

### INDIA NON JUDICIAL

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ABHISHEK KUMAR

Article 30 Lease of Immovable Property

RENTAL AGREEMENT

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(Zero)

**SMRITI BHARTI** 

ABHISHEK KUMAR

ABHISHEK KUMAR

(One Hundred only)







Please write or type below this line

### RENTAL AGREEMENT

THIS AGREEMENT TO RENT is made and executed at Bangalore on 10th Day of August 2022 (10.08, 2022)

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

2. The crus of checking the legitimacy is on the users of the certificate.

By

Mrs. Smriti Bharti aged, 46 years, W/o Mohan Bharti residing at Godrej Summit Apartments, Sector-104, Gurgaon, Haryana-122006 hereinafter called the "THE OWNER/LESSOR" which expression shall mean and include their heirs, executors, administrators, legal representatives and assigns of the ONE PART:

### AND BETWEEN

- Mr. Sounik Sadhu aged about 24 years S/o Mr. Tapas Kumar Sadhu Permanent address:
   Girimint Colliery Staffpara, Pariharpur, Asansol (m Corp.), Sripur, Bardhamman, West Bengal
   -713373 working with Rakuten India Enterprise Private Limited, Bagamane Pallavi Tower #20
   1st Cross, Raja Ram Mohan Roy Rd, S.R Nagar, Bengaluru, Karnataka 560027 | Contact No:
   9748682199 | work email: sounik.sadhu@rakuten.com
- 2. Mr. Sourav Sardar aged about 28 years S/o Mr. Nripendra Krishna Sardar Permanent address: Ganesh Khariberia, Bishnupur I South 24 Parganas, West Bengal 743503. working with Rakuten India Enterprise Private Limited, Bagamane Pallavi Tower #20 1st Cross, Raja Ram Mohan Roy Rd, S.R Nagar, Bengaluru, Karnataka 560027 | Contact No: 80135 20023 | work email: Sourav.sardar@rakuten.com
- 3. Mr. Abhishek Kumar aged about 30 years S/o Mr. Anand Kumar Prasad Permanent Address: Pachu Chak, New Colony, Danapur Cantt, Patna, Bihar 801503 working with Biofourmis, 01 103, WeWork Prestige Central, 36, Infantry Rd, Bangalore, Karnataka 560001 | Contact Number: 7277905904 | work email: abhishek.kumar@biofourmis.com

Hereinafter Jointly called the "TENANT/LESSEE" which expression shall mead and include his / her successors in interest and assigns of the OTHER PART WHEREAS the LESSOR is the sole, legal and absolute owner in possession of the residential premises bearing Apartment Unit No. 401, 2nd Block situated on the 4th floor, of the building called "SMR Vinay Estate", Horamavu Signal,

Outer ring road, Bangalore-560 043, details of which are comprised in the schedule hereto, (hereinafter referred to as "THE SCHEDULED PREMISES")

AND WHEREAS the LESSOR has agreed to grant and the LESSEE has agreed to accept a lease of the aforesaid premises (which is more fully and particularly described in the schedule hereunder given and hereinafter referred as "THE SCHEDULED PREMISES" subject to the terms and conditions hereinafter set out.

### NOW THIS AGREEMENT WITNESSETH:

#### 1. RENT:

The Rent payable by the "LESSEE" for the scheduled premises will be a sum of Rs.25,000/-(Rupees Twenty Five Thousand only), excluding the monthly society Maintenance charges to be paid by the Lessee to the Lessor on or before 5th day of every English calendar month, in advance.

The Rent amount of Rs. 25,000/- shall be paid by way of Bank Transfer in ICICI BANK, Gurgaon, bearing A/C No.245201001204, IFSC Code: ICIC0002452 of the Lessor by the Lessee before the 5th of every month in advance for the month under intimation to the "LESSOR".

