New Jersey Residential Lease Agreement

THIS LEASE AGREEMENT (herein referred to as the "Agreement") is made on <u>August 9, 2022</u>, by and between

<u>Hastin Shah</u>, (hereinafter referred to as "Landlord")

<u>Hrithik Gowda Manjunatha, Kishan Gangarama, Abhishek Narayana, Ankith Prakash Chikkur, Preetham Chandrashekar</u> (hereinafter referred to as "Tenant")

WITNESSETH:

WHEREAS, Landlord is the fee owner of certain real property being, lying and situated in Hudson County, New Jersey, such real property having a street address of <u>56 Poplar Street</u>, Apt # 1, Jersey City, New Jersey 07307, (hereinafter to as the "Premises").

WHEREAS, Landlord is desirous of leasing the Premises to Tenant upon the terms and conditions as contained herein; and

WHEREAS, Tenant is desirous of leasing the Premises from Landlord on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. **TERM**. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of 12 months, such term beginning on September 1, 2022, and ending at 12 o'clock midnight on August 31, 2023.
- 2. **RENT**. The total rent for the term hereof is the sum of THREE THOUSAND (\$3000) DOLLARS, payable on the first day of each month of the term. All such payments shall be made to Landlord at Landlord's address as set forth in the Notice section to this Agreement on or before the due date and without demand.

All Tenants are together and collectively responsible for the full rent. In case one of the Tenants on the lease, leaves the apartment before the end of the lease, the remaining Tenants agree to take over the lease and will assume responsibility of the full rent. The rent needs to be paid in full every month.

3. **SECURITY DEPOSIT.** Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of <u>THREE THOUSAND</u> (\$3000) <u>DOLLARS</u>, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, and less any set off for damages to and cleaning of the Apartment or for any other loss caused by the Tenant) within thirty (30) days of the termination of this Agreement and upon Tenant vacating the Apartment. The Landlord may deduct from the Security Deposit any costs resulting from the Tenant's failure to comply with any of the terms of the Lease. If the Landlord makes any such deductions, then upon demand, the Tenant shall promptly restore the Security Deposit to its original amount. The Security Deposit shall not be used by the Tenant for the payment of rent.

More than One Tenant-Return of Security Deposit. The Landlord will return the security deposit to the Tenants in the manner all Tenants tell the landlord in writing to return the security deposit.

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4. USE OF PREMISES. The Premises shall be used and occupied only by the Tenants mentioned in the lease and no part of the Premises shall be used at any time during the term of this Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

Only the individuals mentioned in the lease can stay in this apartment. If the Tenants want to add anyone else to the lease, they need to inform the Landlord and gain his approval. Provided both parties agree to the new terms, then the new person(s) will be added to the lease, and the lease will be renewed. If the Tenant does not inform the Landlord of new Tenant and/or sublet one of their rooms without getting prior approval from the Landlord, the security deposit will not be refunded.

- 5. **CONDITION OF PREMISES**. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
- 6. **ASSIGNMENT AND SUB-LETTING**. Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of the Landlord. Consent by the Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
- 7. **ALTERATIONS AND IMPROVEMENTS**. Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Agreement.
- 8. **NON-DELIVERY OF POSSESSION**. In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Agreement and all rights hereunder shall terminate.
- 9. **HAZARDOUS MATERIALS**. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
- 10. **UTILITIES.** Tenant shall be responsible for paying for gas and electric services required on the Premises. The Tenants shall take the Gas and electric service account under their name within 15 days of signing the lease and pay the utility company directly each month. If this is not done within 15 days of signing the lease, the Tenants must notify the Landlord. If the Tenants notify the Landlord about not being able to take the gas and electric service account under their name(s) and/or if the Landlord finds out that the Tenants have a delinquency with the utility company, the Landlord will take the gas and electric service account under their name. In such case, Gas and electric use will be billed by and paid directly to the Landlord each month. The Landlord will not share the bill with the Tenant.

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Tenant must report any concerns with water usage/leaks. If the tenant is negligent/does not report the leak, tenant remains solely responsible for all associated utility charges regardless of any delays in identifying and correcting the reported problem.

