

STANDARD FORM APARTMENT LEASE (FIXED TERM)

Date: April 5th 2023Name: LMI REALTY CORP. Address: 30 Adams St.City/State/Zip: Milton, MA 02186 Phone Number: 617-296-5200Lessor, hereby leases to (Name) DIVYESH RAJPUT, VINAN PATWA & NITANT JATALE(Address/City/State/Zip) vinanpatwa95@gmail.com (Phone Number) 857-675-0869Lessee, who hereby hires the following premises, viz (Apartment/Suite) #10at (Street or Address) 29 Queensberry St. Boston, MA (Zip) 02215 (consisting of) 2 Bedall rooms known and numbered as apt 10 at 29 Queensberry St. Boston, Ma 02215for the term of 12 months, beginning September 1st 2023and terminating on August 31st 2024. The rent to be paid by the Lessee for the leased premises

shall be as follows:

RENT:**TENANT:**

This section governs rent payments. In some cases, rent payments may increase during the lease term. Please be sure that you carefully read and understand this section. Please initial here when you are certain that you understand and agree with this section.

Lessee's initials:

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VP

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A: The term rent shall be \$ 40800, payable, except as herein otherwise provided, in installments of \$ 3400, on the first day of every month, in advance, so long as this lease is in force and effect;

B: However, if in any tax year commencing with the fiscal year N/A the real estate taxes on the land and buildings, of which the leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year N/A, (herein called the "Base Year", and being the most recent year in which the Lessor has actually received a real estate tax bill for the leased premises) Lessee will pay to Lessor as additional rent hereunder, when and as designated by notice in writing by Lessor, N/A per cent of such excess that may occur in each year of the term of this Lease or any extension or renewal thereof and proportionately for any part of a fiscal year. The Lessor represents to the Lessee that the term rent set forth in the immediately preceding paragraph (A) does not reflect any real estate tax increase subsequent to the said Base Year. Notwithstanding anything contained herein to the contrary, the Lessee shall be obligated to pay only that proportion of such increased tax as the unit leased him bears to the whole of the real estate so taxed, and if the Lessor obtains an abatement of the real estate tax levied on the whole of the real estate of which the unit leased by Lessee is a part, a proportionate share of such abatement, less reasonable attorney's fees, if any, shall be refunded to said Lessee.

LESSOR AND LESSEE FURTHER COVENANT AND AGREE:

- 1)
- MAINTENANCE-**
- For maintenance, if other than lessor, contact:

Name: Hajjar Management Phone Number: 617-296-5200Address: 30 Adams St. City/State/Zip: 02186

- 2)
- ADDITIONAL PROVISIONS -**

See attached Addendum(s)

Heat & hot water is included, tenants pay for all other utilities.

Rent Checks are mailed to PO BOX 844061 BOSTON, MA 02284-4061.

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3. Heat and Other Utilities**TENANT:**

This section governs utility payments. Be sure to discuss with the Lessor those payments which will be required of you for this apartment.

The Lessee shall pay, as they become due, all bills for electricity and other utilities, whether they are used for furnishing heat or other purposes, that are furnished to the leased premises and presently separately metered, as well as for fuel oil kept in a separate tank which serves only the leased premises. The Lessor agrees to furnish reasonably hot and cold water and reasonable heat during the regular heating season (except to the extent supplied through utilities metered to the leased premises or fuel oil kept in a separate tank as stated above), but the failure of the Lessor to provide any of the foregoing items to any specific degree, quantity, quality, or character due to any causes beyond the reasonable control of the Lessor, such as accident, restriction by City, State or Federal regulations, or during necessary repairs to the apparatus shall not (subject to applicable law) form a basis of any claim for damages against the Lessor. If legally permitted, utility meters may consist of submeters installed to allocate charges incurred by the Lessor. **Payment by the Lessee for water and sewer service is subject to the provisions of the attached Water and Sewer Submetering Addendum.**

Heat & hot water is included, tenants are responsible for all other utilities.

4. Attached Forms

The forms, if any, attached hereto are incorporated herein by reference.

5. Care Of Premises

The Lessee shall not paint, decorate or otherwise embellish and/or change and shall not make nor suffer any additions or alterations to be made in or to the leased premises without the prior written consent of the Lessor, nor make nor suffer any strip or waste, nor suffer the heat or water to be wasted, and at the termination of this lease shall deliver up the leased premises and all property belonging to the Lessor in good, clean and tenantable order and condition, reasonable wear and tear excepted. No washing machine, air-conditioning unit, space heater, clothes dryer, television or other aerials, or other like equipment shall be installed without the prior written consent of the Lessor. No waterbeds shall be permitted in the leased premises.

6. Cleanliness

The Lessee shall maintain the leased premises in a clean condition. He shall not sweep, throw, or dispose of, nor permit to be swept, thrown or disposed of, from said premises nor from any doors, windows, balconies, porches or other parts of said building, any dirt, waste, rubbish or other substance or article into any other parts of said building or the land adjacent thereon, except in proper receptacles and except in accordance with the rules of the Lessor.

7. Definitions

The words "Lessor" and "Lessee" as used herein shall include their respective heirs, executors, administrators, successors, representatives and assigns, agents and servants; and the words "he", "his" and "him" where applicable shall apply to the Lessor or Lessee regardless of sex, number, corporate entity, trust or other body. If more than one party signs as Lessee hereunder, the covenants, conditions and agreements herein of the Lessee shall be the joint and several obligations of each such party.

8. Delivery Of Premises

In the event the Lessor is not able through no fault of his own to deliver the leased premises to the Lessee at the time called for herein, the rent shall be abated on a pro rata basis until such time as occupancy can be obtained, which abatement shall constitute full settlement of all damages caused by such delay, or the Lessor, at his election, shall be allowed reasonable time to deliver possession of the leased premises, and if he cannot deliver such possession within 30 days from the beginning of said term, either the Lessor or Lessee may then terminate this lease by giving written notice to the other and any payment made under this lease shall be forthwith refunded. Lessee hereby authorizes and empowers Lessor to institute proceedings to recover possession of the premises on behalf of and in the name of Lessee.

9. Eminent Domain

If the lease premises, or any part thereof, or the whole or any part of the building of which they are a part, shall be taken for any purpose by exercise of the power of eminent domain or condemnation, or by action of the city or other authorities or shall receive any direct or consequential damage for which the Lessor or Lessee shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority after the execution hereof and during said term, or any extension or renewal thereof, then at the option of either the Lessor or the Lessee, this lease and said term shall terminate and such option may be exercised in the case of any such taking, notwithstanding the entire interest of the Lessor and the Lessee may have been divested by such taking. Said option to terminate shall be exercised by either the Lessor or the Lessee, by giving a written notice of exercise of such option to terminate in the manner described in Section 17 of this lease. Said option to terminate shall not be exercised by either party (a) earlier than the effective date of taking, nor (b) later than thirty (30) days after the effective date of taking. The mailing of the notice of exercise as set forth hereinabove shall be deemed to be the exercise of said option; and upon the giving of such notice, this lease shall be terminated as of the date of the taking. If this lease and said term are not so terminated, then in case of any such taking or destruction of or damage to the leased premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent hereinbefore reserved, according to the nature and extent of the damage to the leased premises, shall be suspended or abated until, in the case of such taking, what may remain of the leased premises, shall have been put in proper condition for use and occupation. The Lessee hereby assigns to the Lessor any and all claims and demands for damages on account of any such taking or for compensation for anything lawfully done in pursuance of any public authority, and covenants with the Lessor that the Lessee will from time to time execute and deliver to the Lessor such further instruments of assignment of any such claims and demands as the Lessor shall request, provided however that the Lessee does not assign to the Lessor any claims based upon Lessee's personal property or other improvements installed by Lessee with Lessor's written permission.

10. Fire, Other Casualty

If the leased premises, or any part thereof, or the whole or a substantial part of the building of which they are a part, shall be destroyed or damaged by fire or other casualty after the execution hereof and during said term, or any extension or renewal thereof, then this lease and said term shall terminate at the option of the Lessor by notice to the Lessee. If this lease and said term are not so terminated, then in case of any such destruction of or damage to the leased premises, or to the common areas of the building customarily used by the Lessee for access to and egress from the leased premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the rent hereinbefore reserved, according to the nature and extent of the damage to the leased premises, shall be suspended or abated until the leased premises shall have been put in proper condition for use and occupation. If the leased premises or such common areas have not been restored by the Lessor to substantially their former condition for use and occupancy within thirty days after the damage occurred, the Lessee may terminate this lease by giving notice to the Lessor within thirty days following the termination of the thirty day period within which the Lessor failed to restore. If either party gives notice of intention to terminate under this section, this lease shall terminate on the last day of the then-current monthly rental period.