### 2. DURATION:

The lease shall be for a period of Eleven months commencing from August 2022 to July 2023 and thereafter renewable for further period of Eleven months at the option of the LESSOR on an increased rental of 10% of the last paid rental. There will however be a lock in period of minimum 10 months before the LESSEE can ask for Termination of the contract and can be terminated with one month's notice thereafter.

## DESPOSITS

The "TENANTS/LESSEE Mr Sounik Sadhu & Mr Sourav Sardar has paid Rs, 50,000/- (Fifty thousand only) each by way of Bank Transfer to the "LESSORS" thus made a SUM OF Rs 1,00,000/- (Rupees One Lakh only) as refundable SECURITY DEPOSIT. The receipt of which "LESSORS" here by acknowledges, the deposit shall be free of interest during the continuance of lease and refunded to "LESSEE" on expiration of lease resulting in an immediate transference of keys to the vacant premise. The Lessor, shall be entitled to deduct from the aforesaid security deposit, any arrears of rentals, electricity and the costs of any damages of furniture / Fixtures / Electrical / Electronics or any of the articles mentioned in the below annexure in the schedule premises. Cost of damages, maintenance dues etc., on the day of vacating the "SCHEDULED PREMISES" by the LESSEE.

## 4. ELECTRICITY, TELEPHONE & CABLE CHARGES

The "LESSEE" shall pay directly to the concerned authorities the electricity, telephone and cable charges utilized for their own use as per the actual meter readings during the said lease period. Any electricity charge prior to their possession by the lessee shall be borne by the Lessor, also other charge of any nature what so ever before the possession of the Apartment by the lessee shall also be borne by the lessor.

### 5. NATURE OF USE PERMITED:

The LESSEE shall be entitled and permitted to use the SCHEDULED PREMISES for residential use/purpose of its employees/associates only, The LESSEE shall however not permit any unlawful purposes likely to endanger the building or violation of the society norms.

The "LESSEE" shall not be allowed to make any structural alternation or additions or modification of either temporary or permanent nature. And shall maintain the premises in good and habitable condition.

The LESSEE shall not keep or store in or upon any part of the "Schedule Premises" any goods of a combustible or explosive nature which will endanger the safety of the building and the occupants and also not to use the "Schedule Premises" for any illegal activities, and not cause any nuisance or annoyance to the neighbors and other occupants and to observe, adhere and perform all the Rule and annoyance to the neighbors and other occupants and to observe, adhere and perform all the Rule and Regulations and bye laws as to the use of the building as laid down by the Apartment Association / Society of the owners from time to time.

## SUBLEASE:

This "LESSEE" is not entitled or permitted to assign, underlet or sublet the premises or any part thereof of the scheduled property to anybody for any duration.

#### 7. MAINTENANCE:

The LESSEE shall keep the schedule premises in a fit & proper state subject to normal wear & tear by day-to-day use, any minor repair shall be attended by the Lessee & major structural repairs shall be attended by lessor. Any repairs to the furniture / fixtures/ electrical and electronics will be borne by the LESSEE. In case there is any damage to the "Schedule Premises" caused to the negligence of the LESSEE, the loss shall be made good at the cost of the LESSEE.

#### 8. NOTICE PERIOD:

In the event of the lessee desiring to terminate this agreement of lease before expiry, they shall do so by giving 1 month written notice to the Lessor. There will however be a lock in period of minimum 10 months before the LESSEE can ask for termination of the contract.

If any one of the LESSEES desired to vacate, with in the lease period the other lessee has to pay the full rent amount till date of termination.

### LESSORS COVENANT:

The "LESSEE" having paid the rents in advance here by reserved and observing and performing terms, condition and covenants of the lease here in Contained shall be entitled to quiet possession and peaceful enjoyment of the "SCHEDULE PREMISES" without any manner of let or hindrance, Interruptions or disturbance by or from the "LESSOR" their heirs or by any person or persons claiming through under or in trust for the LESSOR or his representatives.

