

पश्चिम बंगाल WEST BENGAL

82AB 181141

**TENANCY AGREEMENT**

THIS AGREEMENT signed on 07 day of July, 2023 BETWEEN (1) SRI BINOD KUMAR AGARWAL (PAN - ACGPA2582H & AADHAAR NO. 446077763569), Son of Sri Satya Narayan Agarwal (2) SMT. RENU AGARWAL (PAN - ACCPA1905E & AADHAAR NO. 598038819331), Wife of Sri Binod Kumar Agarwal, both by religion Hindu, by occupation - (1) Business (2) Household, both residing at Bankim Nagar, Ward No.41, Opposite Vishal Cinema Hall, P.O. Sevoke Road, P.S. Bhaktinagar, District - Jalpaiguri Pin - 734001, hereinafter referred to as the "LANDLORDS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

**AND**

M/S. EMAMI FRANK ROSS LIMITED (PAN - AAACF3726D), a Company incorporated under the Companies Act, 1956, having its Registered Office at 7, Jawaharlal Nehru Road, Police Station - New Market, Kolkata - 700 013, hereinafter referred to as the "TENANT" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and assigns) of the **OTHER PART.**

For Emami Frank Ross Limited


*Binod Agarwal*  
Authorised Signatory

*Renu Agarwal*

59883

S.L. No.....Sold To.....**31 MAY 2023**  
Rs.....Addrs.....**EMAMI FRANK ROSS LTD.**  
**7, Jawaharlal Nehru Road,**  
**Kolkata-700 013**

**G.C. SAHA**  
(Govt.) LICENSED STAMP VENDOR  
11A, Mirza Galib Street, Kol-87

Issue Date.....**31 MAY 2023**.....Sign.....

**AND WHEREAS** the Tenant was looking for a shop room/showroom in an around Upper Bhanu Nagar, Near Sai Hospital, Siliguri for opening its medicine shop there at or to use the same for allied purposes.

**NOW THIS AGREEMENT WITNESSETH** as follows :

1. The Landlords have let out to the Tenant the said shop room described in the **SCHEDULE** herein under written at the agreed monthly rent of Rs.25,000/- (Rupees Twenty five thousand only). The rent is payable by the Tenant to the Landlords inclusive of Municipal taxes and outgoings for the shop room located at ALL THAT the Shop total measuring about 400 Sq. ft. approx. area on the Ground Floor, of the building alongwith the right to use the common toilet or bathroom on the said building lying and situated at Mouza - Debgram, Holding No.32/25/5/2/N/A/1/4, Ward No.43, Bhanu Nagar, Near Sai Hospital, P.O.- Ektisal, P.S. - Bhakninagar, Siliguri, Pin - 734001, within the jurisdiction of Siliguri Municipal Corporation, District - Siliguri, Pin Code - 734001 (more particularly mentioned in the schedule below) according to English Calendar for the preceding month within 7<sup>th</sup> of the following month for which the rent is due and payable without any deduction or abatement whatsoever except TDS and other taxes shall be deducted as applicable under the Law.
2. It has been mutually agreed that all arrear taxes shall be paid by the Landlords and any tax imposed on the tenant on current or future date for running the business by any Government body, authority shall be borne by the Tenant excluding Municipal taxes and outgoings for the shop room located at Mouza - Debgram, Holding No.32/25/5/2/N/A/1/4, Ward No.43, Bhanu Nagar, Near Sai Hospital, P.O.- Ektisal, P.S. - Bhakninagar, Siliguri, Pin - 734001, within the jurisdiction of Siliguri Municipal Corporation, District - Siliguri, Pin Code - 734001.
3. The Tenant has paid Rs.1,50,000/- (Rupees One lac fifty thousand only) to the Landlords as Interest Free Refundable Security Deposit only by two equally divided A/c. Payee Cheques in favour of **BINOD KUMAR AGARWAL** and **RENU AGARWAL** vide Cheque No. 940602 and 940603 both dated 07/07/2023 drawn on IndusInd Bank, Upper Wood Street Branch, Kolkata - 700 017 and will be kept in deposit with the Landlords during the period of tenancy and will be refunded by the Landlords at the time of vacating the premises by the Tenant.