11. Disturbance, Illegal Use

Neither the Lessee nor his family, friends, relatives, invitees, visitors, agents or servants shall make or suffer any unlawful, noisy or otherwise offensive use of the leased premises, nor commit or permit any nuisance to exist thereon, nor cause damage to the leased premises, nor create any substantial interference with the rights, comfort, safety or enjoyment of the Lessor or other occupants of the same or any other apartment, nor make any use whatsoever thereof than as and for a private residence. No signs or other articles shall be hung or shaken from or affixed to the windows, doors, porches, balconies, or exterior walls or placed upon the exterior windowsills without the Lessor's prior written consent in each instance.

12. Governmental Regulations

The Lessor shall be obligated to fulfill all of the Lessor's obligations hereunder to the best of the Lessor's ability but the Lessee's obligations, covenants and agreements hereunder shall not (subject to applicable law) be affected, impaired or excused because the Lessor is unable to supply or is delayed in supplying any service or is unable to make or is delayed in making any repairs, additions, alterations or decorations, or is unable to supply or is delayed in supplying any equipment or fixtures, if Lessor is prevented or delayed from doing so because of any law or governmental action or any order, rule or regulation of any governmental agency, which is beyond the Lessor's reasonable control.

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- 14. Insurance** Lessee understands and agrees that it shall be Lessee's own obligation to insure his personal property.
- 15. Keys & Locks** Upon expiration or termination of the lease, the Lessee shall deliver the keys of the premises to the landlord. Delivery of keys by the Lessee to the Lessor, or to anyone on his behalf, shall not constitute a surrender or acceptance of surrender of the leased premises unless so stipulated in writing by the Lessor. In the event that the exterior door lock or locks in the leased premises are not in normal working order at any time during the term thereof, and if the Lessee reports such condition to the Lessor, then and in that event the Lessor shall, within a reasonable period of time following receipt of notice from the Lessee of such condition, repair or replace such lock or locks. Locks shall not be changed, altered, or replaced nor shall new locks be added by the Lessee without the written permission of the Lessor. Any locks so permitted to be installed shall become the property of the Lessor and shall not be removed by the Lessee. The Lessee shall promptly give a duplicated key to any such changed, altered, replaced or new lock to the Lessor.
- 16. Loss or Damage** The Lessee agrees to indemnify and save the Lessor harmless from all liability, loss or damage arising from any nuisance made or suffered on the leased premises by the Lessee, his family, friends, relatives, invitees, visitors, agents, or servants or from any carelessness, neglect or improper conduct of any such persons. All personal property in any part of the building within the control of the Lessee shall be at the sole risk of the Lessee. Subject to provisions or applicable law the Lessor shall not be liable for damage to or loss of property of any kind which may be lost or stolen, damaged or destroyed by fire, water, steam, defective refrigeration, elevators, or otherwise, while on the leased premises or in any storage space in the building or for any personal injury unless caused by the negligence of the Lessor.
- 17. Notices** Written notice from the Lessor to the Lessee shall be deemed to have been properly given if mailed by registered or certified mail postage prepaid, return receipt requested to the Lessee at the address of the leased premises, or if delivered or left in or on any part thereof, provided that if so mailed, the receipt has been signed, or if so delivered or left, that such notice has been delivered to or left with, the Lessee or anyone expressly or impliedly authorized to receive messages for the Lessee, or by any adult who resides with the Lessee in the leased premises. Written notice from the Lessee to the Lessor shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested to the Lessor at his address set forth in the first paragraph of this lease, unless the Lessor shall have notified the Lessee of a change of the Lessor's address, in which case such notice shall be so sent to such changed address of the Lessor, provided that the receipt has been signed by the Lessor or anyone expressly or impliedly authorized to receive messages for the Lessor. *Notwithstanding the foregoing, notice by either party to the other shall be deemed adequate if given in any other manner authorized by law.*
- 18. Other Regulations** The Lessee agrees to conform to such lawful rules and regulations which are reasonably related to the purpose and provisions of this lease, as shall from time to time be established by the Lessor in the future for the safety, care, cleanliness, or orderly conduct of the leased premises and the building of which they are a part, and of the benefit, safety, comfort and convenience of all the occupants of said building.
- 19. Parking** Parking on the premises of the Lessor is prohibited unless written consent is given by the Lessor.
- 20. Pets** No dogs or other animals, birds or pets shall be kept in or upon the leased premises without the Lessor's written consent, and consent so given may be revoked at any time.
- 21. Plumbing** The water closets, disposals, and waste pipes shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, or any other improper articles be thrown into same, and any damage to the building caused by the misuse of such equipment shall be borne by the Lessee by whom or upon whose premises shall have been caused unless caused by the negligence of the Lessor, or by the negligence of an independent contractor employed by the Lessor.
- 22. Repairs** The Lessee agrees with the Lessor that, during this lease and for such further time as the Lessee shall hold the leased premises or any part thereof, the Lessee will at all times keep and maintain the leased premises and all equipment and fixtures therein or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of, or may be put in during the term or any extension or renewal thereof, reasonable wear and tear and damage by unavoidable casualty only excepted. The Lessor and the Lessee agree to comply with any responsibility which either may have under applicable law to perform repairs upon the leased premises. If Lessee fails within a reasonable time, or improperly makes such repairs, then and in any such event or events, the Lessor may (but shall not be obligated to) make such repairs and the Lessee shall reimburse the Lessor for the reasonable cost of such repairs in full, upon demand.
- 23. Right Of Entry** The Lessor may enter upon the leased premises to make repairs thereto, to inspect the premises, or to show the premises to prospective tenants, purchasers, or mortgagees. The Lessor may also enter upon the said premises if same appear to have been abandoned by the Lessee or as otherwise permitted by law.
- 24. Non-Performance Or Breach By Lessee** If the Lessee shall fail to comply with any lawful term, condition, covenant, obligation, or agreement expressed herein or implied hereunder, or if the Lessee shall be declared bankrupt, or insolvent according to law or if any assignment of the Lessee's property shall be made for the benefit of creditors, or if the premises appear to be abandoned then, and in any of the said cases and notwithstanding any license or waiver of any prior breach of any of the said terms, conditions, covenants, obligations, or agreements the Lessor, without necessity or requirement of making any entry may (subject to the Lessee's rights under applicable law) terminate this lease by:
1. a seven (7) day written notice to the Lessee to vacate said leased premises in case of any breach except only for nonpayment of rent, or
 2. a fourteen (14) day written notice to the Lessee to vacate said leased premises upon the neglect or refusal of the Lessee to pay the rent as herein provided.
- Any termination under this section shall be without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of any of the said terms, conditions, covenants, obligations or agreements.
- 25. Lessee's Covenants In Event Of Termination** The Lessee covenants that in case of any termination of this lease, by reason of the default of the Lessee, then at the option of Lessor:
- (A) the Lessee will forthwith pay to the Lessor as damages hereunder a sum equal to the amount by which the rent and other payments called for hereunder for the remainder of the term, including any extension or renewal thereof, exceed the fair rental value of said premises for the remainder of the term, including any extension or renewal thereof; and
 - (B) the Lessee covenants that he will furthermore indemnify the Lessor from and against any loss and damage sustained by reason of any termination caused by the default of, or the breach by, the Lessee. Lessor's damages hereunder shall include, but shall not be limited to any loss of rents; reasonable broker's commissions for the re-letting of the leased premises; advertising costs; the reasonable cost incurred in cleaning and repainting the premises in order to relet the same; and moving and storage charges incurred by Lessor in moving Lessee's belongings pursuant to eviction proceedings.

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(C) At the option of the Lessor, however, Lessor's cause of action under this article shall accrue when a new tenancy or lease term first commences subsequent to a termination under this lease, in which event Lessor's damages shall be limited to any and all damages sustained by him prior to said new tenancy or lease date.

Lessor shall also be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive.

26. Removal Of Goods

Lessee further covenants and agrees that if Lessor shall remove Lessee's goods or effects, pursuant to the terms hereof or of any Court order, Lessor shall not be liable or responsible for any loss of or damage to Lessee's goods or effects and the Lessor's act of so removing such goods or effects shall be deemed to be the act of and for the account of Lessee, provided, however, that if the Lessor removes the Lessee's goods or effects, he shall comply with all applicable laws, and shall exercise due care in the handling of such goods to the fullest practical extent under the circumstances.

