

Lease/Rental Agreement

THIS AGREEMENT OF Lease/Rental made and executed at Kolkata on this day of, 2019.

BETWEEN

Mr./Ms. _____, an Indian citizen, Age : ____ years, Occupation: _____, Currently Residing at _____ Kolkata - 700, Hereinafter referred to as **'THE Lessor /Owner'**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his legal heirs successors, executors, administrators and assigns of the **One Part**

And

Mr./Ms. _____, an Indian citizen, Age: _____ years Occupation: _____, having his/her Current Residence at _____ Kolkata, Hereinafter referred to as **'THE Lessee/Tenant'**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his legal representatives and permitted assigns of the **Other Part**

The Lessor/Owner and the Lessee/Tenant shall collectively be referred to as 'Parties' and individually as a 'Party'.

RECITALS

A. **WHEREAS** the **Lessor** is the owner and he is absolutely seized and possessed of the residential premises being _____, **Kolkata - 700** (Hereinafter called the ``SAID PREMISES'').

B. **WHEREAS** the **Lessee** is in need of a temporary residential accommodation for her use and has approached the **Lessor / Owner** to grant a Lease/Rental to the **Lessee/Tenant** to use the SAID PREMISES for residential purposes only, Lease/Rental basis for a period of 11 months commencing from 00/00/2019 on the terms and conditions hereinafter mentioned.

C.**AND WHEREAS** to supervise the due compliance of the terms and conditions of this Agreement, the Lessor/Owner has appointed RECA Kolkata (hereinafter referred to as "RECA Kolkata"), having their address at, Kolkata - 700, W. Bengal, India. to act as a Property Manager.

D.**AND WHEREAS** the Parties hereto are desirous of reducing the arrangement in writing upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

The LESSEE/TENANT is hereby permitted by the LESSOR/OWNER to have the use of the said premises for residential purposes only, for a period of ___ months commencing from 00/00/0000 to 00/00/0000 on the mutually agreed terms and conditions.

1. **RENT:** The Lessee/Tenant shall pay to the Lessor/Owner a monthly fee/compensation of Rs. _____ /- (Rupees _____) the said Rent shall be paid by ___ th day of every calendar month in advance, by an account payee cheque drawn only in favour of the Lessor/Owner or via any other agreed mode. Post-Dated cheques of 10 months have been given to the Lessor/Owner and a cheque of the current date has also been handed over.
2. **SECURITY DEPOSIT:** Besides the agreed Rents, the LESSEE/TENANT has deposited and kept deposited a sum of Rs. _____ /-, (Rupees _____ Only) via bank transfer with following details Cheque No.000000....., Dated00/00/19..... drawn on _____ BANK, _____ Branch, Kolkata - 700 in favour of Mr./Ms. _____ for Rs. _____ /-, (Rupees _____ Only), by way of interest free refundable deposit (hereinafter referred to as "**the said security deposit**") for observing and performing the terms and conditions of this Agreement.

The LESSOR/OWNER shall immediately, upon the determination or early termination of this Agreement, refund to the LESSEE/TENANT, without interest, the said security deposit amount by Electronic transfer, against receipt of the said negotiable instrument; the LESSEE/TENANT will hand over the vacant and peaceful possession and the keys of the SAID PREMISES to the LESSOR/OWNER. In case the said security deposit is refunded through a Cheque the possession

and the keys of the said residential flat will be handed over upon the realization of the Cheque.

