

THIS AGREEMENT made this ____ day of _____, **2004** BETWEEN _____ of _____ hereinafter called '**The Landlord**' of the **First Part**

AND

_____ of _____ hereinafter called '**The Tenant**' of the **Second Part**

AND

_____ hereinafter called _____ of the **Third Part**.

W H E R E A S :

- A. _____ is known to the Tenant.
- B. _____ has requested the Landlord to grant the right of permissive use in respect of all that the **Flat No.** ___ on the _____ **floor** of the building at **Premises No.** _____, (hereinafter called the **SAID FLAT**) unto and in favour of the Tenant for a period of ___ (____) years commencing from _____ (hereinafter called the **Commencement Date**) and expiring on _____ (hereinafter called the **Expiry Date**) which the Landlord has agreed on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows :

1. The Landlord at the request of _____ has agreed to grant the right of permissive use in respect of all that the said flat situated on the _____ **floor** of the building at the said premises unto and in favour of the Tenant.
2. This agreement has commenced and/or shall be deemed to have commenced on and with effect from _____ (hereinafter called the **Commencement Date**) and shall remain valid upto _____ and the rent will @ Rs. _____ per month (i.e. from _____). The Tenancy shall be extended for a further period of one year by the Tenant.
3. The Tenant shall pay an advance amount of Rs. _____/- to the Landlord and the same is being taken as a fully refundable security deposit to be refunded to the Tenant on handing over of vacant peaceful possession of the said flat by the Tenant to the Landlord.

4. It has been agreed by and between the parties hereto that inasmuch as the Landlord and _____ are known to each other, the Landlord has agreed to grant the permissive use in respect of the said flat to the Tenant and excepting what is hereinafter provided the Landlord will not be able to claim any license fee or any other amount.
5. The Tenant agrees as follows :
- a) to use the said flat only for the purpose of residence for themselves.
 - b) not to claim any right of tenancy or exclusive possession in respect of the said flat.
 - c) to keep the furniture, fittings and fixtures in the said flat (more fully and particularly described in the **First Schedule** hereunder written) intact in their custody and hold the same as Trustee of the Landlord.
 - d) not to allow any other person excepting itself only to reside into or upon the said flat.
 - e) not to sublet or transfer or assign the right of permissive use conferred upon them by this agreement to any other person.
 - f) not to make any additions or alterations into or upon the said flat of whatsoever or howsoever nature.
 - g) not to use or reside in the said flat after expiry of the period hereby granted i.e. _____
 - h) It has been agreed by the Tenant that all the monthly maintenance charges and electricity bills and telephone bills of the said Flat will be borne by the Tenant only and the Tenant will pay the said bills punctually to the authorities / association.
 - i) It has been further agreed that the Landlord has provided a separate electric meter for the said flat which is in the name of _____ and the electricity bills of the said meter is absolutely for the said flat at the said premises.

6. On the expiry date if the Tenant fails to vacate the said flat, then in that event the Tenant shall be liable and agrees to pay damages at the rate of Rs. _____/- per day until such time the Landlord has recovered possession of the said flat and _____ hereby guarantees the due performance and observance of the terms and conditions herein contained on the part of the Tenant to be performed and observed, including payment of the said compensation.

7. The Tenant agrees to quit, vacate and deliver up vacant possession of the said flat on the expiry date and in the event of any default on the part of the Tenant in vacating the said flat on the said expiry date, then in that event in addition to any other right which the Landlord may have the Landlord shall be entitled and is hereby authorised by the Tenant to lock up the said flat and to remove all the articles, things and belongings of the Tenant in any other place without being liable for any loss or damage and the Tenant agrees not to claim any loss or compensation whatsoever.

8. It is hereby expressly agreed that this is a personal accommodation by the Landlord to the Tenant and in no event the Tenant or any other member(s) of the Tenant shall claim any right of tenancy or any other right whatsoever nor shall set up any oral agreement of whatsoever or howsoever nature.

THE FIRST SCHEDULE REFERRED TO ABOVE

List of furniture, fixtures and fittings in the flat on the _____ floor at Premises No. _____

1. Kitchen cabinets
2. Cistern with commode with fittings -
3. Basin with fittings -
4. Ceiling fans -
5. One exhaust fan in the kitchen
6. Light fittings and shades in all the rooms and toilets.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seals the day, month and year first above written :

Signed and Delivered by _____

The Landlord at Calcutta in the presence of :

Signed and Delivered by _____

The Tenant at Calcutta in the presence of :

Signed and Delivered by _____

at Calcutta in the presence of :