# RENTAL AGREEMENT

This rental agreement is executed at kolkata on 2020-09-18 by and between Siddhartha Mukherjee, Resident of kolkata (hereinafter jointly and severally called the “LANDLORD”, which expression shall include their heirs, legal representatives, successors and assigns) of the one part: AND Siddhartha Mukherjee, having permanent address at kolkata and having Passport Number 9876 issued from kolkata on 2020-09-19, (hereinafter called the “TENANT”, which expression shall include its legal representatives, successors and assigns) of the other part.

WHEREAS kolkata the Landlord is the absolute owner of the Siddhartha Mukherjee consisting 6 Bedrooms, 76 living room, family lounge, kitchen, servant room and inbuilt fittings & fixtures and inventory of the equipment as detailed in annexure-I, hereinafter referred to as "Demised Premises".

WHEREAS the Tenant has requested the Landlord to grant Rent with respect to the Complete Address of the Property and the Landlord has agreed to rent out to the Tenant the Property for residential purposes only, on the following terms and condition:

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. The rent in respect of the “Demised Premises” shall commence from 2020-10-03 of Agreement and shall be valid till 1 of Agreement. Thereafter, the same may be extended further on mutual consent of both the parties.

2. That the Tenant shall pay to the Landlord a monthly rent of Rs.76 (76).The rent shall be paid in advance on or before 7th of English Calendar Month.

3. That the Tenant shall pay to the Landlord a monthly maintenance charge of Rs. 67 ( 67) towards maintenance of Generator & Elevator, Salaries towards guards, Charges for Electricity Maintenance for Common Areas, Charges towards cleaning of Common Areas and towards maintaining the lawn (charged as per the RWA regulations).

4. That during the Rent period, in addition to the rental amount payable to the Landlord, the Tenant shall pay for the use of electricity and water as per bills received from the authorities concerned directly. For all the dues of electricity bills and water bills till the date the possession of the premises is handed over by the Landlord to the Tenant it is the responsibility of the Landlord to pay and clear them according to the readings on the respective meters . At the time of handing over possession of the premises back to the Landlord by Tenant, it is the responsibility of the Tenant to pay electricity & water bills, as presented by the Departments concerned according to the readings on the respective meters upto the date of vacation of the property. The Landlord has provided equipment kolkata the “Demised Property” and servicing & repair will be the responsibility of the Tenant.

5. The Tenant will pay to the Landlord an interest-free refundable security deposit of 7 equal to 7 of Months Agreed in Negotiations vide cheque no 5 dated 2020-10-04 at the time of signing the Rent Agreement.

The said amount of the Security deposit shall be refunded by the Landlord to the Tenant at the time of handing over possession of the demised premises by the Tenant upon expiry or sooner termination of this Rent after adjusting any dues (if any) or cost towards damages caused by the negligence of the Tenant or the person he is responsible for, normal wear & tear and damages due to act of god exempted. In case the Landlord fails to refund the security deposit to the Tenant on early termination or expiry of the Rent agreement, the Tenant is entitled to hold possession of the Rented premises, without payment of rent and/or any other charges whatsoever, till such time the Landlord refunds the security deposit to the Tenant. This is without prejudice and in addition to the other remedies available to the Tenant to recover the amount from the Landlord.

6. That all the sanitary, electrical and other fittings and fixtures and appliances in the premises shall be handed over from the Landlord to the Tenant in good working condition. There will be 3 weeks maintenance period after the possession by Siddhartha Mukherjee . If during these 3 weeks any defect is in electrical outlets/appliances, plumbing/ sanitary is identified & duly notified, the Landlord shall be responsible to repair/ replace the same at his own cost. Upon returning the premises, all the sanitary, electrical and other fittings and fixtures will be restored by the Tenant in a good condition as they are at present, subject to normal wear and tear and damage by act of God.

7. That the Tenant shall not sublet, assign or part with the demised premises in whole or part thereof to any person in any circumstances

whatsoever and the same shall be used for the bonafide residential purposes only.

8. That the day-to-day minor repairs will be the responsibility for the Tenant at their own expense. However, any structural or major repairs, if so required, shall be carried out by the Landlord.

9. That no structural additions or alterations shall be made by the Tenant in the premises without the prior written consent of the Landlords but the Tenant can install air-conditioners in the space provided and other electrical gadgets and make such changes for the purposes as may be necessary, at his own cost. The Landlord represents that the Premises possesses the adequate electrical infrastructure to cater for the electrical appliances including the air conditioners. On termination of the tenancy or earlier, the Tenant will be entitled to remove such equipments and restore the changes made, if any, to the original state.

10. That the Landlord shall hold the right to visit in person or through his authorized agent(s), servants, workmen etc., to enter upon the demised premises for inspection (not exceeding once in a month) or to carry out repairs / construction, as and when required, by giving a 24 hour’s notice to the tenant.

11. That the Tenant shall comply with all the rules and regulations of the local authority applicable to the demised premises. The premises will be used only for residential purposes of its employees, families and guests.