3. If the LESSEE/TENANT fails to pay the LESSOR/OWNER the aforesaid monthly Rent at the rate in the manner and within 30 days of the time aforesaid, or commits any breach of payment of Rent or fails to observe/perform the terms and/or obligations and/or the provision of this agreement, the LESSOR/OWNER shall deduct the amount in default from the said security deposit amount and refund the balance to the LESSEE/TENANT without delay.
4. **PREMISE MAINTENANCE:** The LESSEE/TENANT shall keep and maintain at his/her own cost, the said residential flat in good order and condition, till the determination or earlier termination of this Agreement and at the time of handing over the possession of the SAID PREMISES back to the LESSOR/OWNER. The LESSEE/TENANT shall ensure that the SAID PREMISES is in a clean, proper and orderly condition before it is handed over back to the LESSOR/OWNER failing which the expense to the same will be deducted from the Security Deposit.
5. **PAINTING:** The LESSEE/TENANT will leave the said residential flat duly painted as good condition as it was on the date hereof and make compensation for any damage done - (reasonable wear and tear , any loss or damage by fire, accident or act of God or irresistible force excepted). In case any loss/damage is not compensated by the Lessee/Tenant to the satisfaction of the Lessor/Owner then Lessor/Owner will be allowed to forfeit the security or any part thereof.
6. **SOCIETY AMENITIES & MAINTENANCE:** The Lessee/Tenant shall regularly pay maintenance fee to the Association, if any.
7. **POOL & CLUB HOUSE CHARGES:** The Lessee/Tenant shall pay Pool & Club House Fees as charged.
8. **PROPERTY & WATER TAXES:** The Property tax & water tax/charges shall be borne by the Lessor/Owner.
9. **ELECTRICITY BILLS:** The LESSEE/TENANT will maintain a file of the electricity bills paid by him/her during her stay in the said premises.
The LESSEE/TENANT will pay the monthly electricity consumption charges of the said premises directly to CESC/WBSEB, within the bill payment date notified by the CESC/WBSEB. The LESSEE/TENANT shall handover, the paid bills towards the

electricity consumed during her stay in the said premises, to the LESSOR/OWNER/ RECA Kolkata. If there is any pending bill when the LESSEE/TENANT vacates the premises, the amount for the same shall be deducted from the Security deposit. The number of units consumed after the last available bill will be noted from the electric meter and an approximate bill of the same will be calculated and deducted from the said security deposit, if the same is not settled by the Lessee/Tenant.

10. **USAGE OF PREMISES:** The said residential flat shall only be used by the LESSEE/TENANT as residence of the LESSEE/TENANT and members of her family (including parents), and for no other purpose. The LESSEE/TENANT and members of her family undertake to abide by the Rules, Regulations & the Bye-laws of the Housing Society/Association as the case maybe.
11. **KEYS TO ENTRANCE:** The key to the main entrance door of the said Premises shall be given by the LESSOR/OWNER to the LESSEE/TENANT at the execution of this present. During the period of the Lease/Tenancy, the LESSOR/OWNER shall continue to have one set of keys of the said premises and the LESSEE/TENANT shall not be entitled to change any lock or latch on the doors of the premises. In case, that is done, the LESSOR/OWNER shall be at the liberty to break open such additional lock or locking device as the case may be.
12. **SECURITY:** The LESSOR/OWNER shall not be responsible or liable for any thefts, loss, damage or destruction of any property of the LESSEE/TENANT or any of her family members living in the SAID PREMISES nor for any bodily injury to any of the occupants of the SAID PREMISES from any cause whatsoever.
13. The LESSOR/OWNER shall observe and perform all terms and conditions of the Agreement on which they hold the residential flat.
14. The LESSEE/TENANT shall not do, omit or suffer to be done anything whereby the right of the LESSOR/OWNER to hold the SAID PREMISES is voided, forfeited or extinguished.
15. The LESSEE/TENANT or her family members shall not store or allow to be stored in the said premises any goods, articles, liquids or things which are hazardous, inflammable or combustible in nature

16. The LESSEE/TENANT shall not do or suffer to be done anything to the said premises which is or is likely to be a nuisance or annoyance to the other occupants of the said building or to prejudice in any manner the rights of the LESSOR/OWNER in respect of the said premises and/or use the same for any immoral or illegal purposes.
17. The LESSEE/TENANT shall not make any structural alteration, additions or changes of any nature in the said premises without the permission of the LESSOR/OWNER, save and except normal maintenance of the premises from time to time.
18. Even after the commencement of use and occupation of the said premises by the LESSEE/TENANT, the LESSOR/OWNER shall alone remain in possession, be in possession and be deemed always to have remained in possession of the said premises and the LESSEE/TENANT shall of in any time, whether during subsistence of the Lease/Tenancy or thereafter, not claim to be in possession of the said premises or any part thereof.
19. That at all times, the ownership and legal possession and occupation of the SAID PREMISES and the SAID PREMISES shall be that of the LESSOR/OWNER, only and the LESSEE/TENANT shall use and occupy the said FLAT as LESSEE/TENANT only, and shall not claim any interest of any nature whatsoever in the said portion or the SAID PREMISES, and that nothing in this Agreement shall be construed to be a demise at law in respect of the portion or the SAID PREMISES or the SAID PREMISES to confer the LESSEE/TENANT any right of tenancy/sub-tenancy/lease/sub-lease, etc., in respect of the portion of the SAID PREMISES or the SAID PREMISES.
20. This Agreement shall come to an end on the termination of the period prescribed under Clause 1 above. Thereupon, the LESSEE/TENANT shall remove herself and all her family members from the said residential flat with all their belongings and surrender the quiet, vacant and peaceful possession of the SAID PREMISES to the LESSOR/OWNER, - against refund of the interest free refundable deposit from the LESSOR/OWNER as stated in Clause 3 hereof, through a negotiable instrument.
21. Both the parties shall have an option to terminate this agreement without assigning any reason after giving one month's notice, by writing to the other party and the LESSOR/OWNER shall refund the said security deposit of Rs. _____ /- , (Rupees _____ Only), (after deductions if any), and the

