

## **THIS DEED OF SUB LEASE**

This Agreement of Sub lease for sub leasing schedule property (hereinafter called the "Agreement") is made on this day \_\_\_\_\_, (\_\_\_\_\_)

### **BY AND BETWEEN**

**M/s. Homigo Realty Pvt. Ltd, (PAN No. AADCH6390N)** having its Registered Office at “# 2-10/1, and No: 2-10/1-1, Ajay Plaza, 1st Main, N.S.Palya Bannerghatta Road, Bengaluru - 560 076”, represented by its Director Mr. Jatin Mitruka, S/o. Mr. Ramavtar Mitruka, aged about 22 Years, residing presently at Flat No. E-1306, Mantri Elegance, Bannerghatta Main Road, Bangalore – 560 076,

(Hereinafter referred to as the “**LESSOR**” (which term or expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include his heirs, representatives, executors, administrators, successors and nominees) **OF THE ONE PART**

### **AND**

**Mr.** \_\_\_\_\_ **(PAN No.** \_\_\_\_\_ **)**

**S/o.** \_\_\_\_\_, aged about \_\_\_\_\_ years,  
permanently residing at:

(Hereinafter referred to as the “**SUB-LESSEE**” (which term or expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include his heirs, representatives, executors, administrators, successors and nominees) **OF THE OTHER PART**

Whereas the **LESSOR** has taken on lease the schedule property on the terms and conditions entered into between himself and owner of the schedule

property and the LESSOR has been permitted to sub-let the schedule property as per the terms of lease agreement entered between the said parties.

Accordingly, the "Sub-Lessee" has approached the "LESSOR" to sub-let the schedule premises for residential purpose only and the "LESSOR" has agreed to sub-lease/sub-let out the schedule premises along with its furniture and fittings more fully described in the schedule attached hereto:-

### **NOW THIS AGREEMENT OF SUB-LEASE/SUB-LET WITNESSETH AS FOLLOWS:**

#### **I. TERMS OF AGREEMENT**

1. The schedule property is a \_\_\_ BHK residential flat. The LESSOR at his cost has furnished each of the Bed Room, Kitchen, to the convenience of the residents.
2. The LESSOR has agreed to sub-lease a \_\_\_\_\_ place in the schedule property for the residential purpose only of the Sub-lessee on a monthly rent of Rs. \_\_\_\_\_/- ( only) inclusive of WIFI, Cable, Water, Society monthly maintenance charges and electricity charges. However, if this covered electricity charges exceeds Rs.2,000/- p.m. such excess amount shall be paid on pro rata per person by all the residents residing/staying in the schedule premises. In case of non-payment by residents, this excess amount will be adjusted against advance paid by the Sub-lessee to the LESSOR.
3. This deed of sub-lease is for a period of 10 months commencing from the start date mentioned above. Both the parties on mutual consent can renew the sub-lease agreement subject to minimum increase in the sub-lease rent of 10% over the last monthly paid sub-lease rent.
4. The Sub-Lessee shall pay Sub-lease rental advance of Rs. \_\_\_\_\_/- ( only) to the Lessor it shall be refundable without interest on handing over vacant position of the schedule property. In case the Sub – Lessee fails to pay the above security deposit on or before signing this agreement, or such date as mutually agreed at the time of signing this agreement agreed between parties hitherto, this deed shall be rendered null and void. Maintenance fee of Rs 3,000/- will be collected from the Lessee at the end of the tenure.

