

TENANCY AGREEMENT

This Tenancy Agreement is made in duplicate on the date

BETWEEN

Sahaj Holdings (Pty) Ltd, a company incorporated under the laws of Seychelles, having its registered office at Providence, Mahe, and represented by **Narendra Kumar Raghvani of Providence, Mahe, Seychelles** (hereinafter called the "Landlord" on the one part.

AND

TONY TAN (PASSPORT NO: N0177974) of,

ILE SOLEIL ,ANSE AUX PINS (hereinafter called the "Tenant" of the other part.

1.0 DEFINITIONS AND INTERPRETATIONS

Unless the context requires otherwise, the words and expressions in this Tenancy Agreement shall have the following meanings.

"LANDLORD" means the grantor of the Tenancy under this agreement, including the persons deriving title under it.

"TENANT" means the other party to this Tenancy Agreement including the person deriving title under it.

"PROPERTY" means the *Two bedroom apartment* situated at Ile Soleil Seychelles.

"DEMISED PREMISES" means the property together with the land on which it is built.

WHEREAS, the landlord is the absolute owner in possession of the consisted Two bedroom apartment (hereinafter referred to as the "property") situated at Ile Soleil, Seychelles.

WHEREAS, the Landlord is desirous of renting the demised premises Ile Soleil, Seychelles.

WHEREAS, the Tenant agrees to take possession and occupation of the demised premises to be used for private purpose as housing accommodation on the terms and conditions specified herein below;

Now therefore, the parties agree as follows:

2.0 TERM OF THE TENANCY

The Landlord shall rent and the tenant shall take possession of the property together with the fixtures, fittings, therein, (as per rental condition checklist inventory specify in schedule one) for a term of **1 Year** commencing on the**01/11/2025**.....

3.0 RENT

3.1 The rent shall be in the sum of (**SR20,000.00**) **Seychelles Rupees Twenty Thousand only** per month, paid in advance, on the first day of each calendar month.

3.2 The Landlord shall handover possession of the said demised premises to the tenant upon the fulfillment of an inspection of the premises by both parties or their agents or their representatives and the condition of the premises recorded on a Rental Unit Condition Report and signed by both persons present at the inspection.

4.0 SECURITY DEPOSIT

The landlord acknowledges receipt from the tenant of a security deposit of **SR20,000** on.....

Conditions

- Smoking is permitted on balconies ONLY,
- All keys/remotes/Key cards must be returned at the termination of the Lease Agreement or there will be a deduction of SCR 250 per key/SCR1000 per remote/SCR50 per key card from the damage deposit,
- Must notify in writing to *Sahaj Holdings Pty LTD* for extended leave (over 3 weeks),
- Yearly inspection and walk-through. An inspection of the premises shall be made by both parties or their agents or their representatives and the condition of the premises recorded on a Rental Unit Condition Report and signed by both persons present at the inspection. The inspection shall be made prior to the commencement of the Tenancy Agreement and may be referred to in deciding, the disposition of the Security Deposit at the termination of the Tenancy, no guarantee of alterations, redecorations or remodeling will be provided unless noted on the Condition Report at the time of the inspection by both parties present.
- **NO PETS ALLOWED**
- Maximum occupancy of 4 people
- The Tenant shall not alter the structure of the property nor erect any building whether temporary or permanent, on any land forming part of then demised premises.

5.0 SERVICES AND FACILITIES

The Tenant shall pay all Utility bills including, electricity and water during the term of the Tenancy, and at the end of the tenancy.

6.0 USE OF RENTAL UNIT FOR RESIDENTIAL PURPOSE ONLY

The tenant agrees to use the rental unit and residential complex for residential purposes only and shall not carry on, or permit to be carried on, any trade or business in the rental unit without the written consent of the Landlord.

7.0 DISPUTES AND ARBITRATION

In the event of any dispute between the Landlord and Tenant, either or both parties may refer the dispute to the Rent Board who, it is understood, will endeavor to settle the dispute by mediation.

8.0 CARE BY TENANT

8.1 The Tenant is responsible for the ordinary cleanliness of the rental premises this includes replacing any burnt out light bulbs, amenities and facilities, including the removal of waste and refuse from the balcony, patio or any immediately adjacent walkway, and for the repair or replacement of all items damaged, broken or lost caused by the willful or negligent conduct of himself or of any persons who are permitted on the premises by law (excluding all reasonable wear and tear).

8.2 The Tenant shall not use or permit the use of any oil/petrol paraffin appliances on the rented property, nor allow any other hazardous materials or any highly flammable liquid to be stored on the demised premises.

9.0 BEHAVIOUR

The Tenant, his family or his guests will take all reasonable precautions to avoid causing a nuisance or disturbance to other tenants in the same building or complex.

The Tenant shall not do or suffer to be done in the Premises any act, deed, matter or thing which may cause nuisance or annoyance to the Landlord, Staff or the other occupiers of the building.

The Tenant and his guests are to use the common car park outside the establishment for their Vehicles. The Tenant is not to park or block other tenant designated parking bays inside the establishment.

10.0 SUBLET/ASSIGMENT

The Tenant has no right to sublet, assign, or otherwise part with possession of the rented premises.

