

পশ্চিমবংগ पश्चिम बंगाल WEST BENGAL

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TENANCY AGREEMENT
DATED 29-04-2023

ROOM NO.610

BETWEEN

RANJEET KUMAR SHAW & PRAVIN K. POPAT & ORS.

28, CHITTARANJAN AVENUE

KOLKATA - 700012

AND

BIPIN KUMAR VERMA
son of Late Deo Narayan Lal
of 249A, Motilal Gupta Road,
Flat No.9B, 9th floor,
Haridevpur, W.B.-700082
P.O. Haridevpur, P.S.Haridevpur,
Mobile No : 9831956799

RANJEET KUMAR SHAW & PRAVIN K. POPAT & OTHERS

Co-owner

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PARTHA SARATHI CHOWDHURY
Asystar Bhawar
P-7, Chowdyshae Salare
Koligia - 69
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AN AGREEMENT made this the 29th day of April Two Thousand Twenty Three BETWEEN

SRI DIPAK J. POPAT & HEMANT J. POPAT both sons of Late Sri Jamnadas K. Popat residing
at 28, Chittaranjan Avenue, Kol-12 SRI PRAVIN K. POPAT, AND SRI VIPIN K. POPAT, both
sons of Late Karsandas Khimji, all residing at Premises No.28, Chittaranjan Avenue,
Kolkata-12 AND SRI NARENDRA A. POPAT AND SRI CHANDRAKANT C. POPAT son of Sri
Chimanlal Khimji AND SRI CHIMANLAL KHIMJI TRUSTEE for the NIRANJANA MAINTENANCE
TRUST all residing at 28, Chittaranjan Avenue, Kolkata-12 AND SRI PRADEEP KUMAR SHAW
son of Satyanarayan Shaw AND RANJEET KUMAR SHAW son of Satyanarayan Shaw AND SRI
RACHIT SHAW son of Sri Ranjit Shaw & SRI SHIVANSHU SHAW son of Pradip Shaw both
residing at 37, Acharya Jagdish Bose Road, Kolkata-16 having its Principal place of
business at 28, Chittaranjan Avenue, Kolkata-12 (hereinafter called the Landlords) of
the ONE PART

A N D BIPIN KUMAR VERMA son of Late Deo Narayan Lal by faith Hindu, by occupation business of 249A, Motilal Gupta Road, Flat No.9B, 9th floor, Haridevpur, W.B.-700082 P.S. Haridevpur, P.O. Haridevpur, Mobile No: 9831956799, is hereinafter called THE TENANT of the OTHER PART.

WHEREAS the Landlords are the owners of Premises No.P-41, C.I.T. Scheme VIIE, Calcutta (also known as P-41, Princep Street) AND WHEREAS the Tenant has approached the Landlords and proposed for letting out to the Tenant One room on the Sixth floor being room no.610 measuring approximately 121 sq.ft. in the Building lying and situate at the Premises No.P-41, C.I.T. Scheme VIIE, Kolkata-700072 to be held by the Tenant as a monthly tenant and WHEREAS the Landlords have agreed to let and the Tenant has agreed to take such space measuring 121 sq.ft. more or less in the Sixth floor of the building at the said premises No.P-41, C.I.T. Scheme VIIE, Kolkata-72 (also known as Princep Street) being room no.610 to be held by the Tenant as a monthly tenant and hereinafter for the sake of brevity referred to as "The Tenanted Premises" on the Terms, and conditions and covenants hereinafter mentioned. The tenancy shall commence from the 1st day of May 2023.

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AND WHEREBY IT IS EXPRESSLY AGREED DECLARED AND RECORDED AS FOLLOWS :-

- 1. The Landlords shall let and the Tenant shall take ALL THAT the Sixth floor space measuring 121 sq.ft. more or less comprised in One room being room no.610 on the Sixth floor of the Building of the Premises No.P-41, C.I.T. Scheme VIIE, Calcutta-700072, TO HOLD unto the Tenant on monthly Tenancy paying therefore Rs.681/- per month (Rupees Six hundred eighty one only). The said sum of Rs.681/- monthly rent shall be exclusive of Property Tax, surcharge, maintenance charges and Goods & Service Tax. Alongwith the rent a sum of Rs.135/- being the Municipal Property Tax, Surcharge thereupon being Rs.135/-, Maintenance Charges Rs.68/- and Goods & Service tax @ Rs.135/- together amounting to a sum of Rs.1154/- per month shall be payable by the tenant to the Landlord for each and every month according to English Calender month inspite of whether the landlord has paid the Municipal tax or not and subject to the terms, conditions and covenants hereinafter appearing.
- (a) The said sum of Rs.1154/-(Rupees One thousand one hundred fifty four only) shall be payable in advance by the Tenant at the Landlord's Office at No.28, Chittaranjan Avenue, Calcutta-700012 in advance within the 10th day of each and every current month by 'A/C. PAYEE CHEQUE' drawn in favour of Landlords "RANJEET KUMAR SHAW & PRAVIN K. POPAT" till otherwise instructed in writing any two of the landlords jointly and at least one being from the Shaw family.
- (b) The said sum of Rs.1154/- payable shall be inclusive of existing Property tax, S.Charge and Goods and Service taxes. In the event of any enhancement in such Taxes, Surcharge and Goods and Service tax at any time by the Corporation Authorities or any Govt. Bodies or in case of introduction of any New Taxes by any statutory Authority, the Tenant shall be bound to pay such increased taxes in addition to the said sum of Rs.1154/- payable by the Tenant every month.
- (c) That the rent hereby reserved shall be increased in future mutually or in accordance with law. The tenant shall pay to the Landlords a security deposit equivalent to one months' rent and maintenance charges totaling Rs.749/- which shall be refunded at the time of the surrender or the termination of the tenancy. This security deposit shall bear no interest.

