam Aslam Khan

DATE: 29-July-23

SIGNATURE:



LANDLORD: LINDSEY PETITT
PROPERTY MANAGER
AGENT OF LANDLORD

DATE:

SIGNATURE

All rental payments are due at 156 E. Market Street, Mezzanine Level, Indianapolis, Indiana 46204, or such other place as Landlord may from time to time designate in writing. Brad will accept check, money order, or VENMO