

Rental Agreement

THIS AGREEMENT is made and executed at **Bengaluru** on **17th August 2018** by and between **Rahul**, Male, aged **31** years, **S/o Mr. Sudhir Kumar Choudhary**, residing at **#38, 2nd Floor, 5th Cross, 2nd Main, Aashirwad Colony, Horamavu, Bengaluru, Karnataka, 560043, India** (hereinafter jointly and severally called the "Landlord", which expression shall include his heirs, legal representatives, successors and assigns).

AND

Kishore Kumar, Male, aged **22** years, **S/o Mr. Perumal Samy**, having permanent address at **#18, 2nd Street, Vedachalam Nagar, Kodambakkam, Chennai, Tamil Nadu, 600024, India** and having ID card No. **512220424290** issued by **UIDAI** and **Aakash Raj Udayakumar**, Male, aged **22** years, **S/o Mr. Udayakumar**, having permanent address at **#31, Nallathambi Road, H L Colony, Pammal, Kancheepuram, Tamil Nadu, 600075, India** and having ID Card No. **550107799481** issued by **UIDAI** (hereinafter called the "Tenants", which expression shall include their legal representatives, successors and assigns).

WHEREAS the Landlord is the absolute owner of the **Apartment** flat no. **B 305** situated at **Lake Mist, 5th Cross, 2nd Main, Ramagondanahalli, Patel Narayanswamy Layout, Siddapura Road, Whitefield, Bengaluru, Karnataka, 560066, India**, measuring **1235 Sqft**, consisting of **2 bedrooms, 2 bathrooms, 2 balconies, 1 car parking slot**, kitchen and inbuilt fittings & fixtures and inventory of the equipments as detailed in the annexure, hereinafter referred to as "Leased Premises".

WHEREAS the Tenants requested the Landlord to grant lease with respect to the above property and the Landlord has agreed to lease out to the Tenants the above property for **residential** purpose only, on the following terms and conditions:

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. Rent and Deposit

- a. The lease in respect of the "Leased Premises" shall commence from **01st September 2018** and shall terminate on **01st August 2019** (for a period of **11 months**). Thereafter, the lease may be extended further on mutual consent of both the parties.
- b. The Tenants shall pay the Landlord a monthly rent of **₹ 17,000/- (Rupees Seventeen Thousand only)**. The rent shall be paid on or before day **5th** of each English Calendar Month.
- c. The Tenants shall pay the Landlord an interest-free, refundable, security deposit of **₹ 80,000/- (Rupees Eighty Thousand only)**. The deposit amount is paid by **Online**.

2. Maintenance, Electricity and Water Charges

- a. The Tenants shall pay to the Landlord a monthly maintenance charge of **₹ 3,000/- (Rupees Three Thousand only)**

) towards Maintenance of the “Leased Premises”.

- b. During the lease period, in addition to the monthly rent payable to the Landlord, the Tenants shall pay for the use of **Electricity & Water** as per bills received from the authorities concerned directly.
- c. It is the responsibility of the Landlord to pay and clear all the dues of electricity bills & water bills according to the readings on the respective meters till the date the possession of the premises is handed over by the Landlord to the Tenants.
- d. And it is the responsibility of the Tenants to pay the same up to the date of vacating the property at the time of handing over possession of the premises back to the Landlord.
- e. The Tenants shall pay any fees or charges fixed by the Apartments’ Residents Association within the Apartment complex, for use of any amenities provided within or otherwise and also adhere to and abide by all the rules and regulations laid down by the Residents Association.
- f. The Landlord shall pay the membership fees to the Residents Association and any such charges for the repair, maintenance and construction or alteration done by the Residents association in the common areas and the building as demanded by the Residents association.

3. Damages, Repairs and Alterations

- a. All the sanitary, electrical and other fittings and fixtures and appliances in the premises shall be handed over from the Landlord to the Tenants in good working condition. There will be a 3 week maintenance period after the possession of Tenants. If during these 3 weeks any defect in the same is identified & duly notified, the Landlord shall be responsible to repair/ replace the same at his own cost. Upon returning the premises, all the sanitary, electrical and other fittings and fixtures shall be restored by the Tenants to a good condition as they are at present, subject to normal wear and tear or damage by acts of God.
- b. The day-to-day minor repairs such as leakage in the sanitary fittings, water taps and electrical usage etc. will be the responsibility of the Tenants at their own expense. However, any structural or major repairs, if so required, shall be carried out by the Landlord.
- c. The Landlord shall hold the right to visit in person or authorized agents, servants, workmen etc., to enter the Leased Premises for inspection (not exceeding once in a month) or to carry out repairs/construction, as and when required, by giving a 24 hours notice to the Tenants.
- d. No structural additions or alterations shall be made by the Tenants in the premises without the prior written consent from the Landlord. On termination of the tenancy or earlier, the Tenants shall restore the changes made, if any, to the original state.
- e. The Landlord represents that the Leased Premises is free from all construction defects such as leakage, cracks in house walls including that of compound walls, breakage of floor tiles, etc.

