

RENT REIMBURSEMENT AGREEMENT

THIS RENT REIMBURSEMENT AGREEMENT ("Agreement"), made at Noida effective on this ¹⁵ [Insert Date] day of ⁰² [Insert Month], 2022 between:

Chetu India Private Limited, a Private Limited Company incorporated under the Companies Act, 1956, having its registered office at M-304 Dharma Apartments Plot No.2. I.P. Extension, Delhi- 110092, India ("**Company**") of the First part;

AND

Mr./Ms. pradip kumar singh **[Insert Name]**, son/daughter of Mr. subhash singh **[Insert Father's name]** residing at house no.56 shree **[Insert Present Address]** ("Employee") of the second part, ram house gali

number 8 chhijarsi
Noida sector 63 u.p
*The Party of the First Part and the Party of the Second Part hereinafter jointly referred to as '**Parties**' and singularly as '**Party**'.*

RECITALS

- A. **WHEREAS**, the Company has at its discretion employed the Employee to function as its trainee **[Insert designation of the Employee]** through an Employment Contract dated 2022-01-07 **[Insert date of Joining]** ("**Employment Contract**").
- B. **WHEREAS** the Company at its discretion desires to provide limited housing benefits in the form of a limited rent reimbursement to the Employee with respect to the lease/rent agreement/leave and license agreement ("**Rent Agreement**") entered into by the Employee with third parties ("**Landlord**") only for the purposes of the residential accommodation of the Employee and his immediate family members (spouse and children) and the Employee desires to accept such housing benefits.
- C. **WHEREAS** the Company agrees to provide such housing benefits to the Employee strictly in the manner mentioned under this Agreement on the mutually agreed terms and conditions set forth herein.

THEREFORE, in consideration of the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Company and the Employee agree as follows:

1. RENT REIMBURSEMENT AMOUNT

The Employee, upon submitting the Rent Agreement executed by him/her with his/her Landlord, with the Company, at the Company's discretion may be provided 50% of the total rent amount payable by the Employee under the said Rent Agreement subject to a maximum amount of reimbursement of Rs. 2000/- per month ("**Rent Reimbursement Amount**"). Such Rent Reimbursement Amount can be claimed by the Employee only for reimbursing costs/rent towards housing accommodation for the Employee and his/her immediate family members i.e., only the spouse and children of the Employee.

2. DISBURSAL OF RENT REIMBURSEMENT AMOUNT

The manner of disbursement of the said Rent Reimbursement Amount will be decided by the Company. In this regard, the Company may credit the Rent Reimbursement Amount on the 1st of every month directly to the Salary bank account of the Employee or the Company may, upon the prior written request of the Employee, pay the Rent Reimbursement Amount directly to the account of the Landlord of the Employee on the 1st of every month. Further, it is the obligation of the Employee to provide proof that such payment has been made to the Landlord whenever the Company makes the payment directly to the Employee for further payment to the Landlord.

3. OBLIGATIONS OF THE EMPLOYEE

The Employee shall not be entitled to claim any benefits under this Agreement until the following conditions are satisfied:

- a) The Employee shall inform the Landlord of this Agreement and make available a copy of the same to the Landlord. It is the obligation of the Employee to make the provisions of this Agreement known to the Landlord and ensure that the agreement between the Landlord and the Employee has no recourse to the Company. Specifically, Clause 4 below must be incorporated in the agreement between the Landlord and the Employee. Further, it is the obligation of the Employee to provide proof of this to the Company.
- b) The Employee shall make available to the Company, a true copy of the Rent Agreement entered into with the Landlord.

4. LIMITATION OF LIABILITY OF COMPANY

- a) It is clarified that the Company is not a party to the Rent Agreement executed between the Employee and his/her Landlord and thus, such direct payment to the Landlord (third party) on behalf of the Employee shall not create any direct or indirect contractual relationship between the Company and the Landlord of the Employee and/or make the Company liable in any other respect whatsoever towards the Landlord of the Employee.

- b) The Company shall not be liable for any injury or damage to any person, business, equipment, merchandise or other property of the Landlord or third party, resulting from any cause whatsoever, including, but not limited to: (i) fire, steam, electricity, water, gas or rain; (ii) leakage, obstruction or other defects of pipes, sprinklers, wires, plumbing, air conditioning or lighting fixtures; or (iii) any act or omission, negligent or otherwise, of the Employee.
- c) The Company shall not be liable to pay any taxes, levies, duties, charges, dues, including property tax, electricity charges, water charges, maintenance charges, and/or other similar taxes or levies, charges, dues, etc. in respect of the premises so rented by the Employee which by their very nature are the responsibility of the Employee or the Landlord under the Rent Agreement.
- d) The Company shall not be liable for any compensation in case of injury or damage to the Employee or any third party resulting from any cause whatsoever, including, but not limited to accidents, fall, disability, death etc. in connection with the Rent Agreement and/or the premises so rented by the Employee.
- e) The Company shall not be liable to pay any brokerage/commission/agency fees in connection with the Rent Agreement and/or the premises so rented by the Employee.
- f) In the circumstance that the Employee notifies the Company to stop payments to the Landlord, the Company shall forthwith do so and it is agreed by the Parties herein that in such event the Company under no circumstances be held liable for any further payments to the Landlord under this Agreement.
- g) The sole liability for payment of the amount that the Company is paying on behalf of the Employee mentioned at Clause 1 of this Agreement is of the Employee. The Company is in no manner guaranteeing or assuring the payment of such amount and the Company is free at its sole and absolute discretion to withdraw such benefit at any time without recourse from the Landlord or the Employee. Further, any payment of rent due to the Landlord over and above the Rent Reimbursement Amount is also the sole liability of the Employee and the Company shall not be held liable for any payment in the circumstance that the Employee fails to pay his dues to the Landlord and/or commits a breach of the Rent Agreement executed by the Employee with the Landlord.
- h) The Company shall not be liable for any remainder amount due to the Landlord by the Employee during or after the termination of his/her tenancy or Rent Agreement.

5. TERMINATION

- a) The Company can terminate this Agreement with 30 days' notice at will for no reason or any reason without recourse.
- b) Upon the termination of the Employee's Employment Contract, this Agreement shall be deemed forthwith terminated ipso facto. The Employee expressly agrees to not claim any benefits under this Agreement once the Employment Contract is terminated.
- c) If the Employee becomes unable to perform the Employee's duties for the Company, regardless of the reason for or duration of that inability, the Employee will no longer be entitled to the benefits under this Agreement.
- d) If the Rent Agreement between the Employee and Landlord is terminated or the Employee is evicted, it will constitute an automatic termination of this Agreement.
- e) This Agreement and the benefits to the Employee provided hereunder shall be forthwith terminated in the event the declarations made by the Employee under this Agreement are found to be false, inaccurate and misleading.

6. DECLARATIONS BY THE EMPLOYEE

The Employee hereby declares that:

- a) The Rent Agreement entered into between the Employee and the Landlord as provided to the Company is a true and unaltered copy of the said Rent Agreement.
- b) The Landlord is the only person benefitting from the Rent Agreement and no other person, directly or indirectly is benefiting from the Rent Agreement.
- c) The Rent Agreement is solely for the purpose of payment rent for the accommodation and benefit of the persons mentioned under Recital B of this Agreement.
- d) The premises so occupied by the Employee and/or his/her immediate family through the Rent Agreement is used as the Employee's residence and not used for any other purpose whatsoever.
- e) The Employee shall not receive any benefits of whatsoever nature (in cash or kind) from any third party by virtue of the Company providing the benefits hereunder to the Employee other than the usage of the premises so occupied by the Employee and/or his/her immediate family to be used as his/their residence through the Rent Agreement.

7. GOVERNING LAW AND DISPUTE RESOLUTION

- a) Governing Law: This Agreement shall be governed by the laws of India.
- b) Arbitration: In the event of there being any dispute or difference between the Parties concerning the validity or interpretation of this Agreement or anything contained herein, or in connection therewith or relating to any of the rights, duties, obligations, or the performance thereof, such dispute shall, failing mutual agreement of the Parties to settle it in any other way, be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amended thereto by a Sole Arbitrator to be appointed by the Company. The proceedings of the arbitration shall be conducted in the English language. The seat and venue of the arbitration proceedings shall be **[Insert seat of Arbitration]**. Subject to the foregoing, the Parties submit to the exclusive jurisdiction of Courts at **[Insert city]**

8. MISCELLANEOUS PROVISIONS

- a) Notice. Any notice provided for in this Agreement must be in writing and must be either (a) personally delivered, (b) delivered by a recognized overnight courier service (charges prepaid) or (c) by email to the recipient at the address below indicated:

If to the Company

Chetu India Private Limited,
A-186/187, Sector -63,
Noida - 201301, Uttar Pradesh
India,
E-mail: hr@chetu.com legal-in@chetu.com

If to the Employee

[Insert details of the Employee]

E-mail: **[Please Insert Email]** pradips@chetu.com

- b) Modifications and Waivers. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Company. No waiver by either Party of any breach of, or of compliance with, any condition or provision of this Agreement by the other Party shall be considered a waiver of any other condition or provision or of the same condition or Provision at another time.
- c) Entire Agreement. No other agreements, representations or understandings (whether oral or written) which are not expressly set forth in this Agreement have been made or entered into by either party with respect to the Rent

Reimbursement subject matter of this Agreement. This Agreement contains the entire understanding of the parties with respect to the Rent Reimbursement, subject matter hereof.

- d) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.
- e) No Assignment. This Agreement and all rights and obligations of the Employee hereunder are personal to the Employee and may not be transferred or assigned by the Employee at any time.

IN WITNESS WHEREOF, the Parties have caused this RENT REIMBURSEMENT AGREEMENT to be executed, effective as of the day, month and year first above written.

MANISH KUMAR

[Insert name of Company Official]

(COMPANY)

pradip kumar

singh

[Name of Employee]

(EMPLOYEE)

Pradip Singh

WITNESSES:

PRADEEP KUMAR


NAME:

SRISHTI

NAME:

Signature Certificate

Reference number: AVOBA-VFM8F-XDGXK-ZJZPD

Signer	Timestamp	Signature
Pradip Singh Email: pkiit4922@gmail.com		
Sent:	15 Feb 2022 10:07:02 UTC	
Viewed:	15 Feb 2022 10:33:27 UTC	
Signed:	15 Feb 2022 10:44:33 UTC	
		IP address: 14.99.194.2 Location: Noida, India

Document completed by all parties on:

15 Feb 2022 10:44:33 UTC

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