

## INDIA NON JUDICIAL

# **Government of National Capital Territory of Delhi**

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#### e-Stamp

Certificate No. : IN-DL29641919250940V

Certificate Issued Date : 04-Jul-2023 10:13 AM

Account Reference : IMPACC (IV)/ dl718003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DLDL71800328437408740027V

Purchased by : AMIT KUMAR SAINI

Description of Document : Article 35(i) Lease- Rent deed upto 1 year

Property Description : CGN-121, DLF CAPITAL GREENS, SHIVAJI MARG, MOTI NAGAR, NEW

DELHI-110015

Consideration Price (Rs.)

(Zero)

First Party : GAGAN TRIKHA
Second Party : AMIT KUMAR SAINI
Stamp Duty Paid By : AMIT KUMAR SAINI

Stamp Duty Amount(Rs.)

100

(One Hundred only)





PARVESH KR. TYAGI
REGN. No. 2268/02
AREA-DELHI
EXPIRY DATE:
09/10/2027

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Statutory Alert:

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## RENT AGREEMENT

This Rent Agreement is made at New Delhi, on 12th July, 2023 between Sh. Gagan Trikha S/o Sh. Suraj Prakash Trikha R/o Flat IMP-02-1602, Imperial Court, Jaypee Greens Wishtown, Sector-128, Noida Uttar Pradesh-201304 hereinafter called the First Party.

### AND

Mr. Amit Kumar Saini S/o Sh. Dharamvir Saini R/o Gram Harigarh, Bhorakh, Kurukshetra, Haryana-136128, hereinafter called the Second Party.

The expression of the terms First Party and Second Party shall mean and include their legal heirs, successors, legal representatives, administrators, executors, and assignees.

AND WHEREAS the First Party has agreed to let out Apartment CGN121 in DLF Capital Greens, Ph-2, Shivaji Marg, Moti Nagar, New Delhi-110015 complete with fittings, fixtures and appliances as per Annexure 'A' along with One Car parking PN1005 hereinafter called the said Premises, for a limited period of 1 year commencing from 12th July 2023 to 12th July 2024 on monthly rent as per detail given below:-

- 1) Rent of Rs. 56,000/- (Rupees Fifty Six Thousand only) per month has been agreed upon shall be paid by Second Party to the First Party, on or before the 7<sup>th</sup> of every month by way of cheque.
- 2) Electricity, water and maintenance charges to DLF would be payable over and above the above mentioned rent by Second Party.

AND WHEREAS the Second Party has handed over 12 post dated cheques for the lease period to First Party.

## NOW THIS DEED WITNESSETH AS UNDER:-

- 1) That the First Party has granted and the Second party has accepted the tenancy in respect of said premises w.e.f. 12.07.2023 on the monthly rent in the manner as specified herein above.
- 2) That the Second Party shall pay one month rent in advance and shall pay the monthly rent regularly in advance latest by 7th day of each English calendar month.
- 3) That the Second party shall not sublet, re-let, assign or otherwise part with the possession of the said premises or any part thereof to anybody.

4) That the tenant shall not make any additions or alterations in the rented premises without prior written permission of the First party.

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- That the Second Party shall use the premises purely for RESIDENTIAL PURPOSE only for the residence of himself and his immediate family members only.
- 6) That the First party or their representatives can inspect the said rented premises at suitable hours, but in the presence of the Second Party with prior appointment.
- 7) That the First party would be at liberty to terminate the present agreement if the advance rent is not paid by 7<sup>th</sup> day of each English calendar month and if any clause of this lease agreement is violated by the Second party. The First party is at liberty to terminate the tenancy during the locking period of 6 months also, only in case of non-payment of rent or violation of the terms of lease.
- 8) That both parties have mutually decided to set a period of 6 months as lock-in period.
- 9) That if the Second party intends to vacate the said premises before the expiry of the lock-in-period of 6 months, the Second Party shall give the rent as agreed upon in this agreement for the balance of the lock-in-period, together with all the other applicable charges like service tax, etc. for the said in period to the First Party. If the Second Party fulfils all the terms mentioned in this agreement then it will not be open to the First Party to insist upon getting the premises vacated during the agreed lock-in period of 6 months.
- 10) That the First party has represented to the Second party that service tax is presently not applicable on lease of the said premises.
- 11) That in case Second Party wishes to vacate the said premises within the tenancy period but on expiry of the lock-in period, then, Second Party shall have to give one month written notice to the other party else he shall be liable to pay for the rent equivalent to the unexpired period thereof to the other party. If First party wishes to get vacated the said premises within the tenancy period but after lock-in period, then, the First party shall have to give one month written notice to the Second party. For the sake of clarity, it would be open to the parties to give notice for vacation of the premises one month prior to the expiry of the lock-in period of 6 months, thereby, requiring vacation of the premises on completion of the said lock in period on 12<sup>th</sup> January, 2024.
- 12) That if the First party at any time during the period of the agreement, sells, transfers, assigns, or otherwise dispose off their right in the said premises as a whole or in part then in that event the Second party shall have no objections whatsoever and shall attorn to such transfers and transfer on the same terms and conditions as are contained herein without any objections or conditions. However a letter shall be issued by the prospective new owner who would then be deemed to be First Party from then onwards, in favour of Second party confirming that the terms herein agreed shall be binding on the new owner who would assume all rights

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and responsibilities of First party as if this agreement had originally been executed with such new owner as the First party and he will also acknowledge the security deposit by the Second party to the First Party whose benefits shall be transferred to the new owner and all adjustment shall be in accordance with this agreement.