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- (d) The Tenant will use the tenanted premises as its office, shop or godown purpose only in respect of the business of the tenant intended to be carried on and not for residential or other purpose whatsoever without the previous consent in writing of the Landlords and not to carry on or permit to be carried on in the tenanted premises of or in any portion thereof or in any vocation which may be calculated to attract to the premises persons of an undesirable character.
- (e) The tenant shall not carry on or permit to be carried on the tenanted premises on in any part thereof any trade or business not mentioned by law or use the same or allow the same to be used for any illegal or immoral purposes and shall obtain all licenses and permits as required by law.
- (f) The Tenant not shall store in the tenanted premises or in any portion thereon any goods or merchandise of dangerous, explosive of Combustable nature, nor any heavy or other articles which may cause any damage to the Tenanted premises or to any portion thereof or do or suffer to be done thereon any act thing whatsoever which may be a nuisance or annoyance or disturbance to or in anyway therefore with the quiet or comfort of the Landlord or other occupants of the building or the people of the neighbourhood or which may contravence any Municipal or other rules and regulations, in particular the tenant agree not to keep or store any goods or articles on the Corridor of passage attached to the Tenanted Premises nor shall cause any obstruction thereto in anyway.
- (g) The tenant shall not do or commit or cause to be done or committed any act matter or thing which may in injuriously effect the tenanted premises or any portion thereof and shall keep the tenanted premises and every part thereof in good condition and state of repair during the subsistence of the tenancy (Normal wear and tear) damages or injury caused by any of Act God being excepted).
- (h) In the event of default of the tenant in payment of the monthly rent and other charges for 2(two) consecutive months, the tenant will vacate and make over quiet and vacant possession of the demised space to the Landlord forthwith on demand and in default the Landlord will be entitled to terminate the tenancy and take the appropriate legal steps for recovery of possession of the tenanted premises after the 1st default

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itself and to their right to recover all losses and damages sustained by the Landlord by reason of the default and/or breach of covenant on the part of the tenant.

- (i) On the expiration or determination of the Tenancy, the Tenant shall yield up peaceful and vacant possession of the tenanted premises and every part thereof unto the Landlord in the same condition in which it is now let out only normal reasonable wear and tear excepted.
- (j) The tenant shall not assign or sub-let, underlet or part with the possession in any shape or form of the Tenanted premises or any portion thereof without the previous consent in writing of the Landlords and breach of the term shall entail for feature.
- (k) The tenant shall at its own cost keep the tenanted premises and every part thereof and all fixture fittings constituted thereon in good state of repairs and condition during the tenancy and the Landlord shall not be required in any event to make any repairs thereto but the landlord shall be liable during the subsistence of the tenancy at its own costs to keep the tenanted premises wind and water tight and to effect all major repairs and replacements. The Tenants shall allow the agent and representatives of the Landlord to enter and view the state and condition of repairs at all times during business hours.
- The Tenant shall not make or permit to be made any alteration in or additions to the tenanted premises or any portion thereof without the previous consent in writing of the Landlord or maim or injure or suffer to be cut, maimed and injured any walls or Timbers or electric installations or electric wiring and machinery fittings and fixtures. However such consent shall not be unreasonably withheld in cases of fittings or furnitures.
- m) The tenant undetakes to keep the space in front of the tenanted premises including the passage admitting thereto neat and clean and not to keep or any goods or articles in the said space or passage.
- n) In case the tenant fails to observe the covenants mentioned in the proceeding clause(m) the Landlord will be at liberty to remove the above obstacle and/or encumbrance without any notice to the tenant.
- o) The tenant shall apply to the Calcutta Electric Supply Corporation Ltd. for installation of one or more Meters for their own purpose.

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- The Landlord shall accord such consent to the application the Tenant for Meters if and when required by the Tenants to do so and/or cause to be done such acts and things as may be required under the law for the purpose.
- q) The Landlord shall be at perfect liberty to make additions, alterations, repairs and new construction and on the building or any part of the premises at any time without any let or hindrance of any kind from the tenant who shall give all such facilities for the purpose as may be reasonable required to them.
- r) Any indulgence shown by the Landlord in enforcing any of the terms and conditions of this agreement shall not amount to waiver of any of the rights of the Landlord or the obligations of the tenant under this agreement.
- s) All letters and communications between the parties shall be denied to have been made properly if addressed to the addresses hereinbefore mentioned till any party informs the other party if any change in address in writing.

IN WITNESS the Parties hereto have hereunto set and subscribed their respective hands and Seals the day month and year first above written.

SIGNED SEALED AND DELIVERED AT

Calcutta by the Tenant in the Presence

of :-

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SIGNED SEALED AND DELIVERED AT

Calcutta by the Landlord's

representative in the Presence of :

RANJEET KUMAR SHAW & PRAVINER POPAT & OTHERS

Co-owner