**LEASE AGREEMENT**

THIS AGREEMENT OF LEASE MADE AND EXECUTED ON THIS, THE TWENTY-SEVENTH DAY OF APRIL TWO THOUSAND AND TWENTY-TWO (27.04.2022) AT BANGALORE

**BETWEEN:**

1. **Mr. ISMAIL KHAN**

Aged about 36 years

S/o I.K Iftakar Ahmed Khan

Aadhar No: 4564 6647 6802

1. **Mrs. FARHEEN SULTANA**

Aged 30 Years  
W/o. Ismail Khan

Aadhar No: 2567 7686 2727

Hereinafter referred to as the “**LESSOR**” (which term shall mean and include their heir, legal representatives, executors, administrators, assigns, attorneys, successors in interest etc.,) of the ONE PART.

**AND:**

**Mr. AKBAR**

S/o UBAIDHULLA

Aged 49 years

Aadhar No: 3656 5943 3035

Hereinafter referred to as the “**LESSEE**” (which term shall mean and include his heir, legal representatives, executors, administrators, assigns, attorneys, successors in interest, etc.,) OF THE OTHER PART.

WHEREAS, the LESSOR herein are the Absolute Owners by title and well possessed of the immovable property namely residential premises bearing Municipal Corporation No.47, situated at 2nd Cross, Ramaiah Layout, New BBMP Ward No.29, Kacharakanahalli, Bangalore, (Formerly being Site Bearing No.64, Assessment No.52/2-64, situated at Kacharakanahalli Village, Kasaba Hobli, Bangalore North Taluk, Bangalore)

WHEREAS the LESSEE herein who was in search of a residential premises, approached the LESSOR to let out the Second Floor of the said property and offered to take on lease, of the SCHEDULE PREMISES and the LESSOR accepted the said offer and agreed to lease out the same to the LESSEE and in pursuance thereof the parties herein entered into this agreement as hereunder.

**NOW THIS INDENTURE WITNESSETH:**

That, the LESSOR has leased out and the LESSEE has taken on lease on this day the immovable property namely Residential Premises bearing Municipal Corporation No.47, situated at 2nd Cross, Ramaiah Layout, New BBMP Ward No.29, Kacharakanahalli, Bangalore, (Formerly being Site Bearing No.64, Assessment No.52/2-64, situated at Kacharakanahalli Village, Kasaba Hobli, Bangalore North Taluk, Bangalore), RCC roofed house in the Second Floor, with the amenities, fittings and accessories described hereunder in the schedule and which property be hereinafter called referred to as the “SCHEDULE PREMISES”, on the following terms and conditions.

