

LEASE AGREEMENT

This Agreement of Lease is made and executed in the city of Kochi this 19th Feb 2025

BY AND BETWEEN

Mr Thomas C George, (Aadhaar No: 7554 1645 0758), residing at Chackalaparambil, Puthenangady, Near Wexco Flat, Vaikom, Kottayam, Kerala - 686001 (hereinafter called the “**Lessor**” which term shall mean and include his/her/theirs, legal representatives, executors, administrators, and assigns) of the one part.

AND

Mr. Abraham Parady Thomas, (Holding Aadhar No. 7339 2233 0110), residing at Flat No.21, 1st floor, Block No H10, Vatika India Next, Sector 82, Gurgaon, Haryana, Pin-122004 (hereinafter called the “**Lessee**” which term shall mean and include its successors and permitted assigns) of the other part.

Lessor

Lessee

WHEREAS

1. The Lessor is the sole, legal and absolute owner of the residential premises situated at **18D, Santhi Hillview Homes, Kakkanad, Kerala 682030** along with a car parking space, details of which are comprised in the Schedule hereto (hereinafter referred to as the "Demised Premises" that is more fully described in Schedule I) and of the various items of fixtures, fittings and furniture's (if any) (more fully described in **Annexure 1** attached hereto and hereinafter collectively referred to as the "said Fixtures").
2. The Lessor has agreed to lease out the Demised Premises and said Fixtures to the Lessee on the terms and conditions hereinafter stated.

THE PARTIES HERETO AGREE AS FOLLOWS:

1. LEASE PERIOD: The lease shall be for a period of **11 months effective from 1st March 2025** only. The Lessor shall have the option to renew the lease for further period(s) of 11 months. The renewal, of any, shall be by way of a fresh lease deed to be executed between the parties. However, it is agreed that for the first renewal, base rent will be increased by 7%, and the rent shall be renegotiated for the subsequent renewals.
2. Property Management: Lessor has engaged iGen Properties, Portico Down Town road, Seaport Airport road, Chitethukara, Kakkanad, Kochi -682037 to manage property and collect rent on behalf of lessor. Lessee shall consider iGen Properties as the representative of Lessor and all further communications shall be channelled through iGen Properties
3. LEASE RENT AMOUNT: The Lessee shall pay the Lessor the agreed lease rent, of **INR 22,500/- (Rupees Twenty Two Thousand Five Hundred only)** per month payable **in advance on or before the 5th day of each calendar month**. All payments shall be payable only through fund transfer to IGEN Properties LLP (Account Number: 258592899639, Account Type: Current Account, IFSC Code: INDB0000760; INDUSIND BANK LTD PALARIVATTOM, UPI: igen@indus)

Lessor

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4. Any refund to tenant shall be processed by Landlord separately. Tenant shall not deduct any money from the rent.
5. Delayed rent payments fee: Lessee is liable to pay **Rs 1,000/-** (Rupees one thousand only) as delayed payment fee in case rent payment is not done by 5th of every month.
6. **SECURITY DEPOSIT:** The Lessee agrees to pay to the Lessor a sum of **INR 67,500/- (Rupees Sixty Seven Thousand and Five Hundred only)** as non-interest-bearing refundable security deposit, receipt and satisfaction whereof shall be acknowledged by the Lessor. The said security deposit shall be repaid by the Lessor at the time of the Lessee handing over peaceful possession of the Demised premises, in the same condition as was during taking possession of the Demised premises by the Lessee, pursuant to termination or earlier termination of the lease under this Agreement. The Lessor shall return the aforesaid amount, subject to deductions that may become due and payable by Lessee to the Lessor, by way of online transfer, cheque or Demand Draft drawn in favour of the Lessee.
7. **MAINTENANCE CHARGES:** Monthly maintenance charge has been **included** in the above-mentioned rent.
8. **OPERATIONAL CHARGES:** The Lessee shall promptly pay all electricity charges, gas charges, water charges, phone, cable and internet charges (if applicable) or any other operational charges in respect of the Demised Premises, as per the bills from the concerned department, for the currency period of the lease, and shall keep the Lessor indemnified in this behalf. The Lessee shall pay KSEB charges on time as per KSEB norms.
9. Nothing in this agreement shall be construed to confer ownership rights in favour of the Lessee. Both the parties agree that there is no such intention to create ownership rights or occupation of the said Demised premises beyond the stipulated terms of this agreement. The lease is given subject to the provisions of the Kerala Rent Control Act, as amended.
10. The lease of the Demised Premises shall be for the exclusive residential use of the Lessee only.
11. The Lessee shall during the period of lease, ensure to keep the Demised Premises with all its fittings in good condition and deliver the same to the Lessor on termination or earlier determination of the Agreement.

