



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

24AA 855081

স্বাক্ষরিত
Amojit Prasad

TENANCY AGREEMENT

THIS TENANCY AGREEMENT IS EXECUTED ON THIS
THE 10th DAY OF DECEMBER, 2020.

Siliguri & Darjeeling
Amarjeet Prasad

PRAMILA DEVI, Wife of Sri Shyam Babu Prasad, Hindu by faith, resident of Sister Nivedita Road, Ward No. 3 of SMC, P.O. & P.S. Pradhan Nagar, District Darjeeling, PIN-734003 in the state of West Bengal hereinafter called the **LANDLORD** (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors administrators, representatives and assigns) of the **ONE PART**.

AND

SRI AMARJEET PRASAD, Son of Motilal Prasad, Hindu by faith, Business by occupation, permanent resident of Regulated Market, Ggate No. 1, Mallaguri, P.O. & P.S. Pradhan Nagar, District Darjeeling, PIN-734003, hereinafter called the **TENANT** (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors administrators, representatives and assigns) of the **OTHER PART**.

WHEREAS the First Party / Landlady is the owner of G+ 3 storied building. The Premises in details described in the schedule below is the part and parcel of said G+3 storied building as standing in Plot no. 301 in Khatian no. 429/1 & 429/2 of Mouza Siliguri in Ward No. II of SMC, being Holding No. 119/135/1/N. Main Sony Plaza, Meghnad Saha Sarani, Ward 2 Near, Siliguri, West Bengal, 734003 The First Party/Lessor have decided to lease out the said premises in details described in the schedule below on monthly rental basis for a further period of 11 (eleven) months to the Second Party / Tenant, after expiry the period, the said lease be renewed.

AND

WHEREAS the Second Party / Tenant being need of shop / room premises, for accommodation to open and carry on proprietorship business of "**CALL CENTER**" and approached and request to the First Party / Landlady for letting the said room premises on monthly rental basis and offered the rent of **Rs. 17,500/- (Rupees Seventeen Thousand Five Hundred) only** per month.

AND

WHEREAS the Landlady considering the rate of rent so offered by the tenant as reasonable as per prevailing market rate, accepted and offered to let out the said below scheduled premises to the Second Party / Tenant on rent at the rate of **Rs. 17,500/- (Rupees Seventeen Thousand Five Hundred) only** per month.

AND

Subir K. Singh

Amanjeet Ghosla

WHEREAS in order to avoid any misunderstanding bitterness and legal complicate in future both the parties hereunto have entered into this tenancy agreement under certain terms and conditions as enumerated below.

:-: TERMS AND CONDITIONS :-:

1. That the First Party / Landlady shall let out the below scheduled premises to the Second Party / Tenant on monthly rent at the rate of **Rs. 17,500/- (Rupees Seventeen Thousand Five Hundred) only** per month which shall be paid by the Second Party / Tenant to the First Party / Landlady.
2. That the Second Party / Tenant has paid a sum of **Rs. 1,00,000/- (Rupees One Lakhs Thousand) only** as an advance money/ security, which shall be returned by the First Party / Landlady to the Second Party / Tenant at the time of vacant of the said premises without any interest.
3. That if the Second Party / Tenant vacant the said shop / premises before 11(eleven) months from the execution of this agreement, in that case Second Party shall get the 50% of the security money by the First Party / Landlady.
4. That the Second Party / Tenant shall pay the monthly room rent of the First Party / Landlady by 7th each succeeding month by the English Calendar.
5. That the Second Party / Tenant shall use the said premises will be effective from **10th day of Nov , 2020 for 11 (Eleven) months.**
6. That the Second Party/Lessee shall use the below scheduled premise only for the purpose of **"CALL CENTER"**.
7. That the Second Party / Tenant shall not create any nuisance in the tenanted premises and shall not sub-let or transfer possession of the tenanted premises or any other any persons or party.

8. That the First Party / Landlady shall have access into the tenanted premises at all reasonable time for the inspection of the premises in presence of the authorized person of the Second Party / Tenant.
9. That immediate after expiry of the present terms of tenancy, the Second Party / Tenant shall give vacant and peaceful possession of the tenanted premises to and in favour of the First Party / Landlady and shall obtain a receipt to that effect from the First Party / Landlady.
10. That the either party, if necessary, may terminated the tenancy before **11 (Eleven) months** by serving one month prior notice in written and in such case the Second Party / Tenant must hand over the physical possession, if the tenanted premises to the First Party / Landlady.
11. That, for any other matter or matters which are not specially mentioned in this agreement, the provision of the West Bengal Premises Tenancy Act. 1956 shall be applicable.

**IN WITNESS WHEREOF THE PARTIES ABOVENAMED DO
HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE
HANDS ON THE DAY, MONTH AND YEAR FIRST ABOVE
WRITTEN.**

WITNESSES:

1.

प्रमिता देवि प्रसाद

LANDLADY

Amojit Prasad.

TENANT

2.

Drafted by me, as per instructed
by both the parties

Advocate, Siliguri