



**TENANCY AGREEMENT FOR COMMERCIAL UNIT**

Affix Passport size Photograph

This Agreement is executed on day \_\_\_\_\_ month \_\_\_\_\_ year \_\_\_\_\_  
between the National Housing Development Corp. Ltd, (hereinafter called the “**Lessor**”)  
and Mr./Mrs/Ms. \_\_\_\_\_, CID No. \_\_\_\_\_, Village \_\_\_\_\_  
Gewog \_\_\_\_\_ Dungkhag \_\_\_\_\_ Dzongkhag \_\_\_\_\_.  
License No. \_\_\_\_\_ License Code \_\_\_\_\_ and type of business \_\_\_\_\_,  
(hereinafter called the “**Tenant**”) hereunto **AGREE** as follows:

**DESCRIPTION OF PREMISES:**

The building/shop space No: \_\_\_\_\_ owned by the National Housing Development Corporation Ltd. (NHDCL) (**Lessor**) is situated at Changjiji Housing Complex, Thimphu.

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

1. The tenant shall pay the Lessor by way of rent, a sum of Nu. \_\_\_\_\_/- (Ngultrum \_\_\_\_\_) only for the unit, latest by 5<sup>th</sup> of every succeeding month. Failure to pay on time shall be liable for penalty of @ 24% per annum i.e. 2% per month on the monthly amount.
2. A security deposit of two months’ rent of Nu. \_\_\_\_\_/- (Ngultrum \_\_\_\_\_) only shall be deposited prior to execution of this agreement. Security Deposit # \_\_\_\_\_ date \_\_\_\_\_ (attach copy).
3. The tenancy shall commence from \_\_\_\_\_ and end on **30<sup>th</sup> June 2020**.
4. The commercial flat shall be used only for the particular business purpose as specified in the type of business above.
5. **The commercial flat shall not be sublet in part or in whole to any party/individual including relatives.**
6. **Operation of Bar/Alcohol/Go-down/Store shall not be permitted.**
7. **The commercial unit shall not be closed for more than 2 months.**
8. If the tenant violates any of the above clause i.e. *clause no. 5, clause no. 6 or clause no. 7*, Lessor reserves the right to take over the unit *immediately*. Further, non-vacation or surrender of commercial unit based on written vacation notice/warning letter from Lessor to the tenant shall be dealt as per Tenancy Act/Allotment Rule in force.

9. The tenant shall, with prior approval of the Lessor, construct the shelves and other necessary arrangement etc. for the operation of shop at their own expenses without affecting the safety of the structure and architectural aesthetic view. The modification done inside shall be restored to its original status at the time of handing over.
10. The tenant shall not keep any hazardous materials in the commercial unit.
11. The tenant shall have to operate/run the unit for a minimum of six months. In the event the tenant withdraws his/her business before six months, the security deposit (i.e. two months' rent) shall be forfeited.
12. The tenant shall not use the surrounding vacant land for construction of unauthorized garages, stores and extensions or for any other purpose without prior written approval of the Lessor. Failure to abide by this clause shall result in cancellation of the Allotment Order.
13. The tenant shall permit and extend their full co-operation to the Lessor and its agents/representatives to enter upon the premises/commercial unit for inspection and for carrying out maintenance activities etc. at reasonable times, as and when necessary.
14. The tenant shall be responsible for carrying out at his/her own cost all periodical small repairs and replacement of plumbing, electrical items and sanitary fittings etc.
15. In case of inflicted damages to the rented properties and other public facilities tenant shall be held fully accountable and subject to penalization.
16. If the Tenant wishes to renew the lease of the commercial unit for a further period, he/she shall give the Lessor a two (2) months notice in writing before the expiry of the agreement. Thereupon a new agreement shall be entered into for further agreed period on such rent and on such other terms and conditions as are actually agreed upon for the extended period.
17. If the Tenant wishes to vacate the commercial unit on or before expiry of the agreement, the tenant shall give a two months' notice in advance in writing or in lieu thereof pay two months' rent. *If the Lessor (NHDCL) wishes to have the unit vacated, Lessor shall give two months' notice in writing to the tenant or in lieu thereof pay two month's rent on the condition that the unit is surrendered in good condition and no dues owed to any Agency/Authorities concerned etc.*
18. Where the tenant continues to occupy the rental unit without renewing the agreement or after the eviction notice has been served, a monthly fine equivalent to 2 months rent shall be levied in addition to the usual rent.
19. If the rent is not paid for maximum period of **two months** then Lessor shall have right to terminate the agreement and evict the tenant by providing notice of 1 month in advance. In such circumstance, a penalty fine shall be levied as per existing Rules.
20. The tenant shall hand over vacant possession of the commercial unit to the Lessor with all items listed in the **inventory** in use-worthy condition. In case of inflicted damages, the Tenant shall be responsible for carrying out repairs/replacements or bear the cost of repairs requiring to be done by the Lessor.

