

भारतीय गैर न्यायिक

बीस रुपये

भारत

Rs.20

₹.20

TWENTY
RUPEES

INDIA NON JUDICIAL

11501
30/11/2017

Dr. Sukumar Devotta
Chennai - 95

51AB 115351

S.P. VINOTH KUMAR
S.P.
STAMP VENDOR
L. No. 17073/B2/2014
No. 48, OFFICERS' COLONY,
PORUR, CHENNAI - 600 016.

This AGREEMENT OF LEASE is made and executed on this 1st day of DECEMBER, 2017 at Chennai...

BETWEEN Dr. Sukumar Devotta, a resident Indian for self dated DEC 2017, presently residing at T2/301 Skycity, Vanagaram Ambattur Road, Vanagaram, Chennai 600095.and aged 69 yrs hereinafter called the LESSOR (Flat Owner) (which expression shall wherever the context permits, means and include his/ her heirs, successors, assigns, executors and administrator) of the ONE PART

And

SHREYA GUPTA aged 22 years and PRIYA SHARMA aged 22 years, herein after called the LESSEE (Tenant) (which expression shall wherever the context permits, means and include his/ her heirs, successors, assigns, executors and administrator) of the OTHER PART.

Tayarani Devotta

WHEREAS the LESSOR is the exclusive and legal owners of a residential flat at PRESTIGE BELLA VISTA TOWER 1B FLAT NO 1017 GROUND FLOOR MEASURING 1166 SQ FT and absolutely seized and possessed of and otherwise well and sufficiently entitled to the above referred property described in detail under the SCHEDULE OF PROPERTY, hereinafter called the "SAID PREMISES"

AND WHEREAS THE LESSOR is desirous of giving the said premises on LEASE.

AND WHEREAS THE LESSEE is in need of premises for temporary use and has approached the LESSOR to allow him to use and occupy the said flat on Lease basis for a period of 11 (Eleven) months only.

AND WHEREAS the LESSOR has agreed to allow the LESSEE to use and occupy the said flat for their personal use only on Lease basis for a period of 11 (Eleven) months from 1ST OF DECEMBER 2017. on terms and conditions mutually agreed upon by both the parties hereinafter appearing.

IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The LESSOR hereby grants to the LESSEE a LEASE to occupy the SAID PREMISES without creating any tenancy right or any other rights, title and interest in favor of the LESSEE.
2. The LESSOR shall be deemed to be in judicial possession of the SAID PREMISES and the LESSEE will use and occupy the premises with the LEASE of the LESSOR. The SAID PREMISES shall always remain with the LESSOR and the LESSEE is only permitted to use the premises for residential purpose under this agreement not for any other purpose.
3. It is hereby agreed between the parties hereto that at all time the possession of the SAID PREMISES shall be of the LESSOR alone and the LESSEE shall have only the right to use and occupy the SAID PREMISES for the period mentioned herein. The LESSOR shall give a set of keys of the SAID PREMISES which shall remain with the LESSEE till the expiry or earlier termination of this agreement. It is agreed that the keys have been given to the LESSEE only for the purpose of use as per the terms of this Agreement.
4. The LESSEE shall pay Rs 25,000 (Rupees Twenty five thousand only) per month as Monthly Rent for the use and occupation of the SAID PREMISES INCLUSIVE OF MAINTENANCE for a period of 11 (Eleven) months, The Monthly Rent shall be payable to the LESSOR, before 5th Calendar day of every month for the previous month.
5. It is agreed by the parties hereto that the LESSEE shall deposit and keep deposited with the LESSOR interest free, a sum of Rs1,00,000 (Rupees One lakh only) as security deposit for performance of the terms and conditions contained in this Lease Agreement. The LESSOR agrees that the said interest free security deposit shall be refunded upon the termination of Lease Agreement and upon handing over the vacant and peaceful possession of the SAID PREMISES to the LESSOR by the LESSEE.

