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KHUSHALA RAM

Article 30 Lease of Immovable Property

RENTAL AGREEMENT

(Zero)

VENKATESH RAMADHYANI AND KAVITHA RAMADHYANI

KHUSHALA RAM

KHUSHALA RAM

200

(Two Hundred only)



Authorized Signatory Vishwabharathi Co-operative Credit Society Ltd Old Airport Road, Marathahalli, B.Lore-37. Phone: 9731152567

----Please write or type below this line--

RENTAL AGREEMENT

This Rental Agreement is made and executed at Bangalore on the 1st day of November, 2016 at Bangalore:

BETWEEN

Mr. Venkatesh Ramadhyani, S/o Mr. Ramadhyani Gundu Rao, aged about 53 years,

Mrs. Kavitha Ramadhyani, D/o Mr. Bankapur Bhima Acharya, aged about 47 years,

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Statutory Alert:

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The onus of checking the legitimacy is on the users of the certificate in case of any discrepancy please inform the Competent Authority.

Both are the Permanent Resident of #204, Skyline City Block, Chandra Layout, Nagarbhavi, Bangalore-560072.

(Hereinafter referred to as "OWNER" which Expression shall include his heirs, executors and Administrators) of the ONE PART.

Mr. Khusala Ram S/o Mr. Bhera Ram Choudhary, aged about 29 years, permanent resident of 21, Kanasar, Bhaniyana, Dist. Jaisalmer, Rajasthan- 3445024 and his family members named as Urmila, Dungar Ram, Jagmal Ram, Akhil and Nishant.

(Hereinafter referred to as "TENANT" which Expression shall include his heirs, executors and Administrators) of the OTHER PART.

The terms "OWNER" and "TENANT" shall wherever and whenever the context so demands shall mean and include their respective heirs, executors, representatives, agents, successors-in-office, administrators and/or assigns.

Whereas the Owner is the absolute / legal owner and in peaceful possession and enjoyment of a Three point five Bedroom Apartment (Semi-furnished- refer full inventory attached in the Annexure-1) bearing No. 23141 in '23rd Block' on the 14th Floor in the apartment complex known as "Prestige Shantiniketan, Whitefield, Bengaluru, Karnataka. The apartment has a super built-up area of square feet together with parking space (and hereinafter referred to as the "Said Premises").

The Tenant has approached the Owner and offered to take on lease the premises for a period of 11 months ("Initial Term"), which offer, has been accepted by the Owner on the terms and conditions hereinafter contained:

NOW, THEREFORE, THIS DEED WITNESSETH AS UNDER:

1. Although the possession of the Said Premises is being handed over by the Owner to the Tenant upon execution of this lease deed and on receipt of the amounts mentioned below, for purposes of adjusting rent as well as terms of this lease, the parties have agreed to treat 15th November 2016 to be date from which this Lease Deed shall come into effect.

The Owner and Tenant agree that this lease can be extended for a maximum period of two consecutive 11 months ("Renewed Term") with a 6% hike in rent in each of those consecutive terms. The parties shall execute fresh lease deed for the renewed period(s).

2. The Tenant would pay Rs. 37,000/- (Rupees Thirty Seven Thousand Only) per month as rent, excluding building/apartment maintenance charges. The Tenant should pay the rent on or before 5th of every month for the previous month. For e.g. Rent for April month will be paid on or before 5th May. Maintenance charges should be paid by the Owner on time to the Apartment Owner's Association directly. If Owner fails to pay the maintenance charges on time, the Tenant shall be at liberty to pay on behalf of Owner and deduct it from the rent payable for the next month(s).

3	payable for the ne	XC 111-0		shall	pay	Rs	per
	Additionally, (Rupees month/ quarter. T	the	Tenant grees to pay		rds maintenance irectly to Prestige to for this paymer	rige Silalitin	
	month/ quarter. T	s Association	on time and	I provide receipt	.5 101 01111		a

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In an event of the Association changing the Maintenance charges for the apartment complex, the Tenant has to pay more or less as applicable.

