

## **TENANCY AGREEMENT**

**THIS AGREEMENT** made on .... day of November, 2017

### **BETWEEN**

1....., son of ....., residing at  
..... hereinafter referred to as the  
**OWNERS/LANDLORDS** (which expression shall include her  
heirs, legal representatives, assigns, administrators and  
executors) of the **FIRST PART**.

-A N D-

....., a partnership firm represented by one of its partner Naresh Kumar Shaw Son of ....., of ..... hereinafter referred to as the **TENANT** (which expression shall include his heirs, legal representatives, assigns, administrators and executors) of the **OTHER PART**.

**AND WHEREAS** the Owner absolutely owns and possesses a shop room as described in the schedule below.

**AND WHEREAS** the Owner is at present not in need of the said shop room as described in the schedule for his use and occupation.

**AND WHEREAS** the Tenant has approached the Owner to let out to the Tenant one shop room on the ground floor of the said premises along with the fittings and fixtures.

**AND WHEREAS** it is agreed that tenant may terminate this Tenancy Agreement by giving three month notice in writing to the Landlord.

**AND WHEREAS** it has been agreed that the said premises will be used for non residential purpose only by the Tenant and the Tenant will not part with possession or otherwise deal with the said tenanted portion under any circumstances.

**AND WHEREAS** the parties herein have agreed to get the terms and conditions recorded in writing to avoid future complications.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-**

- (1) The tenancy of shop room along with fixtures and fittings will deem to have commenced on and from day of 1<sup>st</sup> November, 2017.
- (2) The rent of the tenanted portion of the premises will be Rs. \_\_\_\_\_/- per month.
- (3) The rent shall be enhanced by 10% over and above the existing rent every five years.
- (4) The Tenant will not be entitled to sublet, part with possession and/or otherwise deal with tenanted premises.
- (5) The Tenant has taken the tenancy only for running the said room as a shop or using the same as a godown for themselves and the partners of the firm only.
- (6) The Tenant shall be responsible for all damages and breakages caused to the said shop room and fitting due to its negligence but shall not be liable to anything occurring due to natural wear and tear. The Tenant shall at his own expenses carry out all repairs to the premises and fixtures and the fittings as may be necessary from time to time and shall keep the premises wind and air tight at all times.
- (7) No structural or architectural changes will be done to the condition of the premises. If any such additions are considered necessary by the Tenant, written permission of the Owner shall be obtained before hand.

- (8) The Tenant will be responsible for payment of bills for power consumption in the demised premises as may be billed periodically.
- (9) The Tenant will make over possession of tenanted premises along with furniture, fixtures and fittings in good condition save the natural wear and tear are exempted.
- (10) The Tenant will pay the monthly rent for the current month by the 7<sup>th</sup> of each month either by account payee cheque or in cash and will also keep in deposit with the Owner a refundable sum of Rs.50,000/- being Security Deposit for the tenanted premises and the same will be refunded to the Tenant simultaneously with the handing over of the vacant possession of the said shop room.
- (11) The said Security Deposit of Rs. 50,000/- will be refunded simultaneously with the handing over of the vacant and peaceful possession of the said room without any damage, normal wear and tear excepted.
- (12) The security money will be refunded to the Tenant on peaceful and complete hand over of the shop room to the Landlord.
- (13) Up-keep of the inside premises of the ground floor with all fittings and fixtures will be the responsibility of the Tenant including painting of the walls and polishing of the doors and floors. All breakages of the fittings, fixtures, locks etc. will be replaced and/or repaired by the Tenant at his own cost.

- (14) THAT the tenant shall as and when required shall be entitled to repair and paint the shop room at his own cost without any objection from the landlord.

**THE SCHEDULE OF THE SHOP ROOM AS MENTIONED ABOVE:**

ALL THAT shop room admeasuring about 200 Sq. ft., more or less, on the Ground Floor having separate entrance in the building being premises No. ....

The parties herein have set and subscribed their respective hand and seal the date, month and year above written.

**SIGNED AND DELIVERED** by  
the withinnamed Landlords/  
Owners in the presence of:

**SIGNED AND DELIVERED** by  
the withinnamed Tenant in the  
presence of: