

Deed for Rental
Agreement

This deed of the lease was made at Patna on the Day of

Between

- A. Mrs. Poonam Sahay w/o Ajay Nand Sahay 501, Royal Tara Apartment, Bramhshthan Road, Shekhpura, Patna 800014, hereinafter called the OWNER, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heir's executors and successors, assigns of the FIRST PARTY i.e. LESSOR.

AND

- B. Mrs. Sushila Devi w/o Uma Shankar Rai Gotappa. Rohtas.Dist Rohtas Bihar Pin; 821113. Aadhar No 2943 8148 2548 and Pan no HYPPD2818M and her son Pritam Kumar Aadhar No 5857 5117 6483 s/o-uma shankar Rai R/O-Village+PO-Gotpa Sasaram Rohtas Bihar.

Whereas the LESSEE the second party is in need of a residential flat in

Patna and the first Party has space available at Flat No. 201 2nd Floor, Royal Tara Apartment, Bramhasthan Road, Sheikhpura, District Patna, Pin 800014 Bihar. Accordingly, the SECOND PARTY approached the FIRST PARTY to let out the space and the FIRST PARTY has agreed to let out the space for the eleven calendar months starting FROM Feb 2023.

From 1st February 2023 to 31 December 2023 to the second PARTY on Rent.

1. That the Flat No. 201 Royal Tara Apartment, Bramhasthan Road, Sheikhpura, district Patna, Pin 800014 to be let out by the first party to the second party on rent, The SECOND PARTY agreed to use the said flat for residential purposes for its FAMILY MEMBERS only and they shall keep the said premises in good order and conditions.

2. As per the rental agreement deed Rs. 16500/- (Rupees Sixteen Thousand and Five Hundred Only) per month subject to TDS, if applicable, from January which will be applicable 2023 has been agreed upon for a period of 11 Months starting from 1st February to 31 December 2023.

3. Duration of Agreement:

The agreement shall have a duration of 11 months starting from February 2023 to December 2023, it may extend up to 3 years subject to the second party does not default in payment of funds for the past consecutive two months.

4. Termination:

a. The Agreement may be legally terminated if the tenant fails to make rental payments for two (2) successive months, commencing on or before the due date of the 10th of each month.

b. In the event of such non-payment, the landlord shall have the exclusive right to terminate this Agreement by providing notice physically or digitally to the tenant. The termination shall be effective immediately upon the receipt of the written notice by the tenant.

5. Rent Increase Clause:

The new rent amount shall be determined by multiplying the present rent amount by 0.05 and adding it to the present rent amount.

Annual Rent Increase:

- a. The rent amount shall be subject to an increase of 5% upon each renewal of the rental agreement after the expiration of this agreement.
- b. The increase shall be calculated based on the present rent amount and applied on the anniversary date of the commencement of the tenancy.
- c. The new rent amount shall be determined by multiplying the present rent amount by 0.05 and adding it to the previous rent amount.

Example:

If the previous amount is INR 16,500:

Next agreement: 5% increase: $16,500 \times 0.05 = \text{INR } 825$

The new rent amount for next year's agreement will be $\text{INR } 16,500 + \text{INR } 825 = \text{INR } 17,325$.

Next agreement: 5% increase: $17,325 \times 0.05 = \text{INR } 866.25$

The new rent amount for next year's agreement will be $\text{INR } 17,325 + \text{INR } 866.25 = \text{INR } 18,191.25$.

6. The due date for payment of rent will be by the 15th of each month. Failing to pay the rent beyond the due date the party agrees to pay the additional penalty of 10% with the rent. The first party has paid Rs. 16500/- + Rs 10000/- (ten Thousand total rs. Twenty-six thousand /- (Rupees Twenty Six Thousand and Five Hundred only). The split amount is Sixteen Thousand and Five Hundred only i.e.(Rent amount and Rs. Ten Thousand as rent amount and advance as a security deposit.) The security deposit shall be treated as interest-free refundable/adjustable against any breakage during occupancy of the tenant. The remaining amount will be refundable by adjusting all the dues against all the dues without interest to the second party simultaneously at the time of vacation of the said premises after adjusting all the dues, normal wears and tears excluded, if any has taken place during the occupancy by the second party.