For Emami Frank Ross Limited

*Pratibha Agarwal*  
Authorised Signatory

*Binod Agarwal*  
*Renu Agarwal*

4. It has been mutually agreed that the Landlords shall allow 60 (sixty) days rent free fit out period from the date of hand over of the possession alongwith keys to the Tenant herein in respect of the said shop and the rent shall be effective after 60 (sixty) days fit out period.
5. It has been mutually agreed that the tenant will pay the monthly rent by two equally divided A/c. Payee Cheques in favour of **BINOD KUMAR AGARWAL** and **RENU AGARWAL** the landlords herein and accordingly upon payment of monthly rent by the tenant, the landlords shall issue monthly rent receipt duly signed by them to the tenant.
6. The tenant has approached the Landlords to allow and permit to use the said shop room (more particularly mentioned in the schedule below) for a period of 9 (nine) years to run a medicine shop or allied business from the said space with an increase in rent @15% of the then existing rent after every 3 (three) years.
7. The monthly rent is subject to increase @15% on the then existing rent after every 3 (three) years. Rent is always inclusive of Municipal taxes.
8. The repair & maintenance expenses of the shop including fixtures & fittings shall be borne by the Tenant.
9. The Tenant is at liberty to carry out necessary additions and alterations to the said shop room suitable to its business without any objection from the Landlords. The Tenant shall be entitled to install the furniture and fixtures for its business. The Tenant shall not, however, make any major structural change to the said premises nor cause any actionable waste thereto or damage or deteriorate the condition thereof, and the Tenant shall not do any illegal or unauthorized act in any manner whatsoever. The Tenant shall be entitled to change and/or modify the flooring of the said shop room at its own cost.
10. It is mutually agreed that the Landlords shall hand over the vacant and peaceful possession of the said shop room to the Tenant on receipt of the advance payment as mentioned above. The rent for the said shop room shall be effective from 7/7/23.

For Emami Frank Ross Limited

*Renu Agarwal*  
Authorized Signatory

*Renu Agarwal*  
Renu Agarwal

11. The Tenant is permitted to use the existing electric line/meter bearing No. \_\_\_\_\_ from the date of possession of the said shop room and the consumed electricity charges will be borne by the Tenant for the said shop room on actual basis as featured in the **WBSEDCL** Electricity Bill. However, in case the Tenant requires additional power for 6 KVA, the Landlords shall arrange for the additional power for 6 KVA by executing the necessary documents/applications before the **WBSEDCL**. Necessary security deposit for additional power for 6 KVA shall be paid by the Landlords to **WBSEDCL** in the name of Landlords as per requirement of the Tenant.
12. It is mutually agreed that the Landlords shall hand over the vacant and peaceful possession of the said shop room to the Tenant on or before 7/7/23
13. The tenant is at liberty to install Air Conditioners in the said shop room without causing any damage or deterioration to the said shop room and all the repairs made by the Tenant shall be at its own cost.
14. If the said business is found unviable & uneconomical, the tenant is at liberty to vacate the said shop room with three months notice in writing to the Landlords and the Landlords is not going to claim any compensation from the Tenant.
15. If Landlords find that any loss and/or damage have been done to the said shop room due to fault of the Tenant, in that event the Landlords will give the Tenant a notice in writing specifying the same with a request to rectify the same within a period of two months.
16. That the Landlords herein have assured, represented and warranted unto and to the Tenant herein as follows:
  - i. That the Landlords herein is the sole and absolute lawful Landlords and solely and absolutely lawfully seized and possessed of and/or otherwise well and sufficiently entitled to the said shop (more particularly mentioned in the Schedule below) and/or the rights and properties appurtenant thereto as the sole and absolute landlords thereof.

For Emami Frank Ross Limited

*Pradeep Agarwal*  
Authorised Signatory

*Pradeep*  
*Renu Agarwal*

- ii. That the said shop is free from all encumbrances, charges, liens, lispendens, attachments, trusts, claim, demand, mortgage debts, uses executions, liabilities, prohibitions, restrictions, leases, tenancies, licenses, requisitions and acquisitions, etc., whatsoever or howsoever.
- iii. That the Landlords herein have a clear and marketable title in respect of the said shop.
- iv. That the Landlords have not entered into any agreement for sale or signed and/or registered a memorandum of understanding and/or executed and/or registered a document by which any right of any third party is created in respect of the said shop and/or any part or portion thereof, with anybody and that there is no valid or subsisting agreement in respect of the said shop and/or any part or portion thereof.
- v. That the said shop or any part or portion thereof is not subject to any encumbrance, demand, or attachment under the Public Demand Recovery Act, or underline Income Tax Act, 1961, or any other law, for the time being in force.
- vi. That the Landlords have not received nor it has any knowledge of the existence of any notice of any acquisition or requisition of the said shop, from the Govt. of India, or the Government of West Bengal, any other government body, local body, or semi government authority or authorities, or under any statute, for the time being in force, nor is likely expected to receive any such notice.
- vii. That no statutory or legal proceeding or prohibitory orders are pending or subsisting in respect of the said shop or any part or portion thereof and the rights and properties appurtenant thereto.
- viii. That no suit or proceedings and/or any litigation is presently pending and/or instituted by any person and/or persons claiming any right over and in respect of the said shop or any part or portion thereof.

