Sublease agreement for a furnished apartment

Between Mrs. Celina Clément and Jonas Bülles living in Wittelsbacherallee

141, 60385 Frankfurt

- hereinafter the "main tenants" - on the one hand

and

Mrs. Shipra Navin Dhote born 29.10.1991 currently residing at

KRASLAVAS IELA 30, LV-1003 Riga

and

Mr Navin Ajit Dhote born on 04/23/1990 currently residing in KRASLAVAS

IELA 30, LV-1003 Riga

- hereinafter jointly referred to as the "subtenants" - on the other hand

the following sublease agreement is concluded:

§ 1 rental property

1.1 The main tenants sublet to the subtenants exclusively for residential purposes and

Exclusive use to the subtenants in the building Wittelsbacherallee 141 60385 Frankfurt

on the 1st floor, apartment on the right (hereinafter the "apartment" or the "rented property").

The subtenant is aware that the main tenant is himself a tenant and towards the

The owner of the apartment does not enjoy protection against dismissal.

1.2 The main tenants in turn rent the apartment from their landlord Richard and Esther

Heuberger (the "main landlord") on the basis of the rental agreement dated February 1, 2021 (das

"main tenancy" or the "main tenancy agreement") and sublets the apartment to the

Subtenants with the consent of the main landlord. The main lease becomes this

Attached is a sublease agreement. The provisions of the main rental agreement apply to this

Sublease in addition to this sublease agreement.

1.3 The apartment consists of 3 rooms, 1 balcony and the following adjoining rooms: 1 kitchen and 1

Bathroom with shower and toilet.

1.4 The sublet living space is approx. 68.00 square meters.

1.5 The contracting parties will create a handover protocol and the sublease contract as

attach attachment.

1.6 The apartment will be handed over to the subtenant furnished. The rented furniture/

Equipment is described in an inventory list attached to the handover protocol.

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1.7 The handover of the rented rooms to the subtenants takes place after receipt of the complete

first rent plus operating costs (the "total rent") in the amount of 1370€ and one third of

Deposit of 1055€ on the main tenants' account.

§ 2 Setup/transfer of use

For the duration of the sublease, furnishings may only be taken with

be removed or relocated elsewhere with the permission of the main tenants. The lodgers are

without the written permission of the main tenant (landlord) is not entitled to use the rented premises in whole or in part

partially, for a fee or free of charge, to third parties or to persons other than the

additionally or alternatively in the rented rooms.

§ 3 Key

3.1 The subtenants will be given the following keys for the duration of the sublease: 2

Front door key, 2 apartment keys and 2 mailbox keys.

3.2 Sub-tenants may only make additional keys with the consent of the main tenant.

The subtenants may replace existing locks or install new locks (or have them installed).

also only with the consent of the main tenants.

3.3 If the subtenants lose one or more keys, they have to report the loss immediately

show main tenants. The subtenants bear the costs of the replacement purchase

come key. For security reasons, the affected door lock needs to be replaced

necessary, the subtenants bear the costs incurred.

3.4 Does the building have a central locking system and the loss of one or more

The key to endangering the security of the entire building by the subtenants are the

For security reasons, the main tenant is entitled to replace the entire central locking system.

The costs for this are to be borne by the subtenants.

§ 4 Sublease Period

4.1 The sublease begins on November 25, 2022. The sublease is in accordance with §

575 paragraph 1 number 1 BGB and ends on May 31, 2023, without there being a

Termination is required because the main tenants use the rooms as an apartment for themselves, their family members

or members of their household want to use and there are the following reasons for this: personal use

after a stay abroad.

4.2 The duration of the sublease is also determined by the duration of the main lease

between the main tenants and the main landlord. This sublease agreement can

cannot be continued beyond the end of the main tenancy. For the peculiarity

of the sublease, the main tenants have a special right of termination

conceded. If the main lease is terminated before May 31, 2023,

Notwithstanding the foregoing, the main tenants may terminate this sublease agreement at the time

terminate at the end of the main rental agreement. In such a case, notice of termination must be given immediately

after becoming aware of the date of termination of the main tenancy

take place, otherwise the main tenants are liable for the damage that the subtenants incur as a result,

that they find out belatedly about the end of the rental period.

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4.3 Since the sublease agreement was concluded for a specific period of time, it can be canceled before the end of the

agreed sublease period for reasons other than termination of the main lease

not be properly terminated. The right to extraordinary termination remains unaffected. the

The requirements for termination are based on the statutory provisions. Each termination has

to be made in writing, § 568 Para. 1 BGB. The sublease contract can only be signed by the subtenants

be terminated altogether.