1. **PERIOD OF LEASE**: The period of Lease shall be for **Twenty-Four (24) months**, commencing from **27.04.2022 to 26.04.2024**. The same may be renewed after 24 months subject to terms and conditions as mutually agreed upon between the LESSOR and the LESSEE.
2. **INTEREST FREE REFUNDABLE SECURITY DEPOSIT:** The LESSEE has paid an amount of **Rs 9,00,000/- (Rupees Nine Lakhs only)** as **Security Deposit**, to the LESSOR as an **interest free** security deposit for due performance of obligations as LESSEE. The LESSOR shall hold the security deposit free of interest and shall refund the said deposit in the same manner in which it has been received at the time of vacating the Schedule Premises by the LESSEE to LESSOR subject to deduction of arrears of rent, electricity charges, against premises restoration (cleaning, painting, etc.) charges, For any major damage, repairs of premises/fittings (wooden, electrical or otherwise) the charges for the same will be adjusted in the Deposit. The LESSEE has paid the aforementioned amount in the following manner:
   * Rs. 50,000/- (Rupees Fifty Thousand only) through PhonePe with transaction id T2204171658141311901527 on 17/04/2022.
   * Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) by cash on 23/04/2022.
   * Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) by cash on 25/04/2022.
   * Rs. 2,00,000/- (Rupees Two Lakhs only) by cash on 27/04/2022.
   * Rs. 3,50,000/- (Rupees Three Lakhs and Fifty Thousand only) by cheque dated 05/05/2022. Cheque bearing No xxx issued from Kotak Mahindra Bank, Bengaluru.
3. **RENT OF THE PREMISES:** The LESSEE shall pay a sum of **Rs 3,000/- (Rupees Three Thousand only)** per month (including Maintenance Charges). The rent for each English calendar month shall be paid in Advance on or before the 1st Day of the month. After 24 months, the rent may be increased a maximum of 10% and every 24 months thereafter.
4. **PURPOSE:** The LESSEE shall use the Schedule Premises for residential purposes only and shall not sublet or underlet the Schedule Premises in full or part to any others. The LESSEE shall also live in the premises without causing disturbances to the neighbors. The lessee shall not carry-on offensive trade or business nor hoard explosive materials except the cooking gas.
5. **POSSESSION:** The LESSORs hereby grant the lease and the LESSEE hereby accepts the lease of the Schedule Premises morefully described in the Schedule Premises here below to have and hold the same for the period herein provided. The LESSORs have placed the LESSEE in possession for the Schedule Premises on **27th April 2022.**
6. **CHARGES FOR ELECTRICITY AND WATER SUPPLY:** The LESSOR has provided separate electricity meter No.5EEH53321 to the Schedule Premises and the LESSEE shall pay the Electricity Charges with regard to the consumption of the same, to the BESCOM respectively well within due date every month without fail. The LESSOR has provided shared water and motor electricity meter No.5EEH53324 to the Schedule Premises and the LESSEE shall share the Water and Electricity Charges along with other tenants of the building.
7. **BAR ON SUB-LETTING:** The LESSEE shall not sub-let, re-let or part with possession of the Schedule Premises or any part or portion of this to/or in favor of any person/s on any terms or conditions.
8. **ADDITIONS AND ALTERATIONS:** The LESSEE shall keep the Schedule Premises in good and tenantable condition, and shall not carry out or make any alterations, modifications or repairs in respect of the Schedule Premises without the prior written approval or consent of the LESSOR. The LESSEE shall not put-up or install any permanent/temporary structure in the Schedule Premises.
9. **USE OF PREMISES:** The LESSEE shall use and enjoy the premises with utmost care and caution breaking and/or any of the amenity, furnishing, accessory etc., the LESSEE shall make good the loss of the LESSOR. The LESSOR shall be entitled to deduct such amount/s to make good the loss from and out of the advance/security deposit with the LESSOR and/or shall also be entitled to recover the same from the LESSEE in this behalf.
10. **REPAIR AND MAINTENANCE:** The LESSEE shall be liable to maintain the Schedule Premises clean and tidy in a tenantable condition and the repairs to the Schedule Premises shall be carried out by the LESSOR from time to time. The LESSEE shall not put up any permanent/temporary structure nor damage the building subject to natural wear and tear.
11. **DELIVERING BACK OF POSSESSION:** On termination of lease period, the LESSEE shall deliver back vacant possession of the Schedule Premises to the LESSOR in the same condition in which it was let out subject only to change by natural wear and tear. The LESSEE shall not remove/cause to change any of the fittings and fixtures or their place or position.
12. **TERMINATION OF LEASE AGREEMENT:** This Lease Agreement shall be terminated on completion of the Lease period aforementioned. The LESSEE paying the agreed rent of the Schedule Premises regularly and observing the covenants contained herein, the LESSEE shall be entitled for peaceful possession and quiet enjoyment of the Schedule Premises during the period of Lease without any obstruction, let or hindrance by the LESSOR or any other persons engaged by the LESSOR.
13. **EXTENSION OF LEASE AGREEMENT:** The LESSEE can express his intention to continue in the Premises two months in advance to the completion of the Lease period aforementioned and after mutual discussion and on mutual terms agreeable to both the parties, the above said lease period will be extended for the agreed term. The LESSEE failing to come to mutual understanding with the LESSOR to renew the lease on mutual agreed terms, shall have to vacate on the expiry of the lease period.
14. **PROVISION FOR EARLIER TERMINATION:** This Lease Agreement can be terminated either by the LESSOR or by the LESSEE at any time before the expiry of the period specified herein by giving two months prior written notice to the other party. The LESSEE has to allow the LESSOR or the prospective tenants to inspect the premises during this two months notice period. Notwithstanding what is stated above, the agreement shall be liable to be revoked by the LESSOR, if the LESSEE is in default in the payment of the rent and or other charges, two months after they have fallen due or if the LESSEE commits breach of any terms and conditions of this Agreement.
15. **PROPERTY TAX:** The LESSOR shall bear and pay the property taxes, rates and cess payable to the BBMP authorities in regard to the premises.
16. **INSPECTION AND ENTRY:** The LESSOR and/or his representatives shall be entitled to enter upon the premises with prior appointment to inspect the same to satisfy himself/herself that the premises is being used in accordance with the terms of tenancy.
17. **OBLIGATION OF THE LESSEE:** The LESSEE hereby agrees to get the Schedule Premises painted at the time of vacation the premises or pay the expenses that shall occur for painting the Schedule Premises.

**“SCHEDULE PREMISES”**

All that piece and parcel of immovable Residential property bearing Municipal Corporation/BBMP No.47 (Old No.64), situated at 2nd Cross, Ramaiah Layout, with BBMP Assessment/ E-Aasthi number 1626959 and PID No. 89-38-47, Kacharakanahalli New BBMP Ward No.29 (old ward No.89), Kasaba Hobli, Bangalore North Taluk, Bangalore, RCC roofed house in the Second Floor, consisting of one hall, one kitchen, two bedrooms (One with attached bathroom/toilet), common bathroom/toilet, electricity and water facilities.

**FITTINGS AND FIXTURES:**

* Ceiling Fans
* Exhaust Fans
* Geysers
* Kitchen Cabinets
* Wardrobe in one Bedroom
* Basic Amenities

IN WITNESS WHEREOF BOTH THE LESSOR AND THE LESSEE HAVE SET THEIR RESPECTIVE SIGNATURE TO THIS **LEASE AGREEMENT** ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED.

**WITNESSES:**

1. **LESSOR No.1**

(Ismail Khan)

**LESSOR No.2**

(Farheen Sultana)

1. **LESSEE**

(Akbar)