

This RENTAL AGREEMENT is entered into at Chennai the **XX<sup>th</sup> MON 2023**

BETWEEN

**Mr. KARTHINATHAN THANGAVELU** aged about 40 years and **Mrs. Sona Panneerselvan** residing at No 6A, 5th main road, AGS Colony, Velachery, Chennai-42, hereinafter referred to as the **LANDLORD**.

AND

**Mr./Ms. ABC ABC** , residing at **ABC ABC ABC** and other ABC college mates will be staying in the said apartment hereinafter referred to as the TENANT.

**Mr./Ms. ABC ABC** , residing at **ABC ABC ABC**

**Mr./Ms. ABC ABC** , residing at **ABC ABC ABC**

**Mr./Ms. ABC ABC** , residing at **ABC ABC ABC**

The tenants of the apartment are SRM engineering college students

1. **Mr./Ms. ABC ABC**
2. **Mr./Ms. ABC ABC**
3. **Mr./Ms. ABC ABC**

...

The terms 'LANDLORD' and 'TENANT' shall mean and include wherever the context so requires or permits their heirs, administrators, executors, legal representatives and permitted assigns.

WHEREAS the LANDLORD is the absolute owner of the Schedule mentioned Apartment, namely Apartment No. 5146 Tower 5 Estancia Residential Township, level 8 admeasuring an extent of 1815 Sq. Ft. at Vallancheri Village, Chengalpet Taluk, Chennai - 603 202 and is desirous of letting out the Apartment to the TENANT on the terms and conditions more clearly set out herein below:

AND WHEREAS the TENANT is desirous to take on lease the said Apartment for a period of 24 months commencing from **MON XXth 2023** on terms and conditions mutually agreed upon and more clearly set out by the LANDLORD and the TENANT.

**NOW THIS RENTAL AGREEMENT WITNESSETH:**

I. In consideration of the rent hereinafter reserved and the covenants and conditions hereinafter contained, the LANDLORD hereby leases the Schedule Mentioned Apartment unto the TENANT from

**MON XXth, 2023** for a period of 24 months on a monthly rent of Rs. **XX,XXX/- (Rupees XXX XXX thousand Only)**.

2. The payments shall be made by the TENANT to the LANDLORD by Credit to **A/c No. 04441010001333** in the name of Karthinathan Thangavelu at **HDFC Bank Ltd, GUDUVANCHERY, Chennai. IFSC code no. HDFC0003760.**

3. The renewal of the lease after **24 (Twenty Four)** months will be at option of the TENANT which is subject to the consent of the LANDLORD and the terms set out herein with an escalation of minimum 10% of the above rent.

**I) THE TENANT AGREES WITH THE LANDLORD AS FOLLOWS:**

- i. To pay the LANDLORD on a monthly basis Rent @ Rs. **XX,XXX/- (Rupees XXX XXX thousand Only)** for the first 24 (Twenty Four) months from the date of commencement of the lease.
- ii. To pay as one single payment of the total monthly rent of Rs. **XX,XXX/- (Rupees XXX XXX thousand Only)** per month to the LANDLORD (which is inclusive of maintenance and any association related charges), on or before the **7<sup>th</sup>** day of each calendar month. The rent is to be paid as per the English calendar month to the Landlord. In case of delay in credit of rental beyond 3 days of grace period, i.e. 10<sup>th</sup> of every month will attract a penalty of Rs. 1000 (Rupees one thousand only) per day this is over and above the rent. If this penalty is not paid, this will be deducted with interest of 12% p.a. from the paid deposit amount (see below).
- iii. To deposit an interest free advance of Rs. **X,XX,XXX/- (Rupees XXX Lakh Only)** which shall be refunded to the TENANT by the Landlord without interest after deduction of any dues (including penalty mentioned above) and compensation towards repairs / damages caused due to neglect payable by the TENANT on expiry of this Rental Agreement (this does not cover the regular wear and tear). There will be a **mandatory deduction** of Rs. 25,000/- (Twenty Five Thousand only) towards restoration/deep cleaning, painting of the property and servicing of all appliances. This will **in addition to** cost of all repairs, fixing of damages, etc. of property and appliances. The TENANT understands that any outstanding dues such as EB bill, Gas bill, etc. and any associated fines, late payment fees, etc. not paid by the TENANT will also be deducted, together with appropriate additional administrative fees, from the advance. The TENANT also understands that the full refund of the **adjusted advance** (i.e., advance amount remaining after **all deductions** have been made), could be made **approximately after 2 months** from the date the flat is vacated, due to the administrative delay of settling all dues such as EB bill.
- iv. To pay for all Gas, Electricity, maintenance fees (including annual maintenance fees) for all appliances (e.g., AC units), and additional Generator which shall be consumed or supplied on or to the Apartment during the tenancy and the amount of the water rate charged in respect of the Apartment during the tenancy and the amount of all charges made for use of the telephone (if any) on the property during the tenancy or a proper proportion of the amount of the rental or other