7. That the second party has paid Rs 33000/- and Rs 10000/- (Rs. Thirty-Three thousand Thousand and Rs. Ten thousand only.) Out of which, 16500 /- is before the rent for the first-month .i.e Feb 2023, and Ten thousand is against security as advance by cash which shall be adjusted /refunded against

rent without interest to the second party. The second part .i.e Rs. 16500/- (Sixteen Thousand Five hundred will be charged in the last month when the tenant is vacating the flat without any interest.

8. It was agreed upon between the parties hereto that the second party shall not sublet the unit or the part thereof to any party/person/organization in any circumstances of to the second party after adjusting all the dues.

9. That the SECOND PARTY undertakes to keep the said unit in quite neat and clean condition and also assures not to act in any manner to create inconvenience to he co occupants of the complex.

10. That the SECOND PARTY assures the first party not to damage any part of the structure including brickwork and accessories or any other structural damage including glass, window, door, or any other fitting. In that case, it has got to be repaired at their own cost.

11. The SECOND PARTY further undertakes to rectify all minor repairs related to electricity plumbing etc. during the occupancy of the said premises at its own cost up to Rs. 3,000/- (Rupees Three Thousand Only). Any major damage, however, caused due to unforeseen circumstances beyond the control of LESSE, has to be borne by the LESSOR.

12. The SECOND PARTY or the lessee shall not use the said premises for any illegal or immoral purpose or as a public nuisance and shall not cause permit or suffer upon the said premises or part thereof anything which may do or become nuisance or annoyance or cause damage to or prejudicially affect the interest of the FIRST PARTY or any other neighboring occupier.

13. It is being agreed upon that the first party be deemed at all times in complete possession, control, and dominion of the said premises and the first party shall have the right to enter into or upon the said premises or any part thereof at any reasonable time as and when requires for the purpose of inspection by 48 hours prior appointment of the SECOND PARTY.

14. That the code of conduct as formulated by the Building Management Committee shall have to be observed by the tenant i.e. the SECOND PARTY.

15. It is agreed that the Second Party shall pay the electric bill through Bihar Bijli Smart Meter Application using their mobile/desktop/laptop application. The CA

no. for the same will be 101958881, and the Second Party shall be solely responsible for the timely payment of the electricity bills. In the event that the Second Party leaves the property with outstanding electricity bills, they will be liable for legal action. Additionally, the outstanding amount, along with any applicable late fees, will be deducted from the security deposit.

16. The Building maintenance charges @ Rs. 1200/- per month are also to be paid by the Second Party regularly to the First Party as per his society bill in cash. However, the maintenance charges may increase in the future subject to the building management committee's decision.

17. That the corporation taxes together with its future enhancement, if any, payable in respect of the above-mentioned flat to be borne by the FIRST PARTY.

18. That the tenant (LESSEE) undertakes and assures that they shall peacefully vacate and handover the said premises and shall remove its articles and belongings immediately on expiry of this agreement and if the LESSEE fails to do so by any reason, they will be liable to pay a fine @10% per month of the agreed rent amount besides paying rental for the whole month in particular.

19. That subject to the mutual consent of both parties a fresh lease period of 11 months may be extended or renewed after the expiration of 11 months with an increment of 5 %.

20. That the lease can be terminated by either side by giving one-month prior notice in writing.

21. The cost of the agreement has to be borne by the second party during all calendar years i.e. cost of stamp paper and other expenses.

22. In the event of the lessee's failure to make timely payments under this lease agreement, the landlord reserves the right to deduct any outstanding amounts from the lessee's security deposit. Such deductions shall be accompanied by a receipt provided to the lessee, which may be issued in physical form or through electronic mail (email).

23. In the event that the lessee fails to pay rent for a consecutive period exceeding two months, the landlord shall have exclusive rights to terminate the

lease agreement and evict the lessee from the premises. Furthermore, the landlord reserves the right to deduct the entire security deposit held from the lessee. The deduction of the entire security deposit shall be executed to compensate for the outstanding rent and any associated costs incurred by the landlord due to the lessee's failure to fulfill their payment obligations. The deduction of the security deposit shall be without prejudice to any other rights or remedies available to the landlord under the lease agreement or applicable laws.

In witness thereof, the parties hereto affixed their respective hands on the date, month, and year mentioned herein above.

Signature of the First Party

E-mail ID of the First Party

**Signature of the Second
Party**

(Seal of The Company / Authorized
Signatory)

Witness:-

1. Email of the first party

2. E-mail ID of the Second Party