27. Non-Surrender

Neither the vacating of the premises by the Lessee, nor the delivery of keys to the Lessor shall be deemed a surrender or an acceptance of surrender of the leased premises, unless so stipulated in writing by Lessor.

28. Subletting, Number Of Occupants

The Lessee shall not assign nor underlet any part of the whole of the leased premises, nor shall permit the leased premises to be occupied for a period longer than a temporary visit by anyone *except the individuals specifically named in the first paragraph of this lease*, their spouses, and any children born to them during the term of this lease or any extension or renewal thereof without first obtaining on each occasion the assent in writing of the Lessor.

29. Trustee

In the event that the Lessor is a trustee or a partnership, no such trustee nor any beneficiary nor any shareholder of said trust and no partner, General or Limited, of such partnership shall be personally liable to anyone under any term, condition, covenant, obligation, or agreement expressed herein or implied hereunder or for any claim of damage or cause at law or in equity arising out of the occupancy of said leased premises, the use or the maintenance of said building or its approaches or equipment.

30. Waiver

The waiver of one breach of any term, condition, covenant, obligation, or agreement of this lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation, or agreement or of any subsequent breach thereof.

31. Separability Clause

If any provision of this lease or portion of such provision or the application thereof to any person or circumstance is held invalid, the remainder of the lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be effected thereby.

32. Copy Of Lease

The Lessor shall deliver a copy of this lease, duly executed by Lessor or his authorized agent, to the Lessee within thirty (30) days after a copy hereof, duly executed by the Lessee, has been delivered to the Lessor.

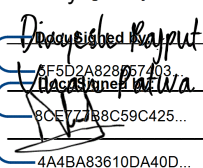
33. Reprisals Prohibited

The Lessor acknowledges that provisions of applicable law forbid a landlord from threatening to take or taking reprisals against any tenant for seeking to assert his legal rights.

34. Other Provisions

IN WITNESS WHEREOF, the said parties hereunto and to another instrument of like tenor, have set their hands and seals on the day and year first above written; and Lessee as an individual states under the pains and penalties of perjury that said Lessee is over the age

of 18 years.


Divyesh Rajput
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Lessee

Lessor

Trustee or Agent

TENANT: SUBJECT TO APPLICABLE LAW, THE LANDLORD WILL PROVIDE INSURANCE FOR UP TO \$750 IN BENEFITS TO COVER THE ACTUAL COSTS OF RELOCATION OF THE TENANT IF DISPLACED BY FIRE OR DAMAGE RESULTING FROM FIRE.

TENANT: MAKE SURE TO RECEIVE A SIGNED COPY OF THIS LEASE.

GUARANTY

In consideration of the execution of the within lease by the Lessor at the request of the undersigned and of one dollar paid to the undersigned by the Lessor, the undersigned hereby, jointly and severally, guarantee the Lessor, and the heirs, successors, and assigns of the Lessor, the punctual performance by the Lessee and the legal representatives, successors and assigns of the Lessee of all the terms, conditions, covenants, obligations, and agreements in said lease on the Lessee's or their part to be performed or observed, demand and notice of default being hereby waived. The undersigned waive all suretyship defenses and defenses in the nature thereof and assent to any and all extensions and postponements of the time of payment and all other indulgences and forbearances which may be granted from time to time to the Lessee.

WITNESS the execution hereof under seal by the undersigned the day and year first written in said lease.

Tenant Lead Law Notification

What lead paint forms must owners of rental homes give to new tenants?

Before renting a home built before 1978, the property owner and the new tenant must sign two copies of this **Tenant Lead Law Notification** and **Tenant Certification Form**, and the property owner must give the tenant one of the signed copies to keep. If any of the following forms exist for the unit, tenants must also be given a copy of them: lead inspection or risk assessment report, Letter of Compliance, or Letter of Interim Control. **This form is for compliance with both Massachusetts and federal lead notification requirements.**

What is lead poisoning and who is at risk of becoming lead poisoned?

Lead poisoning is a disease. It is most dangerous for children under six years old. It can cause permanent harm to young children's brain, kidneys, nervous system and red blood cells. Even at low levels, lead in children's bodies can slow growth and cause learning and behavior problems. Young children are more easily and more seriously poisoned than others, but older children and adults can become lead poisoned too. Lead in the body of a pregnant woman can hurt her baby before birth and cause problems with the pregnancy. Adults who become lead poisoned can have problems having children, and can have high blood pressure, stomach problems, nerve problems, memory problems and muscle and joint pain.

How do children and adults become lead poisoned?

Lead is often found in paint on the inside and outside of homes built before 1978. The lead paint in these homes causes almost all lead poisoning in young children. The main way children get lead poisoning is from swallowing lead paint dust and chips. Lead is so harmful that even a small amount can poison a child. Lead paint under layers of nonleaded paint can still poison children, especially when it is disturbed, such as through normal wear and tear and home repair work.

Lead paint dust and chips in the home most often come from peeling or chipping lead painted surfaces; lead paint on moving parts of windows or on window parts that are rubbed by moving parts; lead paint on surfaces that get bumped or walked on, such as floors, porches, stairs, and woodwork; and lead paint on surfaces that stick out which a child may be able to mouth such as window sills.

Most lead poisoning is caused by children's normal behavior of putting their hands or other things in their mouths. If their hands or these objects have touched lead dust, this may add lead to their bodies. A child can also get lead from other sources, such as soil and water, but these rarely cause lead poisoning by themselves. Lead can be found in soil near old, lead-painted homes. If children play in bare, leaded soil, or eat vegetables or fruits grown in such soil, or if leaded soil is tracked into the home from outside and gets on children's hands or toys, lead may enter their bodies. Most adult lead poisoning is caused by adults breathing in or swallowing lead dust at work, or, if they live in older homes with lead paint, through home repairs.

How can you find out if someone is lead poisoned?

Most people who are lead poisoned do not have any special symptoms. The only way to find out if a child or adult is lead poisoned is to have his or her blood tested. Children in Massachusetts must be tested at least once a year from the time they are between nine months and one year old until they are four years old. Your doctor, other health care provider or Board of Health can do this. A lead poisoned child will need medical care. A home with lead paint must be deleaded for a lead poisoned child to get well.

What kind of homes are more likely to have lead paint?

In 1978, the United States government banned lead from house paint. Lead paint can be found in all types of homes built before 1978: single-family and multi-family; homes in cities, suburbs or the countryside; private housing or state or federal public housing. The older the home, the more likely it is to have lead paint. The older the paint, the higher its lead content is likely to be.

Can regular home repairs cause lead poisoning?

There is a danger of lead poisoning any time painted surfaces inside or outside the home are scraped for repainting, or woodwork is stripped or removed, or windows or walls are removed. This is because lead paint is found in almost all Massachusetts homes built before 1978, and so many of Massachusetts' homes are old. Special care must be taken whenever home repair work is done. No one should use power sanders, open flame torches, or heat guns to remove lead paint, since these methods create a lot of lead dust and fumes. Ask the owner of your home if a lead inspection has been done. The inspection report will tell you which surfaces have lead paint and need extra care in setting up for repair work, doing the repairs, and cleaning up afterwards. Temporarily move your family (especially children and pregnant women) out of the home while home repair work is being done and cleaned up. If this is not possible, tape up plastic sheets to completely seal off the area where the work is going on. No one should do repair work in older homes without learning about safe ways to do the work to reduce the danger of lead dust. Hundreds of cases of childhood and adult lead poisoning happen each year from home repair work.

What can you do to prevent lead poisoning?

- Talk to your child's doctor about lead.
- Have your child tested for lead at least once a year until he/she is four years old.
- Ask the owner if your home has been deleaded or call the state Childhood Lead Poisoning Prevention Program (CLPPP) at 1-800-532-9571 or www.mass.gov/dph/clppp. You can also check with your local Board of Health.
- Tell the owner if you have a new baby, or if a new child under six years old lives with you.
- If your home was deleaded, but has peeling paint, tell and write the owner. If he/she does not respond, call CLPPP or your local Board of Health.
- Make sure only safe methods are used to paint or make repairs to your home, and to clean up afterwards.
- If your home has not been deleaded, you can do some things to temporarily reduce the chances of your child becoming lead poisoned. You can clean your home regularly with paper towels and any household detergent and warm water to wipe up dust and loose paint chips. Rub hard to get rid of more lead. When you are done, put the dirty paper towels in a plastic bag and throw them out. The areas to clean most often are window wells, sills, and floors. Wash your child's hands often (especially before eating or sleeping) and wash your child's toys, bottles and pacifiers often. Make sure your child eats foods with lots of calcium and iron, and avoid foods and snacks that are high in fat. If you think your soil may have lead in it, have it tested. Use a door mat to help prevent dirt from getting into your home. Cover bare leaded dirt by planting grass or bushes, and use mats, bark mulch or other ground covers under swings and slides. Plant gardens away from old homes, or in pots using new soil. Remember, the only way to permanently lower the risk of your child getting lead poisoned is to have your home deleaded if it contains lead paint.

