

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

47AB 196462

Haridas Saha

Tapati Saha

A G R E E M E N T

THIS INDENTURE IS MADE THIS THE _____ DAY OF
JANUARY, TWO THOUSAND AND TWENTY AT SILIGURI.

B E T W E E N

Dr. Das Paramedical Institute
DR. DAS PARAMEDICAL
INSTITUTE

(1) **SRI HARIDAS SAHA**, Son of Late Hiralal Saha and (2) **SMT. TAPATI SAHA**, Wife of Sri Hiralal Saha, both are Indian by Nationality, Hindu by religion, Business and Housewife by occupation respectively, resident of Rabindra Nagar, Rathkhola More, Post Office - Rabindra Sarani, Police Station
- Siliguri, District - Darjeeling, PIN - 734006, in the State of West Bengal - hereinafter called the "**LESSORS / FIRST PARTIES**" (Which expression shall mean and include unless excluded by or repugnant to the context of their heirs, successors, executors, administrators, legal representatives and assigns) of the **ONE PART**.

A N D

"DR. DAS PARAMEDICAL INSTITUTE", having its office at 111, K.C. Das Road, Santipur, Ward No. 11, Nadia, represented by its Director **Sri Bikash Chandra Das**, Son of Badal Chandra Das, Indian by Nationality, Hindu by religion, Business by occupation, resident of Uttar Gangarampur, Daspara, Karmakarpur, 7, Ulbaria, Howrah, PIN - 711316, in the State of West Bengal
- hereinafter called the "**LESSEE / SECOND PARTY**" (Which expression shall mean and include unless excluded by or repugnant to the context of its successors, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS the Lessors are the owners of a four storied commercial building situated within Mouza - Dabgram, J.L. No.2, R.S. Khatian No.654/2, Sheet No.11, R.S. Plot No.264, at Ashighar More, P.O. Ghogomali, P.S. Bhaktinagar, Dist. Jalpaiguri, under Dabgram - II Gram Panchayat Area, West Bengal.

A N D

WHEREAS the above named Lessee was searching for a premises as described. in the scheduled below for its official (Paramedical Institute) purpose, approached the Lessors to let out the said below schedule premises on monthly rental basis under certain terms and conditions to which the Lessors have also agreed, free from all charges whatsoever.

Bikash Ch. Das
Secretary
DR. DAS PARAMEDICAL
INSTITUTE

Hridayan Saha

Tapati Saha

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer and acceptance by and between parties above named entered into this agreement incorporating therein terms and conditions as agreed upon by and between themselves and agreed to abide those terms and conditions as written hereunder.

TERMS AND CONDITIONS

1. That the monthly rent for the said below schedule premises has been fixed at Rs.40,000/- (Rupees Forty Thousand) only per month excluding GST, Service Tax, other taxes and this rate of rent and tenancy shall remain in force for a period of 6 (Six) years on and from the 1st day of March, 2020.
2. That Lessee has paid a sum of Rs. 1,20,000/- (Rupees One Lakh Twenty Thousand) only as an advance to the Lessors for the said below schedule premises at the time of execution of this present. The aforesaid advance amount shall be adjusted with the last three months' rent.
3. That the tenancy shall be regulated according to English Calendar month beginning with the first and expiring with the last day of each month of tenancy.
4. That the rent for each month of tenancy shall be paid within the first seven days of each succeeding month of tenancy to the above named Lessors.
5. That the tenure of tenancy may be extended by mutual consent of both the parties and the rate of rent shall be increased @ 15% over and above the existing monthly rent after the expiry of the first three years period.

Chirakash Ch. San
Secretary
DR. DAS PARAMEDICAL
INSTITUTE

Hridaya Saha

Taputi Saha

6. That the Lessee shall use the lease out premises as described in the schedule below for its official (Paramedical Institute) purpose and not for any illegal acts or deeds.
7. That the Lessee shall not sub-let the lease out premises or any part thereof to any other person or party without the consent of the Lessors.
8. That the water pump installed by the Second Party / Lessee at its own cost and expenses and the First Parties / Lessors are not liable for the same. That if the Second Party installed generator then the Second Party will pay extra monthly charges to the First Parties / Lessors as per mutual discussion of both the parties.
9. That the Second Party / Lessee shall be at liberty to apply for taking direct electric connection from W.B.S.E.D.C.L. in the leasehold premises and the First Parties / Lessors shall issue No Objection Certificate for the same.
10. That the period of lease of 6 (Six) years w.e.f. 1st day of March, 2020. However, the said period can be extended with the mutual consent of both the parties and the rent as well as other conditions mutually agreed between the parties at that time.
11. That the Lessee shall not make any material alteration or addition of the condition of the lease out premises without the consent of the Lessors. The Lessee shall decorate the below scheduled office premises as per its own choice at its own cost with the consent of the Lessors.
12. That the Lessee shall not store or keep any highly inflammable goods or materials in the lease out premises which may cause damage to the building of the Lessors.

Chiranjit Ch. Das
Secretary
DR. DAS PARAMEDICAL
INSTITUTE

Haridas Saha

Tapati Saha

13. That the Lessors or their authorized person shall be entitled to inspect the least out premises at any reasonable time and hour in presence of the Lessee.
14. That the Lessee shall pay compensation to the Lessors if any damage is created by the Lessee between the present lease period of the below schedule premises.

SCHEDULE OF THE LEASE OUT PREMISES

ALL THAT PIECE OR PARCEL of entire 2nd Floor of four storied commercial building **without lift**, situated within Mouza - Dabgram, J.L. No.2, R.S. Khatian No.654/2, Sheet No. 11, R.S. Plot No.264, at Ashighar More, P.O. Ghogomali, P.S. Bhaktinagar, Dist. Jalpaiguri, under Dabgram - II Gram Panchayat Area, West Bengal.

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) *Tapas Roy*

1. *Haridas Saha*
2. *Tapati Saha*

Signature of the
1ST PARTY / LESSORS

2) *Surejit Das*

Binkash Ch. Das

Signature of the **Secretary**
2ND PARTY / LESSEE **DR. DAS PARAMEDICAL INSTITUTE**

Drafted by me &
printed in my office

Advocate, Siliguri