For Emami Frank Ross Limited

*Ram Agarwal*  
Authorised Signatory

*Ram Agarwal*  
Ram Agarwal

- ix. That the said shop and the rights and properties appurtenant thereto has not been mortgaged, encumbered, charged or agreed to be mortgaged or charged by the Landlords herein by way of security or additional security and/or collateral security and/or any person or persons or company or government undertaking or anybody else whatsoever.

And upon relying on the aforesaid representations of the Landlords believing the same to be true and correct and acting on the faith thereof, the Tenant herein has agreed to acquire the said shop on tenancy basis, which is free from all encumbrances, charges, liens, lispendens, attachments, trusts, claim, demand, mortgage, debts, uses executions, liabilities, prohibitions, restrictions, leases, tenancies, licenses, requisitions and acquisitions, etc., whatsoever or howsoever, at and for the consideration and on the terms, conditions, covenants, rights, obligations, stipulations and restrictions of the parties hereto as mentioned herein and in that case of any such above event arises the Landlords shall be solely responsible to repay the same and the tenant have absolute right to claim compensation, damage from the landlords in this event. The Landlords also confirms that any outstanding with any landlords shall be paid by them directly and the Tenant is no way responsible for the same.

17. The Tenant shall be entitled to affix signboard, glow signboards and also fix promotional aids and advertisement articles in the interior and exterior part of the said shop room without causing any damage or interfering with the rights of any other person.
18. GST if any shall be paid by the Tenant as per the Government guidelines whenever it is applicable.
19. The Tenant shall pay the rent regularly on month to month basis and in case it fails to pay the rent for 3 consecutive months for any reason, Landlords shall give notice in writing to the Tenant to pay the arrears of rent, and in spite of such notice if the Tenant fails to clear the arrears of rent the Landlords shall be free to take any legal action for recovery of arrear rent in accordance with law.
20. The Tenant shall be entitled to use the said space as its shop room for carrying out any business permitted under the law of the country including that of pharmacy and allied business and no permission shall be required from the Landlords for the same.

**For Emami Frank Ross Limited**

*Ravi Agarwal*  
**Authorised Signatory**

*Ravi Agarwal*  
**Ravi Agarwal**

21. If for any reason whatsoever or for any dispute arising because of the Landlords or its relatives, associates etc. the functioning of the shop room is stopped or affected then the Tenant shall not be liable to pay the rent for the shop room for the period during which the shop room has to be kept closed. The Landlords and each of them as mentioned above hereby agree and undertake to indemnify and make good the loss and damage sustained and suffered by the Tenant because of such closure.
22. Save oxygen cylinders and permitted quantity of alcohol, the Tenant shall not keep, store or bring or allow be storing and bringing in the shop room any inflammable, combustible, injurious hazardous, dangerous articles, things or goods or of such nature which are likely to injure or damage the said shop room and/or the building.
23. The Tenant shall make its own arrangements for the safe custody of the goods, materials and articles lying or fitted at the rented space and shall employ its own watch and ward staff at its own cost. The Landlords shall not in any manner be responsible or liable for any loss or damage that may be sustained or suffered by the Tenant due to theft, pilferage, and fire or otherwise.
24. It is agreed by and between the landlords and the Tenant that Emami Frank Ross Ltd. will include and mean all the companies of Emami Groups and its sister concerns. All such nature of letting out to Emami Frank Ross Ltd. or all the companies of Emami Group, its associates and its sister concerns shall come to an end the moment tenancy shall be determined or expired, whichever is earlier. In that event neither Emami Group nor its sister concerns shall have any right to claim on the demised premises or any part thereof and such sister concerns shall be binding themselves with the terms and conditions mentioned hereinabove.
25. The Tenant paying the rent and observing and performing the conditions and covenants herein contained, the Landlords shall allow the Tenant the quiet and peaceful possession and enjoyment of the said shop room without any interruption or hindrance or disturbance by the Landlords or any person or persons lawfully claiming either under or in trust for the Landlords.

