**Rental Agreement**

THIS AGREEMENT is made and executed at **Bangalore** on **27th September 2020** by and between **G R V Prasad Yadav, Male, aged 40 years 6 Months, S/o G Narayana, residing at Flat No #103 , GCK Serenity Lakeview Apartment, Serenity Layout, Kaikondrahalli, Sarjapur Road, Bangalore, Karnataka, 560035, India** (hereinafter jointly and severally called the “Landlord”, which expression shall include his heirs, legal representatives, successors and assigns).

**AND**

**1) Abhishek Kumar Sharma** , **Male,** aged **29** years **11** Months, **S/o Rakesh Kumar Sharma,** having permanent address at **S/o Rakesh Kumar Sharma, Beside Excise Office, Mal Godam Road, Morena, Madhya** **Pradesh, 476001, India** and having ID card No. **N2596686** issued by **Passport Authority of India** (hereinafter called the “Tenant ”, which expression shall include his legal representatives, successors and assigns).

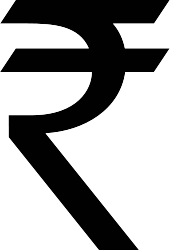
**2) Avinash Kumar Sharma**, **Male,** aged **26** years **9** Months, **S/o Rakesh Kumar Sharma,** having permanent address at **S/o Rakesh Kumar Sharma, Beside Excise Office, Mal Godam Road, Morena, Madhya** **Pradesh, 476001, India** and having ID card No. **4880 8880 2924** issued by **Aadhaar Card** (hereinafter called the “Tenant ”, which expression shall include his legal representatives, successors and assigns).

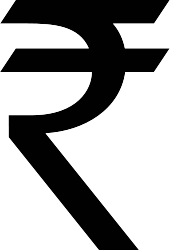
WHEREAS the Landlord is the absolute owner of the **Apartment flat no**.**103** situated at **GCK Serenity Lakeview Apartment, Serenity Layout, Kaikondrahalli, Sarjapur Road, Bangalore, Karnataka, 560035, India**, consisting of 2 bedrooms, 2 bathrooms, 1 balcony, 1 car parking slot, kitchen and inbuilt fittings & fixtures and inventory of the equipment’s as detailed in the annexure, hereinafter referred to as "Rented Premises".

WHEREAS the Tenant requested the Landlord to grant rent with respect to the above property and the Landlord has agreed to rent out fully furnished flat(Items listed in the Annexure) to the Tenant the above property for **residential** purpose only, on the following terms and conditions:

NOW THIS DEED WITNESSETH AS FOLLOWS:

# Rent and Deposit

1. The agreement in respect of the “Rented Premises” shall commence from **01st October 2020** and shall terminate on **30th September 2021** (for a period of **12** months). Thereafter, Vacate the Rented Property or the agreement may be extended further on mutual consent of both the parties.
2. The Tenant shall pay the Landlord a monthly rent of  **26,000/-** (**Rupees Twenty Six Thousand only**) after the month pass. The rent shall be paid on or before day **3** of each English Calendar Month.
3. Among the above 2 Tenants, **Abhishek Kumar Sharma** is the responsible person for the timely rent pay and if any other financial matter with Landlord to execute this agreement.
4. The Tenant shall pay the Landlord an interest-free, refundable, security deposit of

 **1,20,000/-** (**Rupees One Lakh Twenty Thousand only**). The deposit amount is paid by **Online Transfer** No. **026514314130** dated **21st September 2020**, issued by **ICICI**.