12. That the Landlord shall pay for all taxes/cesses levied on the premises by the local or government authorities in the way of property tax for the premises and so on. Further, any other payment in the nature of subscription or periodical fee to the welfare association shall be paid by the Landlord.

13. That the Landlord will keep the Tenant free and harmless from any claims, proceedings, demands, or actions by others with respect to quiet possession of the premises.

14. That this Rent Agreement has a lock-in-period of 6 (6 )and cannot be terminated by either party. After the completion of lock-in-period, the Tenant can terminate the Rent Agreement by giving 7 Month(s) (7 months) notice to the Landlord or the rent in lieu of. Likewise, after the completion of lock-in-period, the Landlord can also terminate the Rent Agreement by giving 7 months ( 7 Month(s)) notice to the Tenant. That in the event of non-payment of rent by the Tenant during the lock-in period being in arrears for 2 consecutive months despite reminder issued by Landlord on such rent the Landlord shall have the right to terminate the Rent with immediate effect and take back possession of the said premises

15. That the Landlords hereby assures to the covenants with the Tenant that: a) The Tenant paying the rent herein reserved and observing and performing the terms and conditions on the part of the Tenant as herein contained, shall be entitled to peaceful and quiet enjoyment of the demised premises during the period of this Rent free from any interference, interruption, or objection whatsoever from the Landlord.

b) The Landlord shall indemnify and keep the Tenant fully indemnified and held harmless from and against all damages, costs and expenses caused to or incurred by the Tenant as result of any defect in the title of the Landlords which disturbs or interferes with the possession and enjoyment of the demised premises by the Tenant under the covenants herein before contained c) In the event the Landlord transfers, alienates or encumbers or otherwise howsoever disposes of or deals with rented premises or any part thereof or its right, title and interest therein during the terms of the present Rent or further extended period, the Landlord shall intimate the Tenant about the same in writing and the future owner or successor-in-title of the rented premises shall be bound to honour the terms of this Rent Deed, including further extensions as stated hereinabove and Landlords shall get an undertaking from the said purchaser / transferee to that effect. d) The Landlord shall acknowledge and give valid receipts for each payment made by the Tenant to the Landlord, which shall be treated as conclusive proof of such payments. e) The premises is free from all encumbrances and have not entered into any agreement or arrangement for disposing or dealing with the premises or any part thereof/or the Landlord's title, right, and interest in the demised premises in any manner. f) The Landlord confirms that in case for any reason whatsoever the premises in reference or any part thereof cannot be used for residential purposes because of any earthquake, civil commotion, or due to any natural calamity or if Premises is acquired compulsorily by any authority, over which the Tenant has no control, the Tenant shall have the right to terminate the Rent forthwith

and vacate the premises and the Landlord shall refund the security deposit or the rent received in advance to the Tenant forthwith. g) The Landlord represents that the Demised Premises is free from all construction defect including but not limited to all moisture related construction defects such as leakage, cracks in house walls including that of compound walls, breakage of floor tiles, etc. h) The Landlord represents that he has complied with all the statutory payments of the property including that of taxes, penalties if any and statutory dues to the local authority including but not limited to municipality, village panchayat, development authority, departments of electricity, sewage and/ or water. The Landlord also represents that there is no Charge including mortgage due exist on the Demised Premises which would affect the peaceful possession of the Tenant of the Demised Premises.

16. That the Tenant will keep the Landlord harmless and keep it exonerated from all losses (whether financial or life), damage, liability or expense occasioned or claimed by reasons of acts or neglects of the Tenant or his visitors, employees, whether in the rented premises or elsewhere in the building, unless caused by the negligent acts of the Landlord.

17. The Tenant shall maintain the Demised Premises in good and tenable condition and all the minor repairs such as leakage in the sanitary fittings, water taps and electrical usage etc. shall be carried out by the Tenant. That it shall be the responsibility of the Tenant to hand over the vacant and peaceful possession of the demised premises on expiry of the Rent period, or on its early termination, as

stated hereinabove in the same condition subject to natural wear and tear.

18. That in case, where the Premises are not vacated by the Tenant, at the termination of the Rent period, the Tenant will pay damages calculated at two times the rent for any period, of occupation commencing from the expiry of the Rent period. The payment of damages as aforesaid will not preclude the Landlord from initiating legal proceedings against the Tenant for recovering possession of premises or for any other purpose.

19. That both the parties shall observe and adhere to the terms and conditions contained hereinabove.

20. That the Tenant and Landlords represent and warrant that they are fully empowered and competent to make this Rent.

21. In case of any dispute to this agreement and the clauses herein, the same will be settled in the jurisdiction of the Delhi civil courts.

22. That the Rent Agreement will be registered in front of registrar and the charges towards stamp duty, court fee & lawyer/coordinator will be equally borne by the Landlord & Tenant. IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year.

**Landlord:** **Tenant:**

**WITNESSES:**