



पश्चिम बंगाल WEST BENGAL

33AB 839346

PERMANENT TENANCY AGREEMENT

THIS PERMANENT TENANCY AGREEMENT is made on this the 1st day
of October 2019 (Two Thousand Nineteen).

18 JUN 2018

SL. NO. 8181 DATE.....
NAME.....
ADD.....
AMT. 10/-

Arun Chowdhury
Advocate
High Court Calcutta



MOUSUMI GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE

STAMP AND SEAL AGREEMENT

BETWEEN

M/S, KUNDU ASSOCIATES (PAN : AAHFK3781B) a Partnership Firm having its office at 157/2A, Acharya Prafulla Chandra Road, P.O. – Shyambazar, P.S.- Shyampukur, Kolkata – 700004, represented by two of its partners namely **SHRI UTTAM KUMAR KUNDU** (PAN : AFYPK1781M) son of Late Jadab Chandra Kundu, by faith - Hindu, by Nationality – Indian, by Occupation - Business, residing at 13/8D, Ariff Road, P.O. & P.S.- - Ultadanga, Kolkata – 700067 and **SHRI SAMIRAN KUNDU** (PAN : BEWPK1160G) son of Shri Uttam Kumar Kundu, by faith - Hindu, by Nationality – Indian, by Occupation - Business, residing at AE-124, Sector – I, Salt Lake City, P.S.- Bidhannagar North, Kolkata – 700064, hereinafter referred to as the **LANDLORD** (which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in – office and assigns) of the **ONE PART.**

AND

SHRI AYAN DAS (PAN : CAYPD4269E) son of Shri Satya Das, by faith - Hindu, by Occupation - Business, by Nationality – Indian, residing at Premises No. – 107/B, Shri Arabinda Sarani, Kolkata – 700005, hereinafter referred to and called as the **TENANT** (which term or expression shall unless excluded by or repugnant to the context mean and include his heirs, executors, administration and assigns) of the **OTHER PART.**

WHEREAS the land lord is the owner of 1st floor of the building being premises No. 8, Cannel East Road, Kolkata-700 067 Post Office Ultadanga and Police Station Manicktala within the local limits of Kolkata Municipal Corporation having Municipal Ward No. 13 herein after called the said premises.

AND WHEREAS the said premises is double storied building having plenty of open land and covered godown in the ground floor Where in and Where by the landlord carried on its business but due to some personal difficulties and/or in conveniences and/ or some difficulties to manage the same the land lord do not like to continue the same in the said premises and the landlord intend to let out the said 1st Floor of the two storied building at premises No. 8, Canal East Road on 'contract permanently at monthly rental for said premises described in the schedule written herein under.

AND WHEREAS the tenant approached the land lord to take the above mentioned 1st Floor of the two storied building at premises No. 8, Cannel East Road, Kolkata-700 067 under Post Office Ultadanga and Police Station Manicktala with a View to start an Office Accommodation thereof.

ANDWHEREAS the land lord has agreed to let out the said premises to the tenant for permanently at a monthly rental of Rs. 1,000/- (Rupees One thousand) only per month and also a maintenance charge, excluding electricity charges which will paid by the tenant extra and the tenant agreed to the same subject to the following terms and conditions.

NOW THIS AGREEMENT BY AND BETWEEN THE PARTIES

HEREIN WITNESSETH :-

1. That the land lord shall let out the said premises to the tenant on monthly tenancy basis for permanently at a rental of Rs. 1,000/- (Rupees One thousand) only per month.
2. That the tenant shall pay to the land lord the monthly rent as mentioned herein above reserved according to English calendar month in advance within 10th day of each month for which the rent is due and payable without any delay and default. '

3. That the tenancy shall commence on and from the 1st day of January, 2020 or any other date as may be mutually agreed by the parties herein.
4. That the land lord shall provide all necessary assistance and/or cooperation with the tenant by signing relevant papers and/or documents for the purpose of getting and/or obtaining license or licenses, telephone connection, mobile connection and electricity connection as may be required for smooth running of the business of the tenant.
5. That the tenant shall get uninterrupted water supply from the over head tank for smooth running of the Office of the tenant.
6. That the tenant shall not deposit and/or store hazardous and/or inflammable materials into the floor which may cause the damage of the premises.
7. That the land lord shall keep the tenanted portions in wind and water tight condition.
8. That the tenant shall not make any material alteration of the tenanted portion unless approved by the land lord and in any event of such alteration the necessary cost to be borne by the tenant without claiming any reimbursement from the land lord by the tenant.
9. That the tenant shall not use the tenanted premises for any other purpose other than for the purpose of Office accommodation of the tenant.
10. That the land lord shall not put any objection in case of fixing of any sign board and/or glow sign in the outer wall of the premises.
11. That the land lord shall not put any hindrance from free ingress and egress to the tenanted portion by the tenant and his men, agents and servants.
12. That the land lord is at liberty to take inspection to the tenanted portion during the office hours on any working day upon serving 48 hours notice to the tenant.

13. That if the tenant commits any breach of the covenants, conditions and stipulations imposed herein in that event it shall be law full on the part of the land lord to determine the tenancy here under created and the landlord is at liberty to take possession of the tenanted portion.

14. That the tenant will not be allowed to make any sub-let, sub-lease or any kind of transfer whatever so it may be to any third party by any means.

15. That the tenant had inspected the property and is fully satisfied about its condition and internal arrangement and has there after freely and voluntarily agreed to the terms of tenancy provided herein.

16. Save as aforesaid, the rights and obligations between the parties shall be governed by the law prevailing for the time being in force.

: THE SCHEDULE ABOVE REFERRED TO :-

ALL THAT the piece and parcel of the one fully furnished in the 1st Floor of the two storied building of the said premises No. 8, Cannel East Road, Post Office Ultadanga and Police Station Manicktala, Kolkata-700 067 within the local limits of Kolkata Municipal Corporation having Municipal Ward No. 13 butted and bounded in the manner following:

ON THE NORTH :	By premises No. 7, Canal East Road;
ON THE SOUTH :	By 6 feet Common Passage;
ON THE EAST :	By 9/1/H/17 &18, Cannel East Road;
ON THE WEST :	By wide Cannel East Road; '

IN WITNESSES WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seal on the day, month, and year above written.

SIGNED, SEALED, AND DELIVERED

By the LAND LORD at Kolkata in the

Presence of :-

1.

For KUNDU ASSOCIATES

Uttam Ki Kundu

Partner

.....
(Signature of the LAND LORD)

2.

Ayan Das,

.....
(Signature of the TENANT)

Drafted by me

ADVOCATE