LESSEE/TENANT shall hand over the vacant, quiet and peaceful possession of the said premises, at the end of the notice period.

22. In the event the Lessor/Owner / the Lessee/Tenant wishes to terminate this agreement by giving one month's notice, she will also inform RECA Kolkata about the termination and subsequently also about the exact date of vacating the SAID PREMISES. RECA Kolkata will examine the premises before being vacated by the LESSEE/TENANT & duly submit a report to the LESSOR/OWNER. This report shall include details of damages if any and electricity bills pending if any, inventory and the general condition of the premises. RECA Kolkata will also co-ordinate with the LESSOR/OWNER in order to enable the LESSOR/OWNER to refund the said Security Deposit, be it in cash / demand draft to refund the said security deposit after cutting damages/dues if any.
23. If the Lessee/Tenant / Lessor/Owner terminates the Lease/Rental Agreement before it expires, Rs. _____/- (Rupees _____ Only), will be deducted from the deposit towards the repeated expense of registration that the other party would have to bear.
24. The Documentation Fees, Stamps Duty and registration charges in respect of the Lease/Rental Agreement or any definitive agreement entered into between the Parties shall be borne equally by both Parties.
24. If the LESSEE/TENANT obtains a new telephone connection and/or internet connection in the SAID PREMISES, in her name the same will be at her cost and at her own risk. The Lessee/Tenant shall not create at any time any encumbrances of any sort over the said premises due to any unpaid bills or outgoings and shall not obtain any loans, advances or finance by offering the said premises as security. Etc. The LESSOR/OWNER shall not be responsible and liable in respect for all security measures or issues in operating the internet services. On termination of lease Lessee/Tenant shall be under obligation to clear all dues towards telephone/internet connection and RECA Kolkata will coordinate with Lessee/Tenant & confirm that there is no liability outstanding on that account.
25. If on the expiry of terms of the LESSOR/OWNER or early termination by either party, the LESSOR/OWNER fails to refund the said security deposit, the LESSOR/OWNER shall be liable to pay the interest on the said premises at the rate of 18% per annum till he refunds the same. The Lessee/Tenant shall be entitled to use the SAID PREMISES without paying the monthly compensation till

such the time that the LESSEE/TENANT receives the said security deposit and the interest thereon.

26. THE LESSEE/TENANT agrees that if she or any of her family members do not vacate or fail to hand over vacant and peaceful possession of the SAID PREMISES, on the determination or early termination of this Agreement , in such circumstances the LESSEE/TENANT shall and be liable to pay the LESSOR/OWNER a sum of Rs. _____/- Only (Rupees _____ Only) per day towards liquidated damages which both the LESSOR/OWNER and LESSEE/TENANT agree is a pre-estimated, genuine and reasonable amount of sum payable to the LESSOR/OWNER by the LESSEE/TENANT under the circumstances.
27. Notwithstanding anything contained in this Agreement, In the event of the LESSEE/TENANT committing any breach of the terms and conditions herein contained the LESSOR/OWNER will give a written notice to the LESSEE/TENANT asking the LESSEE/TENANT to remedy the breach within one month from the date of receipt of Notice. If the LESSEE/TENANT fails to remedy the breach within the said period, then only the LESSOR/OWNER shall be entitled to treat this Agreement as terminated and shall demand the possession of the SAID PREMISES and shall refund the said security deposit subject to deductions that the LESSOR/OWNER is entitled to make under this Agreement, against receipt of possession of the said PREMISES
28. The LESSEE/TENANT hereby admits and acknowledges that is the express intention of the parties to the agreement that the relationship of 'The landlord' and "Tenant" shall not be deemed to be created hereby or otherwise between them under any circumstances whatsoever. The agreement merely confirms bare permission of Lease/Rental and does not create any easement or interest into or upon the Leased/Rented premises or any path thereby favour of the Lessee/Tenant. It is not intended by this agreement to create any lease or sub-lease or any other right, title or interest into or upon the Leased/Rented premises favour of the Lessee/Tenant. The Lessee/Tenant shall under not under any circumstances claim any rights or tenancy, sub-tenancy or any other right of any nature into or upon the Leased/Rented premises.
29. The Lessee/Tenant shall not assign this Agreement or transfer the benefit of this Agreement to any person or party. The LESSEE/TENANT will only be entitled to permit her family (including parents) to use the said residential flat for her residence.

