

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIAN NON JUDICIAL

தமிழ்நாடு தமில்நாடு TAMILNADU

R11007

Rachel Tina Charles,
ooty

426957

G. BALASUBRAMANI
STAMP VENDOR
Hospital Road, Ooty -1
L.No.: 3087 A/192

Date: 22/8/24

RENTAL - AGREEMENT

THIS MEMORANDUM OF RENTAL AGREEMENT made on this the 22nd day of August 2024 BETWEEN, Mr. DESMOND D'SOUZA, S/o. Sri. Late Mr. Anthony Michael D'souza, aged about 53 years, Pan No. AXSPD7450Q, residing at No 206, Champakadhama, Harappanhalli BANGALORE - 560 083, hereinafter called the LANDLORD (which expression shall mean and include wherever applicable her heirs, legal representatives, administrators, executors, assigns or agents) of the ONE PART; AND 1. Mrs. ELIZABETH CHARLES, (Aadhar No. 2883 1498 2749 PAN BMFPC8556D), w/o late. Charles, aged 74 years, and 2. Miss. RACHEL CHARLES, (PAN AGSPC1018N AND Aadhar No. 8154 2149 2599), D/o. of Late Charles, aged 40 years, both residing at Site No.30, Eden Valley, Balacola, The Nilgirs district -643 203, hereinafter called the TENANTS (which expression shall mean and include wherever applicable their heirs, legal representatives, administrators, executors, assigns or agents) of the OTHER PART

[Signature]

Charles

Charles



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NOW THIS DEED OF RENTAL AGREEMENT WITNESS AS FOLLOWS:-

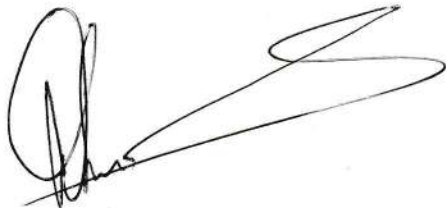
In consideration payment towards monthly Rent amount of Rs.25,000/= (Rupees twenty five thousand only) and the deposit which is interest free security deposit of Rs 1,00,000/- (Rupees one lakh only). At the time of vacating the schedule property the deposit amount of Rs 1,00,000 (Rupees one lakh only) shall be returned by the Landlord to the Tenant.

The landlord herein and hereby demise that entire piece and parcel of the SCHEDULE PROPERTY to the tenant TO HAVE AND HOLD the same for a period of Two years commencing from **01st day of September 2024 (01-09-2024)**. The Landlord has acknowledged the receipt of the said sum of Rs.1,00,000/= (Rupees One Lakh only), from the tenant in the presence of witnesses attesting hereunder and by signing this tenancy agreement and in receipt of the amount as agreed above.

On the completion of the RENTAL duration of 2 years, the landlord shall have the right to take over position of the schedule property by paying / settling the Deposit amount to the tenant and with mutual **advance intimation of 3 months' notice period.**

THE TENANT COVENANTS WITH THE LANDLORD AS FOLLOWS

1. That the Tenant will during the term of Agreement hereby committed to keep the Schedule property in good condition, if any damage shall be borne by the Tenant.
2. That the Tenant **will not sub-let, underlet or create any charge** over the Schedule premises during the RENTAL period or extended period of RENTAL without prior permission of the Landlord in writing. However, any rights conferred by the Tenant in favors of any of their parties, successor/s in interest, associates, sister concern; shall not be construed as sub - letting within the meaning of this clause.
3. The Tenant hereby convents with the Landlord that the Tenant will undertake all minor repairs relating internal like electricity, water connections and pump repairs of the schedule Property during the subsistence of RENTAL period.



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4. That the Tenant will at the expiration of the said RENTAL Agreement period or any extended period thereof peacefully and quietly surrender to the Landlord the vacant possession of the Schedule property and put Landlord in peaceful possession of the Schedule property.
5. The Tenant hereby covenant to Landlord that Tenant will pay the electricity consumption charges on basis actual electricity bill without any dues during the term of RENTAL and until the Tenant surrenders vacant possession of the schedule property to the Tenant and pass a copy of bill along with the payment receipt every month to the RENTER.

THAT THE RENTER HEREBY COVENANT WITH TENANT AS FOLLOWS;

On the Tenant reserved and performing all the covenants herein contained above, the Tenant may hold and enjoy the schedule property during the said term without any interruption by the Landlord.

That the Landlord will during the said term, pay House taxes and charges of every description now payable or hereafter to become payable.

