

Sl. No. 66/22



पश्चिम बंगाल WEST BENGAL

71AB 670271

AGREEMENT

This Lease Agreement dated 4th Nov of 2022 is made and executed between represented by Tirtharenu Ghosh, (PAN - AKXPG9259N) son of Chanchal Ghosh, by faith Hindu, by occupation business, Nationality - Indian, presently residing at MM Ghosh Street, Patra Market, Krishnagar - Nadia, Pin - 741101, West Bengal hereinafter referred to as " LESSORS " (which expression unless repugnant to the context or meaning there of shall mean and include its successors, executors, administrators and assigns) of the **First Part**.

AND

Shashi kant Gope, (PAN - AMUPG7110M) son of Ramjee Gope by faith hindu, Occupation business, resident address at - mallick para, narsingh bandh, behind bus stand, burnpur, under - Asansol municipal corporation, P.S - Hirapur, Dist- Paschim Bardhaman, W.B - 713325 hereinafter called **TENANT** (Which expression shall unless included by repugnant to the subject or context, mean and include himself, his heirs, successors and assigns) of the **Second Part**.

WHEREAS :

- A. The Lessors agreed to provide and the Lessee agreed to take an office space at 10th Floor, Unit No.1005, Tower 2, PS Srijan Corporate Park, GP Block, Sector-V, PO :- Sech Bhavan, PS: Salt Lake Electronics Complex, Salt Lake, Kolkata - 700091, Dist - North 24 Parganas (hereinafter referred to as the " Said Premises ") which will be granted on lease to the Lessee for a period of 3 years commencing from 4th Nov 2022 and expiring on 31st Oct 2025.

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- B. **THE LESSOR** has offered to give the Demised Premises on **LEASE** basis to the LESSEE and the LESSEE has Inspected the Demised premises and found the same suitable for their office requirement and therefore held discussions with the **LESSOR** Subsequent to the said discussions, the **LESSOR** had agreed to give and the **LESSEE**, has agreed to take the demised Premises on Lease.
- C. The Parties now wish to enter into a Lease Agreement in respect of the Demised Premises on the terms and Conditions as appearing hereinafter.

NOW THIS DEED WITNESSETH AS UNDER :

The Lessor doth hereby demise unto and the Lessee doth hereby take on Lease the Demised Premises on the terms and conditions appearing hereinafter:

1. It is agreed that by virtue of this Agreement, the Lessee including its all or any Group, Associate, Subsidiary Company/ies shall be entitled for peaceful and uninterrupted possession and use of the Demised Premises.
2. Commencement, Duration, Renewal & Termination
 - a. The Lease shall commence from 04.11.2022.
 - b. The Period of Lease will be for 3 years validity period with an option to the parties to extend the same for another equivalent term on mutual understanding.
 - c. The renewal of said agreement will be after every three year with 15% rent increment.
 - d. The Lessor shall not be entitled to terminate the lease during the tenure of the Agreement including renewals thereof, except in the event of breach in payment by the Lessee of three consecutive months' rentals, Lessor without notice.

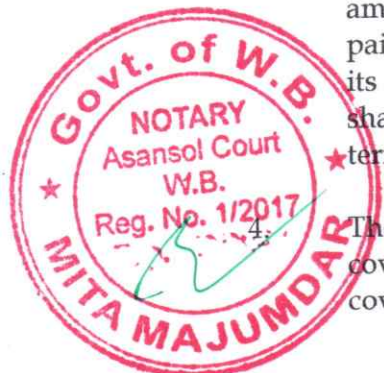
3. Lease Rentals & Others

- a. The Lessee shall pay to the Lessor an amount of Rs. 55,000/- (Rupees Fifty Five Thousand Only) of the said premises towards the monthly lease rentals on or before 07th day of each succeeding English Calendar month commencing from the date hereto after deducting there from the applicable taxes at source.

b. Security Deposit

The Parties have agreed for Refundable Interest Free Security Deposit of an amount of Rs. 1,65,000/- (One Lakh Sixty Five Thousand Only) which is to be paid by Lessee to the Lessor as security for the due performance by the Lessee of its obligations under this Agreement ("Security Deposit"). This Security Deposit shall be refunded to the Lessee immediately on the date of expiry or sooner termination of the Agreement.