For Emami Frank Ross Limited

*Pratik Agarwal*  
Authorised Signatory

*Pratik Agarwal*  
Pratik Agarwal

26. In any event sooner determination of the said tenancy on the lawful ground by the Landlords or the Tenant voluntarily surrendering the same to the Landlords, the Landlords shall have a right to re-entry and obtain vacant possession of the said shop room which the Tenant shall be bound to deliver to the Landlords failing which the Landlords shall be entitled to evict the tenant under due process of law and recover possession. Under the circumstances as per clause 3, the respective Landlords shall forthwith refund the said amount of security deposit of Rs.1,50,000/- (Rupees One lac fifty thousand) only. In case the Landlords fails to refund the said amount, i.e. interest free refundable security deposit as mentioned in clause (3) the Tenant shall continue to enjoy the said premises rent free till the security deposit monies are refunded or adjusted.
27. It is hereby agreed that the Landlords shall pay and/or clear all the arrear taxes, levies or any other dues before execution of this agreement and also shall must hand over and/or surrender all existing licences including Trade Licence, Drug Licence (if any) to the appropriate authority before execution of this tenancy agreement and all the original copies of such surrender letters alongwith photocopies of the said licences shall be handed over to the tenant herein.
28. That the Tenant herein shall have the right to use the common bathroom or toilet in the said premises as provided by the Landlords free of cost.
29. That the Tenant shall have the right to install Antena/Dish Antena on the roof of the said building for TV and/or internet connection for the said shop as per requirement and shall also keep proper maintenance of the same and the Landlords shall have no objection in this regard.
30. In case of any change in the constitution of the Tenant due to merger, amalgamation, takeover or change of name of the Company (Tenant), the Landlords shall have no objection to it and the terms and conditions of this Tenancy agreement shall remain the same and shall not affect the tenancy.
31. The working hours of the said shop room shall be defined as per the exigencies of work and demand of the area, patients of hospitals & society. The tenant can keep the said shop room open for 24 hours maintaining the decorum, rules and regulations laid down by the law & society.

For Emami Frank Ross Limited

*Pratik Agarwal*  
 Authorised Signatory

*Pratik Agarwal*  
 Rem Agarwal

32. In case of death or sudden demise of the Landlords, his legal heirs shall be entitled to receive the above specified rent from the tenant and subsequently in case the tenant vacates the said shop room the legal heirs shall return the security deposit amounts to the tenant at the time of vacating the said shop room. However, in case of such eventuality the legal heirs will honour the terms & conditions of the said Tenancy agreement & a fresh tenancy agreement shall be executed with the legal heirs & Emami Frank Ross Limited on the same terms & conditions confined to the period mentioned above.
33. **Force Majeure :** The parties shall not be liable for any breach of the said agreement caused by natural calamities, insurrection or civil disorder, military operations, all emergency acts or omission of the Government or any other competent authority, any political hazards, industrial disputes of any kind, explosion, act or omission of persons or bodies for whom the parties are not responsible or any cause beyond the control of the parties herein.
34. That if there is any reduction in shop area owing to road widening or any other reasons the rent shall be reduced accordingly.
35. In case of any breach in observing and performing the conditions and covenants contained, the Landlords will have remedy only in damages.
36. **Jurisdiction:** The Court at Siliguri shall only have Jurisdiction in all matter arising out of and touching and/or concerning this agreement.
37. The above terms are binding upon the heirs, successor, administrators and/or assigns of the Landlords as well as upon the successors in office, Administrators, legal representatives of the tenant.
38. In case of any dispute or difference arising between the parties touching or relating to the terms and conditions of this agreement, the same shall be referred to Arbitration in accordance with The Arbitration and Reconciliation Act. The decision given by such Arbitrator shall be final and binding upon the parties.

For Emami Frank Ross Limited

*Ram Agarwal*  
Authorised Signatory

*Ram Agarwal*  
Ram Agarwal

**SCHEDULE OF THE SHOP ROOM****THE SCHEDULE ABOVE REFERRED TO**

**ALL THAT** the Shop total measuring about **400 Sq. ft. approx. area** on the Ground Floor, of the building alongwith the right to use the common toilet or bathroom on the said building lying and situated at Mouza – Debgram, Holding No.32/25/5/2/N/A/1/4, Ward No.43, Bhanu Nagar, Near Sai Hospital, P.O.- Ektisal, P.S. – Bhakninagar, Siliguri, Pin – 734001, within the jurisdiction of Siliguri Municipal Corporation, District – Siliguri, Pin Code – 734001, butted and bounded as follows :-

On the South :

On the North :

On the East :

On the West :

**For Emami Frank Ross Limited**

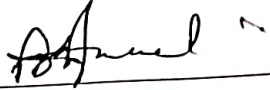
*Renu Agaswal*  
Authorised Signatory

*Renu Agaswal*

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


**SIGNED, SEALED & DELIVERED by**  
the said **Landlords** at Kolkata in  
the presence of :

**Witness**

  
(BINOD KUMAR AGARWAL)

  
(RENU AGARWAL)

**SIGNED, SEALED & DELIVERED by**  
the said **Tenant** at Kolkata in  
the presence of :

For Emami Frank Ross Limited  
  
Authorised Signatory  
(PRATEEK AGARWAL)  
AUTHORISED SIGNATORY

**Witness :**