- 11. **MAINTENANCE AND REPAIR; RULES**. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
 - (a) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
 - (b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
 - (c) Not obstruct or cover the windows or doors:
 - (d) Not leave windows or doors in an open position during any inclement weather;
 - (e) Not hang any laundry, clothing, sheets, etc. from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
 - (f) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
 - (g) Keep all air conditioning filters clean and free from dirt;
 - (h) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
 - (i) Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents:

Remove snow and ice from property premises including but not limited to walkways, sidewalks, entryways and parking areas. The Tenant and their guests shall hold the Landlord harmless from any and all claims for damage or personal injury resulting in any way from snow or ice on any area serving the premises

- (j) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- (k) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements. The Tenant shall be solely responsible for complying with all city ordinances related to the cleanliness of the Premises and the collection of trash. The Tenant shall be solely responsible for any fines payable as Additional Rent for Tenants failure to comply with such ordinances.;
- (l) If the Apartment is damaged or in need of repair, the Tenant must promptly notify the Landlord. The Landlord will have a reasonable amount of time to make repairs. The Landlord is not responsible for any inconvenience or interruption of services due to repairs, improvements or for anything beyond the Landlord's control.
- 12. **EARLY TERMINATION.** Tenant may terminate the lease prior to its stated termination date by complying with the following procedures, and subject to approval by Landlord. Failure to comply with each of these procedures shall result in early termination being null and void, and in such case the lease shall remain in full force and effect, and as such, Tenant will be responsible for all rent payments until

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the end of the lease period:

- a) Tenant shall provide Landlord with written notice of his/her intention to terminate (hereinafter referred to as the "Notice of Termination"). Such notice shall be effective only at the end of a calendar month (for example, notice given on May 15 would be effective May 31); and
- b) Tenant shall pay an early termination fee equal to three (3) month's rent, payable with the aforementioned Notice of Termination; and
- Apartment will be inspected by the landlord, and landlord is satisfied that there are no damages;
 and
- d) Tenant may not be in default pursuant to the Lease at the time the Notice of Termination is provided, or at any time thereafter; and
- e) Tenant shall pay all rents and other monies due from the date of the giving of the Notice of Termination through the conclusion of such notice period; any rent concessions received must be repaid in full to the Landlord; and
- f) Tenant vacates the premises on or before the termination date stated in the Notice of Termination and removes all personal property as required by the lease.

The foregoing early termination option may be exercised by Tenant and the parties specifically agree that the liquidated damages provided above are a fair and reasonable estimate of the damages which the Landlord would incur in the event of a breach of this Agreement.

- 13. **DAMAGE TO PREMISES**. In the event the Premises are destroyed or rendered wholly untenantable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered untenantable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such untenantable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms.
- 14. **ADDITIONAL RENT.** Landlord may perform any obligation under this Agreement which are Tenant's responsibility and which Tenant fails to perform. The cost to the Landlord for such performance may be charged to the Tenant as "additional rent" which shall be due and payable with the next installment of monthly rent. The additional rent may include reasonable attorney's fees incurred by Landlord because of Tenant's failure to perform under this Agreement. Landlord has the same rights against Tenant for failure to pay additional rent as Landlord has for Tenant's failure to pay monthly rent. This means the Landlord may evict Tenant for failure to pay additional rent.
- 15. **INSPECTION OF PREMISES**. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises or the building. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, but do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.
- 16. SUBORDINATION OF LEASE. This Agreement and Tenant's interest hereunder are and shall be

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subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

- 17. **SURRENDER OF PREMISES**. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement.
- 18. **ANIMALS**. Tenant shall not keep any animals on the premises.
- 19. **QUIET ENJOYMENT**. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
- 20. **INDEMNIFICATION**. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
- 21. **DEFAULT**. If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.
- 22. **LATE CHARGE**. In the event that any payment required to be paid by Tenant hereunder is not made within five (5) business days of when due, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, a "late fee" in the amount of Ten (10%) Percent. For purposes of this section, a "business day" means any day other than a Saturday, Sunday or State or federal holiday.
- 23. **ABANDONMENT**. If at any time during the term of this Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
- 24. **ATTORNEYS' FEES**. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

