

18/12/15

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Agreement for House Rent



This Agreement for House Rent is made on this day of 18th December, 2015 at Bhubaneswar

BETWEEN

Mr Ramakrushna Gouda aged about 24 yrs. S/o- Rabindra Gouda , resident of E.B-30, Stage -5, Laxmisagar, P.O/ P.S.-Laxmisagar, Bhubaneswar, Dist-Khordha (hereinafter called as 1st Party, Land Owner) which expression shall mean and includes his legal heirs, executors, representatives and assignees) of the ONE PART.

18/12/15
GOVINDA CH. SAMANTARY
NOTARY
 BHUBANESWAR
 REGD NO -ON-15/2008

IDENTIFIED BY
 ADVOCATE
 AND

Swite Snehante Nayak
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Gobinda chandra fousty
18/12/15
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Mrs Smita Sucharita Nayak, aged about 39 yrs. w/o-Saroj Kumar Samal of Plot No-54, Mahanadivihar ,P.O.-Nayabazar, P.S.-Chauliaganja, Dist-Cuttack, at present residing at Flat No – 310, Block- A, LTB Ashish Apartment,Jharapada, PS- Laxmisagar , Bhubaneswar, Dist- Khurda (hereinafter called as **2nd Party**, Tenant), which expression shall mean and includes her legal heirs, executors, representatives and assignees) of the **SECOND PART**.

WHEREAS, the 1st party is the absolute owner in possession of below mentioned schedule property having all sorts of right, title and interest thereon and the 1st party has constructed the residential building on the said schedule property and desirous to let out the same to the intending tenants on rent basis for residence purpose.

AND WHEREAS, the 2nd party has formed a NGO namely Orissa Rural Reconstruction Association and making the different hand crafts items in “jhott” interested to take the house/ building in the said vicinity and contacted to the 1st party, land owner and decided to take the same on rent basis and approach the land owner being agreed with the proposed monthly rent and in order to avoid the future dispute and legal complicity, the following terms and conditions has been reduced into writing hereunder:-

Now, the terms and conditions of this agreement is witnessh as follows:-

1. That, the 1st party landowner is agreed to let out party the Ground Floor, 1st Floor & 2nd Floor having Total area =3950 sq.ft to the 2nd, tenant on monthly rent basis.
2. That, the parties to this agreement have decided the rent of the schedule property is fixed to a sum of **Rs. 25,000/- (Twenty Five thousand)** per



Smita Sucharita Nayak

Ramakrushna Gouda

a sum of **Rs. 50,000/- (Fifty thousand)** which is a refundable one without interest and the 2nd party is agreed to pay the said Rs. 50,000/- (Fifty thousand) on this the day of 18th Dec 2015 to the 1st party.

4. That, the 2nd part, tenant is to pay a sum of Rs.25,000/-(Twenty five thousand) as monthly rent to the 1st party by 20th day of every calendar month.
5. That the 1st party has installed one AC, lights, balls, tubes, fans in the schedule property as per the list and the 2nd party is required to pay the user fees of Rs 1000/- per month to the 1st party along with the monthly rent. The 2nd party will pay Rs 25000/- (rent) + Rs1000/-(User fees)=Total Rs 26000/- to the 1st party by 20th day of every calendar month for a period of 3 years .
6. That the 2nd party has to bear the maintenance /repairing of AC, fans and pump motor at her own cost and install the new lights ,tubes, fans after fuse at her own cost.



That, the tenancy period is 3years and this agreement is valid for 3years(Three) years commencing from **dtd. 20.12.2015 to 20.12.2018** and the further period may extended by the 1st party subject to 15% of enhancement on monthly rent, if the 1st party satisfied with the positive attitude 2nd party, tenant.

8. That, the 2nd party, tenant shall use the said house/ building for specific making of the different hand crafts items in "Jhott" and her office of NGO purposes except that she shall not use the same for any other purposes.
9. That the 2nd party shall not be permitted to vacate the rent premises before agreed period in ordinary course.
10. That, the 2nd party, tenant shall not change the nature and character of the said construction house/ building.
11. That, the 2nd party shall bear the consumption of electricity and water supply charges as per her consumption and 1st party shall not be liable for the said fees.