recurring charges to be assessed according to the duration of the tenancy. If the TENANT fails to pay the dues in time after vacating the flat, such as EB bill, Gas bill, etc. associated with the duration of the tenancy, for each outstanding bill due an additional amount of at least Rs 1,000 per bill will also be deducted by the LANDLORD for the administrative burden imposed for the handling of these activities. There will also be additional charges for any fines imposed due to late payment, charges for restoration of connection, etc.

- v. To ensure that annual maintenance contracts are taken and maintained for all appliances. If servicing is not performed before vacating the flat, additional costs for servicing will be deducted from the advance deposit.
- vi. Not to allow any outsider other than the TENANT to stay inside the premises. If ever such incident is brought to notice by Security or the LANDLORD, the lease is subject to immediate termination and TENANT will pay two months rental as termination fees. Exception can be made for Parents only with the prior approval of the LANDLORD and Estancia Homeowners Association.
- vii. TENANT'S responsibility to keep the premises clean and sanitary and pay for any damages caused by neglect and abuse. LANDLORD will repair any damages to the apartment, appliances and furniture which are not caused by TENANT within reasonable time. Otherwise TENANT can repair the same with consent of LANDLORD and deduct in the next month rental payment.
- viii. TENANTS to alert the LANDLORD for any defective and dangerous condition in the property along with specific details.
- ix. To preserve the fixtures, furniture (if any) and effects from being destroyed or damaged and not remove any of them from the Apartment. If any damage is found the cost of repair/ replacement will be deducted from the deposit amount.
- x. To yield the Apartment at the end of the tenancy in the same clean state and condition as it was in the beginning of the tenancy and make good or pay for the repair of or at its own cost replace all such items of the fixtures, furniture and effects as shall be broken, lost, damaged or destroyed during the tenancy other than regular wear and tear.
- xi. To leave the fixtures, furniture (if any) and effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy.
- xii. To permit the LANDLORD on appointment at reasonable hours in the day time to enter the Apartment to view the state and condition thereof.
- xiii. Not to sublet, assign or part with possession of the Apartment without the previous consent in writing of the LANDLORD. If any one of the above tenants wants to vacate, the replacement can be possible only with the consent of landlord & Association at their own discretion with the written request from the existing tenant. Once the replacement completed necessary intimation to be done to Estancia Facilities department in writing.

- xiv. Not to carry on, on the Apartment any profession trade or business or receive paying guests in the Apartment or place or exhibit on any notice board or notice on the Apartment or use the Apartment for any other purpose than that of a strictly private residence.
- xv. Not to disturb the neighbors by way of playing loud sound musical systems, excessive noise or any other way. If ever such an incident is brought to the attention by Estancia flat owners Association team, the TENANT will be vacated from the premises immediately and the TENANT will pay two months rental as penalty.
- xvi. To follow the rules and regulations of the Association at all times.
- xvii. Not to carry on any immoral, unlawful or illegal activities (e.g., Brawl, Illegal Drugs) in the Apartment premises or the surrounding common areas. If any such action is brought to the notice, the TENANT will be subject to immediate evacuation from the Property and the TENANT will pay two months rental as penalty.
- xviii. Smoking of any Tobacco is not permitted at any time within the Apartment. If it's found smoking has occurred within the apartment, a one-time A/C De-sanitization Charge of Rs. 1,500/- (Rupees One Thousand Five Hundred) Per A/C Per occurrence will be deducted from Deposit.
- xix. Not to do any activity on the property anything which is of nuisance or annoyance to the LANDLORD or the TENANT or occupiers of any adjoining premises or which may vitiate any insurance of the Apartment against fire or otherwise or increase the ordinary premium for such insurance
- xx. PETS KEEPING :- Keeping of domestic pets is not allowed inside the apartment
- xxi. If the TENANT chooses to vacate the premises before the completion of the Contract end date, the TENANT will pay three months rental as penalty on the grounds of early termination. Also, the first **24 (Twenty-Four) months is considered as a lock in period**. If the tenant wants to vacate with in this period equivalent rental compensation to be paid to the landlord, but whereas in case tenant is not following the terms and conditions set here in landlord has got full rights for early termination after adjusting the rental compensation for the difference in period for the completion of first 6 months.