Lessor**Lessee**

12. The day to day maintenance of the Demised Premises shall be the responsibility of the Lessee. Any major maintenance work will be brought to the notice of the Lessor and will arrange to the same with the permission and/or presence of the Lessor.
13. The Lessee shall not make any structural additions, alterations to the Demised Premises.
14. The Lessee shall not sub-let, re-let or part with the Demised Premises or any portion thereof
15. The Lessee shall not obtain any type of License, financial assistance from Banks and / or financial assistance in their name in respect of the said demised premises.
16. The Lessee shall ensure that the use of the Demised Premises shall not become a source of disturbance, noise or nuisance to any neighbour. The Lessee shall not keep or store in or upon any part of the Demised Premises any goods of a combustible, explosive or illegal nature
17. The Lessee shall observe and perform all the rules and regulations and bye-laws as to the use of the building laid down by Owners Association from time to time. Any non-compliance issues with association shall lead to immediate termination of the lease.
18. DAMAGES - The Lessee shall use all appliances, fixtures and equipment in a safe manner and only for the purpose for which they are intended and shall not litter, destroy, deface or damage or remove any part of the dwelling unit, common areas or grounds. The Lessee shall pay amounts due for repairs for major property damage caused if any (given that reasonable wear and tear expected) by the intentional or negligent conduct of the tenant, a member of the tenant's household, relatives, invitees, guests or agents upon receipt of a bill from Lessor.
19. **PERMISSION FOR ENTRY / QUARTERLY INSPECTION:** The Lessee upon sufficient notice having been given, shall permit the Lessor or iGen Properties representative/agent or Association office bearers / workers, to enter the Demised Premises in order to inspect the premises quarterly, to make major repairs or to show the premises to prospective tenants, purchasers / mortgagers of their agents. The Lessor may also enter the premises without prior consent if it appears to have been abandoned by the Lessee or in case of emergency or as otherwise permitted by law or court order.

Lessor

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20. NOTIFICATION OF TERMINATION (A): This lease can be terminated by either party to the Agreement by giving 1 (one) months' notice in writing of its intention to terminate the Agreement. In the event of termination of the lease on expiry of its term or otherwise the Lessor shall refund the security deposit lying with it within 15 days of possession of the demised premises being handed over subject to inspection and satisfaction and recovery of any cause or charges to put back the Demised Premises and said Fixtures in the condition it was at the time of taking possession by the Lessee.
21. NOTIFICATION OF TERMINATION (B): In case of non-payment of rent, the Lessor shall after giving 14 days' notice in writing have the right to terminate the Agreement and resume possession of the Demised Premises. In such an event, the Lessor shall refund the security deposit to the Lessee upon payment of the rents due from the Lessee upto the period of termination along with the interest @ 18% per annum on the amount over due till the dues are paid. The Lessor may also terminate this Lease for any act or conduct of the Lessee (s) household member or guest which entitles the Lessor to evict.
22. HANDOVER CONDITIONS ON LEASE COMPLETION / TERMINATION: On termination of the agreement, the Lessee agrees to carry out necessary maintenance like painting, cleaning, repairing any defects in electrical, plumbing or sanitary fitting. The lessee shall maintain the interior paint in the original condition. In case of damages, over and above minor wear and tear, Lessee shall bear the cost of interior painting.
23. The Lessor shall be liable for and pay the Municipal Corporation taxes and all other taxes, levies and charges payable to the local authorities in respect of the Demised Premises as and when due or demanded by the concerned authorities.
24. The Lessor is not responsible for the repairs/rectification if the defects have been due to misuse and negligence of the Lessee.
25. The Lessor shall not be responsible or liable for any theft, loss, damage or destruction of any property of the Lessee by fire, white ants, leakage, breakage or bursting of pipe, waste water, gas or electricity or the accidental giving way of any portion of the wall, roof, or any portion of the Demised premises or any other persons in the said Demised premises nor for any bodily injury to any person in the said Demised premises from any cause whatsoever.
26. Cleaning: This apartment is handed over to Tenant after professional cleaning. At the time of exit, tenant has to pay the cost towards **professional cleaning**.

Lessor

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27. The Lessor shall observe and perform all the terms and necessary conditions, agreements, covenants, and provision on which the Lessee occupies the Demised Premises and not to do, omit or suffer to be done anything whereby the Lessee's right to occupy the Demised Premises is hindered, forfeited, or affected in any prejudicial manner.
28. Any correspondence or notice required to be served hereunder shall be sufficiently served to the Lessor with an email to info@iGenProperties.in. In case of notice to the Lessee, the original copy should be handed over to the Lessee residing at the Demised Premises.
29. This Agreement shall be governed by the laws of India and the courts at Kerala shall have exclusive jurisdiction in respect of matters under this Agreement.
30. Original of this agreement is signed by both parties and retained with lessor. A photocopy of the agreement will be provided to the Lessee.

Lessor

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SCHEDULE I (DEMISED PREMISES)

All that piece and parcel of living accommodation situated at **_18D, Santhi Hillview Homes, Kakkanad, Kerala 682030** consisting of Living cum Dining Room 3 Bedrooms, 3 Bathrooms, Kitchen, Utility, 3 Balconies, 1 Cots, Cupboards, Electrical fittings, kitchen cupboards, bedroom wardrobes. And provision for one basement Car park.

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto set their respective hands on the original and one duplicate copy of this Lease Deed hereof on the day, month and year first above written in presence of the undersigned witnesses.

SIGNED and DELIVERED by

SIGNED and DELIVERED by

Lessor

Lessee

WITNESSES:

1. Signature:

2. Signature:

Name :
Address :

Name :
Address :

Furniture's List

Si No	Item	Quantity
1	AC	Lloyd 3 star - 1 ton
2	Wardrobes	In 3 rooms and Kitchen
3	Coat	1
4	Shelf	3
5	Curtain	All rooms
6	Mirror	4