**TENANCY AGREEMENT FOR RESIDENTIAL HOUSE**

 **This agreement made this the 30th day of July 2003,

Between

AB, son of, WX residing ЕЕЕЕ, Calcutta after it called the landlord of the One Part

And

CD, son of YZ, residing ЕЕЕЕ hereinafter called the tenant of the Other Part witnesseth as follows;

1. That the landlord shall lease and the tenant shall take on basis monthly tenancy all that double-storeyed building being premises No. ЕЕЕЕ.with bath, privies, garage, kitchen, store, compound, out-houses and all fixtures and fittings with electricity and water connection on terms/conditions hereunder contained.

2. That the tenant deposit with the landlord a sum of Rs. 2 lakhs as security deposit/caution money and pay a sum of Rs. 5,000 only, rent per month which will enhance in progress by 10% every five years in advance on the 7th of every current month without any latches or default and it is hereby recorded that the tenant has this day paid to the landlord the security money and also a further sum of Rs. 5,000 as rent for the month of August 2003 which the landlord doth hereby admit, acknowledge and confirm,

3. That it is further consented, declared and agreed by and between the parties that the house will be used and occupied on the following conditions:

(a) The landlord shall keep the house in air and watertight condition, whitewash all walls once with in three years and paint all wood work once in five years.

(b) Save and except as aforesaid, the tenant shall otherwise maintain and preserve the property in good order and condition, protect the same against white ants and moth, substitute all broken fixtures and fittings by replacements of equally good quality.

(c) All taxes (both owner's and occupier's share) substituting at presently shall be paid by the landlord, but all enhanced or additional taxes, if and when burdened and other charges, if any as leviable by municipality, shall be borne and paid by the tenant without any right of reimbursement against the landlord.

(d) That tenant shall not do any alteration to the property unless expressly approved in writing by the landlord and in any eventuality such alteration, if allowed, shall be made by tenant at his own costs, expense and such terms/conditions as may be burdened by the landlord. Such additions/alterations shall in all cases be the property of landlord and tenant shall have no right to claim anything from the landlord or to any indemnification on that account.

(e) The tenant shall use the property only for the residential purpose with the members of his family and shall not sublet the whole or any part thereof, not change the tenancy, keep any paying guests nor share accommodation nor carry on any business or trade nor store any combustible or inflammable goods excepting kerosene, coal, etc., in minimum quantities needed for domestic consumption.

(f) If the tenant neglects or does not pay the rent as stated before or otherwise contravenes the agreements, conditions and stipulations hereunder imposed or is adjudged an insolvent, it shall be legal for the landlord to terminate the tenancy hereunder created and take all steps to recover possession notwithstanding waiving of any condition of this agreement.

(g) The tenant had inspected the property and is fully convinced about its internal arrangement and condition and has after it voluntarily and freely consented to the terms of tenancy hereunder laid and shall not after it be aggrieved on any account whatsoever.

4. Expect as aforesaid, the rights and duties between the parties shall be ruled by the law concerning statutory tenancy enforceable for the time being.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_.

DATE:

PLACE:

WITNESSESS:-

1. AB

2. CD**