How do you find out where lead paint hazards may be in a home?

The only way to know for sure is to have a lead inspection or risk assessment done. The lead inspector will test the surfaces of your home and give the landlord and you a written report that tells you where there is lead in amounts that are a hazard by state law. For interim control, a temporary way to have your home made safe from lead hazards, a risk assessor does a lead inspection plus a risk assessment. During a risk assessment, the home is checked for the most serious lead hazards, which must be fixed right away. The risk assessor would give the landlord and you a written report of the areas with too much lead and the serious lead hazards. Lead inspectors and risk assessors have been trained, licensed by the Department of Public Health, and have experience using the state-approved methods for testing for lead paint. These methods are use of a sodium sulfide solution, a portable x-ray fluorescence machine or lab tests of paint samples. There is a list of licensed lead inspectors and risk assessors at www.mass.gov/cph/clppp.

In Massachusetts, what must the owner of a home built before 1978 do if a child under six years old lives there?

An owner of a home in Massachusetts built before 1978 must have the home inspected for lead if a child under six years old lives there. If lead hazards are found, the home must be deleaded or brought under interim control. Only a licensed deleader may do high-risk deleading work, such as removing lead paint or repairing chipping and peeling

lead paint. You can get a list of licensed deleaders from the state Department of Labor and Workforce Development. Deleaders are trained to use safe methods to prepare to work, do the deleading, and clean up. Either a deleader, the owner or someone who works for the owner who is not a licensed deleader can do certain other deleading and interim control work. Owners and workers must have special training to perform the deleading tasks they may do. After the work is done, the lead inspector or risk assessor checks the home. He or she may take dust samples to test for lead, to make sure the home has been properly cleaned up. If everything is fine, he or she gives the owner a Letter of Compliance or Letter of Interim Control. After getting one of these letters, the owner must take care of the home and make sure there is no peeling paint.

What is a Letter of Compliance?

It is a legal letter under state law that says either that there are no lead paint hazards or that the home has been deleaded. The letter is signed and dated by a licensed lead inspector.

What is a Letter of Interim Control?

It is a legal letter under state law that says work necessary to make the home temporarily safe from serious lead hazards has been done. The letter is signed and dated by a licensed risk assessor. It is good for one year, but can be renewed for another year. The owner must fully delead the home and get a Letter of Compliance before the end of the second year.

Where can I learn more about lead poisoning?

Massachusetts Department of Public Health
Childhood Lead Poisoning Prevention Program (CLPPP)
(For more copies of this form, as well as a full range of information on lead poisoning prevention, tenants' rights and responsibilities under the MA Lead Law, how to clean lead dust and chips, healthy foods to protect your children, financial help for owners, safe deleading and renovation work, and soil testing.)
1-800-532-9571 or 617-624-5757
www.mass.gov/dph/clppp

Massachusetts Department of Labor and
Workforce Development
(List of licensed deleaders)
617-626-6960

Your local lead poisoning prevention program
or your Board of Health, www.mhoa.com/roster.htm

U.S. Consumer Product Safety Commission
(Information about lead in consumer products)
1-800-638-2772 or www.cpsc.gov

U.S. Environmental Protection Agency, Region I
(Information about federal laws on lead)
617-918-1328 or www.epa.gov/lead/

National Lead Information Center
(General lead poisoning information)
1-800-424-Lead (or 5323)

Tenant Certification Form

Required Federal Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. The **Massachusetts Tenant Lead Law Notification and Certification Form** is for compliance with state and federal lead notification requirements.

Owner's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ✓ Owner/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the owner/lessor (Check (i) or (ii) below):

(i) Owner/ Lessor has provided the tenant with all available records and reports pertaining to lead -based paint and/or lead-based paint hazards in the housing (circle documents below).

Lead Inspection Report; Risk Assessment Report; Letter of Interim Control; Letter of Compliance

(ii) ✓ Owner/Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment (initial)

(c) DR Tenant has received copies of all documents circled above.

(d) DR Tenant has received no documents listed above.

(e) DR Tenant has received the Massachusetts Tenant Lead Law Notification.

Agent's Acknowledgment (initial)

(f) DR Agent has informed the owner/lessor of the owner's/lessor's obligations under federal and state law for lead-based paint disclosure and notification and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Owner/Lessor DocuSigned by:	Date
<u>Dinesh Rajput</u>	4/5/2023
Tenant DocuSigned by:	Date
<u>Amy Weafer</u>	4/10/2023
Agent: Amy Weafer	Date

Owner/Lessor DocuSigned by:	Date
<u>Vinay Patwa</u>	4/5/2023
Tenant DocuSigned by:	Date
<u>DR</u>	4/5/2023
Agent	Date

Owner/Managing Agent Information for Tenant (Please Print):

HAJJAR MANAGEMENT	30 ADAMS ST	
Name	Street	Apt.
MILTON, MA	617-296-5200	
City/Town	Zip	Telephone

 I (owner/managing agent) certify that I provided the Tenant Lead Law Notification/ Tenant Certification Form and any existing Lead Law documents to the tenant, but the tenant refused to sign this certification.

The tenant gave the following reason:

The Massachusetts Lead Law prohibits rental discrimination, including refusing to rent to families with children or evicting families with children because of lead paint.

Contact the Childhood Lead Poisoning Prevention Program for information on the availability of this form in other languages.

Tenant and owner must each keep a completed and signed copy of this form.

NON-SMOKING ADDENDUM
(Building 29 Queensberry St.)

The following Addendum to your Lease details the non-smoking policy adopted for your building and your apartment unit.

The landlord, as owner of the apartment unit has the responsibility to properly maintain and repair all residential units. Cigarettes are the leading cause of fatal residential fires. Secondhand tobacco smoke contains no less than 60 of which are known or probable human carcinogens, and is itself classified as a "Class A" carcinogen by the United States Environmental Protection Agency. Exposure to secondhand smoke substantially increases the risk in non-smokers of lung cancer, cardiovascular disease and other acute and chronic health conditions. Children exposed to secondhand smoke are more likely to develop bronchitis, pneumonia, asthma and ear infections. Secondhand smoke is known to drift through common walls and ventilation systems and contaminate air in common areas and individual units. For and in consideration of these factors and desiring to maintain a healthy and safe living environment at your building we have developed the following rules and regulations.

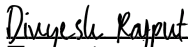
Effective upon the execution or renewal of your lease, smoking shall be prohibited everywhere on the property of your building, including, but not limited to, within individual units, indoor and outdoor exclusive use areas, indoor and outdoor common areas. No owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member anywhere on the property. Smoking in violation of this rule shall constitute a nuisance pursuant to the terms and provisions of your Lease. Smoking shall include the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, other product containing any amount of tobacco, or other similar heated or lit product.

Notwithstanding the said prohibition against smoking, the Landlord and management company may designate (or remove from designation) an outdoor area for smoking, provided the smoking area(s) shall not cause secondhand smoke to drift into indoor common areas, exclusive use areas or individual units.

Notwithstanding our best efforts to phase in this non-smoking policy and monitor compliance we **cannot guarantee** a completely smoke-free environment.

Please sign below acknowledging that you have read, understand and agree to this policy as a condition of your Lease.

DocuSigned by:



Tenant: 8557403...

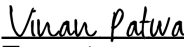
DocuSigned by:



Tenant: 10DA40D...

Apartment # #10

DocuSigned by:



Tenant: 8C59C425...

Tenant:

Date: 4/5/20234/5/20234/5/2023

Supplemental Conditions and Rules and Regulations Addendum

The following terms, conditions, rules and regulations of Landlord are attached as an Addendum to your Lease and incorporated as an integral part of your Lease by reference. To the extent that any of the provisions of this Supplemental Conditions and Rules and Regulations Addendum (the "Addendum") either supplement, modify, change or supersede what is in your Lease these terms, conditions, rules and regulations will govern and control.