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- 25. **RECORDING OF AGREEMENT**. Tenant shall not record this Agreement on the Public Records of any public office. In the event that Tenant shall record this Agreement, this Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
- 26. GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New Jersey.
- 27. **SEVERABILITY**. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
- 28. **BINDING EFFECT**. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
- 29. **DESCRIPTIVE HEADINGS**. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
- 30. **CONSTRUCTION**. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
- 31. NON-WAIVER. No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
- 32. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
- 33. CRIME INSURANCE. As required by New Jersey law (NJSA Section 46:8-39), under Title VI of the Housing and Urban Development Act of 1970, the Federal Government is subsidizing crime insurance in order to make the same available to Residents in the State of New Jersey. Tenant, as a Resident, may be eligible to purchase this insurance from the SAFETY MANAGEMENT INSTITUTE; located in Washington, D.C. Tenant may contact this company directly to obtain an application and further information. Tenant may call the following toll free number: (800) 638-8780. Crime insurance is available for tenants in all habitable property through the New Jersey Underwriters Association, Crime Insurance Indemnity Plan. To apply for crime insurance, contact the New Jersey Underwriters Association, Crime Insurance for Habitable Property, 744 Broad Street, Newark, New Jersey, 07102 directly for an application.
- 34. CHILD PROTECTION WINDOW GUARD OPTION. Pursuant to New Jersey law (NJSA Section 55:13A-7.14), Tenant can have window guards installed on the Premises and the public halls (1) by making a written request to Landlord and (2) if a child 10 years of age or younger resides on the Premises and (3) if Tenant lives in a dwelling above the first floor. Residents living on the first floor may only request window guards on windows in public halls above the first floor to which persons in the resident's dwelling have access without having to go out of the building. Landlord may, at Landlord's option, recoup the costs associated with the installation of the window guards through increased rent.
- 35. **RETURN OF KEYS**. Tenant must return the keys to the Premises to Landlord when Tenant vacates the Premises.
- 36. TRUTH IN RENTING. Resident acknowledges receipt today of the Truth in Renting information, required to be provided by New Jersey law (NJSA Section 46: 8-45).
- 37. NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed

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sufficiently given or served if sent by email.

Landlord and Tenant shall each have the right from time to time to change the notice method is to be given under this paragraph by written notice thereof to the other party.

38. ADDITIONAL PROVISIONS; DISCLOSURES.

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

As to Landlord this August 9,2022

LAND	LORD:				
Sign:	Hastin	Print:	Hastin Shah	Date:	08 / 12 / 2022
As to T	Tenant, this <u>August 9,2022</u>				
TENA	NT ("Tenant"):				
Sign:	Ankth	Print:	Ankith Prakash Chikkur	Date:	08 / 12 / 2022
Sign:	Abhird et W	Print:	Abhishek Narayana	Date:	08 / 12 / 2022
Sign:	Vredue (Print:	Preetham Chandrashekar	Date:	08 / 12 / 2022
Sign:	Kidag	Print:	Kishan Gangarama	Date:	08 / 12 / 2022
Sign:	Ville	Print:	Hrithik Gowda Manjunatha	Date:	08 / 12 / 2022

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TITLE 56p apt#1

FILE NAME 56p

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AUDIT TRAIL DATE FORMAT MM / DD / YYYY

STATUS • Signed

Document History

O8 / 12 / 2022 Sent for signature to HASTIN SHAH (hastins@gmail.com),

SENT 06:50:48 UTC Preetham (preetham.c18@gmail.com), Ankith Prakash Chikkur

(ankith.chikkur@gmail.com), Abhishek Narayana

(abhishek0106gowda@gmail.com), Kishan Gangarama (kishanr9777@gmail.com) and Hrithik Gowda Manjunatha

(hrithikgm2105@gmail.com) from jerseypropertyrental@gmail.com

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July 1	08 / 12 / 2022	Signed by Hrithik Gowda Manjunatha (hrithikgm2105@gmail.com)
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<u>▶ № 08 / 12 / 2022</u> Signed by Kishan Gangarama (kishanr9777@gmail.com)

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<u>▶</u> **08 / 12 / 2022** Signed by HASTIN SHAH (hastins@gmail.com)

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O8 / 12 / 2022 Viewed by Ankith Prakash Chikkur (ankith.chikkur@gmail.com)

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7 08 / 12 / 2022 The document has been completed.

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