# LESSEE'S COVENANT:

The LESSEE shall not claim any tenancy rights or any other rights than those specifically mentioned herein and this agreement thereby gives the right to the LESSEE to the Scheduled premises for occupation for the agreed period only.

# 9. TERMINATION OF THE LEASE

The lease shall be determinable under all or any of the following circumstances namely: a) If any one of the LESSEE desires to vacate, during the lease period the other lessee agrees to pay the full rent till the Expiry of the Lease period, or find another Tenant by providing the ID proof of the new tenant to the Owner/Lessor before accommodating the tenant

- b) The LESSEE can terminate the lease by giving 1 month notice to the lessor after the lock in period of 9 months.
- c) The LESSOR can terminate the lease in the event of default on the part of The LESSEE to pay rent consecutively for a period of two months and or if the lessor shall be entitled to lawfully evict the lessee out from the premises, Re-enter the property and take possession of the scheduled premises irrespective of the period of the lease and deduct the rental fallen due from the deposit or damage if any and refund back the remaining deposits peace fully to the lessee.
- d) By efflux of time.
- e) In the event of breach by either party of the terms, conditions and covenants hereof:

#### HANDING OVER THE PREMISES: 10.

The LESSEE shall deliver back the possession of the "SCHEDULE PREMISES" to the lessor immediately upon the expiry of the said term or extension if any, in good freshly painted by Asian Paints Royale Play paint or amount at actuals would be deducted towards the painting cost, upon which the LESSOR shall simultaneously return the Security Deposit free of interest, less any lawful deduction to the LESSEE without any delay. In the event of any damage / non-performance to furniture, fixtures, fittings, electrical or electronic parts or equipment the same will be deducted from the refundable deposit amount. In the event of the LESSEE failing to hand over the vacant possession of the Schedule Premises the LESSEE shall pay a penalty of Rs.500/- (Rupees Five hundred only) per day for the period of over stay to the LESSOR.

# 11. TAXES DEPOSITS, ASSESSMENT CHARGE:

THE "LESSOR" shall pay taxes deposit, assessment charge and other out goings what so ever of every description primarily livable unto the LESSEE under the statute including corporation tax and shall keep the premises free from all encumbrances and interference in this behalf.

# 12. INSPECTION OF THE PREMISES:

The LESSOR shall be allowed to inspect the schedule premises at all reasonable times with prior intimation to the lessee.

- 13. Any disputes between the parties under these presents in respect of any provisions under this deed shall be governed by and construed in accordance with the laws of India and the courts at Bangalore will have jurisdiction to try any such suit or proceedings.
- 14. This Deed is executed in two sets and each party shall retain one copy.

### SCHEDULE

All that piece and parcel of the residential SEMI FURNISHED PREMISES (3 Bedrooms with 5 wardrobes, Master bedroom with dressing table, kitchen with modular shelves, living room with TV cabinet, living balcony with flower bed. All spaces with fans and electrical fittings tested before handover) bearing Apartment Unit No. 401, 2nd Block situated on the 4th floor, of the building called "SMR Vinay Estate", Horamavu Signal, Outer ring road, Bangalore-560 043 - Consisting of two halls, three bed rooms, one kitchen, two balcony, and two attached toilets provided with car parking space in the building with water and electricity facilities provided with electrical and bathroom fittings as per attached Annexure.

IN WITNESS WHERE OF the parties here unto have set their respective hands and seals to this agreement on the day, month and year first written above.

WITNESSES:

1

SIGNED AND DELIVERED by

By the within named the OWNER/ LESSOR

Swriti Bharti

12/08/2022

(Mrs. Smriti Bharti)

SIGNED AND DELIVERED

By the within named the TENANT/LESSEE

1. Sourie Sade

(Mr. Sounik Sadhu)

2. Sourar Sardar

(Mr. Sourav Sardar)

3. Allrishele Kuns

(Mr. Abhishek Kumar)