

*REVISED 8/2/2022*

RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated this 1st day of June, 2022, BETWEEN:

Kishan Soni and Jay Tailor  
(collectively and individually the "Landlord")

- AND

Aakaash Gosain, Sandeep Avula, Leo John, [Eric Camargo](#)

(collectively and individually the "Tenant")  
(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

**Leased Property**

1. The Landlord agrees to rent to the Tenant the condo, municipally described as 248, Matthews Drive, Newark, New Jersey 07103 (the "Property"), for use as residential premises only.
2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord, except. for the Tenant
3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
4. No animals are allowed to be kept in or about the Property without the revocable written permission of the Landlord.
5. Subject to the provisions of this Lease, the Tenant is entitled to the

exclusive use of the following parking on or about the Property:  
Property's garage and driveway

### **Term**

6. The term of the Lease commences at June 1st, 2022 and ends on June 1st, 2023 (the "Term")

### **Rent**

7. Subject to the provisions of this Lease, the rent for the Property is \$3,750.00 per month (the "Rent").

8. The Tenant will pay the Rent on or before the 1st day of each and every month of the term of this Lease to the Landlord by cash, check, mobile payment using a mobile money transfer service such as Venmo or Zelle.

9. The Tenant will be charged an additional amount of \$50.00 per day following the 5th day of every month where Rent is not paid by the Tenant. This allows a grace period of 5 days after the due date to pay Rent.

### **Security Deposit**

10. On execution of this Lease, the Tenant will pay the Landlord a security deposit of **\$2,875.00** (the "Security Deposit").

11. The Landlord will hold the Security Deposit at an interest-bearing account solely devoted to security deposits.

12. The Landlord will return the Security Deposit at the end of this tenancy within 30 days of the end of the Term, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.

13. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:

- a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls. including the repainting of such damaged walls;
- b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
- c. unplugging toilets, sinks and drains;
- d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
- e. repairing cuts, burns, or water damage to floors, carpets, and other areas;
- f. repairs due to misuse, negligence, or any damage to appliances within the property;
- g. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person. whom the Tenant is responsible for;
- h. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
- i. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
- j. any other purpose allowed under this Lease.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

14. The Tenant may not use the Security Deposit as payment for the Rent.

15. Within the time period required by the Lease and after the termination of this tenancy, the Landlord will mail or transfer the Security Deposit less any proper deductions or with further demand for payment to: x \_\_\_\_\_ , or at such other place as the Tenant may advise.

### **Inspections**

16. The Parties will complete, sign and date an inspection report at the beginning and at the end of this tenancy.

### **Renewal of Lease**

17. Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew the Lease for an additional term. Lease subject to change.

### **Tenant Improvements**

18. The Tenant will obtain written permission from the Landlord before doing any of the following:

- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
- b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
- c. installing a waterbed(s);
- d. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating or cooling units;
- e. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
- f. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

### **Utilities and Other Charges**

19. The Tenant is responsible for the payment of all utilities in relation to the Property.

### **Edit Insurance**

20. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either

damage or loss, and the Landlord assumes no liability for any such loss.

21. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.

22. The Tenant is not responsible for insuring the Property for either damage or loss to the structure, mechanical or improvements to the building of the Property, and the Tenant assumes no liability for any such loss.

23. The Tenant is responsible for insuring the Property for liability insurance for the benefit of the Parties.

### **Governing Law**

24. This Lease will be construed in accordance with and exclusively governed by the laws of the State of New Jersey.

### **Severability**

25. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

### **Amendment of Lease**

26. This Lease may only be amended or modified by a written document executed by the Parties.

### **Assignment and Subletting**

27. Without the prior, express, and written consent of the Landlord, the Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property.

A consent

by Landlord to one assignment, subletting, concession, or license will not be deemed to be a consent to any subsequent assignment,

subletting, concession, or license. Any assignment, subletting, concession, or license without the prior written consent of Landlord, or an assignment or subletting by operation of law, will be void and will, at Landlord's option, terminate this Lease.

### **Damage to Property**

28. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

### **Care and Use of Property**

29. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord. 30. The Tenant will not engage in any illegal trade or activity on or about the Property.

31. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.

32. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.

33. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.

34. At the expiration of the term of this Lease, the Tenant will quit and

surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

### **Rules and Regulations**

35. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

### **Lead Warning**

36. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

### **Address for Notice**

37. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the contact information below:

For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

a. Name: Kishan Soni & Jay Tailor.

The contact information for the Landlord is:

c. Phone: (609) 665-7073 & (609) 481-5889

d. Email address: kishansoni0795@gmail.com &  
j.tailor20142@gmail.com

## **General Provisions**

38. All monetary amounts stated or referred to in this Lease are based in the United States dollar.

39. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

40. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.

41. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.

42. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

43. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Lease.

44. The Tenant will be charged an additional amount of \$50.00 for each N.S.F. check or checks returned by the Tenant's financial institution.

45. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa. 46. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures. 47. This Lease




constitutes the entire agreement between the Parties.

48. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.

49. Time is of the essence in this Lease.

IN WITNESS WHEREOF [Eric Camargo](#), Aakaash Gosain, Leo John, Sandeep Avula and Kishan Soni and Jay Tailor have duly affixed their signatures below on this 1st day of June, 2022

[REVISED 08/02/22](#)

Tenant		Landlord	
Aakash Gosain	Date	Jay Tailor	Date
Co-signer	Date		<b>08/02/22</b>
Leo John	Date	Kishan Soni	Date
Co-signer	Date		<b>08/02/22</b>
Sandeep Avula	Date		
Co-signer	Date		
Eric Camargo	Date		
Co-signer - Edwin Camargo	08/02/22		
	Date		
	08/02/22		

	Date		
	Date		

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the day of , 20\_\_ .

\_\_\_\_\_  
\_ Tenant