- 4. In the event of rent not being paid on time as per this agreement, the Tenant has to pay penalty charges of Rs 100/- per day subjected to maximum of Rs 6,000/- as penalty for delayed payment. In case the Tenant commits two consecutive defaults in paying the rent/lease amount to the Owner, the Tenant shall be liable to immediately hand over peaceful possession of the Said premises to the Owner.
- 5. Before vacation of the Said Premises and handing over of the same by the Tenant to Owner, the parties shall carry out a joint inspection of the Said Premises and assess the extent of the damage, if any, caused to the Said Premises and/or fittings, fixtures and furniture (details of inventory in annexure-1), excluding the normal wear & tear, which the Owner is entitled to deduct from the advance rent/deposit, if any, and which shall be mutually worked out by the Parties and amount towards damages assessed shall be payable by the Tenant to the Owner forthwith.
- 6. The Tenant upon execution of this Lease Deed has paid to the Owner a sum of Rs. 2,00,00/(Rupees Two Lakhs Only) as interest free, refundable security deposit. The same would be paid vide online transfer in the below manner:
 - a) Rs. 10,000/-(Rupees Ten Thousand Only) Transaction No. ______ into SBI Bank dated__ October 2016 in favour of Venkatesh G Ramadhyani.
 - b) Rs.1,90,000/-(Rupees One Lakh Ninety Thousand Only) Transaction No.______into SBI Bank dated ___ November 2016 in favour of Venkatesh G Ramadhyani.

The Said Security deposit is being made as interest free refundable security deposit for due performance of Tenant's obligations under the said Rental Agreement. The Security Deposit shall be refunded by the Owner at the time of vacating of the premises or on termination of the Rental Agreement of the Said Premises, whichever is earlier after deducting dues and damages, if any subject to conditions agreed to and spelt out below.

- 7. The Security Deposit shall be refunded to the Tenant free of interest on the termination of the Lease and upon surrendering back the Schedule Property to the Owner in good condition and subject to natural wear and tear. The Owner will refund the major portion (75%) of Refundable Security Deposit after deduction within two days from the day of lease termination & the balance security deposit (25%) will be refunded within one week along with Full & Final settlements. In the form of delay in refund of the Security Deposit by the Owner, the Owner is entitled to pay a delayed payment interest charges @ 24% p.a. for such delayed period, to the Tenant.
- 8. It is also explicitly agreed by the Tenants that any change in the occupants of the Said Premises, would be done only after approval in writing by the owner and the Owner would not make any change in the security deposit held by him. Adjustment if any required in the deposit would be done among the Tenants, themselves.
- 9. Electricity, TV Cable charges, Telephone Bills, Broadband/ADSL/Internet bills, and any other personal utility expense not covered under this Rental agreement, is payable by the Owner up to the date of handing over possession of the Said Premises by the Owner, and thereafter the same shall be paid by the Tenant. The Tenant undertakes to keep all the Original Bills

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- safely & hand over the same to Owner at the time of vacating the Said Premises, to avoid any future claims from respective service provider or from the Authorities concerned.
- 10. It is understood between the Parties that the Owner alone shall be responsible for payment of all past, present and future property taxes / municipal taxes or any other taxes applicable on the Said Premises and payable to any statutory authorities.
- 11. The Tenant shall use the Said Premises only for residential purposes and not for commercial purposes. The Tenant shall not use the Said Premises for any immoral or illegal purposes or do anything in the course of its occupation thereof, which may be a source of nuisance or cause annoyance or disturbance to the neighbourhood. They will be bound by the agreement of the Owner with the builder, a copy of which shall be provided to the Tenant, if any. The owner is at liberty to take over possession of the premises immediately by evicting the tenant if he finds that tenant has violated any of the above mentioned conditions or those set forth by the Prestige Shantiniketan Apartment Owner's association.
- 12. The Tenant shall be responsible for all day-to-day minor repairs and maintenance of the Said Premises. For major repairs, such as leakage of pipes, structural damage and electricity wiring, the Tenant shall inform the owner of the defects, if any. And upon intimation thereof by the tenant, the Owner shall carry out such repairs and/or replacements within 30 days of the receipt of such intimation in writing, as long as the said damage has not been caused due to any act of the Tenant. In the event any of such major damage causes impediments to beneficial usage of the Said Premises or his safety issues, the Tenant shall be at liberty upon receiving explicit permission from the owner make such repairs at the expense of the tenant. The cost entailed in such repair work shall be set-off by the Tenant from the Rent payable for the next month(s).
- 13. The Tenant shall not assign sub-let, under-let or part with possession of the Said Premises or any part thereof to any third party without the written consent of the Owner.
- 14. The Tenant shall deliver back peaceful vacant possession of the Said Premises at or before the expiry of the lease, with all fixtures and fittings therein belonging to the Owner in good, workable and tenantable condition subject to normal wear & tear.
- 15. The Owner shall allow the Tenant quiet and peaceful use of Said Premises during the term of the lease as provided in the deed without any interference. The Tenant also confirms that he will not keep any pet during his stay in the apartment.
- 16. In the event of the Tenant committing any breach of the terms contained in the Deed, it shall be open to the owner to call upon the tenant to remedy the breach within 30 days and in case the tenant fails, neglects or refuses to do so, then the Owner shall have the right to terminate this lease notwithstanding the fact that the Term has not expired.
- 17. The Tenant agrees to consume electricity within the sanctioned load. The Tenant shall pay directly to BESCOM/Local Electricity authority all the demands raised towards electricity consumed by the Tenant in respect of the Said Premises. The Tenant shall make sure that there is no default in payments of the said dues.
- 18. Tenant shall pay all incidental charges levied by the builder/society like shifting charges, lift charges, move-in charges etc. directly to the builder/society. Any damage to the common