Jasprini Devta



6. If the LESSEE vacates the SAID PREMISES before the expiry of this lease agreement i.e. 11 months of the LEASE agreement, LESSEE shall pay a penalty for the unfinished agreement period, subject to a maximum of TWO MONTHS Rent.
7. In case the LESEE wishes to renew the Agreement beyond the said agreement period, the LESSOR shall have the right to reject or consider but subject to the condition that the LESSEE agrees to increase of the rent by a minimum of 10%.
8. It is also clearly agreed between the parties that in the event of the LESSEE failing or neglecting to remove themselves or their articles and effects from the said premises on expiry or sooner termination of this agreement without prejudice to any other remedy available to the LESSOR, the LESSOR shall be entitled to hold the said security deposit free of interest until such compliance
9. Notwithstanding anything to the contrary contained herein, if on the termination of the said Lease Agreement, if the LESSEE is ready and willing to give peaceful possession of the said premises to the LESSOR but the LESSOR does not refund the Security Deposit for any reason whatsoever, despite the written notice being received from the LESSEE then in such event without prejudice to any other right/remedy available :-
 - a. The LESSEE shall be entitled to retain/possess the Leased Premises without being liable to pay the compensation effective from that date till the time LESSOR refunds the said Security Deposit to the LESSEE with the accrued interest.
 - b. The LESSOR shall become liable to pay interest to the LESSEE on the said Security Deposit at the rate of 10% per annum from the date the LESSEE is ready and willing to give vacant and peaceful possession.
10. The LESSEE shall not make or permit to do any alteration or addition to the construction or arrangements (internal or external) to the SAID PREMISES without previous Written consent from the LESSOR and MASOWN.
11. The LESSEE hereby admits and confirms that no tenancy rights nor any right, title or interest in the nature of tenancy nor any other interest whatsoever are hereby created by this Agreement in favor of the LESSEE for the SAID PREMISES.
12. That the LESSEE shall not claim any tenancy right and shall not part with the possession of the said premises to any outsider except the LESSOR and shall not transfer, assign, sublet or grant any lease or sub lease in respect or part with the possession of the SAID PREMISES or any part thereof and also shall not mortgage or raise any loan against the SAID PREMISES.
13. The LESSEE shall maintain the SAID PREMISES in its existing condition including fitting, fixtures etc (as referred in Annexure I under Schedule of Property) breakage, if any, caused to the SAID PREMISES the same shall be repaired by the LESSEE at its own cost subject to normal wear and tear. Any un-repaired damage will be recovered from Security Deposit amount.

14. The LESSEE shall keep the SAID PREMISES in good condition and shall hand over peaceful and vacant possession thereof to the LESSOR on the termination of this agreement, as aforesaid. However, any repairs in the SAID PREMISES which are to be carried out by the LESSEE hereinafter informing to the LESSOR, in writing, will be entirely at the cost of LESSEE.
15. That the LESSEE shall pay all other charges towards Gas, Electricity bills, Telephone, Cable TV, Internet rentals as actuals and similar charges for the SAID PREMISES to the authorities concerned. Any penalty levied by these agencies due to any delay in payment/non payment shall be borne by LESSEE. If the LESSOR has incurred any charge on account of delay or default arising from delayed or nonpayment of the said outgoings shall be liable to be deducted from the Security Deposit.
16. The LESSEE has to pay the existing SHIFT-IN charges, if any, to PRESTIGE BELLAVISTA while moving into the complex and also towards the existing SHIFT-OUT charges to PRESTIGE BELLAVISTA and get a NO DUES CERTIFICATE from PRESTIGE BELLAVISTA before vacating the Premises.
17. That the LESSEE shall on reasonable notice given by the LESSOR give access to the LESSOR or his/her representative to enter, view and inspect the SAID PREMISES for purpose of inspection at reasonable intervals.
18. It is also agreed by and between the parties that if the LESSEE commits default in regular and punctual payments of monthly rent as herein before mentioned or commits breach of any of the terms, covenants and conditions of this agreement or if any legislation prohibiting or restricting the LEASE is imposed or impounding, the LESSOR shall have all the rights to revoke the LEASE agreement forthwith and on such revocation being notified to the LESSEE in writing, the LESSEE shall within one month from date of such notice of revoking the lease addressed to them at the address hereinabove shall vacate themselves from the SAID PREMISES.
19. **DEFAULT IN PAYMENT:** That if the LESSEE fails to pay the agreed monthly rent to the LESSOR for two consecutive months on the due date, or if any of the terms and conditions herein contained are not performed or observed, the LESSOR shall be at liberty to terminate this agreement without payment of any compensation and shall be entitled to enter upon the SAID PREMISES and for the purpose to break open any doors, locks or bolts to get entry in the SAID PREMISES and thereupon the LESSEE or any person on its behalf occupying the SAID PREMISES shall handover quiet, peaceful and vacant possession of the SAID PREMISES to the LESSOR. It is distinctly agreed and understood between the parties that such action taken by or on behalf of the LESSOR to enter upon the said premises in the manner aforesaid shall be valid and lawful and the LESSEE shall raise no objection thereto or question the same in any court of law.
20. The LESSOR or the LESSEE can terminate this agreement by giving two month notice for vacating the SAID PREMISES unconditionally during the leased period referred herein.
21. In case of any unlawful activities prohibited by State or Central Government is detected as being carried out on the SAID PREMISE, the LESSEE shall be liable for consequences following therefrom and the LESSOR shall be deemed to be not liable for punitive consequences whatsoever, and in such a case the said Lease would be terminated and the LESSEE has to vacate the SAID PREMISES with immediate effect.