# Maintenance and Electricity

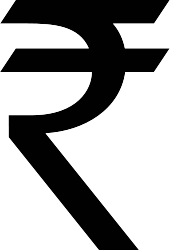
1. During the Rent period, in addition to the monthly rent payable to the Landlord, the Tenant shall pay for the use of electricity as per bills received from the authorities concerned directly. If any other charges like internet and DTH must pay by Tenant.
2. It is the responsibility of the Landlord to pay and clear all the dues of electricity bills according to the readings on the respective meters till the date the possession of the premises is handed over by the Landlord to the Tenant.
3. And it is the responsibility of the Tenant to pay utility bills (i.e. Electricity/Internet/DTH etc,.) the same up to the date of vacating the property at the time of handing over possession of the premises back to the Landlord.
4. The Landlord shall pay Apartment monthly Maintenance charges fixed by the Apartments’ Residents Association within the Apartment complex for the agreement period.

# Damages, Repairs and Alterations

1. All the sanitary, electrical, and other fittings and fixtures and appliances in the premises shall be handed over from the Landlord to the Tenant in good working condition. Upon returning the premises, all the sanitary, electrical, and other fittings and fixtures shall be restored by the Tenant to a good condition as they are at present, subject to normal wear and tear by acts of God.
2. The day-to-day minor repairs such as leakage in the sanitary fittings, water taps and electrical usage etc. will be the responsibility of the Tenant at his own expense. However, any structural repairs, if so required, shall be carried out by the Landlord.
3. The Landlord shall hold the right to visit in person or Landlord family members, authorized agents, servants, workmen etc., to enter the Rented Premises for inspection (not exceeding once in a month) or to carry out repairs/construction, as and when required, by giving a 24 hour’s notice to the Tenant.
4. No structural additions/alterations/Nails/Wirings/Wall photographs are not made by the Tenant in the premises. On termination of the tenancy or earlier, the Tenant shall restore the changes made, if any, to the original state.

# Tenant’s Responsibilities

The Tenant hereby assures to the covenants with the Landlord that:

1. The Tenant shall not sublet, assign or part with the Rented Premises and parking space in whole or part thereof to any person under any circumstance whatsoever and the same shall be used for the bonafide residential purposes of the Tenant.
2. The Tenant will keep the Landlord free of harm and free from all losses, damage, liability or expense due to acts or neglects of the Tenant or his visitors whether in the Rented premises or elsewhere in the building or its approaches.
3. The Tenant shall maintain the Demised Premises in good and tenable condition with the item Landlord provided as fully furnished. The Tenant shall hand over the vacant and peaceful possession of the Rented Premises on termination of the rented period, in the same condition subject to natural wear and tear.
4. The Tenant shall not obstruct the entrance hall, entrances, doorways, passages, staircase or lifts or any of the common amenities and not do any immoral or illegal activities in the Apartment complex and also not cause nuisance to other residents by any activities. If any such, Landlord has right to evacuate the Tenant.
5. That the Tenant Shall not store/keep any dangerous, offensive, explosive or highly inflammable articles in the said rented premises and parking lot.
6. If the Tenant commits a breach of any terms of this agreement, then notwithstanding anything herein contained the Landlord will be entitled to terminate this agreement by 30 days prior notice to the Tenant.
7. The Tenant agreed to abide all the rules and regulations of the Apartment Society.
8. **Late Payment Fine -** If the Tenant fails to pay the rent on the fixed date of payment, he shall be liable to pay a fine at the rate of **100/-** (**Rupees One Hundred only**) per day till the date of payment.

# Landlord’s Responsibilities

The Landlord hereby assures to the covenants with the Tenant that:

1. The Tenant, abiding by the terms of the Agreement, shall be entitled to peacefully and quietly hold and enjoy the Rented Premises during the period of this Agreement, free of any interference from the Landlord.
2. The Landlord shall indemnify the Tenant against all damages, costs and expenses incurred by the Tenant as a result of any defect in the title of the Landlord which disturbs the possession and enjoyment of the Rented Premises by the Tenant under the covenants herein before contained.
3. The Landlord shall acknowledge and give valid receipts (if required) for each and every payment made by the Tenant to the Landlord.
4. The Landlord represents that he has complied with all the statutory payments of the property in respect of the schedule premises including general tax, ground tax, municipal tax, etc, levied by any statuary authority in respect of the schedule premises shall be paid by the Landlord. The Landlord also represents that there is no Charge including mortgage due existing on the Rented Premises which would affect the peaceful possession by the Tenant of the Rented Premises.
5. The Landlord confirms that in case for any reason whatsoever the premises in reference or any part thereof cannot be used for residential purposes because of any earthquake, civil commotion, or due to any natural calamity or if Premises is acquired compulsorily by any authority, over which the Tenant has no control, the Tenant shall have the right to terminate the Rent forthwith and vacate the premises and the Landlord shall refund the security deposit after all the dues /charges to the Tenant forthwith

