

AGREEMENT

(On Rs. 100/- Non-Judicial Stamp Paper)

TERMS AND CONDITION

This Agreement is made at Bhubaneswar on day of 2021 BETWEEN Rent Furniture and More (in short, RF & M), a Furniture and Appliances Rental Company having its office at A-5, Trishna Enclave, Phase-01. PO KIIT PS Infocity, Bhubaneswar-751024 (hereinafter referred to as the "OWNER" which expression shall include its successors and assigns) of the One Part; AND Sri son/daughter of Sri Present Address -----and Permanent address ----- by Profession ----- Aadhar No ----- PAN No -----Photo ID ----- (hereinafter referred to/ as collectively referred to as the "Customer" which expression shall include his representatives and permitted assigns/ successors assign) of the other part:

NOW, THEREFORE THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS as follows:

TERMS: This agreement shall force in commence on the date the products (fully set out in the schedule as product/s) are delivered to the customer and remain in full force and effect until the fixed period (up to the tenure of the Rent period that is agreed by the customer while booking the product/s) expires and the product is returned to "RF & M", unless terminated earlier or extended to further period.

CUSTOMER AUTHENTICATIONS AND VERIFICATIONS

A customer in need of furniture and appliances on Rent basis should provide his/her valid identity proof to RF & M as per requirement already mentioned in the web site <http://www.rentfurniture.co.in>

Hereby, the customer authorizes RF & M to verify KYC details provided by him/her.

TENURE PERIOD FOR RENT OF FURNITURE.

Minimum 03 (three) months.

Please note that the company "Rent Furniture and More" (RF & M) reserves the right to confirm or Decline the order of the newly applied customer at its sole discretion on a case to case basis. For extension of the term beyond the agreement tenure by the customer, the monthly rate applicable at the time of extension shall be followed for calculation of Rent amount. For any such extension or early closure or Termination shall be deemed to be pursuant to this agreement.

In case, the customer is a Tenant, furniture rent agreement with the company “Rent Furniture and More” (RF & M) will be for a period not more than the period for which house agreement is made in between Tenant (in our case customer) and the house owner.

SECURITY DEPOSITE

1. An amount equivalent to the money for two months of rental charges. The security deposit is fully refundable without any interest subjected to any damage is found in any product, RF & M shall have the right to deduct the charges for the damages or default in the payment of monthly Rent including late fee charges from the security deposit paid by the customer and shall refund the remaining amount to the customer. The security deposit shall not include any monthly Rent and the customer cannot request for the adjustment of the monthly invoice dues from the security deposit.
2. In addition to the security deposit customer has to give one month Rent charges in advance.
3. This security deposit will account for any damage to the furniture and appliances during the agreement period or at the time of early closure or Termination of the agreement and after taking delivery of all the products from the possession of the customer.
4. In case where the customer is a tenant, consent in written to be obtained from the owner of the house that in case of any dispute among them, owner of the house will not claim the furniture and liable to give the furniture to the furniture Rent company: “Rent Furniture and More” (RF & M)

PAYMENT MODE and NOTICE OF DISCONTINUITY

1. Monthly Rent payment to be made on or before 7th of every month.
2. Half month rent will be consider and charge if product is kept up to 14th day of the month, from 15th day onward, full monthly rent will be consider and charge.
3. In case of delay in making payments an interest @ 1.0 % per day will be charged on outstanding amount till the day of payment..
4. Payment can be be made via GPay, PayTM, Net banking, UPI, Wallets.
5. Acknowledgement of payment Receipt will be e-mailed or WhatsApp.
6. In case of discontinuity of the agreement, 14 days prior notice to be served by the customer, if prior notice is not provided, due monthly rent will be adjusted from the security deposit.

DELIVERY, TRANSPORTATION, LOADIND /UN LOADING AND INSTALLATION.

Delivery of the products is within the jurisdiction of Bhubaneswar and Cuttack Municipality area. The customer shall be present at the location at the time of delivery agreed between RF &M and the customer. In case the customer is unavailable at the time of delivery, the customer shall appoint a representative

with an authorization letter for taking the delivery of the products and the same shall be communicated to RF & M prior to the delivery. The authorized representative should provide a copy of his/her ID proof and authorization letter from the customer to the delivery personnel assigned by RF & M. If the customer is not present or has not assigned a representative for taking delivery, at the location and a second delivery attempts is required, RF & M will charge an extra delivery cost to the customer. The customer or its appointed representative shall inspect the products for any damage and quality during the time of delivery. In case any product is damaged during the transit or unfit for use, RF & M shall replace the same at its own cost and in case a replacement is not required, such damage shall be noted in the delivery receipt and a photo of the same damage shall be taken for records. In case any claim of damage is brought against the products after the acceptance of delivery by the customer, RF & M shall not be responsible towards replacing the products and shall levy a damage to be ascertained as per the damage policy mentioned in this agreement. The customer shall ensure the entry of the delivery man and vehicle inside the premises where the delivery location is situated and ensure that prior permission is obtained for the use of elevator /staircase of the building for delivery of the product.

One way Transportation including loading and unloading will be charged (for 3 wheeler / 4 wheeler goods vehicle) to the customer based on distance from the warehouse of RF & M (KIIT Square, Patia) to the customer's premises is as follows:

- a) Within 5.0 km radius – Rs 300
- b) Upto 10.0 km radius – Rs 400
- c) Above 10.0 km upto 15 km – Rs 500 and

During return of furniture a nominal transportation charge of Rs 300 will be charged to customer OR Customer can arrange transportation at the cost of their own for onward and return transport.

If the delivery place is more than 15 km in one way, delivery charges of Rs 1000 will be charged to customer for each way of onward delivery and return of materials.

Delivery will be made at ground floor level only.