## **II) The LANDLORD agrees with the TENANT as follows:**

- I. To pay and indemnify the TENANT against all rates assessments and outgoings in respect of the Apartment (except water rate and charges for the supply of gas or electric light and power or the use of any telephone and maintenance charges for appliances).

II. That the TENANT, paying the rent and performing the agreements on the part of the TENANT, may quietly possess and enjoy the Apartment during the tenancy without any lawful interruption from the LANDLORD or any person claiming under or in trust for the LANDLORD.

III. To collect the mutually agreed rent of **Rs. XX,XXX/- (Rupees XXX XXX thousand Only)** per month on or before 7<sup>th</sup> day of each calendar month. The rent is to be paid as per English Calendar month. Upon request by the TENANT, the receipts of payments made by the TENANT to the LANDLORD are to be attested by the latter and sent via electronic mail to the TENANT.

IV. To return the interest free deposit after necessary deductions approximately 2 months from the day the TENANT hands over the vacant possession of the Apartment referred herein to the LANDLORD. This duration is needed for ensuring that the TENANT settles all dues, including EB bill which runs every 2 months billing cycle. Based on mutual agreement with the TENANT, the LANDLORD may return a preliminary partial advance amount return, after allowing for sufficient estimates for all repairs, adjustments of outstanding pending dues to be cleared by TENANT, etc.

**III) Both the LANDLORD and TENANT agree as follows:**

I. After the period of 24 (Twenty Four) months and upon termination of lease, if the lease is not renewed and the TENANT fails to hand over the vacant possession of the Apartment referred herein to the LANDLORD, the TENANT hereby agrees to pay daily penalty charges of Rs. 1500/- (Rupees Fifteen Hundred Only) over and above rent hereby reserved till the date of handing over the Apartment to the LANDLORD.

II. The LANDLORD & the TENANT to give one month notice before the end of lease period, to each other on either side, to terminate the lease at the end of the lease period

III. For matters not specifically provided under this agreement the provisions of the Transfer of Property Act will apply.

IV. This Rental Agreement is made in duplicate with one copy each to the LANDLORD & TENANT.

### **SCHEDULE**

Apartment No. 5146 Tower 5, Estancia Residential Township, 14 Level, admeasuring an extent of 1815 Sq. Ft. at Vallancheri Village, Chengalpet Taluk, Chennai - 603 202 together with all furniture, fixtures and fittings as mentioned in the Annexure I herewith.

IN WITNESS WHEREOF THE LANDLORD & TENANT HAVE HEREUNTO SET THEIR HANDS ON THE DAY  
MONTH & YEAR FIRST ABOVE WRITTEN

### **ANNEXURE I**

#### **LIST OF FURNITURE, FIXTURES AND FITTINGS**

1. Item 1
2. Item 2 ...

## **Annexure IV**

### **DEED OF ADHERENCE**

I, **KARTHINATHAN THANGAVELU** and **SONA PANNEERSELVAN** resident of Chennai and owner of Apartment No 5146 on Tower 5 in Estancia complex have rented out the above apartment to the following six individuals

1. **Mr./Ms. ABC ABC**
2. **Mr./Ms. ABC ABC**
3. **Mr./Ms. ABC ABC**
- ...

with effect from **XXth MON 2023**

That, the above mentioned tenant hereby admits that he/she will adhere to all the rules and regulations as laid down in the Maintenance Agreement and club rules.

That the above mentioned tenant solemnly affirms and admits that all the rules and regulations shall be properly adhered to by the tenant.