The First Party shall inform Second Party in 1 months advance if he wish/plan to sell the apartment after lock-in period.

- 13) That the house tax and property Tax in respect of the said property shall be paid by the First Party and any other tax levied for the usage of the said tenanted property shall be paid and borne by the Second Party, who agrees to pay service tax in addition to agreed rent if such tax is found payable or is introduced by the government.
- 14) That the Second Party has taken over the vacant, actual, neat, clean & freshly painted peaceful physical possession of the said premises in good living condition, up to his satisfaction, from the First Party and shall handover the said premises in same condition after expiry of tenancy period to the First Party.
- 15) That the Second Party shall not undertake any activity in the said rented premises which is in contravention of the prevailing Indian laws and also shall not store hazardous substance or illegal items in the said premises.
- 16) That the Tenant shall abide by all the rules and regulations of the D.D.A, M.C.D., BSES/TPDDL, DLF. Copies of paid monthly Maintenance, Electricity and Water Bills as per the separate meter(s) installed, shall be handed over to the First Party by the second party at the time of vacating the property. In case of any default or theft, there will be no liability of first party in any case.
- 17) That the First Party will receive **Rs. 1,02,000**/- (Eighty Six Thousand only) as Security Deposit and has received **Rs. 56,000**/- (Fourty Seven Thousand Only) as one month advance rent from the Second Party by Bank Transfer. The Security Deposit of **Rs. 1,02,000**/- shall be returned to the Second Party without interest at the time of vacating the said property, after adjustment to fall arrears, rent, electricity bill, water bills, maintenance charges of DLF damages or loss to the property, if any and it will not be adjusted against monthly rent or any other dues like Maintenance bill, Electricity bill etc.
- 18) That the Electrical Bill and Maintenance Charges will be applicable from the date of handing over of keys to the Second Party, the First Party will clear all pending bills towards Maintenance Charges, Electricity Charges etc till the date of handing over of Keys.
- 19) That the Second party shall be responsible for any minor leakages, damages done to the electrical, sanitary, wooden fittings and fixtures during the tenancy period. Second party will also take care of the maintenance of electrical appliances like Air Conditioners, Chimney etc.

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EXPIRY DATE:
09/10/2027

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However, The Service of Air Conditioners, Chimney etc will be done by the First Party before handing over of apartment to Second Party. Any kind of major repair jobs shall be the responsibility of First Party which will be caused by Building Structural issues like Seepage etc.

- 20) That the tenant shall not involve himself in any Anti-Social, illegal activity, which may cause damage to the owner's reputation. In case the Second Party is found to be involved in any such act, the First Party will have the right to get the premises vacated immediately.
- 21) That the Second Party here in shall be bound by this agreement, not to avail any loan against the said rented premises, in any and in all circumstances.
- 22) In case the Second Party fails to handover vacant, peaceful physical possession of the said premises to the First Party on the expiry of the agreement or termination by the first party by giving one month notice, then, it would be open to First Party right to take appropriate legal action against the Second Party and get the property vacated through the Court.
- 23) That this Rent Agreement has been drafted upon the instructions and facts furnished by both the parties to this Agreement.
- 24) That the tenant has submitted copy of below documents as identity proof.
  - Aadhar Card
  - PAN Card
- 25) That the Parties have agreed that notice(s) under the present Agreement may be given to the parties by email as under:
  - To First party at trikhagagan@gmail.com
  - To Second party at amitsaini4142@gmail.com
- 26) That the First Party shall not be responsible for any sorts of mishappening that include any injury, loss of life or wealth to second party or his/her family due to fire, electric shock, arson, dacoity, theft, natural disaster or any other reason during the period of tenancy. The First Party shall also not be responsible for covering any kind of insurance or making good in any manner.

27) That the Parties to this Agreement are citizens of India and have not been debarred by the prevailing Indian Laws to enter into this Rent Agreement.

IN WITNESSES WHEREOF, both the parties have signed this Agreement at Delhi on \_\_\_\_\_ July 2023 in the presence of the following witnesses.

WITNESSES

AREA-DELHI EXPURY DATE:

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FIRST PART

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SECOND PARTY