5. The monthly rental of Rs. \_\_\_\_\_/- shall be paid by the Sub-lessee on the 1st of every month in advance and such rental should be credited to the account of the LESSOR through On-line or Electronic Transfer at "[www.homigo.in/payments](http://www.homigo.in/payments)" or cash shall be paid at the Office of the LESSOR. No cheques will be accepted. Any rent paid beyond 5th of each month, an additional amount of Rs. 250/- per day shall be levied / payable as late fee and in case on non-payment, such late fee is adjusted against the advance paid by the Sub-lessee to the LESSOR.
6. If the Sub-lessee fails to pay the sub-lease rent before end of the month, for 2 months' apart from late fee for non-payment of sub-lease rent, this Deed of Sub-lease stands automatically terminated and the Sub-lessee shall vacate the schedule premises immediately on such an event. The Sub-lessee shall be liable to pay such rent in arrears and late fee, which otherwise paid shall be at the sole discretion of the Lessor, liable to be adjusted against advance paid by the Sub-lessee.
7. The Sub-lessee is entitled to use the schedule property only for residential purpose.
8. The Sub-lessee hereby undertakes not to indulge in any Criminal, Unethical, Unlawful, socially objectionable or malicious practices, organizing or hosting of noisy gatherings or parties and any conduct which obstructs peace and harmony among the immediate neighbours and in the neighbourhood in the residence premises and shall at all times live up to the integrity and creditability of a respected citizens.
9. The Sub-lessee is forbidden to store or stock any dangerous or non-household inflammable articles in the leased premises.
10. The Sub-Lessee shall not Sub-lease the schedule property to any other person and if he/ she chooses to do so, this deed of Sub-Lease stands automatically terminated and he/ she has to / shall vacate the schedule property immediately.
11. The cost of the damage/replacement to any of the articles owned by LESSOR situated in the schedule property or to any of the articles/painting in the schedule premises is to be totally borne by the Sub-lessee only.

12. In the event this agreement is rendered null and void due to non-payment of total security deposit by the Sub-Lessee as agreed above, the LESSOR shall deduct one month's rent as punitive charges and return the balance of amount of the security deposit paid up to that date to the Sub-lessee on vacating of the property by the Sub-lessee .
13. The security deposit shall not carry any interest and shall be refundable by the LESSOR to the Sub-Lessee, at the time of vacating the premises by the Sub-Lessee after deducting the outstanding balance; if any towards Rent, Electricity and any such repair charges towards the damages done to the flat during the tenancy apart from normal wear and tear.
14. The LESSOR / Owner the of schedule property, as the case may be, shall pay / the annual property tax on the schedule premises to the concerned authorities and has agreed to keep the Sub-Lessee indemnified of any local taxes and /or interest / penalties levied thereon.
15. The Sub Lessee hereby specifically undertakes that it/ he /she is well aware that the LESSOR has been permitted / allowed by the Owner of the Schedule property to sublet the schedule premises from time to time, at LESSOR's option to whomsoever the LESSOR may deem fit and the LESSOR has agreed and shall use the schedule premises for residential purposes only. However, the period for which LESSOR has sublet the schedule premises, to the Sub-Lessee, if overlaps or is beyond the period of tenancy agreement with the Owner of the Schedule premises, in such an event on being notified by the LESSOR, the Sub – Lessee agrees to vacate the premises immediately to enable the LESSOR to hand over the vacant premises back to the Owner of the Schedule property. The Sub-Lessee in such event shall be entitled to receive refund of the excess rent paid by him/ her for such month on pro rata basis, for days beyond occupied days and due portion of security deposit after adjusting the dues towards arrears of rent, damages, charges; if any.
16. The Sub-Lessee shall keep and maintain the schedule premises in good and tenable condition.

17. The Sub-Lessee has agreed to allow the LESSOR or any authorized person, duly authorised by LESSOR to inspect the schedule premises at all reasonable times and at such intervals at the discretion of the LESSOR.
18. The Sub-Lessee is not permitted to undertake any major repair or alteration of the schedule premises without prior written consent of the LESSOR.
19. The Sub-Lessee has agreed to maintain the premises with proper up keep and handover the vacant premises in good and tenable condition to the LESSOR subject to normal wear and tear due to passage of time. The Sub-Lessee will ensure professional cleaning of the premises during the subsistence of this agreement.
20. The Sub-Lessee will carry out day to day repairs such as fuses, leakage of water taps etc., at their own cost but major repairs such as leakage in electricity, bursting of sanitary pipes etc. will be done by the LESSOR at their cost. The LESSOR here by ensures that all the appliances provided such as tubes, fans, showers, hand shower, taps etc. are in proper working condition and the premises are properly cleaned before handing over the premises to the Sub -Lessee and the Sub -Lessee will ensure that all the appliances provided by the LESSOR would be in proper working condition and the premises are properly cleaned at the time of handing back the premises to the LESSOR.
21. The LESSOR shall be at liberty and have absolute authority to terminate this agreement at any time, even prior to the expiry of the Sub-Lease period if the Sub -Lessee or any person acting on behalf of the Sub – Lessee or a person allowed inside the premises by Sub –Lessee as his/ her friend / aide, violates any of provision of this Indenture with a due notice to be served on the Sub -Lessee at least 7 days in advance of proposed date of termination.
22. Upon receipt of any notice or order from any statutory authorities relating to the Schedule Premises or the LESSOR, the Sub -Lessee shall cause the same to be delivered to the LESSOR at his address stated supra in this deed and shall also comply with the same so far as it relates

to the Sub –Lessee’s obligations under this indenture and in regard to the Schedule Premises.