General Conditions

1. It is understood that this Addendum is incorporated as an essential part of the Lease.
2. Landlord acknowledges that the Lease and any extensions of the Lease are for a fixed term, and as such all Tenant(s) named in the Lease are individually and collectively responsible for payment of all rent and performance of all Tenant obligations as set forth in the Lease and any amendments throughout the entire term of the Lease to the date of termination.
3. Tenant(s) acknowledge that the Lease begins at 2:00pm on the first day of the Lease term.
4. Termination of the Lease. Tenant(s) acknowledge that the Lease terminates at 12:00 noon on the final day of the Lease term. Tenant(s) must ensure that the Apartment is cleaned and empty by 12:00 noon. Upon inspection of the Apartment should the Landlord find the Apartment in unclean condition, a professional cleaning service may be hired and the Tenant(s) shall be charged for this service. Cleaning includes:

Kitchen:	Removal of all items from cabinets and refrigerator/freezer, cleaning the dishwasher/oven/stove/countertops/cabinets/floors.
Bathroom:	Cleaning/disinfecting the tub/shower/toilets/sink and floor.
Overall:	Vacuuming, sweeping and mopping all floors.
5. Payment of rent in good funds is due on or before the first day of the month for each month during the term of the Lease.
6. Tenant(s) acknowledge that all non-payment and consistent late payment of rent will be reported to three major credit reporting agencies. Such reports will stay on the Tenant(s) credit report(s) for a period of seven (7) years. Any co-signors or Guarantors for the Tenant(s) will have this reported on their credit report(s) as well.
7. Reserved or any parking whatsoever is not included unless specifically otherwise provided for in the Lease or by separate written agreement with the Landlord.
8. Offers of Lease renewal, if extended to Tenant(s), require **WRITTEN** response by Tenant(s) ***within the specific response time designated in the renewal letter to Tenant(s).*** Should Tenant(s) fail to give written response to Landlord, Landlord may begin showing the Apartment to other prospective tenants.
9. Tenant(s) agree to allow the Landlord or its designated representative entry to the Apartment upon advanced verbal, written or electronic notice to Tenant(s) between 9am and 9pm for any valid purpose (i.e. to show the Apartment to prospective tenants or buyers, periodic necessary inspections, maintenance and repairs) and may make entry without the Tenant(s) being present in the event of emergency.
10. Communication of notice to one (1) of several Tenant(s) at the Apartment shall suffice as notice to all.
11. Landlord may enter the Apartment (i) in accordance with a court order; (ii) if the Apartment appears to have been abandoned by the Tenant(s), or (iii) to inspect, within the last thirty (30) days of the tenancy or after either party has given notice to the other of intention to terminate the tenancy or the renewal offer period has expired, the Apartment for the purpose of determining the amount of damage, if any, to the Apartment which would be cause for

deduction from any security deposit, if any, held by the Landlord, or billed to the Tenant(s) or any Guarantor(s) if no security deposit was taken or if damages are in excess of any security deposit.

12. If your mailbox and/or door do not have the correct name or number, please let the Management Company know.

13. These Supplemental Conditions and Rules and Regulations are an integral and binding part of the Lease.

Occupants

14. Occupancy is limited to the named Tenant(s) in the written Lease ONLY. Occupancy by any other persons shall be a default under the terms of the Lease.

15. Although visitors are certainly permitted, visitors may not reside at the Apartment for stays longer than fourteen (14) continuous calendar days or parts of days and may in no event reside at the Apartment for more than twenty-eight (28) calendar days or part of days during any one year period of the Lease commencing on the first day of the tenancy. Under no circumstance shall any person become a Tenant or permitted occupant merely by their continued residence at the Apartment for any length of time.

16. The addition of a roommate (adding or substituting more people to the Lease) requires specific advanced written approval by the Landlord which shall consider any request for the addition of any additional person based upon Landlord and/or the Management Company's standard criteria for all tenants. Any roommate which is approved by Landlord shall require that all then current Tenant(s) at the Apartment agree to and all sign an Amendment to the Lease adding any approved roommate as an additional Tenant and which new Tenant shall become jointly and severally liable for payment and performance of all obligations under the Lease through the end of the then term of the Lease. (see Paragraph 104 for options and related fees)

17. No subleasing (requesting someone else takes over the Tenant(s) Lease for part or the remainder of the term of the Lease) is allowed without the prior advanced written approval from the Landlord. The Landlord may give permission if the following conditions have been met: Tenant(s) is/are in good standing with the Landlord under the terms of the Lease or any prior lease and has/have met all the rental obligations of the Lease. The new subleasing tenant(s) are required to meet with the Landlord, the Management Company or its real estate agent to submit applications and to satisfy all requirements based upon Landlord and/or its Management Company's standard criteria for all tenant(s). Upon acceptance, the subleasing tenant(s) shall be required to pay all necessary fees and/or deposits, if any, and Landlord shall require that all then current Tenant(s) at the Apartment agree to and all sign an Amendment to the Lease acknowledging and agreeing to the subleasing tenant(s), and the terms and conditions required. Tenant(s) may be required to remain jointly and severally liable for payment and performance under the Lease and sublease through the end of the then term of the Lease, or other written arrangements to be determined by the Landlord which are permitted by applicable law. (see paragraph 105 for options and related fees)

18. Under no circumstances may the total number of Tenant(s), occupants or any visitors temporarily residing at the Apartment exceed the number of people allowed by the State Sanitary Code or any other applicable federal, state or local law, rule or regulation.

Apartment Use(s)

19. Your Apartment can only be used as a residence. No business activity or any businesses can be operated out of your Apartment whether a walk-in business or any retail activity.

20. Never place any object on an outside windowsill, or hang, shake or attach anything, including signs, from or out your windows, exterior walls or on the Building.

Noise/Disturbances

21. Landlord strives to provide you a comfortable, safe and desirable living space. As such, everyone living in the Building must be a respectful and good neighbor who understands and pays attention to the fact that other people should not be bothered by noise or other disturbances. You are asked to avoid the things listed below in general but in particular are prohibited between 10:00pm and 7:00am.
22. Loud music, loud televisions, computers, stereos or other electronics which create noise loud parties or excessive and unnecessary banging on the walls are examples of things to avoid and which will be monitored.
23. Musical instruments should not be played in your Apartment or common areas at any time.
24. No large gatherings are permitted which spill over into the common areas or reasonably create a fire hazard or safety concern because of too many people gathered in the Apartment.
25. No "keg parties" are permitted at any time.
26. If unfortunately you have a problem with a neighbor, please let the Management Company know where, when, who and what the problem was right away.
27. In the case of any immediate situation, danger, emergency, violence or ANY illegal activity, please contact the police first at **911**.

Painting in Apartment

28. Tenant(s) are **NOT ALLOWED** to paint anything in their Apartments except as follows.
29. With the advanced **WRITTEN PERMISSION** from the Management Company of Landlord, Tenant(s) may be allowed to paint only designated walls in designated rooms approved by Landlord and only in light colors.
30. In **NO CASE** is Tenant ever allowed to repaint woodwork, trim, doors, equipment, ceilings or radiators.
31. Kitchens and baths **MUST NOT** be repainted by Tenant(s) in any circumstance.
32. NO murals, no non-smooth surfaces, and no artwork painted directly on any walls.
33. This permission is expressly a PAINT-BACK POLICY. If Tenant(s) are allowed to paint certain walls, they are required to paint the walls back to Landlord's standard color sixty (60) days prior to the termination of the Lease. If the walls are not repainted by then, Tenant(s) specifically here grant Landlord permission to remove personal items away from walls, repair holes, and repaint the walls back upon 24-hour notice, and at Tenant's sole expense.
34. Standard repainting service fees, which shall be considered additional rent, are \$300 for a studio Apartment, \$500 for a 1 bedroom, \$750 for a 2 bedroom, and \$1000 for a 3 bedroom Apartment. Additional fees will be assessed if kitchens or baths were painted by Tenant(s), or if other preparation is required. Examples are: having to repaint ceilings that have been touched by Tenant's paint color, or too dark colors were used, or other non-standard work was done that requires additional prep work or additional coats of paint which means the surfaces and/or trim will need to be painted back to the pre-designated color by the Management Company when permission is granted. Any painting which must be performed by Landlord through the Management Company shall be at the cost of Tenant.
35. Pictures are allowed to be hung with small standard hooks. As long as they are hung with reasonable care, the resulting nail holes shall not be charged to Tenant. Tenant shall not attempt to repair these holes themselves.
36. No permanent items are ever allowed to be affixed to walls - including stickers, glue, adhesives.