S. Agarwal

B. J.

- 22 It is further agreed between the LESSOR and the LESSEE that the LESSEE shall not do or suffer to be done anything in the said premises which is or is likely to be nuisance or annoyance to the other occupants of the said building and/or said Apartment or to the prejudice in any manner to the rights of LESSOR in respect of SAID PREMISES. The LESSOR shall have full right to prevent entry by the LESSEE, his nominee, agents and others upon the SAID PREMISES upon any such causing of nuisance, annoyance which **PRESTIGE BELLAVISTA** will bring to the notice of LESSOR of the flat.
- 23 The LESSOR shall handover one set of keys of the SAID PREMISES only after receiving the Security Deposit in advance and upon execution of this agreement.
- 24 The LESSOR has agreed to provide one covered parking space and the LESSEE can park both his/her car and his/her two-wheeler also. The LESSEE should get car sticker for Vehicles from **PRESTIGE BELLAVISTA** by paying appropriate charges, if any.
- 25 The LESSEE also agrees to comply with the rules, regulations and guidelines of **PRESTIGE BELLAVISTA** issued from time to time which is applicable to both owners and tenants in the complex.
- 26 The LESSOR on signing the Lease agreement should submit a copy of the same to **PRESTIGE BELLAVISTA** office.
27. The LESSEE has also agreed to pay Gas, Electricity and other utility charges as applicable to the appropriate agencies or **PRESTIGE BELLAVISTA** directly.
28. On expiry or termination of this agreement, the LESSOR will refund the interest free deposit of LESSEE after adjusting any arrears of rent or other charges due to the LESSOR and **PRESTIGE BELLAVISTA** as mentioned in the above clauses.
29. ADDRESS FOR COMMUNICATION: That any communication made by and between the parties at the address mentioned above shall be deemed to have been duly received in due course of time.
30. Any dispute in connection with this Lease Agreement shall be subject to Court(s) of Chennai jurisdiction.

IN WITNESS WHEREOF, the parties have hereunto put their hands and seal on this day of 1st DECEMBER 2017.

SIGNED SEALED AND DELIVERED
By the within named LESSOR

Tayyamani Devotta

In the Presence of WITNESS:

M. G. S.

SIGNED SEALED AND DELIVERED
By the within named LESSEE

E. S.

In the Presence of WITNESS:

K. M.

SCHEDULE OF PROPERTY

Address: Tower 1B Flat No. 1017, Prestige Bella vista, Mount Poonamallee High Road, Chennai - 600056 consisting of 2 Bedrooms, 2 bathrooms, One Hall cum Dining room, One Kitchen, One Balcony, and Car Park Slot No 620 located in the Lower Basement (B2) of Cluster 2 (Stilt and covered).

ANNEXURE 1

The list of **Fittings and Fixtures** in the **SAID PREMISES** is as follows:

Drawing Cum Dining Room: 2 TR Split AC (with an outdoor unit), Ceiling Fan (2), Tube Light (2), Wash Basin (with covered base), Calling Bell with View Monitor and Wall Mirror

Bedroom 1: One 1.5 TR Split AC (with an outdoor unit), One Ceiling Fan, One Tube Light, One Fitted Wardrobe

Bedroom 2: One 1.5 TR Split AC (with an outdoor unit), One Ceiling Fan, One Tube Light, One Fitted Wardrobe

Bathroom with Glass partition (attached to Bedroom 1): Showers (including a hand shower) with hot and cold water, One Western Commode, One Wash Basin (with covered base), One Wall Mirror Unit, One Towel Rail, One Hand Towel Holder, One Exhaust Fan and One Electric Geyser

Bathroom with Glass partition (attached to Drawing Room): Showers (including a hand shower) with hot and cold water, Western Commode, Wash Basin (with covered base), One Wall Mirror Unit, One Towel Rail, One Hand Towel Holder, One Exhaust Fan and One Electric Geyser

Kitchen: Fitted cupboards, One Fitted Gas Stove, One Fuming Hood with Exhaust, One Ceiling Fan, One LED Ceiling Light, One Exhaust Fan
Balcony with Split AC Outdoor Units (2) and Clothe Drying Hanger

Taygarani Devotta