

Before the Notary Public, Govt. of India Barasat, Dist.- North 24 Parganas (W.B.)

TENANCY AGREEMENT

AN AGREEMENT is made on this the standard of April 2022 (Two thousand twenty two)

BETWEEN

Srf Samir Mukherjee son of Late Bidhu Bhusan Mukherjee

(Aadhaar No 3170 4307 4445) by faith Hindu by Nationality Indian, residing at 52 Sarat Bose Road, Sarat Colony, P.O. Rajbari Colony, P.S Airport, District North 24 Parganas, Kolkata

700 081, P.S. Airport, hereinafter called the **Landlord** (which terms unless excluded by or repugnant to

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Pradip Kumar Datta Corola alemoliment No.: WB/455/92 नाकिन-ह्यान्य मृत्यं -তেতার ত্রী -বারাসাত কোর্ট **টि. खि. न१** -17 JAN 2022 ট্যাম্প ক্রয়ের ভারিখ -

মেটি ট্রান্সের ফুন্য -গ্রজারী অফিন - বারাসাত

ইচ**ভার শ্রী ভাপ**স কুমার সাহা

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the context shall mean and include his legal heirs and legal representatives) of the ONE PART

<u>AND</u>

KOLKATA PROPERTY MANAGEMENT, Proprietor Surajit Dey (Aadhaar No 5984 3955 8227) son of Sahadeb Dey residing at Near Chandipur Bazar, Chandipur, North 24 Parganas, Pin 743 247 by faith Hindu by occupation Business, by Nationality Indian hereinafter called the **Tenant** of the SECOND PART.

WHEREAS the Landlord is the absolute owner of a Shop Room measuring 320 sq ft super built up area being no. 7 on the Ground floor of the building located and situated at Mouza Gouripur, Ward No 17 at 147 (137) Sarat Bose Road, Sarat Colony, P O Rajbari Colony, P S Airport, Kolkata 700 081 in the schedule given below.

AND WHEREAS the Tenant has approached the Landlord to allow him to use and occupy the aforesaid ground floor as Tenancy for a period of **24 months** on a monthly **rent of Rs 7000/-** (Rupees Seven thousand) only per month in mode of cash which is to be paid to the owner only by the Tenant. The rental amount will be paid in favour of Owner within 5th day of each succeeding English

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calendar month and the tenant shall also deposit one month's advance of Rs 7,000/- to the owner as security which will be refundable or adjustable at the time of vacating or terminating the said tenanted portion. The said Shop Room on the ground floor situated at Mouza Gouripur, Wad No 17, 147 (137) Sarat Bose Road, Sarat Colony, P.O. Rajbari Colony, P S Airport, District North 24 Parganas.

AND WHEREAS the parties of the both the party to avoid future disputes and differences and misunderstanding between themselves and with such intention and purpose have agreed to an agreement in writing on that from the date of signing this present.

Pursuant to the said agreement parties of both the part embodied the following terms and conditions:-

 That the Landlord doth hereby grants and handover the possession of the ground floor of the building, Shop Room being no. 7 described in the schedule hereinafter referred to n good condition to the Tenant.

2. That the Tenant will keep that premises with him for a period of 24 (twenty four months) with effect from 15th

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April 2022 ending on **14/4/24** and he will pay Rent @ **Rs 7000/-** (Rupees seven thousand) only per month **excluding electric charges** within 5th of every month by cash.

- 3. That if the Tenant failed to pay for two consecutive months then this agreement will stand automatically cancelled and Landlord will take possession of the said Shop Room No. 7 on the ground floor peaceably.
- 4. That the Tenant shall repair the said Office Room (if it is minor work) at his own cost.
- 5. That the Tenant shall not assign, sub-let or include any partner to the aforesaid Shop Room excluding the existing partners (if any).
- 6. That the Tenant shall permit Landlord or his authorized agent from time to time with prior notice for inspection.
- 7. That if the Shop Room is rendered subject to major damage at the time of delivery after expiry of this present then in that case Landlord may ask for compensation damage and/or to reimburse the expenses of repairing from Tenant.
- 8. That this agreement for **Tenancy may be extended after 24 (twenty four) months** then in that case **fresh agreement** should be drawn by the Landlord and Tenant.

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- That the Tenant shall keep and maintain the Shop Room of the building with all fittings and fixtures clean and tidy free from dust, moth, rust etc.
- 10. That the tenant shall not make any material alteration to the property unless approved and sanctioned by the Landlord and in any event such alteration, if permitted, shall be made by the tenant at his own costs, expense and on such terms and conditions as may be imposed by the landlord. Such alterations and additions shall in all cases become the property of the landlord and the tenant shall not be entitled to any contribution by the landlord or to any compensation on that account.
- 11. That all taxes (both owner's and occupier's share) at present existing shall be paid by the landlord, but all increased or additional taxes, if and when imposed and other charges, if any levied by the municipality, shall be borne and paid by the tenant without any right of reimbursement against the landlord.
- 12. If the Tenant has intention to vacate the shop room before the expiry of time mentioned herein above, the tenant or owner shall have to give the tenant 3 (three) months of his such intention.

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- 13. That the tenant will use the electric meter in the said shop and that all electricity consumed by the tenant is recorded in the said meter which shall be fully paid by the Tenant.
- 14. That I have signed this agreement without any coercion, not at the intervention of any person and after going though the details of his agreement.
- 15. That the liberty will be given to parties to continue this agreement before termination, in the even of clear three month's notice to be given by the either side.
- 16. That the tenant shall use and occupy the Shop Room exclusively as Commercial purpose nor store any combustible or inflammable goods nor carry any illegal or prohibited trade.
- 17. The advance deposit must be refunded before leaving of the above mentioned Shop Room of the building without interest.
- 18. That the Tenant shall pay the maintenance charges of Rs 300/- per month to the Owner and at the time of executing a new agreement (if any) the Rental fees will be enhanced at the rate of 15 per cent

THE SCHEDULE ABOVE REFERRED TO

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District North 24 Parganas, P. S. Airport, Additional Sub Registry Office Bidhannagar,, situated at 147 (137) Sarat Bose Road, Sarat Colony, Kolkata 700 081, Mouza Gouripur within the local jurisdiction of North Dum Dum Municipality, Ward No 17. One Shop Room measuring 320 sq ft super built up area on the ground floor being no. 7.

On the North

Anil Ch Biswas

On the South

Shop of Uday Ranjan Mukherjee

On the East

Shibalaya Apartment

On the West

Stair case then Play ground

In witnesses whereof the parties hereof have set their respective hands and seals on the day, month and year first above written.

Suragiit Dey

SIGNED AND DELIVERED

In presence of:

Witnesses:

Desptaresti Mukherjee

Samir Mucheryee

Signature of Landlord

Signature of

Prepared by:

Pradip Kumar Dalla Pradip Kumar Datta Advocate Judges' Court, Barasat North 24 Parganas Enrolment No. WB/455/92



and N. 24 Parganes Reg. No.- 1965972020