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Description of Document

Property Description

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First Party

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ASHOK MAURYA

RENTAL AGREEMENT

1st FLOOR AND ROOF RIGHTS

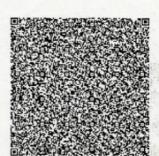
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ASHOK MAURYA

RAM SAHU

ASHOK MAURYA

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Please write or type below this line.....

Digitally Signed [Adv.]

Digitally Signed [RAM]

Digitally Signed [ASHOK]

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RENT AGREEMENT

This Rent Agreement is executed digitally on the 30th day of December 2022 and shall come into effect from the 1st day of January 2023 by and between:

Mr. Ashok Maurya, S/o Mr. Bindusara Maurya, Add: 113/24 Professor Colony, Bhopal, Madhya Pradesh. Herein referred to as "**Landlord**".

AND

Mr. Ram Sahu, S/o Mr. Dasrath Sahu, Add: 22/226, Amrapali Residency, Hawa Mahal Road, Jaipur, Rajasthan hereinafter referred to as "**Tenant**".

The Landlord and the Tenant shall be collectively referred to as "Parties" and individually as a "Party"

Property The property is situated at Professor Colony, Bhopal, Madhya Pradesh, being the first floor along with the roof rights (hereinafter referred to as "**Premises**"), and the LANDLORD is the sole owner of the property.

WHEREAS

- 1. The tenant has applied for a grant of tenancy of the "premises" to him for living accommodation.
- 2. The Landlord has completed the Police verification process of the Tenant and has agreed to rent the Property to the Tenant to occupy and use the said Property on the following terms and conditions agreed to between the parties hereto.

1. NOTARIZATION:

This Rent Agreement shall be deemed to have been executed and delivered by the parties hereto and shall be binding upon them and their respective successors and assigns once it is digitally notarized as per the provisions of the Information Technology Act, 2000, and the rules and regulations framed thereunder, including the Madhya Pradesh Electronic Transactions Rules, 2012. The digital signature of the parties shall be deemed to be the equivalent of their manual signature on this agreement.

2. REGISTRATION:

This Rent Agreement shall be registered with the appropriate authorities as per the provisions of the Indian Registration Act, 1908, and the rules and regulations framed thereunder. The parties shall, at their own cost, ensure that the agreement is registered within a period of 30 days from the date of execution of this agreement and shall furnish each other with a digital copy of the registered agreement within 7 days of its registration.

3. **DURATION:**

- 3.1 The Premises is available for rent for a minimum of 24 months, starting from January 1, 2023, to December 31, 2024, which can be extended based on the mutual consent of the parties.
- 3.2 Unless expressly permitted by the landlord, if the tenant fails to vacate the premises after the expiration of the 24 months, he shall be liable to pay damages to the landlord equivalent to two times of the rent decided in the agreement.

4 RENT:

- 4.1 The Premises is available for rent for a sum of Rs. 30,000 (Thirty Thousand Rupees) per month, payable in advance on or before the 07th day of every month, to the "LANDLORD" only.
- 4.2 The "TENANT" will receive three repeated Payment Reminders in form of scheduled messages through an AI-based automatic messaging system from "LANDLORD" on his mobile phone (on the 01st, 03rd, and on the 05th) in starting of every new month, reminding him of the due date.
- 4.3 In case the Tenant fails to make the payment of rent by the 07th day of every month, he shall not be allowed to enter the premises, as the Digital Face Lock at the entrance will prohibit the entrance of the tenant and his family members.

5. <u>SECURITY DEPOSIT</u>

- 5.1 The Tenant shall, in advance, before taking the possession of the Property, shall pay the Security Deposit of Rs. 1,80,000/- (equivalent to 6 months of rent) to the Landlord.
- 5.2 The Landlord shall refund the Security Deposit to the Tenant on the date of taking over the vacant possession of the premises from the Tenant, after making due deduction of any liability of the tenant.