Barbecue Grill(s)

37. Barbeque grills (gas, propane, charcoal, wood, etc.) are **EXPRESSLY PROHIBITED** at your Apartment, in the Building or upon the property at which the Building is located. In the event there is a balcony at your Apartment usage or storage of grills is also prohibited.

Laundry Room(s)

38. Please call the Management Company immediately should you experience any problem with the operation of any of the machines in the laundry room(s) including any emergency such as leaking, flooding, burning smell, etc.

39. Laundry Room hours are 7:00am to 11:00 pm only. Please be respectful of noise.

40. Please clean the lint trap(s) on the dryer(s) after each use.

41. Remove your laundry from the machines promptly to make available to others.

42. Please dispose of any detergent bottles or boxes in your own trash.

43. Do not leave laundry supplies in the Laundry Room when not in use. Please bring the supplies back to your Apartment.

Dumpster(s)/Trash

44. All Tenant(s) and visitors must carefully follow the dumpster, trash and recycling guideline rules and use only the dumpster(s) and recycling area(s) designated by Landlord and marked with your Building address.

45. All trash must be completely sealed and secured in a bag before being deposited in a dumpster.

46. The following items are **NOT** allowed in or around any dumpster(s) and must be properly discarded by the Tenant(s) off-premises:

- **ANY** furniture, including, without limitation, mattresses, dressers, chairs, couches, beds etc.
- Appliances or any electronics including computer equipment, printers, monitors and televisions.
- Batteries, anything containing batteries, tires or any oil products.
- Flammable, chemical, hazardous or toxic material(s).
- Un-bagged garbage.
- Construction materials.

47. All empty boxes must be broken down and flattened prior to placing in dumpster.

48. At no time may **ANYTHING** whatsoever be left outside or around the dumpster.

49. Dumpster lids must be closed each time after use. If the trash enclosure area has gates, gates must be closed after each use.

50. You will be presented with a bill for the extra money the Landlord or Management Company pays if it has to get rid of any unauthorized items listed above which shall be additional rent.

51. Recycling is mandatory. City recycling regulations must be followed for trash and recycling. Soiled items, Styrofoam and other non-recyclable items must never be placed in recycling bins.

Pets

52. Most Apartments are specifically prohibited from having pets, except for one cat.

53. Seeing others with a dog regularly in your Building **DOES NOT** grant you permission to have a dog.

54. Dogs are only allowed in certain Apartments in certain circumstances. If a Tenant has certain medical conditions as diagnosed and/or as prescribed by a doctor, under federal and state law, Landlord must permit such service animals (which is far more inclusive than “seeing eye” dogs). In any situation whatsoever, any dog requires the advanced written permission by the Landlord.

55. All allowed animals must have all vaccinations current and Tenant(s) must provide proof when requested.

56. Tenant(s) must control noises, smells, and waste from any permitted animal.

57. All other types of animals, birds, rodents and reptiles of any kind or name are specifically prohibited.

Bicycles

58. Bicycles are kept at Tenant(s)' own risk, and should be insured by Tenant(s)' own insurance.

59. If a bicycle area is available in your Building, Landlord reserves the right to require bicycles to be identified with an ID sticker. If ID stickers are in use in your Building, they are mandatory and not using them may result in your bicycle being removed and donated to charity.

60. In no case shall any individual Tenant(s) keep more than one bicycle in any place in the Building or Apartment.

61. If a bicycle is brought to your Apartment, it must be carried carefully so as to ensure that the wheels do not touch the common area flooring/carpet, and nothing scrapes against the walls or woodwork in the Building or apartment.

62. Any bicycle in a common area and not on a designated bicycle rack will be removed and donated. This includes any fencing or railings around the Building.

Safety/Repairs/Maintenance

63. No storage of any item of personal property of any kind or description in the basement or hallways or any other common areas is allowed. Landlord is not responsible for any improperly stored belongings of Tenant(s).

64. The Landlord's property insurance **does not** cover the Tenant(s) personal contents. It is suggested that the Tenant(s) obtain a renters insurance policy to cover their personal belongings and valuables.

65. The Landlord shall be responsible for all repairs necessary to correct faulty plumbing, wiring and related plumbing for the heating system. The Tenant(s) shall be responsible for all other maintenance resulting from Tenant's misuse, such as improper use or care of the appliances, drains, toilets, disposals etc.

66. Heating Maintenance: If Tenant(s) has/have control over a thermostat, the heat must be kept at a minimum of 55 degrees at all times. If Tenant(s) fail to maintain heat at 55 degrees including any times that the Apartment is not occupied, Tenant(s) acknowledges that they will be held responsible for any damage caused by frozen and/or broken pipes resulting from such failure.

67. Any waterbeds or any other water filled furniture including aquariums over five gallons are strictly prohibited.
68. Light bulb replacement inside the Apartment is the responsibility of the Tenant.
69. Tenant(s) acknowledge that the Apartment has been equipped with smoke detectors and carbon monoxide detectors in accordance with law regarding number and placement and that they are in working condition as of the commencement of the tenancy or any extension of the tenancy. Tenant(s) agree not to tamper with, relocate, deactivate or remove any smoke or carbon monoxide detectors that have been installed. Tenant(s) shall notify Landlord immediately should any installed detectors become damaged or fail.
70. Tenant(s) are responsible for all trash removal from the inside of the Apartment on a daily basis. No trash should be left in the hallways or porches/decks (if applicable) at any time. Trash and all recyclables must be placed and stored in the proper receptacles.
71. Tenant(s) cannot, at any time, install any type of padlocks, door locks or any other keyed entry doorknob on any of the bedrooms. Tenant(s) acknowledge that this is a violation of the housing code and will be responsible for the cost of removing/replacing any locks that are found to be in violation.
72. Each Tenant will be provided with one house key. Each Apartment will be provided with one mailbox key.
73. Tenant(s) acknowledge roof access of any kind at any time is strictly prohibited.

Security

74. Doors and windows must be closed and locked when you are not home.
75. Suspicious or illegal activity must be reported to the police first and then immediately to the Management Company.
76. Valuables should never be left visible from windows.
77. Unknown persons should never be buzzed in the Building, or allowed into gates and through locked doors.
78. Packages should not be ordered without your signature being required. Landlord is not responsible for deliveries left at the Building.

Fire Safety

79. Fires can start in any Building. If you hear an alarm, don't hesitate, **LEAVE THE BUILDING**. Fires can produce deadly smoke and gasses which can overcome you very quickly.
80. If you witness a fire, pull a fire alarm station. Always pull the alarm first, leave the building, **THEN** call 911. Please report any use of fire extinguisher to the resident manager as soon as possible so that it can be re-charged.
81. If there is a fire in the Building while you are in the Apartment, feel your bedroom or Apartment door before opening it. If it feels hot. ...**DON'T OPEN IT!** Seal the cracks around it with sheets or clothes to prevent smoke from entering. If the outside air is clear, open the window and wave a sheet to attract rescuers.
82. If the door is cool, you might open it and proceed to the nearest exit, closing doors behind you and to limit the spread of fire and smoke. If there is smoke in the hall, stay low where the air is freshest. A wet cloth over your face will also help you breathe. Remember – leave immediately! Don't try to save your possessions; it could cost you your life.

83. Don't allow trash to accumulate. Careless disposal of cigarettes in wastebaskets can cause fires. Good housekeeping is smart fire safety. Never smoke in bed or when sleepy.
84. Candles can be dangerous in any residence. Candles should be used with care, and kept clear of any lampshades and curtains, and never be left unattended – even for a minute.
85. Don't overload electrical outlets or leave cooking unattended. If grease catches fire in a pan, slide a lid over the pan to smother the flames and turn off the heat source. Keep lid on until pan is completely cooled.
86. Holiday decorations are beautiful but can be very dangerous. Buy and display fire proof or fire retardant decorations only.
87. Keep stairwells and hallway landings free and clear of obstructions for the safety of both you and your neighbors. Fire extinguishers only work if they are charged. Don't tolerate horseplay with your safety equipment. You may need a fire extinguisher someday.
88. **REPORT ANY AND ALL FIRES WHETHER LARGE OR SMALL.**

Fire/Water Damage

89. If the Apartment sustains fire damage and/or water damage caused by Tenant(s) or a visitor of Tenant(s) negligence or intentional conduct (or the negligence or intentional conduct of any other person living in the Apartment or any guest) the rent for the Apartment **WILL NOT** be abated and the Tenant(s) shall be jointly and severally, if the case, responsible for paying the rent for the Apartment and for any costs the Landlord and/or Management Company on its behalf reasonably incur to repair any damage
90. Fire Insurance Relocation Costs. In accordance with the law, M.G.L. c. 175, § 99, the Landlord hereby provides you with written notice that it will provide insurance for up to \$750.00 in benefits, per Apartment unit, to cover the actual costs of relocation if a Tenant is displaced by a fire or damage resulting from a fire at the Apartment or the Building.