4. Tenants's Responsibilities

The Tenants hereby assures to the covenants with the Landlord that:

- a. The Tenants shall not sublet, assign or part with the Leased Premises in whole or part thereof to any person under any circumstance whatsoever and the same shall be used for the bonafide residential purposes of the Tenants and their family and guests.
- b. The Tenants will keep the Landlord free of harm and free from all losses, damage, liability or expense due to acts or neglects of the Tenants or his visitors whether in the leased premises or elsewhere in the building or its approaches.
- c. The Tenants shall maintain the Leased Premises in good and tenable condition. The Tenants shall hand over the vacant and peaceful possession of the Leased Premises on termination of the lease period, in the same condition subject to natural wear and tear.
- d. The Tenants shall not obstruct the entrance hall, entrances, doorways, passages, staircase or lifts or any of the common amenities and not do any immoral or illegal activities in the Apartment complex and also not cause nuisance to other residents by any activities.

5. Landlord's Responsibilities

The Landlord hereby assure to the covenants with the Tenants that:

- a. The Tenants, abiding by the terms of the lease, shall be entitled to peacefully and quietly hold and enjoy the Leased Premises during the period of this lease, free of any interference from the Landlord.
- b. The Landlord shall indemnify the Tenants against all damages, costs and expenses incurred by the Tenants as a result of any defect in the title of the Landlord which disturbs the possession and enjoyment of the Leased Premises by the Tenants under the covenants herein before contained.
- c. The Landlord shall acknowledge and give valid receipts for each and every payment made by the Tenants to the Landlord.
- d. The Landlord represents that he has complied with all the statutory payments of the property including that of taxes, penalties, electric charges, water charges etc if any. The Landlord also represents that there is no Charge including mortgage due existing on the Leased Premises which would affect the peaceful possession by the Tenants of the Leased Premises.

6. Lease Termination & Extension

- a. **Notice Period** - The lease shall terminate at the end of the lease period as referred above or by a prior notice of **1 month** by either parties, after the lock-in period, if any.
- b. **Percentage increase in Rent** - The lease may be extended further on termination by both parties on mutual consent with **10%** increase in the monthly rent.

- c. If the Tenants cannot use the premises or any part thereof for residential purposes because of natural calamities or any commotions, or is acquired by any Government authority, the Tenants shall have the right to terminate the lease forthwith and vacate the premises and the Landlord shall refund the deposits and advance payments to the Tenants.
- d. In the event the Landlord sells, transfers or alienates the leased premises or any part thereof or its right, title and interest, then the Landlord shall terminate the lease after giving two months notice to the Tenants.

7. Additional Clauses

- a. **Refund of Security Deposit** - The Security deposit shall be refunded by the Landlord to the Tenants at the time of handing over possession of the Leased Premises by the Tenants upon expiry or sooner termination of this lease after adjusting the dues (if any) or cost towards damages caused by the negligence of the Tenants or the person they are responsible for. This excludes normal wear & tear and damages due to act of god. No interest shall be paid on the deposit amount.
- b. **Lock in Period** - The lease shall have a lock-in period of **2 months** before which termination is not possible by either parties. If either party terminates the lease during the lock-in period, then they shall pay a sum equal to two months rent to the other party.
- c. **Painting** - The Landlord shall get the “Leased Premises” painted and cleaned at the time of handing over possession to the Tenants. The Tenants shall pay to the Landlord the painting and cleaning charges (1 Month rent and maintenance) or get the premises painted and cleaned on termination of lease and vacating the premises.
- d. The Tenants and the Landlord represent and warrant that they are fully empowered and competent to make this lease.
- e. This agreement shall be executed in duplicate. The original shall be retained by the Landlord and the duplicate by the Tenants.

Annexure

The list of fixtures, fittings and utilities that shall be provided along with the rental premise is given in the list below.

2 Wardrobe, 1 Kitchen Shelf, 4 Curtain rods, 2 Geyser, 3 Ceiling Fans, 8 LED Bulbs, 3 Washbasin.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and the year first hereinabove written.

Landlord

Tenants (2)

Witnesses

- 1.
- 2.