6. RIGHTS AND DUTIES OF THE TENANT:

- 6.1 Condition: The fittings and fixtures in the house premises are in good condition and the tenant returns the same to the house owner in good condition excepting normal wear and tear before vacating the house premises and the actual cost of damages if any, shall be reimbursable by the tenant to the landlord.
- 6.2 There shall be no hindrance or obstruction from the side of the landlord or his parents in the enjoyment of the property by the tenant unless it is not contrary to any clause of the agreement.
- 6.3 The tenant shall use the property for residential purposes and not for any purpose, which is commercial or professional in nature.

- 6.4 The tenant shall seek the permission of the landlord atleast 24 hours before organizing any function on the premises
- 6.5 The Tenant shall be responsible for paying all the utility bills related to water, electricity, gas, and any other utility bill, which may be subscribed by the tenant.
- 6.5.1 The tenant shall receive the utility bills of the services subscribed by him through any digital platform, which will be agreed upon by both parties.
- 6.5.2 The tenant will be sent repeated reminders on every alternate day until utility bills are cleared by him, through an AI-based automatic messaging platform used by the landlord.
- 6.5.3 The meters of these utility services will be equipped with an auto-cut mechanism that will immediately stop these services if the tenant fails to clear the bills on time.
- 6.6 Payment Mode: All the payments which need to be made to the landlord should be made through electronic mode only with the help of a payment system feasible for international payments.
- 6.7 The Tenant shall not intentionally or negligently damage the property or any furnishing provided by the landlord.
- 6.8 In case of any damage to the property the tenant shall submit a bonafide, informing about any such damage to the landlord.
- 6.9 The Tenant shall not be held responsible for any damages to the property unless proven to have been caused by the Tenant's intentional or grossly negligent actions. The Landlord shall provide adequate evidence to support any damage claims made against the Tenant.

7. RIGHTS AND DUTIES OF LANDLORD:

- 7.1 Certain electronic appliances which will be provided by the landlord will be equipped with motion sensors (hereinafter referred to as "Sensors") that will activate and immediately notify the landlord and his parents of the use of any deliberate force or damage to the property.
- 7.2 The landlord shall not install cameras inside the premises.
- 7.3 The landlord shall ensure that the data collected for use in the digital lock system is locally stored in the device itself.
- 7.4 The landlord shall be entitled to visit the premises after serving a notice electronically to the Tenant at least 12 hours before the visit. Provided that the landlord shall reserve the right to make inspections in case the alarm is raised by the sensors.
- 7.5 The landlord shall provide all the furnishing in working condition and shall be liable to undertake structural repairs except for the damages caused by the tenant.
- 7.6 The landlord shall allow entry of guests through digital face lock, provided that the tenant informs the landlord about such visit atleast 24 hours in advance

8. <u>APPLICABLE LAW AND JURISDICTION:</u>

The provisions of this Agreement shall be governed by and constituted in accordance with the laws of India, and the Courts of Bhopal, Madhya Pradesh shall have the exclusive jurisdiction to settle any claim or matter arising under this Agreement.

9. **DISPUTE RESOLUTION:**

In the event of any disagreement or dispute arising between the landlord and the tenant, the parties agree to first attempt to resolve the matter through good faith negotiations. If a resolution cannot be reached within ten days, the parties may mutually agree to engage in alternative dispute resolution methods, such as mediation or arbitration, which will take place digitally on the InstaADR platform. Any decision reached through alternative dispute resolution will be binding on both parties. Provided that the arbitration process will be governed by Arbitration and Conciliation Act, 1996 and the cost of any such dispute resolution proceedings will be borne jointly by both the parties.

IN WITNESS WHEREOF both the parties have set their hands and electronically signed to this Rent Agreement on the date mentioned about in presence of the undersigned witnesses.

(Mr. Ashok Maurya) LANDLORD (Mr. Ram Sahu) TENANT

WITNESSES:

- 1. Mrs. Sita Janak Nandini
- 2. Mr. Kautilya Ramakrishnan