BOTH THE PARTIES VOUCH HEREBY MUTUALLY COVENANT AS FOLLOWS;

A. The Tenant shall hand over vacant possession of the said premises to the Landlord on termination of this RENTAL agreement, in the same condition as it was at the commencement of this RENTAL **with reasonable wear and tear.**

B. The Tenant shall not carry out any structural alterations and additions or changes in the said premises

C. The Tenant shall keep the interior of the said Premises and the fittings and fixtures including electrical sanitary and plumbing therein in good usable condition subject to normal wear and tear.

D. The Landlord and their agents or contractors, authorized by the RENTER shall have liberty to inspect said premises at any reasonable hour, in the day time, **with prior intimation Only,** to view conditions of the property.

E. If the Tenant wish to extend the RENTAL term for a further term, they have to intimate to the Landlord in writing 3 (three month) in advance and renew the RENTAL Agreement.

[Handwritten signature]

L. Lehadar

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F. At the time of vacating the schedule property the Tenant shall paint the premises or pay reasonable cost of painting of the premises. (Interior painting only)

G. The schedule premises shall be used exclusively by the Tenant i.e. **Mrs. ELIZEBETH CHARLES** and her family members only, not for any other third parties.

H. In case of any disputes or differences between the parties either as to the interpretation of this RENTAL Agreement or as to rights, duties, obligations, liabilities and entitlements of the parties to this RENTAL Agreement and / or any person /s calming under or through them, through a legal forum at Ooty Nilgiris. The legal proceedings shall be in English.

I. If the Tenant fail to vacate and hand over the schedule property after the completion of the RENTAL Agreement period or a notice period of 3 months written notice, the **Mr. DESMOND D'SOUZA** shall deduct Rs. 50,000/= (Rupees Fifty thousand only) as consequences, damages charges from the Tenant from the security deposit amount to get vacate and take the possession of schedule premises, in addition like if any arrears bill payments dues, maintenance charges, etc.. Shall be adjusted / deducted from the security deposit.

J. The Landlord shall refund the interest free security deposit to the Tenant at the end of the RENTAL term of 2 years or 3 (three) months termination period of the RENTAL agreement, immediately, failing which the Landlord shall refund the security deposit along with an 18 % P/A rate of interest.

K. This RENTAL Agreement is prepared induplicate and both the RENTER and Tenant shall retain a copy of the same.

L. The judicial stamp duty charges towards this RENTAL Agreement shall bear by both the parties equally. The renewal of agreement should be done by the RENTEE, but the cost will be shared by both parties equally.

M. The RENTER handed over 3 (three) original keys to Tenant. If any loss of original keys, it will be charged from the RENTEE deposit.

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SCHEDULE OF THE PROPERTY

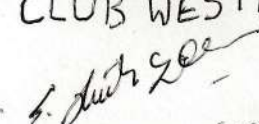
All that piece and parcel of Villa No 134, Cairn Hill Resort, Thittukkal, Ooty, Nilgiris, T.N. Pin- 643001, having one hall one kitchen, 2 bedrooms on the first floor and 1 hall, 1 make-shift bedroom, 1 dressing room and 1 bathroom on the ground floor with electricity and water facility more fully described in the schedule and other rights appurtenance thereto and a separate inventory of furniture and fittings is attached to this agreement.

IN WITNESS WHEREOF the parties have affixed their respective signatures on this Rental Agreement on the day, month and year first herein above mentioned and written. (Attached copies of Pan card & Aadhar Card)

WITNESSES.

1.  (SASHYAH ALICE MATHEWS)

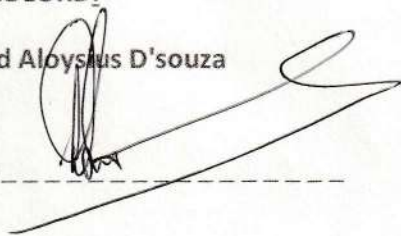
951/A2 CRYSTAL HOUSE
GROUND FLOOR OPP. ROTARY
CLUB WESTBURY ROAD OOTY

2.  (STANLY JEBAKUMAR)

6A-1, JITH COTTAGE
ANNANAGAR,
KINATHUKADAVU
COIMBATORE - 642 109

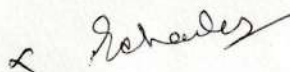
LANDLORD.

1. Desmond Aloysius D'souza


Signature : 

TENANT.


1. Elizabeth Charles



2. Rachel Charles

Signature : 

Executed before me on
the 22nd day of
August 2024 at Ooty


22/8/2024
**D. JEYARAMAN, B.A., LL.B.,
ADVOCATE & NOTARY PUBLIC
122 E, National Complex,
Hospital Road, Ooty - 643001,
The Nilgiris, (T.N).**



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