GOPINANDA CH. SIMANTARAM
NOTARY PUBLIC
BHUBANESWAR
REGD NO -ON-15/2008

IDENTIFIED BY
[Signature]
ADVOCATE

Smita Sushanta Nayak

*W/o Gopinada Chandra Nayak Ramakrushna Goudo,
W/o Sachin Kumar Bera*

12. That, the 2nd party, tenant shall not use the said house/ building rooms for any illegal purposes and kept any contravene and explosive articles which leads to count as an unlawful object and for which the 1st party, land owner shall not be liable for the same.

13. That, in case, the 2nd parties fail to pay the monthly house rent consecutively for two months in that situation the first party has to terminate the said tenancy before expiry of the said contractual period with 15 days prior written notice to the 2nd party.

14. That, the 2nd party, tenant shall not sub-let the said house / building rooms to any other 3rd party or any other purposes.

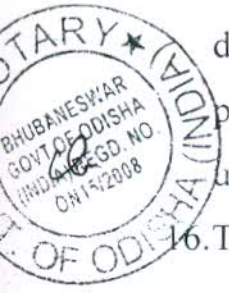
15. That, if the 2nd parties violate any terms and conditions of this agreement the 1st party has every right to cancel the rent agreement forthwith by giving 2 month prior written postal registered notice of cancellation and from the date of such cancellation, the 2nd parties shall have to hand over the vacant possession to the 1st party failing which the 2nd party will be treated as an unauthorized occupants and liable to be prosecuted as per law.

16. That, the 2nd party, tenant has to hand over the vacate position of rented premises after expiry of the tenancy period to the 1st party, land owner. The 2nd party shall not have right to approach the civil court or any other courts after expiry of tenancy period against the 1st party.

17. That, the major maintenance of the said construction shall be borne by the 1st party, land owner and the minor maintenance of said house /building rooms shall be borne by the 2nd party, tenant.

18. That, the 2nd party, tenant shall not be able to get the bank loan or any private loan on the said building.

19. That, the 2nd party has to clear his electric consumption dues in each month without any default and the 1st party shall not be liable for the same.



GOVIND CHANDRA SAMANTARY
NOTARY
BHUBANESWAR
REGD NO -ON-15/2008

IDENTIFIED BY Mr
[Signature]
ADVOCATE

Smita Suchanta Nayak

Ranakrushna Gaudle

Govinda Chandra Parthy
Ajay Kumar Jena

Ajay Kumar Jena

20. That, the 1st party shall not be able to evict the 2nd party prior to expiry of tenancy period except in extra-ordinary circumstances.

21. That, either party have give two months prior notice before vacating the said shop room in case of any violation of terms and conditions of this agreement.

22. That, any dispute arises out of this agreement same shall be settled amicably between the parties subject to the jurisdiction of Bhubaneswar Court only.

In witness whereof, the parties to this agreement thoroughly gone through the term and conditions of this agreement and after knowing fully true signed on this agreement in presence of the following witnesses on this the day of 18 th Dec, 2015 at Bhubaneswar.



Schedule of Property

Kamala Bhaban, Ground Floor, 1st Floor & 2nd Floor having Total area = 3950 sq.ft situated on plot No. 2357/4157, under Mouza Jharapada, P.S. Laxmisagar of Dist. Khurda, Bhubaneswar.

IDENTIFIED BY
ADV. A. C. JENA
18/12/15

Signature of witnesses:-

1. Gobinda chandra Prusty.
S/O - MR Prabhakal Prusty.
AT - PO - Bachhol. PS - Binjhaopur.
Dist - Jajpur.
2. Jaehin Kumar Jena
C/O - Pratul Jena
AT - Rudhupur
PS - Kamaga
Dist - Purbi
P/O - 752017

Ramkrushna Auda
Signature of the 1st party, Land Owner

Smita Suehanta Nayau
Signature of the 2nd party, Tenant

GOVINDA CHANDRA PRUSTY
NOTARY PUBLIC
Bhubaneswar
REGD NO - ON-15/2008

The deponent above named being identified by Sri. A. C. Jena Advocate appears before me on 18/12/15 at about A.M./P.M and states on oath that the contents of this affidavit are true to the best of his knowledge

Smita Suehanta Nayau