Mold and Mildew

91. Tenant(s) acknowledge that it is necessary for Tenant(s) to provide appropriate climate control, keep the Apartment clean, and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Tenant(s) agree to clean and dust the Apartment on a regular basis and to remove **ANY** visible moisture accumulation on windows, walls, and other surfaces as soon as reasonably possible. Tenant(s) agree to **immediately report** to the Management Company:

- ANY evidence of a water leak or excessive moisture in the Apartment.
- ANY evidence of mold or mildew like growth that cannot be removed by Tenant(s) simply applying a common household cleaner and wiping the area.
- ANY failure or malfunction in the heating, ventilation or air conditioning systems in the Apartment.
- ANY inoperable doors or windows.

92. The Tenant(s) agree that they shall be jointly and severally responsible for any damage(s) to the Apartment and Tenant(s)' property as well as injury to Tenant(s) and occupants resulting from Tenant(s)' failure to comply with the terms of this Paragraph.

Condition of the Apartment

93. In accordance with your Lease and the Massachusetts State Sanitary code all Tenant(s) and occupants of the Apartment shall be responsible for maintaining the Apartment at all times in a clean and sanitary condition, free of garbage, rubbish, other filth or causes of sickness, and in a condition that does not cause and/or contribute to a pest or rodent infestation.

94. ***Storage of any flammable, poisonous, noxious, hazardous or dangerous items, materials, products or substances is strictly prohibited and a violation of Tenant(s) Lease.***

95. Extermination is an important part of Building maintenance and is **NOT** optional for Tenant(s). If at any time Tenant(s) become aware of any ant, roach, mice, rat, bedbugs or ANY type of pest or rodent infestation, Tenant(s) **MUST REPORT** that condition **IMMEDIATELY** to the Property Management Company and give full cooperation and immediate access to the Management Company and/or extermination professionals for the purpose of ridding your Apartment of such pests.

96. Bed bugs oftentimes come from items such as furniture or clothing taken from the trash or which were outside even though they appear clean, or clothing of bedding brought into the Apartment by visitors.

97. Tenant(s) must comply with the extermination guidelines and preparation given by the exterminator and Building Management.

98. Following any extermination you must completely follow all instructions you are given to aid the extermination, maintain sanitary conditions, and to prevent anything from coming back.

99. If the Management Company does not know about these conditions or if you do not fully cooperate with efforts to help eliminate these conditions that shall be considered to be a breach of your Lease and could result in a termination of your Lease and the commencement of an eviction action.

100. Any and all damages which require maintenance, repair or attention must be reported to the Management Company as soon as they are known.

Expenses/Costs/Fees

101. At or prior to the commencement of your tenancy Landlord may require a tenant or prospective tenant to pay (i) rent for the first full month of occupancy; (ii) rent for the last full month of occupancy calculated at the same rate as the first month; and (iii) a security deposit equal to the first month's rent provided that such security deposit is deposited as required by applicable law, and for the purchase and installation cost for a key and lock.

102. Any rent payment(s) over thirty (30) days late will be subject to a \$50.00 late fee which Tenant(s) agree is additional rent.

103. There is a \$25.00 charge for any and all dishonored or returned checks for any reason, including for insufficient funds which Tenant(s) agree is additional rent.

104. Adding or substituting Tenants - In the event that Landlord by or through the Management Company approves any additional or substitute roommate, for each instance requested, Tenant(s) acknowledge that the Management Company and its real estate agent shall have to expend time and expense to review applications, check references, with authority to check credit, to have amending or sublease paperwork created, reviewed, modified if appropriate, as well as any other administrative costs associated with researching, considering and/or approving an additional new tenant. Although these administrative related costs cannot be exactly anticipated in advance in terms of time to be expended and any cost to the Management Company, the Landlord and Tenant(s) agree that the fees which are specifically detailed in Table 1 attached to this document shall apply. These fees are not monthly rent.

105. Subtenants- In the event that Landlord, by or through the Management Company, approves the sublease of the Tenant(s) interest in the Lease to any third party, for each instance requested, Tenant(s) acknowledge that the Management Company and its real estate agent shall have to expend time and expense to review applications, check references, with authority to check credit, to have amending or sublease paperwork created, reviewed, modified if appropriate, brokerage fee, as well as any other administrative costs associated with researching, considering and/or approving a subtenant. Although these administrative related costs cannot be exactly anticipated in advance in terms

of time to be expended and any cost to the Management Company, the Landlord and Tenant(s) agree that the fees which are specifically detailed in Table 1, attached to this document, shall apply. These fees are not monthly rent.

106. Tenants agree that they shall pay to Landlord, as additional rent, the dollar amount of any actual expenditure by Landlord upon a constable or deputy sheriff to serve each and any Tenant a fourteen (14) day or thirty (30) day notice to *quit but only in the event that a Summary Process action is actually filed by the Landlord against any of the Tenant(s).*

107. In the event that Landlord is required to initiate any Summary Process or other civil action against any Tenant(s) for violation of any of the terms of the Lease, whether a Summary Process action or any civil action, Tenant(s) shall pay the actual dollar amount of any costs of suit including court filing fees and constable or deputy sheriff's fees of service of any complaint *as well as any and all reasonable attorney's fees paid by Landlord or the Management Company relating to any such action.*

108. Lockouts handled by Landlord or, its managing agent, or approved locksmith performed outside of the normal business hours of 9:00 am and 5:00pm, will incur a \$75.00 lockout fee and access shall only be granted to Tenant(s) upon proof of residency.

109. Tenant is solely responsible for any charges incurred through use of an outside contractor, including but not limited to the cost of returning locks to original condition and configuration.

110. There is a \$75.00 charge for after hours plumbing repairs by Landlord's agents required due to Tenant(s) misuse (i.e. clogged toilets, sinks, drains) in addition to the actual cost(s), if any, of any necessary outside contractor if reasonably required in the determination of the Management Company.

111. Tenant(s) agree to do all their own bookkeeping and submit one rent check only per month per Apartment to Landlord in payment of rent.

Contacts/Rent Payments/Emergency/Notices

112. **ALL RENT PAYMENTS MUST BE MADE PAYABLE TO LANDLORD IN THE LANDLORD'S NAME.**

113. ***All Tenant(s) must write on the rent checks, whether personal checks, bank checks or money orders their name, unit number and address otherwise we do not know the rent is from you and where to apply it.***

114. All rent payments are to be mailed to:

LMI REALTY CORP.
PO BOX 844061
BOSTON, MA 02284-4061

115. Any inquiries, information, maintenance, or emergencies you should call the Management Company, Hajjar Management Company, Inc. at (617) 296-5200. During business hours (9:00am – 5:00pm) there is live assistance at the office. Outside of those hours for emergencies you should still call (617) 296-5200. An answering service shall answer and properly direct your call.

116. The Management Company for your property is:

Hajjar Management Company, Inc.
30 Adams Street
Milton, MA 02186
(617) 296-5200

117. **DO NOT** send any correspondence to the Management Company or Landlord you're your rent payment **IT WILL NOT GET TO US**. Any and all written requests, notices, legal papers or letters should be sent to:

[Landlord's Name]
Hajjar Management Company, Inc.
30 Adams Street
Milton, MA 02186

Miscellaneous

118. All fees, costs and charges described in your Lease including but not limited to any utility charges, garage/parking fees, storage fees, amenity fees, early termination charges/fees, late charges, returned check charges, transfer charges, unreturned key charges, lock out charges, month to month charges, all court costs and reasonable attorney fees, as applicable, are considered additional rent under your Lease and collectible as additional rent. Failure to pay that additional rent shall result in the Tenant(s) being in default under their Lease.

119. Unless the Landlord is prohibited by law from doing so, Landlord and the Management Company on its behalf to the extent they administer the same, will apply payments Tenant(s) make to Landlord in the order of priority they determine, regardless of any notations that you make on the checks, money orders, or other forms of payments especially as checks go to as lock box. We reserve the right to accept any amount less than the rent balance due any given time and, if we accept a lesser amount, such acceptance will not represent a waiver of any right we have to pursue all of the outstanding balance.