11.0 PRIVACY

- a) The Landlord has a right of access to the rented premises:
- To show the premises to prospective tenants at reasonable hours after a notice to terminate the tenancy has been provided by the Tenant
 - To show the premises to prospective buyers if the unit is to be sold at reasonable hours after a notice has been provided by the Landlord or the Agent
 - In the case of an emergency
 - After providing written notice to the Tenant of at least twenty-four hours prior to the time of entry, said time to be specified on the notice and to be during daylight hours
 - At a reasonable time on the day when the Tenant is required to vacate the premises in order to complete a Rental Unit Condition Report
 - If the Landlord, in good faith, believes the premises to be abandoned
- b) Nothing in this section is to be construed by either party as prohibiting entry with the consent of the Tenant provided at the time of entry.

12.0 LATE PAYMENT

In the event that the Tenant fails to remit the monthly rental payment on or before the first calendar day of the month, the Tenant will be subject to the assessment of a late payment fee of SR100.00 for the first full day following the day of the month on which the rental payment is due and payable and remains unpaid. An additional fee of SR525.00 will be charged for each full day thereafter that the rental amount remains unpaid. In the event that the Tenant remits a cheque or Automatic Deposit in payment of the monthly rental amount and the cheque or Automatic Deposit is returned as dishonoured, the Tenant will be subject to a handling charge of SR500.00 per cheque or Automatic Deposit.

13.0 LIABILITY AND INSURANCE

- 13.1 The Landlord shall in no way whatsoever be liable or responsible for any damage, however caused, to any property (including automobiles and contents thereof) belonging to or owned by the Tenant or any members of his family or to any other persons while such property is located upon the rented premises or anywhere else on the property of the Landlord. Furthermore, the Landlord shall be relieved from all liability for any damage to any such property at any time located upon the rented premises or anywhere else on the property at any time located upon the premises arising from gas, steam, water, rain or snow, which may leak into, issue or flow from any part of the rented premises or the premises of the Landlord or from the gas, water, steam or drainage pipes or plumbing works of the same or any place or quarter or for any damage caused by or attributable to the condition or arrangement of any electric or other wires or for any damage caused by anything done or omitted to be done by any occupants of the Tenant. The Landlord shall not in any way whatsoever be responsible or liable for any personal injury or death that may be suffered or sustained by the Tenant, his employee(s), any member of his family, his agents, servants, guests or other invitees who may be upon the rented premises or the premises of the Landlord or appurtenances thereto. All risks of such injury or death shall be assumed by the Tenant who shall hold the Landlord harmless and indemnified therefrom.

13.2 In the event of a breakdown of the electrical and/or mechanical systems, the Landlord will not be liable for damages or personal discomfort suffered or sustained by tenant, any member of his family, his agents, servants, guests or other invitees, but the Landlord will carry out repairs with reasonable diligence.

13.3 The Tenant shall provide the Landlord with prompt written notice of any accident or other defect in the water pipes, gas pipes or heating apparatus, telephone, electrical light or otherwise.

13.4 The Tenant shall be liable for any damages done by reason of water being left running from the taps in the demised premises or from gas permitted to escape therein.

14.0 OBLIGATIONS OF THE LANDLORD

14.1 The Landlord shall at his own expenses replace the fixtures and fittings and furniture destroyed in an event of fire.

14.2 The Landlord shall carry out the work necessary to remedy any defects on the property that interfere with the tenant peaceful and quiet enjoyment of the property.

15.0 RENEWAL OF TENANCY

15.1 The Tenancy shall be renewed automatically upon expiratory, should either party fail to notify each other one month prior to the date of the expiratory of the Tenancy that the tenancy is not to be renewed.

16.0 TERMINATION OF THE TENANCY

16.1 Either party may terminate the Tenancy Agreement by giving one months' written notice to the other party to this Agreement. Upon termination of the tenancy, the tenant shall be required to remove their personal belongings from the property. Any personal belongings left behind by the tenant will be removed by the landlord and charges for the removal will be paid to the landlord by the Tenant. No termination of this Agreement by either party will relieve Tenant of the obligation to pay any amounts accrued as of the termination date including notice period.

16.2 The Tenant shall pay rent during the termination notice period in advance or may for any renewed tenancy period, if any, at its option and advise the Landlord to adjust the same from the Security Deposit refundable to the Tenant on termination of the agreement.

16.3 The Landlord may terminate the Tenancy Agreement by serving a 3 days termination notice to the Tenant to vacate the premises within 3 days of the notice being sent, in the event the Tenant breaches Clause 9.0 & 3.1 .

HANDING OVER POSSESSION

17.1 The Tenant shall upon the expiratory or termination of the Tenancy hands over the demised premises with vacant Possession. Any damages to property ,fixtures, fittings will be deducted from the security deposit, where damages sum exceeds the security deposit sum , the Tenant is to pay the extra over amount to the landlord .

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Sign

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Narendra Raghvani

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Representative Name:

For & on behalf of
Sahaj Holdings Pty Ltd

Tel:

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WITNESS TO THE ABOVE SIGNATURE