**LEASE DEED**

This Lease Deed (‘Agreement’) is executed at Bhiwadi, Rajasthan on this 5th day of July, 2025;

**By and Between**

**MS. JYOTI MALIK D/O SHRI MANGE RAM KATARIA R/O BLOCK C 305, SECTOR 56, KENDRIYA VIHAR, GURGAON SECTOR 56, GURGAON, HARYANA - 122011;** (hereinafter referred as the First Party/Lessor/ Owner).

**AND**

**MS. BABITA DEVI W/O LATE SHRI SHASHI BHUSHAN THAKUR R/O VILLAGE- CHATIYA, POST – CHATIYA, ARERAJ, EAST CHAMPARAN, BIHAR - 845425;** ((hereinafter referred as the Second Party/Lessee/ Tenant)

(The expression of both parties shall mean and include their respective heirs, successors and assigns etc.)

WHEREAS,

1. The Lessor is the absolute owner and in possession of property Flat no.506 of A3 at Avalon Rangoli Resident Welfare Society, Karampur, Tapukara, Rajashthan – 301707.
2. The Lessee wants take the above said premises on lease from the lessor on monthly rent of Rs.6,000/- for the residential purpose.
3. The Lessor has agreed to rent out her property **Flat no.506 of A3 at Avalon Rangoli Resident Welfare Society, Karampur, Tapukara, Rajashthan – 301707,** (Hereinafter referred as “Premises”)**;** to the Lessee on the following terms and conditions, which is mutually agreed between parties;

**NOW THIS AGREEMENT IS WITNESSETH AS FOLLOWS:-**

1. **Lease:** That Lessor hereby rents out the demised premises to the Lessee and grants permission to use the premises for residential purpose and Lessee accepts the same.
2. **Lease Term and Renewal**: That the tenure of this lease deed / agreement, as mutually agreed between the parties, shall be for one year with effect from 10th October, 2024 i.e. till 9th September 2025. The period of tenancy can be renewed further with mutual consent of both parties in writing after increase of 10% per annum.
3. **Monthly Rent:** That the monthly rent for the premises shall be **Rs.6,600/- (Rupees Six thousand six hundred only)** per month and the same is payable by Lessee or by person nominated by Lessee / her representative to the Lessor in advance on or before 1st to 10th day of each calendar month by cheque/wire transfer/cash. Breakup of rent shall be as follows:

Lessee shall pay Rs.4,100/- (Rupees Four thousand one hundred only) to the Lessor and Rs.2,500 (Rupees Two thousand five hundred only) to Avalon Rangoli Resident Welfare Society as monthly maintenance charges on behalf of Lessor. Further, Lessee shall share the receipt obtained from Avalon Rangoli Resident Welfare Society against the monthly maintenance charges, to the Lessor.

1. **Security Deposit:** That Lessee has paid advance rent of Rs.4,000/- (Rupees Four thousand only) for November, 2023 month (for remaining 20 days from date of occupancy) and Rs.6,000/- (Rupees Six thousand only ) as security amount i.e. total amount of Rs.10,000/- (Rupees Ten thousand only ) to the Lessor via IMPS having ref no. IMPS331312305025. The security amount shall be refunded by the Lessor to the Lessee at the time vacating the premises after expiration /termination of the agreement or shall be adjusted in the last month rent. Lessee has also paid Rs.3,000/- (Rupees three thousand only) to the Avalon Rangoli Resident Welfare Society through its manager as moving charge.
2. **Use:** Notwithstanding anything contained to the contrary, the Lessee shall be at liberty to use the demised premises freely for residential purpose. Further, Lessee shall reside in the premises along with her son, her sister, sister’s sons and sister’s husband. Further, the relatives of the Lessee may visit to the Lessee and Lessor shall have no objection for the same.
3. **Sub-Lease and Assignment:** Lessee shall not sublet any portion of the rented premises to anyone else. Lessee is also not permitted to part with any portion of the rented premises to anyone else by way of mortgage or lien.
4. **Utilities:** Lessee shall pay charges for electricity, directly to the electricity department each month of its own consumption. General upkeep of building and maintenance of common area including major structural repairs, lighting, cleaning, fixing of leakage in premises, repairing of plumbing system, repairing the electrical wiring, outlets, and fixtures within the property shall be the responsibility of lessor and no separate charges shall be paid by the lessee.
5. **Alterations and renovations:** The Lessee shall not alter or make any permanent structures or additions without the prior consent of Lessor. All major repair works or renovations like paint of walls and doors, electrical fittings etc. shall be carried out by Lessor. However, Lessee shall keep the premises in clean and good sanitary condition during the term of the agreement.
6. **Entry:** The parties to the instant lease agree that during the subsistence of the instant agreement, the Lessee including her family shall have right to enter to the demised premises.
7. **Peaceful Possession:** The Lessor covenants and warrants that upon the performance of the Lessee of its obligations hereunder, the Lessor will keep and maintain lessee in exclusive, quiet, peaceful, undisturbed and uninterrupted possession of the demised premises during the period of the lease. The Lessee also covenants and warrants that she shall handover the peaceful and vacant possession to the Lessor upon termination or expiration of this agreement. Further, if the Lessor wishes to sell out the premises, Lessor shall have to inform the Lessee to vacate the premises by serving minimum of one month advance notice.
8. **Force Majeure:** If all or any part of the Premises are be destroyed or damaged due to any fire, storm, floods, tempest, riots, complete lockdown, act of God, act of terrorism, war or any other irresistible force or the premises are rendered inaccessible or unfit for the residential purpose due to the forgoing reasons, then the obligation to make payment by Lessee of any fees or a fair proportion thereof shall be suspended until such time as the premises have been repaired and rendered fit for the purposes contemplated under this agreement by Lessor.
9. **Termination:** That the instant lease agreement may be terminated by the Lessee or Lessor by serving one month advance notice in writing to each other. However, upon termination of the instant lease period, the lessee shall handover quiet and peaceful possession to the lessor, as per the covenants of the instant lease document.
10. **Arbitration & Conciliation:** Any dispute arising out of the present agreement between the parties shall be mutually resolved. However, if the same is/are not resolved, shall be referred to arbitration under Arbitration & Conciliation Act, 1996. Arbitrator shall be appointed by parties mutually. The place of arbitration shall be New Delhi. The language of arbitration shall be Hindi, English or both.
11. **Jurisdiction:** Any dispute arising out of the present agreement between the parties shall be subject to jurisdiction of the Delhi/Rajasthan Courts.

IN WITNESS WHEREOF, Lessor and Lessee have signed this agreement on the date and place above written.

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LESSOR

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LESSEE