120. The Tenant(s) acknowledge that the Lease, any Lease Amendments or Addenda including these Supplemental Conditions and Rules and Regulations are all executed as a Massachusetts contract and shall be interpreted, construed and enforced in accordance with Massachusetts law.

121. Should any one clause of the Lease, any Amendment, Addendum or these Supplemental Conditions and Rules and Regulations be found to be invalid or unenforceable, the remainder of any and all provisions shall remain in full force and effect.

DocuSigned by:
Tenant Divyesh Rajput [signed]
5F5D2A828557403...
Name: Divyesh Rajput
Date: 4/5/2023

DocuSigned by:
Tenant Vinan Patwa [signed]
8CE777B8C59C425...
Name: Vinan Patwa
Date: 4/5/2023

DocuSigned by:
Tenant Nitant Jatale [signed]
4A4BA83610DA40D...
Name: Nitant Jatale
Date: 4/5/2023

Tenant _____ [signed]
Name: _____
Date: _____

Table 1 to Supplemental Conditions Rules and Regulations Addendum
Lease Modification Fees

Description	Lessee's Administrative Fees, Paid in Advance	Notes
Scenario A: Early Lease Termination	<i>Fee equal to 2 months rent</i>	<i>Tenant(s) provide written termination letter dated and signed by <u>all</u> Tenant(s). Must be received at 30 Adams Street, Milton MA 02186 no later than one FULL calendar month in advance of the termination date, and must be accompanied by the fee in good funds equal to two months rent, marked "Termination Fee" and Apt Address in memo field. Termination Date can only be the last day of a month.</i>
Scenario B: Whole Apartment Sublease/ - procured by Tenant	<i>\$250 per incoming tenant</i>	<i>Original Tenant(s) remain responsible for Lease through remainder of current term.</i> <i>Additional note: Subtenant is not eligible to take over Apartment for any renewals offered, if any. They must apply through a licensed real estate broker, and pay the broker's fees of one month's rent and have all new Lease paperwork developed. Otherwise, if they do not move out after the sublet, the original Tenant(s) responsibility continues for any month or part thereof that the Apartment is not relinquished, plus court and legal fees associated with the removal of the holdover subtenant.</i>
Scenario C: Sublease of One Room of an Apartment – procured by Tenant.	<i>\$250 per incoming tenant</i>	<i>Original Tenant(s) remain responsible for Lease.</i> <i>Additional note: Subtenant is not eligible to take over Apartment for any renewals offered, if any. Real estate broker must regenerate all paperwork, to be re-signed by all parties. Tenant(s) are responsible for the ¾ month's rent broker's fee associated with renewal takeover.</i>
Scenario D: Lease takeover – replacement procured by Tenant	<i>Fee equal to three quarters of a month's rent</i>	<i>New tenant(s) must fully qualify. All New Lease paperwork is drafted by broker. Former tenant rights and responsibilities end. New tenant has full rights as under Lease.</i>
Scenario E: Lease takeover – replacement procured by Broker	<i>Broker's Fee equal to up to one month's (depending upon market conditions and timing). PLUS turnover fee of \$350-\$750</i>	<i>There are no guarantees that a replacement tenant will be found in the time requested by Tenant. New tenant(s) must fully qualify. All new lease paperwork is drafted by broker. Upon start of new lease, former tenant rights and responsibilities end. New tenant has full rights as new Lessee. Broker Fee varies from \$0 to one month's rent depending upon market conditions. Turnover fee is \$350 for studios, \$500 for 1BR, \$650 for 2BR, \$750 for 3BR.</i>
Scenario F: Roommate Swap	<i>\$500 per roommate swapped, not to exceed one month's rent</i>	<i>Old roommate comes off lease, new documentation must be signed by all parties including Guarantors.</i>

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RENT AND SECURITY DEPOSIT RECEIPT

PREPARED BY:

TO: Divyesh Rajput

Lessee

Vinan Patwa

Address

Nitant Jatale

City

Zip

RE: #10

Unit

29 Queensberry St.

Address

Boston

02215

City

Zip

We hereby acknowledge receipt of your check # _____ in the amount of \$ 10275 to be applied as follows:

1. First Month's Rent <u>09 / 01 / 23</u> through <u>09 / 30 / 23</u>	\$ <u>3400</u>
2. Last Month's Rent	\$ <u>3400</u>
3. Purchase or installation cost for a key and lock	\$ <u>75</u>
4. Security Deposit (see attached condition form)	\$ <u>3400</u>

SECURITY DEPOSIT

A. The Lessor acknowledges receipt from the Lessee of \$ 3400 (an amount not to exceed one month's rent) to be held by the Lessor during the term hereof, or any extension or renewal, as a security deposit pursuant to the terms hereof; it being understood that THIS IS NOT TO BE CONSIDERED PREPAID RENT, nor shall damages be limited to the amount of the security deposit.

B. The Lessor acknowledges that, subject to damages prescribed by law, he shall, within thirty (30) days after the termination of this lease or upon the Lessee's vacating the premises completely together with all his goods and possessions, whichever shall last occur, return the security deposit or any balance thereof, and any interest thereon, if due, after deducting

(1) Any unpaid rent which has not been validly withheld or deducted pursuant to the provisions of any special or general law; and

(2) Any unpaid increase in real estate taxes which the Lessee is obligated to pay pursuant to a tax escalation clause which conforms to the requirements of Mass. General Laws, Chapter 186, Section 15C; and

(3) A reasonable amount necessary to repair any damage caused to the premises by the Lessee or any person under the Lessee's control or on the premises with the Lessee's consent, reasonable wear and tear excluded. In the case of such damage, the Lessor shall provide the Lessee within thirty (30) days with an itemized list of damages, sworn to by the Lessor or his agent under pains and penalties of perjury, itemizing in precise detail the nature of the damage and of the repairs necessary to correct it, and written evidence, such as estimates, bills, invoices or receipts, indicating the actual or estimated cost thereof.

C. The Lessor must submit to the Lessee a separate written statement of the present condition of the premises, as required by law. If the Lessee disagrees with the Lessor's statement of condition, the Lessee must attach a separate list of any damage existing in the premises and return the statement to the Lessor. No amount shall be deducted from the security deposit for any damage which was listed in the statement of condition or in any separate list submitted by the Lessee and approved by the Lessor or the Lessor's agent, unless the Lessor subsequently repaired or caused to be repaired said damage and can prove that the renewed damage was unrelated to the prior damage and was caused by the Lessee or by any person under the Lessee's control or on the premises with the Lessee's consent.



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Form ID: RHA151

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D. If the Lessor transfers the premises, the Lessor must transfer the security deposit or any balance thereof, and any accrued interest, to the Lessor's successor in interest for the benefit of the Lessee.

As required by law, the security deposit is presently or will be held in a separate, interest-bearing account.

(number 2929003685) at Rockland Trust Bank
Bank
288 Union St. Rockland , MA 02370
Address City Zip

If the security deposit is held for one year or longer from the commencement of the tenancy, the Lessee shall be entitled to interest on the amount of the security deposit at the rate of five percent (5%) per year, or such lesser amount as may be received from the bank, payable at the end of each year of the tenancy.

LAST MONTH'S RENT

Pursuant to applicable law, the tenant is entitled to interest on last month's rent paid in advance from the date of tenancy, payable at the end of each year of tenancy and prorated upon termination. Interest shall not accrue for the last month for which rent was paid in advance. The rate of interest payable on last month's rent is five percent (5%), provided however that if the landlord elects to deposit last month's rent in a bank account, interest will be limited to any lower rate actually paid by the bank. The tenant should provide the landlord with a forwarding address at the termination of the tenancy, indicating where such interest may be given or sent.

Date received ____/____/____.

Authorized Signature: _____
Lessor/Agent

LMI REALTY CORP.

Lessor
30 ADAMS ST
Address
MILTON MA 02130
City Zip
617-296-5200
Phone

Agent
30 Adams St.
Address
Milton 02130
City Zip
617-296-5200
Phone

Vinan Patwa

Nitant Jatale

I Divyesh Rajput hereby acknowledge receipt of this
Rent and Security Deposit Receipt.

DocuSigned by:

Divyesh Rajput
Tenant

4/5/2023

Date

DocuSigned by:

Vinan Patwa
8CE777B8C59C425...

4/5/2023

DocuSigned by:

[Signature]
4A4BA83610DA40D...

4/5/2023