# Rental Agreement Termination & Extension

1. **Notice Period -** The Agreement shall terminate at the end of the agreement period as referred above by a prior notice of **1 month** by either parties, after the lock-in period (Additional Clauses Point ‘b’).
2. **Percentage increase in Rent -** The rental agreement may be extended further on termination by both parties on mutual consent with **5**% increase in the monthly rent.
3. **Non-Payment of Rent -** If the Tenant fails to pay the monthly rent for a continuous period of two months, or if the Tenant fails to abide by any of the covenants above, the Landlord may terminate the Rental Agreement.
4. In the event the Landlord sells, transfers or alienates the Rented premises or any part thereof or its right, title and interest, then the Landlord shall terminate the rental agreement after giving **two months notice** to the Tenant.

# Additional Clauses

1. **Refund of Security Deposit -** The Security deposit shall be refunded by the Landlord to the Tenant at the time of handing over possession with all belongs and flat keys of the Rented Premises by the Tenant upon expiry or sooner termination of this rental agreement after adjusting the dues (if any) or cost towards damages caused by the negligence of the Tenant or the person he is responsible for. This excludes normal wear & tear and damages due to act of god. No interest shall be paid on the deposit amount.
2. **Lock in Period -** The Rental Agreement shall have a lock-in period of **12 month** before which termination is not possible by Tenant. If Tenant terminates the rental agreement during the lock-in period, then they shall pay a sum equal to **Two months rent** to the Landlord.
3. **Painting -** The Landlord shall get the “Rented Premises” painted and cleaned at the time of handing over possession to the Tenant. The Tenant shall pay one month rent to the Landlord the painting charges or get the premises painted and cleaned on termination of Rental Agreement and vacating the premises.
4. **Pets -** The Tenant shall not be allowed to keep any pets within the premises.
5. The Tenant and the Landlord represent and warrant that they are fully empowered and competent to make this Rental Agreement.
6. This agreement shall be executed in two copies. The one shall be retained by the Landlord and the other by the Tenant.
7. In case of any dispute to this agreement and the clauses herein, the same will be settled in the jurisdiction of the Bangalore civil courts.

# Annexure

The list of fixtures, fittings and utilities that shall be provided along with the rental premise is given in the list below.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Furniture** | **Number** | **Appliances** | **Number** | **Fittings/items** | **Number** |
| Wardrobe | **2** | Washing Machine | **1** | Ceiling Fans | **4** |
| Crockery Shelf | **1** | Geyser | **2** | Bulbs | **8** |
| TV shelf | **1** | Gas Stove | **1(4 burners glass top)** | Tubelights | **1** |
| Curtains | **10** | Refrigerator | **1** | Fancy Lights | **3** |
| Curtain Rods | **5** |  |  | Chimney | **1** |
| Cot | **2** |  |  | Wash Basin | **1** |
| Dining Table | **1 with 4 chairs** |  |  |  |  |
| Bar chair | **1** |  |  |  |  |
| Shoe rack box | **1** |  |  |  |  |
| Indene Gas cylinders | **2 with Gas book** |  |  |  |  |
| Pooja Mandir | **1** |  |  |  |  |

IN WITNESS WHEREOF the parties hereto have executed these presents the day and the year first hereinabove written.

**Landlord(s) Tenant(s)**

WITNESSES (Provide name, address, phone number, signature, and date for each witness):

1. 2.