21. The tenant shall pay for the service/utility charges to the authorities concerned for the services availed.
22. The cleanliness of the individual building compound must be maintained at all times in co-ordination of tenants of the particular building.
23. In the event of untimely demise of the actual tenant (License holder of the shop), the immediate family members of the tenant shall be given choice to continue or discontinue the Tenancy Agreement period.
24. Unless otherwise intimated to the tenants on the contrary, the rent of the commercial units may be revised as per the provision of the Tenancy Act of Kingdom of Bhutan or any other rules/regulation/order of the government.
25. Following tabulated is the inventory of above described unit.

a) *The above described commercial unit is fitted with the following tabulated fittings & fixtures:-*

Sl. No	Description of fittings & fixtures	Unit	Qty	Remarks
1	Tube light (TMC 55/136)	Set	4	
2	Switch socket combined CPL Freedom	Set	6	
3	TV socket (Anchor Roma)	Set	1	
4	Telephone Socket (CPL Freedom)	Set	1	
5	Ceiling Fitting (Decon)	Set	*3 or 4	
6	Energy Meter	Set	1	
7	Shutter Door with lock set	Set	2	

Note: \*3-Sets of ceiling fitting for the shop Nos. 1 & 4  
4-Sets of ceiling fitting for the shop Nos. 2 & 3

b) *The above described commercial unit will be sharing with the following tabulated fittings & fixtures with Shop No. \_\_\_\_\_ and both units shall be responsible for any damages/misuses:-*

Sl. No	Description of fittings & fixtures	Unit	Qty	Remarks
1	Wall bracket (Decon)	Set	1	
2	Mirror	Set	1	
3	Cistern	Set	1	
4	WC Pan (Indian)	Set	1	
5	Wash Basin	Set	1	
6	Bib cock	Set	1	
7	Towel Rail	Set	1	
8	Toilet Paper holder	Set	1	
9	Water Meter	Set	1	

Note: *Handover all the fittings and fixtures and accessories as mentioned above.*



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 National Housing Development Corporation Limited  
 Thimphu : Bhutan



26. Any notice under this agreement shall be in formal letter. Notices to either party shall be given to the following address, unless subsequently modified by either party in writing.

The Tenancy Agreement for Commercial Unit has been examined by me and I under take to abide by all necessary provisions covered therein.

**Lessor:**

National Housing  
 Development Corporation Ltd.  
 P.O. Box # 1439  
 Thimphu – Bhutan

**Tenant:**

Mr/Mrs/Ms \_\_\_\_\_  
 M/s \_\_\_\_\_  
 Block # \_\_\_\_\_ Shop # \_\_\_\_\_  
 Changjiji Housing Complex, Thimphu  
 Tel # \_\_\_\_\_

**IN WITNESS WHEREOF** the parties have signed this Agreement to be operated in accordance with this agreement and the laws of the Kingdom of Bhutan on the day and year written above.

(Signature on  
 Legal Stamp)

(Signature)  
 General Manager, REMS, NHDCL  
 (For the Lessor)

M/s \_\_\_\_\_  
 (Tenant) / [License Bearer]

**Signed in the presence of:**

(Signature on  
 Legal Stamp)

\_\_\_\_\_  
 (Witness to Lessor)

\_\_\_\_\_  
 (Gurantor to Tenant)

Name: \_\_\_\_\_

Name: \_\_\_\_\_



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 National Housing Development Corporation Limited  
 Thimphu : Bhutan



Address: General Manager, CS, NHDCL

Thimphu – Bhutan

Address: \_\_\_\_\_

CID # \_\_\_\_\_ (attach copy)

Tel #: \_\_\_\_\_