

AGREEMENT OF RENTAL LEASE

THIS AGREEMENT OF RENTAL LEASE made and entered into on this the 15th day of February 2012 (15.02.2012).

By and between

Mr M.SANTOSH S/O.M.DATTATREYA SASTRY, aged 31 years, having permanent residence at **Flat FI,Golden pearl,No:3,V.O.C.Street,Near SAN Academy School,Padmavathy Nagar,Velachery,Chennai-600042.,** hereinafter referred to as the **“LANDLORD”** (Which term shall mean and include her legal heirs, executors, administrators, legal representatives and assigns) of **ONE PART.**

AND

Mr. Jeyanth B, S/o. Balasundaram C aged 30 years, working as a software Engineer, Cognizant Technology Solutions ,Chennai., having permanent residence at **No 5/856, Lakeview 3rd Street, Iyyappa Nagar, Madipakkam Chennai - 91** hereinafter referred to as the **TENANT”**(which term shall mean and include his legal heirs, successors, executors, administrators, legal representatives and assigns) of **THE OTHER PART.**

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WHEREAS the LANDLORD is the owner, and landlord of all that First Floor premises, (comprising of a 2 Bed Room portion) of the residential Flat bearing address, **FLAT NO: FI, GOLDEN PEARL, NO.3, V.O.C.STREET, PADMAVATHI NAGAR EXTN., VELACHERY, CHENNAI - 600 042,** more fully described in the schedule hereunder and **“SCHEDULE PREMISES”.**

WHEREAS the TENANT approached the LANDLORD to let out the

SCHEDULE PREMISES and the LANDLORD agreed to let out the SCHEDULE PREMISES on the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT OF LEASE WITNESSETH:

1. RENTAL LEASE PERIOD: The Lease is for a period of 11 (Eleven) months effective from 11th day of March 2012 to 10th day of February 2013.
2. SECURITY DEPOSIT: The TENANT has paid Rs.30,000/- (Rupees Thirty Thousand only) in Post Dated Cheque (Cheque Dated 31/03/2012) on 05/03/2012 in advance to the LANDLORD towards SECURITY DEPOSIT and hereby the LANDLORD acknowledges the receipt of the above said amount. This amount shall not carry any Interest and shall be refunded by the LANDLORD to the TENANT, after deducting any outstanding arrears (which shall include unpaid rent, key replacement costs, cost for repair of damages to SCHEDULE PREMISES and / or common areas above ordinary wear and tear and any other amount legally allowable under the terms of this agreement) when the TENANT hand over the vacant possession of the SCHEDULE PREMISES to the LANDLORD. If the SECURITY DEPOSIT does not cover such costs and damages, the TENANT shall immediately pay the said additional costs for damages to the LANDLORD.
3. MONTHLY RENT: The TENANT has agreed to pay a RENT of Rs.9000/- (Rupees Nine Thousand only) per month to be paid on or before 5th day of the succeeding English calendar month.
4. ELECTRICITY CHARGES: The Flat having 3 phase connection and a separate Energy meter. The TENANT shall pay the electricity consumption charges directly to the concerned authorities before the due date. Any charges, penalties, fees, interest etc. levied by the TNEB during the Rental period shall be borne by the TENANT and shall be recovered by the LANDLORD from the Security Deposit. The TENANT has to hand over the Electricity card with bills to the LANDLORD, WHILE VACATING THE SCHEDULE PREMISES.
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5. OTHER CHARGES: The TENANT shall bear the monthly maintenance charges, water consumption charges and any other common charges (If any) during the period of Rental Lease. TENANT has to abide to the Rules and Regulations of the Association.
6. USAGE OF THE SCHEDULE PREMISES: The TENANT shall keep the SCHEDULE PREMISES in good and tenantable condition, using the same for residential purpose only and shall hand over the same to the LANDLORD on the expiry of Rental Lease agreement in good condition.
The TENANT shall not assign, transfer, sublet or part with possession of the Schedule premises or any portion thereof to anyone without the written consent of the LANDLORD. The TENANT shall not make

any structural alteration to the SCHEDULE PREMISES, without the written permission of the LANDLORD.

Nailing and damaging the walls, spoiling the floor, windows, all Woodwork, cupboard mirrors, lofts, almirah slabs and Granite slabs of kitchen should be strictly avoided by the TENANT. Any damage caused be set right at the cost of the TENANT.

The electrical fixtures fitted in the SCHEDULE PREMISES by the LANDLORD (the names of the items are listed out below) have to be maintained by the TENANT and entrusted to the LANDLORD in good working condition. The repair and /or - replacement cost of the electrical and plumbing items shall be borne by the TENANT during the Rental Lease

The following keys handed over to the TENANT on

Electrical Items provided in the schedule premises

7. PARKING: The TENANT is entitled to park 1 cars & 1 2 Wheelers (1 or 2 in No.) in the space provided in the Ground Floor.
8. NOISE: The TENANT agrees not to cause or allow any noise or activity on the premises, which might disturb the atmosphere and peace of other occupants and / or neighbors Said Noise and / or Activity shall be a breach of this agreement.
9. PROPERTY MAINTENANCE: The TENANT shall be responsible for keeping the kitchen and bathroom drains free of things that may cause clogging of the drains. Repair charges, if any, due to clogging of drains, shall be borne by the TENANT. Garbage and waste should be disposed of in a clean and sanitary manner.
10. RIGHT TO INSPECT: The TENANT shall allow the LANDLORD or his / her representative for inspection of the SCHEDULE PREMISES or to make any repairs, additions, or alterations, if any, of

his / her choice at reasonable time.

11. PERIODIC REVISION OF RENT: The TENANT undertake to pay the LANDLORD the enhanced rent after every 11 (Eleven) months at the rate of 10% over the then existing rate of rent, in the event of the Rental Lease getting extended after the expiry of the earlier Rental Lease period.
12. TERMINATION : After expiry of the leasing period, this agreement is automatically renewed for a Rental Lease period of 11 (Eleven) months, written notice, intention to terminate 2 month's rent to the LANDLORD in lieu of the notice should be paid by the TENANT, if he / she vacates, without giving notice. Both parties are at liberty to terminate the lease by a clear 2 months notice in writing.
13. CHANGE OF TERMS: The terms and conditions of this agreement are subject to future change by the LANDLORD after the expiry of the agreed lease period upon a 30 day written notice setting forth such change delivered to the TENANT.
14. VACATION OF SCHEDULE PREMISES: The premises shall be considered vacated only after all areas including storage areas are clear of all TENANTS belongings, and key and other property furnished for TENANTS use are returned to the LANDLORD. If the TENANT fail to vacate all possessions on or before the termination date the TENANT shall be liable for additional rent and damages due to LANDLORD'S loss of prospective new renters.
15. The TENANT does hereby confirm having taken delivery of Schedule premises from the LANDLORD on this day.

SCHEDULE

4/2339,Plotno:2A,PranavBhoorni,5thstreet,ShankaraPuram,Sithalapakkam,Chennai-600126

IN WITNESS WHEREOF the parties to this AGREEMENT OF LEASE have set their respective hands on the date, month and year first above written in the presence of the following witnesses.

WITNESSES.

Mr.M.Santosh
LANDLORD

Mr.B.Jeyanth
TENANT