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property of the building like lifts/elevator, lobby fittings etc. will be settled with the builder/society by the tenant.

- 19. All articles, things, installations, fixtures and equipment which the tenant may get installed in the Said Premises shall be removed by the tenant at their own cost before handing back possession to the owner on expiry / determination and/or termination of this deed without causing any structural damages to the Said Premises.
- 20. The Tenant is not permitted to make any structural addition or alterations to the Said Premises. That the tenant shall not carry out any structural additions or alterations in the Said Premises or any part thereof in anyway whatsoever without prior written consent of the owner.
- 21. Tenant or Owner shall be entitled to terminate the agreement after giving 30 days' notice in writing to the Owner or Tenant as the case may be. In the event of the Tenant offering to hand over peaceful possession of the Said Premises to the Owner before the expiry of the said 30 days, the Owner shall be entitled to receive rent for the entire period of notice and Owner shall be liable to pay back the deposit/unadjusted rent against possession being redelivered.
 - 22. In case the Owner sells, transfers or otherwise part with symbolic possession of the Said Premises to any third person(s) during the duration of the lease (or during the extended period of this lease), the Owner will issue necessary notice as per Clause no 21 above, for period of this lease), the Owner will issue necessary notice as per Clause no 21 above, for vacating the premises. If the new Owner intends to continue the lease, a fresh Tenancy vacating the premises. If the new Owner intends to continue the lease, a fresh Tenancy vacating the premises.
 - 23. That this agreement shall be governed by and interpreted in accordance with the laws of India and courts in Bangalore shall have the exclusive jurisdiction.
 - 24. That the Tenant, at the time of initial occupation, shall check that premises is freshly painted, and all the sanitary, electrical and other fittings and fixtures, as listed in Annexure-1, are in good condition and working order and that nothing is broken or missing. The tenant shall be responsible to pay for any damages done to the sanitary, electrical and other shall be responsible to pay for any damages done to the sanitary, electrical and other fixtures and fittings, except for normal wear and tear and damage by natural disaster. The fixtures and fittings, except for normal wear and tear and damage by painted and clean the tenant is responsible for handing over the said premised freshly painted and clean the premises at his own cost.
 - 25. The lease shall be non-terminable for the initial period of 6 months by either party subject to clause no. 6 above. Thereafter the Owner or Tenant shall have full liberty to terminate the tenancy by giving notice in writing as provided in clause no.21. In the event of termination, to clause no terminable period, the Owner or Tenant, as the case may be, shall pay the during the non-terminable period, the Owner or Tenant, as the case may be, shall pay the compensation or rent, as applicable, for the unexpired period of the lock-in period, unless the Owner terminates lease on account of terms that are contained in clause no. 4 and 16 in the owner terminates lease on account of terms that are contained in clause no. 4 and 16 in
 - 26. INSPECTION / ENTRY: The owner and/or his agent/s shall be entitled to enter upon the Said Premises, after giving reasonable notice to the tenant in this regard, to inspect the same to satisfy that the same is being used in accordance with the terms agreed upon as well as for the purpose of effecting repairs as herein above provided.

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- 27. While serving the notice period to vacate the premises, the tenant has to cooperate to show the flat to the prospects. Its non-observance shall be subject to a penalty of half month of rent.
- 28. Copy of the handing over / taking over document is attached as annexure-1 to this document

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement on the day, month and year first mentioned above.

WITNESSES:

1,

2.

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