4.4 If the subtenants continue to use the apartment after the end of the sublease period, this applies

Sublease not be considered tacitly renewed or re-established. § 545 BGB does not find any

application

§ 5 Rent

5.1 The monthly rent excluding operating costs (the “basic rent”) at the beginning of the

Sublease €1,055.00.

5.2 Increases from the main tenants to the main landlord according to the main rental agreement

paying basic rent, the contracting parties agree that these changes also in relation

the main tenant to the sub-tenants from the time of their increase in the main tenancy

are valid. The main tenants can only demand an increased basic rent from the subtenants if they

can prove the rent increase in the main tenancy.

§ 6 operating costs

6.1 In addition to the basic rent, the subtenants pay all accruing costs to the main tenants

apportionable operating costs for the apartment and proportionately for those used jointly

Areas in the building in accordance with the Operating Costs Ordinance (BetrKV) in its currently valid version.

6.2 In addition, the following other operating costs within the meaning of § 2

Section 17 BetrKV reassigned:

- Electricity costs

- Telephone/Internet

- gas costs

6.3 The operating costs allocated to the subtenants are monthly

Prepayment of operating costs in the amount of €315.00 to be made. The advance payment of operating costs can

be adjusted as soon as there is an additional payment in the annual statement.

6.4 The following is agreed for the allocation of the billable operating costs:

a) The heating costs (gas) are allocated to the subtenants as follows: according to the recorded

individual consumption.

b) The costs of the hot water supply are allocated to the subtenants as follows: after

recorded individual consumption.

c) Is the apartment provided with heating and/or hot water by connected floor heating/therme

and hot water supply system or by separate floor heating/individual gas fireplace(s)

and hot water device(s) supplied, the costs of their cleaning and maintenance will be charged proportionately

the subtenants transferred.

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d) Other operating costs are dependent on consumption or causation

Subtenants apportioned, as far as the individual consumption or causal contribution of the

subtenant is recorded, otherwise according to the following allocation key: as far as permissible, according to the

Scale of the main lease.

6.5 The main tenant is entitled to declare in text form before the start of a

billing period, the allocation key for the future at reasonable discretion

to change in whole or in part to reflect the different consumption or the recorded

different causation into account.

6.6 If the rent from the main tenants to the main landlord according to the main rental agreement

increase the operating costs to be paid, these changes also apply to the relationship with the main tenants

the subtenants from the time of their increase in the main tenancy. The main tenants

can only demand an increased advance payment for operating costs from the subtenants if they

can prove cost increases in the main tenancy.

6.7 The main tenants are obliged to pay the operating costs in advance, about the operating costs

billed annually in accordance with the applicable statutory provisions. Of the

The billing period ends on December 31 of each year. The main tenant is entitled

to the extent appropriate to change the billing period.

6.8 If billing errors are recognized later, the main tenants are entitled to correct them,

even if the correction leads to additional charges for the subtenant. This right is the

Main tenant within one year, calculated from knowledge of the additional payment claim

causative error, too.

§ 7 Payment of basic rent and operating costs

7.1 The total rent (the basic rent including operating costs) of €1,370.00 is monthly

in advance, no later than on the third working day of a calendar month to the following account details

Main tenant to transfer:

Account Owner: Celina Clément

Credit institution: Triodos Bank, BIC: TRODEF1

IBAN: DE17 5003 1000 1086 7420 00

7.2 The first total rent is to be paid before the rental property is handed over.

7.3 The receipt of the money by the main tenants is decisive for the timeliness of the payment.

§ 8 Rental security/deposit

8.1 The subtenants have to the main tenants to secure their claims from the

Sublease in accordance with § 551 BGB a deposit totaling € 3165.00

Afford. One third of this (€1055.00) at the beginning of the rental period is combined with the first month's rent

to pay. The remaining share (€2110.00) is mandatory together with the second

monthly rent paid.

8.2 The main tenants are entitled to terminate the sublease for good cause,

if the subtenants are in arrears with the provision of security in the amount that the

corresponds to three times the monthly cold rent.

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8.3 The rental security is after the end of the sublease and return of the rental property

to be settled and returned to the subtenants as soon as it is clear that the main tenants

are not entitled to any claims from the sublease. If after the end of the

If a subsequent claim for operating costs is to be expected in the sublease, the main tenants may

until the expiry of the billing period to which it is entitled of twelve months after the end of the agreed period

billing period retain the rental deposit in the amount required to secure their

additional claims is reasonable.

8.4 The subtenant receives the security deposit back after the end of the sublease contract, provided that

all claims from the contract have been fulfilled by the subtenant. Otherwise it is

Main renter entitled to withhold part of the security deposit. Reasons can be: Pending

Rental payments, damage caused by the subtenant to the property, the furnishings and

similar.

