**APARTMENT LEASE AGREEMENT**

**THIS AGREEMENT** (Lease ID - **1001528604173**) is made and entered into this **10** day of **12**, **2023**, by and between the Landlord known as **Luxurioz Apartments (Pvt) LTD** with a mailing address of **No 34, Palm Grove Avenue,** City of **Colombo** State of **Sri Lanaka** (hereinafter referred to as "Landlord") and the Tenant known as **A.K Udeshika Rathnathsri** with NIC **199458364988** (hereinafter referred to as "Tenant").

For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **PROPERTY**. Landlord owns the apartment which id is **301** and its improvements located at **No 34, Palm Grove Avenue,** City of **Colombo**, State of **Sri Lanaka** (hereinafter referred to as the "Property"). Landlord desires to lease the Property to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Property from Landlord upon the terms and conditions contained herein.

2. **TERM**. This Apartment Lease Agreement shall commence on **30 / 12 / 2023** and end on **31 / 01 / 2025,** at **11:59 PM** local time (hereinafter referred to as the “Term”). Upon the end of the Term, Tenant shall be required to vacate the Property unless one of the following circumstances occur:

1. Landlord and Tenant formally extend this Apartment Lease Agreement in writing or create and execute a new, written and signed Apartment Lease Agreement; or
2. Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent.

In the event that Landlord accepts new rent from Tenant after the termination date, a month-to-month tenancy shall be created. If at any time either party desires to terminate the month-to-month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least thirty (30) days prior to the desired date or the minimum time-period required by the State, whichever is less. Notices to terminate may be given on any calendar day, irrespective of commencement date. Rent shall continue at the rate specified in this Apartment Lease Agreement, or as allowed by law. All other terms and conditions as outlined in this Apartment Lease Agreement shall remain in full force and effect. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).

3. **RENT**. Tenant shall pay to Landlord the sum of **Rs 51,150.00** per month (hereinafter referred to as “Rent”) for the Term of the Agreement. The due date for Rent payment shall be the **7th day** of each calendar month and shall be considered advance payment for that month (hereinafter referred to as the “Due Date”). Weekends and holidays do not delay or excuse Tenant’s obligation to pay Rent in a timely manner.

1. **Late Rent**. If Rent is not paid within **21 days** of the Due Date, the Rent shall be considered past due and a late fee of **Rs 1500.00** of the Rent past due shall be applied for **every day** Rent is late.
2. **Returned Checks**. In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay **Rs 1000.00 to** Landlord for each such check, plus late Rent penalties, as described above, until Landlord has receivedpayment. Furthermore, Landlord may require in writing that Tenant pay all future Rent payments by cash, money order, or cashier's check.
3. **Order in which Funds are Applied**. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant, including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to Rent, regardless of any notations on a check.
4. **Rent Increases**. There will be no rent increases through the Term of the Apartment Lease Agreement. If this lease is renewed automatically on a month-to-month basis, Landlord may increase the rent during the renewal period by providing written notice to Tenant that becomes effective the month following the 30 day after the notice is provided.

4. **SECURITY DEPOSIT**. Upon execution of this Apartment Lease Agreement, Tenant shall deposit with Landlord the sum of **Rs 136,000.00** (hereinafter referred to as the “Security Deposit”) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Property during the term hereof. Landlord may place the Security Deposit in an interest-bearing account and any interest earned will be paid to Landlord or Landlord’s representative.

A. **Refunds**. Upon termination of the tenancy, all funds held by the landlord as Security Deposit may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with the terms of this Apartment Lease Agreement or 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 Property.

B. **Deductions**. Landlord may deduct reasonable charges from the Security Deposit for:

(1.) Unpaid or accelerated rent;

(2.) Late charges;

(3.) Unpaid utilities;

(4.) Costs of cleaning, deodorizing, and repairing the Property and its contents for

which Tenant is responsible;

(5.) Pet violation charges;

(6.) Replacing unreturned keys, garage door openers, or other security devices;

(7.) The removal of unauthorized locks or fixtures installed by Tenant;

(8.) Insufficient light bulbs;

(9.) Packing, removing, and storing abandoned property;

(10.) Removing abandoned or illegally parked vehicles

(11.) Costs of reletting, if Tenant is in default;

(12.) Attorney fees and costs of court incurred in any proceeding against Tenant;

(13.) Any fee due for early removal of an authorized key box; and

(14.) Other items Tenant is responsible to pay under this Lease.

If deductions exceed the Security Deposit, Tenant will pay Landlord the excess amount within ten (10) 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.

C. **Returning**. The Landlord shall return the Security Deposit to the Tenant within the requirements within the State or sixty (60) days from the end of the Term, whichever is less.

5. **USE OF PROPERTY**. The Property shall be used and occupied solely by Tenant and Tenant's immediate family, and to be used exclusively as a private single family dwelling, and no part of the Property shall be used at any time during the term of this Apartment 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 Property 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 Property.

6. CONDITION OF THE PROPERTY. Tenant stipulates, represents, and warrants that Tenant has examined the Property and that they are at the time of this Lease in good order, repair, and in a safe, clean, and tenantable condition.

7. ASSIGNMENT/SUB-LETTING. Under this Apartment Lease Agreement: (check one)

☐ - Sub-Letting Not Allowed. Tenant shall not assign this Apartment Lease Agreement or sublet or grant any license to use the Property or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting, or license shall not be deemed to be a consent to any subsequent assignment, sub-letting, or license. An assignment, sub-letting, or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Apartment Lease Agreement.

☐ - Sub-Letting Allowed. Tenant shall have the right to sublet and grant a license to other individual(s) to use the Property or any part thereof without the prior written consent of the Landlord. In the event the Tenant shall sublet the Property, notice shall be given to the Landlord within five (5) days of the Sub-Tenant’s name and address. In the event the Sub-Tenant violates any portion of this Apartment Lease Agreement, all liability shall be held against the Tenant.

8. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the buildings or improvements on the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed, or placed on the Property by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Apartment Lease Agreement.

9. NON-DELIVERY OF POSSESSION. In the event Landlord cannot deliver possession of the Property to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession and, if possession is tendered within such time, Tenant agrees to accept the demised Property and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Apartment Lease Agreement and all rights hereunder shall terminate.

10. HAZARDOUS MATERIALS. Tenant shall not keep on the Property any item of a dangerous, flammable or explosive, nature that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.

11. UTILITIES. Tenant shall be responsible for arranging for and paying for all utility services required on the Property.

**Landlord’s Signature** [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](https://esign.com/) Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name : G.W.A.J.C.Prabhasshwara

**Tenant’s Signature** [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](https://esign.com/) Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name : A.K Udeshika Rathnathsri

**Tenant’s Signature** [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](https://esign.com/) Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_