Extra amount will be charged if lifting and shifting is require based on product/s and rise/down of floor (from Ground floor level) as per actual cost OR customer can arrange for the same.

For Installation of AC (Air conditioned machine) an amount of Rs 1400 will be charged on the customer Or Customer has the option to arrange the same . No dis- installation charges will be claimed from the customer during return of product or Replacement.

SERVICE DURING THE TENURE OF THE AGREEMENT:

For any complaint and defects, required technicians will report to the customer within 72 Hrs and will try to sort out the problem instantly at site if possible or will replace the same within another 24 Hrs.

For any Damage to the products, Lost or Stolen, customer has to bear the cost as decided by the company "Rent Furniture and More"

To avail Free Re location, customer has to subscribe furniture Rent for minimum 12 months.

MAINTENANCE.

After completion of 12 months of the subscription we provide cleaning (one time per year) of the furniture as free servicing. Periodic maintenance shall not include any damage or breakdown due to mishandling of product by the customer. We will carry out the maintenance/repair of the Product within 3-4 working days after the request has been raised by the customer. If the issue of repairing is not resolved, RF & M shall provide a replacement for the product. If any damage is caused to the product and any additional expenditure is incurred for repairing by RF & M, the customer shall borne the same and will pay.

DAMAGE TO THE PRODUCT:

The customer hereby agrees that any damage caused to the product/s by mishandling, shall be liable to pay repairing cost or replacement cost of the product/s. If the product is stolen or damaged beyond repair, the customer shall be liable to pay to RF & M, the market price of the product. The quantum/extent of damage will be ascertained by comparing against the quality control documents signed by the customer and the photograph of the products taken during delivery and return pick up time.

DAMAGE WAIVER:

We, RF & M offers a damage waiver benefit to our Customers, who complete a minimum term of 12 months: Rs. 300, 13-24 months: Rs. 600 and 25-36 months: Rs. 1200 respectively.

The damage waiver benefit provided is subject to the timely payment of all dues within the due date by the customer covering only furniture items and not appliances. While we cover minor damages, Any damage that makes the furniture/appliances dysfunctional is chargeable, Our internal team will assess the level of damage. Customer will be liable to pay the rented product's total cost.

TERMINATION OF AGREEMENT:

If the customer does not want to extend the Rent period beyond the valid agreement date, the agreement shall automatically terminate on last day of the Rent term.

RF & M shall have the right to terminate the agreement in the following event:-

- a) Breach of any of the terms of the agreement.
- b) Any payment dues by the customer or default of payment of monthly rental.

Effects of Termination:

1. Any pending payment from the customer shall become payable to RF & M immediately.
2. As per clause "Security Deposit" refund of security deposit to the customer subjected to the damage assessment of the product and recovery as per clause "Damage to the product" of this agreement.
3. The security deposit refund shall be assessed and determined as per clause "Security Deposit" of this agreement in case of Termination due to nonpayment of monthly Rent dues.
4. RF & M Shall have the right to take possession of the product delivered to the customer immediately.
5. In case of Termination, Last month Rent shall be calculated as per clause "PAYMENT MODE and NOTICE OF DISCONTINUITY" in this agreement.

EARLY CLOSURE:

The early closure charges shall be maximum upto the total amount of security deposit deposited by the customer ,excluding any Rent dues and any damage charges and shall be deemed to be pursuant to this agreement.. Last month Rent shall be calculated as per clause “PAYMENT MODE and NOTICE OF DISCONTINUITY” in this agreement.

Jurisdiction:

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at Bhubaneswar ,Odisha (where this agreement has been signed on behalf of the OWNER) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/ or proceeding(s) to the exclusion of all other Courts.

We are currently operational only in Bhubaneswar and Cuttack Municipality Area. All of RF & M's Furniture & appliances Rent offerings and services shall be available only in these area..

INSPECTION:

RF & M reserves the right to inspect the product during the tenure and terms of the agreement and shall provide prior intimation to the customer regarding the visit for inspection by its representative. The customer shall ensure that the representative of RF & M is provided with proper access to the premises and inspect all products delivered to customer for inspection.

RELOCATION:

To avail Free Re location, the customer has to subscribe furniture Rent for minimum 12 months. This is subjected to the timely payment of all dues within the due date by the customer.

A request shall be made to RF & M ,14 days prior to the date, the customer wishes to relocate or remove the products from the registered address along with address proof of the new location /address. This relocation area should be within the jurisdiction of Bhubaneswar and Cuttack Municipality area. If the relocation area is beyond this area, the same shall be treated as an early closer of the agreement and the Rent dues shall be payable as per the policy mentioned already.

SWAP OPTION:

As soon as you (customer) completes tenure of 12 months with us (RF & M), you can avail this service once in every 12 months subscription. All you need to do is, give us a request with 14 days notice in advance. This is subjected to the timely payment of all dues within the due date by the customer.

OWNERSHIP OF PRODUCT:

In pursuant to this agreement RF & M shall at all times during the term of the agreement retain title to/ and/or be the beneficial owner of the product/s delivered to the customer. Nothing in this agreement shall be construed as a transfer of ownership of the product/s to the customer.

Non-Assignability

The customer shall not assign or transfer any interest in this agreement or the products without the written permission of RF & M. Any such assignment or transfer shall be considered as illegal and strict violation of the terms of this agreement,

IN WITNESS WHEREOF the parties hereto have executed this Agreement in duplicate the place, day and year first above written

SIGNED AND DELIVERED for and on behalf of RENT FURNITURE & MORE (RF & M)
by.....

in the presence of

- 1.
- 2.

SIGNED AND DELIVERED for and on behalf of
..... (CUSTOMER)

by.....

(this -----day of _____ 2021__)

in the presence of

- 1.
- 2.