It is not possible for the subtenant to withdraw the deposit.

§ 9 Condition of the apartment, main tenant liability for defects

9.1 The apartment is given to the subtenant in whole or in part at the beginning of the sublease

delivered unrenovated.

9.2 The subtenants have inspected the apartment in detail and are informed of the condition of the rented rooms

known. The condition of the apartment when it is handed over to the subtenant is recorded in a protocol

recorded, which is an essential part of this sublease agreement. Should be in the log

Defects are listed, they will be reported by the subtenant in the absence of any other declaration

Handover protocol accepted as in accordance with the contract.

9.3 The no-fault liability of the main tenants for the

sublease contract existing or created material defect of the rental property

Injury to life, body, health, property or assets

Subtenants are excluded unless the main tenants have caused the defect fraudulently

concealed or were in arrears with remedying the defect.

9.4 The main tenant is liable for damage to property and financial loss caused by the subtenant

limited to intent and gross negligence, unless it is a matter of defects

property damage caused by the rented property to objects of the subtenants, the subtenants

not avert it through your own precautionary measures or against which the subtenants object

usually cannot insure.

9.5 Otherwise, the liability of the main tenants is based on the statutory provisions.

§ 10 Structural changes by the subtenants

10.1 The subtenants may not carry out any repairs without the prior consent of the main tenants,

no structural or other changes, in particular no conversions, additions, built-ins or

Carry out installations (hereinafter the "changes"), insofar as they exceed the contractual

Use beyond.

10.2 Drilling through or drilling into tiles always requires the consent of

main tenant; this is to be granted if the piercing or drilling leads to a

appropriate use of the rooms, in particular for attaching still

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non-existing furnishings belonging to proper use

is necessary and does not exceed the usual level and as far as other safe ones

Application techniques such as drilling in the joints or using modern gluing techniques

cannot be used.

10.3 The subtenants accept changes with or without the prior consent of the main tenants

before, the main tenants are not obliged to bear the costs. However, the main tenants are

entitled, when the subtenants move out, to object to their facilities or structural changes

Reimbursement of the costs proven by the subtenants minus a reasonable one

deduction for wear and tear for each full year of residence, unless the

Subtenants have a legitimate interest in taking the equipment with them. Make the

If the main tenant does not exercise their right to take over, the subtenants are at the request of the

The main tenant is obliged to maintain the previous condition of the rented premises at his own expense

to restore. If the subtenant refuses or defaults, the main tenants are entitled to

to have the previous condition restored at the expense of the subtenant.

§ 11 Use and care of the apartment

11.1 The subtenants may only use the apartment for residential purposes.

11.2 The subtenants are obliged to keep the rented property, the equipment and rooms rented with them,

To treat facilities and systems gently and with care.

11.3 The subtenants are responsible for the proper cleaning of the rented property.

If you do not come to the obligation to clean and care for the rented property or only partially in general

usually after and there is therefore an objective threat of concrete damage to the rented property

the main tenants arrange for the cleaning at the expense of the subtenants. The cost of one

Vermin control is always the responsibility of the subtenant if they are responsible for the vermin infestation

are responsible.

11.4 The subtenants have to ensure sufficient ventilation and

To ensure heating of the rented premises and protection of the interior from frost to prevent the formation of

prevent condensation, mold growth and other damage. Water vapor is after cooking

or showers to eliminate immediately. It should be noted that, as a rule, airing three to four times a day (twice a day for employees) for ten minutes each time by opening

of all windows is required to regulate the relative humidity in the home

(max. 65% humidity). In order to avoid mold formation behind the flat furniture,

set them up with a distance of at least 3 cm from the wall. In case of

The subtenants are responsible for any damage caused in violation of this rule.

11.5 Smoking in the apartment is prohibited.

11.6 Barbecues are not permitted indoors

11.7 Damage to the rented rooms, the house, the furnishings and those rented with them

items and all circumstances that prevent the contractual use of the rented item

can impair it insignificantly, the subtenants have to inform the main tenants immediately

to display. The subtenants are responsible for the damage caused by late notifications

subject to replacement.

11.8 The subtenants have to take all necessary precautions to leave their rented premises

there is no danger for third parties or damage is caused. The subtenants are also liable for

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all activities that other people who are with their knowledge in the rented rooms or

visit them, exercise them in the rented premises.

11.9 Waste may not be stored on the property or in the house. waste is allowed

only be disposed of in the containers provided for this purpose. When disposing of waste

the subtenants have to observe the separation according to types of waste.