23. The Sub -Lessee shall abide by the Rules and Regulations of the Society / Residents’ Association. In case there are any tenable written complaints from the neighbours or the Society / Residents’ Association then the Sub -Lessee will vacate the premise within 30 days of such tenable complaint. The LESSOR will deduct the un paid rent for the period occupied by the Sub -Lessee and return the balance of Security Deposit to the Sub -Lessee. The LESSOR will cause to be delivered /notified all the rules and regulations of the society / Residents’ association to the Sub -Lessee from time to time.
24. The LESSOR and Sub -Lessee have specifically agreed to intimate each other visa-versa in case either party wants to terminate this lease agreement before its natural expiry by duly giving one month’s clear advance notice for vacating the schedule premises.
25. The LESSOR undertakes to discharge / pay any taxes, levies, rates including Service tax, Goods and Service Tax etc, whichever may be made applicable on the lease rent payable by the Sub -Lessee to the concerned statutory authorities or Government departments as the case may be. In such an event, the LESSOR shall be entitled to claim reimbursement of such amount paid from the Sub –Lessee upon issue of claim notice to the Sub –Lessee. In case of non-payment by the Sub – Lessee, the LESSOR shall be entitled to deduct, withhold, adjust the same from the security deposit remitted by the Sub –Lessee.
26. The LESSOR & Sub -Lessee have agreed that for all the purposes of intimations as per this Agreement of Lease, his address of the Schedule property / premises mentioned above supra, as incorporated in this deed, shall be the address of LESSOR & Sub -Lessee, and it shall be sufficient if notice / intimation are sent / delivered to / at the schedule property, during the subsistence of Sub-lease period.
27. All disputes arising out of this agreement in respect of the schedule premises shall subject to the jurisdiction of the City Civil Court, Bangalore.

28. The Lessor and the Sub-Lessee has mutually agreed for a lock in period of \_\_\_ months. If the Sub-Lessee vacates the premises before completing the lock in period then the Sub-Lessee is obliged to pay 1 month's of rent as penalty or the Lessor has the right to deduct the same from the security deposit amount.

### Schedule Premises

All that piece and parcel of a Room in \_\_\_\_\_  
\_\_\_\_\_  
, with one four wheeler covered parking at the basement of the premises.

### Schedule of Furniture and Fittings

Furniture and Fittings provided by the LESSOR are mentioned in Annexure A

## II. MISCELLANEOUS

### 1. Modification and Waiver

Waiver of breach of the terms of this Agreement by either party shall not be considered as a waiver of any other subsequent breach of this agreement.

### 2. Disputes

The LESSEE and Sub-Lessee recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved and no third party shall intervene / interfere on settlement of disputes.

### 3. Cooperation

LESSOR will cooperate with the Sub-Lessee in taking actions and executing documents, as appropriate, to achieve the objectives of this Agreement. LESSOR agrees that the Sub –Lessee’s performance is dependent on LESSOR's timely and effective cooperation with the Sub – Lessee.

#### 4. Force Majeure

The LESSOR shall not be responsible for delays or failures (including any delay by the Sub -Lessee to make progress in the execution of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

In Witness WHEREOF the LESSOR and the Sub-Lessee have set and subscribed their respective hands to this agreement of Sub-Lease on the day, month and year first above written in presence of the attesting witnesses.

#### **Sub-Lessee**

( \_\_\_\_\_ )

Address:

#### **LESSOR**

For M/s HOMIGO Realty Pvt Ltd

(MR. JATIN MITRUKA, DIRECTOR)

Address:

Flat #E1306, Mantri Elegance,  
Bannerghatta main road,  
Bengaluru - 560076