30. Nothing in this Agreement shall be construed to confer tenancy rights or any other right or title in favor of the LESSEE/TENANT. Both the parties agree that there is no intention on their part to create any tenancy rights or protected Lease/Tenancy in respect of the said Premises. The Lease/Tenancy given herein is governed by the provisions of Section 24 of the West Bengal Rent Control Act 1999. The LESSEE/TENANT hereby gives an undertaking and assurance that she will not claim any tenancy rights or any other rights or title under the said Rent Act in respect of the said Premises at any time. This Agreement is made on the basis of this specific assurance given by the LESSEE/TENANT.
31. Nothing herein contained shall be construed as creating any right, title, interest, easement, tenancy or sub-tenancy in favour of the LESSEE/TENANT in or upon the SAID PREMISES or transferring any interest therein in favour of the LESSEE/TENANT other than the permissive right of use hereby given.
32. If at any time during the said term the SAID PREMISES is damaged or destroyed by fire, storm, flood, tempest, earthquake, enemies, war, riot, civil commotion or any other irresistible force, act of God so as to make the same unfit for use, then in that event the Lease/Tenancy hereby created shall forthwith stand terminated, provided however that if the SAID PREMISES is destroyed or damaged on account of any negligence on the part of the LESSEE/TENANT or her family members occupying the SAID PREMISES, then in that event, this Agreement shall not come to an end and the Lessee/Tenant shall be bound and liable to pay the Rent and/or compensation to the LESSOR/OWNER and the LESSEE/TENANT shall at her own cost and expense restore the SAID PREMISES and the other parts of the building which are so destroyed in the same good order and condition as they were at the time of entering into this Agreement.
33. The LESSOR/OWNER or her authorized representative will be entitled to inspect the said Premises in the presence of the Lessee/Tenant at a mutually agreeable time by giving reasonable prior intimation to the LESSEE/TENANT.
34. Any notice intended to be given by any party hereto to the other shall be deemed to be properly and validly given only if it is delivered or sent by any means of recorded delivery like personal delivery or FAX to the LESSOR/OWNER and the LESSEE/TENANT at their addresses mentioned.

35. The terms and conditions mentioned herein above are the only terms and conditions agreed upon between the parties and there are no other terms and conditions agreed upon except those, which are incorporated in this agreement. This agreement supersedes all prior agreements or communications, whether oral or written which may exist between the parties hereto and together with the annexure, if any, shall constitute the entire agreement between the parties with respect to the subject matter hereof
36. The expenses towards all the expenses connected with registering the Lease/Rental Agreement will be borne equally by the Lessor/Owner and the Lessee/Tenant.
37. In case of any dispute arising between the parties hereto in relation to the compliance of the terms and conditions of this Agreement or their interpretation, only the courts in Pune will have jurisdiction to try and decide such dispute.
38. Any amendment or discharge of this Agreement must be in writing and signed by both the parties.

INVENTORY OF ITEMS

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

All that piece and parcel of immovable property, being,
_____ Kolkata - 700 _____, constructed on the property
bearing Survey No. _____ Together with the fixtures and fittings in the
Apartment/Property.

SIGNED SEALED AND DELIVERED _____ (_____)
FOR THE ABOVE NAMED **LESSOR/OWNER**

In the presence of _____

BY THE HANDS OF HISWITNESS _____

SIGNED SEALED AND DELIVERED _____ (.....)
FOR THE ABOVE NAMED **LESSEE/TENANT**

In the presence of

BY THE HANDS OF HIS WITNESS.....