§ 12 Liability of subtenants, minor repairs

12.1 The subtenants are liable for damage caused by breach of their duty of care and

Protection obligations or non-contractual use of the rental property arise. Furthermore, they have for the

to be liable for damage caused by the persons belonging to their household, subtenants,

Domestic employees, visitors or other persons who share their knowledge in the rented premises

stopping or visiting them.

12.2 If the rented premises are vacant for the duration of the sublease and the

If the main tenant suffers damage as a result, the subtenants are obliged to pay compensation.

12.3 The cost of clearing drain pipe blockages caused by exceeding the

contractual use by the subtenants or by those belonging to their household

Persons, subtenants, domestic workers, visitors or other persons dealing with their

Knowing staying in the rented premises or visiting them, are caused by the

subtenant.

§ 13 Keeping pets

13.1 Keeping pets in the apartment requires the consent of the main tenant. the

Main tenants can refuse or revoke permission if the animal husbandry increases

unreasonable harassment of other residents or

13.2 The subtenants are liable for all damage caused by keeping animals.

§ 14 smoke alarm device

14.1 The apartment is in accordance with the relevant statutory provisions

Equipped with smoke alarms. The main tenants have the right of entry and surveillance

to properly service, repair and, if necessary, the smoke alarm devices

exchange.

§ 15 Reference to the main rental agreement

The rights and obligations arising from the main rental agreement also apply to the

Sublease contract, unless otherwise agreed in this contract. Of the

The main rental contract becomes part of this contract. The subtenant receives a copy of the

main lease.

§ 16 End of the sublease

16.1 At the end of the sublease, the apartment is as well as in the apartment

return the remaining inventory fully cleaned and cleaned to the main tenants.

16.2 Items permanently attached by the sub-tenants are included at the request of the main tenant

to remove subtenants.

16.3 Upon termination of the sublease, nails, dowels, etc. are to be removed, drilling and

Dowel holes and the like are to be closed.

16.4 The subtenants are obliged to give the main tenants all of the main tenants

to return the keys received and those made by the subtenants. Can they

If subtenants do not hand over all the keys, they are obliged to pay damages.

The subtenant's liability for damages is based on the provisions of the section

"Key".

16.5 At the request of the main tenant, the sub-tenants are obliged to provide the main tenant with a

submit a certificate of deregistration.

16.6 The subtenants undertake to

Provide the main tenant with a contact address that the subtenants can use after the end of this

Sublease can be achieved.

16.7 If the subtenants give the rented rooms to the main tenants late or only partially or

without a key, the subtenants, regardless of whether they are at fault,

to the main tenants as compensation for the withholding of the rental property at the discretion of the

Main tenant either the agreed rent or the usual local rent for comparable rented rooms

to pay rent. If the subtenants are responsible for the late or only partial return,

the main tenants have the right to claim further damage.

§ 17 General Provisions

17.1 The subtenants attach door, bell and mailbox signs at their own expense. the

Subtenants are also responsible for the removal of the door, bell and

Mailbox signs responsible.

17.2 The subtenants are only entitled to offset against the rental price claims of the main tenants

undisputed or legally established claims. The right of subtenants

against the rent claims of the main tenants with claims due to defects in the rented property or

offset from unjust enrichment due to overpaid rent or a

Exercising the right of retention remains unaffected by this. The subtenants must state their intention

exercise the right of set-off or retention at least one month before the

Display due date of rent in text form.

17.3 All monetary amounts stated in this Sublease Agreement are in Euros.

§ 18 Other Agreements

The subtenants agree to this being left in the apartment by the main tenants

Carefully take care of plants for the duration of the rental period.

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Section 19 Governing Law

This contract is exclusively subject to the substantive property law of the Federal Republic of Germany. the

Application of the rules of international private law is excluded insofar as they lead to a

Application of foreign substantive law would result.

§ 20 No ancillary agreements

The regulations made in this contract are final. Oral or written

Additional agreements were not made.

Section 21 Written form

Any changes and additions to this sublease contract require the

Written form, with the amendments or additions signed by both parties

Need to become.

Section 22 Severability Clause

Should individual provisions of this sublease contract be wholly or partially invalid or

be void or become wholly or partially ineffective or void after the conclusion of the contract

otherwise the effectiveness of the contract is unaffected. Instead of the invalid or

The void provision shall be replaced by the effective provision whose effects are those of the

contracting parties pursued with the invalid or unenforceable provision

economic purpose come closest. This applies accordingly in the event that the

contract proves to be incomplete.

By signing this sublease agreement, the subtenants confirm one of the

main tenants to have received a signed complete copy of this sublease agreement.

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(Place and date)

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Signature of main tenant Celina Clément

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(Place and date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of main tenant Jonas Bülles

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(Place and date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature lodger Shipra Navin Dhote

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(Place and date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_