The Lessee for itself and its successors and assigns and to the intent that the covenants herein contained shall continue throughout the term hereby created covenants with the Lessor as follows:



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[Handwritten Signature]

- a. To pay the Lessor the monthly rent hereby reserved at the time and in the manner hereinbefore provided.
- b. To use the said Demised Premises and / or structures that may be standing and / or that may be put up in the said Demised Premises for the purpose whatsoever and howsoever, permissible by law with permission from Lessor.
- c. To pay the electricity bills on the basis reading recorded in the separate meter no - _____ for the Demised Premises.
- d. To permit the Lessor and their agents at all reasonable times on giving 24 hrs written notice in that behalf, to enter upon the said Demised Premises for all reasonable purposes.
- e. To comply with all the applicable statutory, governmental, municipal and other rules pertaining to the running of the business and shall indemnify and keep indemnified the Lessor against any claim made or loss suffered by the Lessee by reason of any breach of any rule, regulation and law by the Lessee, in respect of the said use of the Demised Premises.
- f. That the Demised Premises shall be used exclusively for office use by the Lessee including its all or any Group, Associate, Subsidiary Company/ies and for no other purpose.

5. THE LESSOR DOETH HEREBY COVENANT WITH THE LESSEE THAT :

- a. Subject to the Lessee observing and performing the covenants on its part, the Lessor agrees that during the term of lease including the renewal thereof the Lessee and / or its Group, Associate/ Subsidiary company/ies shall be entitled to peaceful possession and enjoyment of the Demised Premises without interruption or disturbances by the Lessor or any person or persons lawfully or equitably claiming from, under or in trust for them or any of them.
- b. The Lessor shall permit the Lessee, its employees, workers, visitors and other persons authorized by the Lessee, peaceful and uninterrupted use and enjoyment of the Demised premises and the business during the entire term of the Agreement granted.
- c. To pay all taxes, charges, duties or fees and outgoings including land assessments and municipal taxes, etc. payable in respect of the said Demised Premises.
- d. To indemnify and keep indemnified the Lessee all actions, claims, litigation, damages etc. from third parties for all reasons attributable to any non - performance on the part of the Lessor with respect to his obligation as the owner of the Demised Premises and in relation to any defect in title.
- e. The Lessor shall before giving possession get in full working condition all electrical and other fittings, fixtures pertaining to the said premises. Any structural or major repairs after occupation shall be carried out at the earliest by the Lessor on failure of which the Lessee shall have the option of carrying



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out the same if causing inconvenience (eg leakages etc) and be entitled to deduct the proportionate amount from the rent. The Lessor shall provide electricity connection in the Demised Premises before the possession of the same is handed -over to the Lessee.

- f. That the Lessee shall not in any event be responsible or liable for any loss or damage to any goods or property of the Lessor whatsoever be the cause of such loss or damage unless due to the default of the Lessee and that reasonable wear and tear and loss or damage by fire, flood, rain, accident, theft, irresistible force or act of god or any other accident due to force majeure beyond the control of Lessee shall not be the responsibility of the Lessee.
- g. The Lessor shall allow the Lessee and/or all or any it's group, Associate, subsidiary company/ies to erect sign boards ad/or display the names of the Company/ies on the outer property and / or access door of the Demised Premises.
- h. It is agreed that on the expiry of the agreement or its earlier revocation / termination, the Lessee shall hand over peaceful and vacant possession of the Demised Premises to the Lessor.
6. The Lessee shall be entitled to add, install or affix items (like VSATS/KU/C Band etc.) of necessity and make modifications and /or changes in the Demised Premises without demising the existing structure/structural strength for the development of their business and such modifications and/or changes by the Lessee in the said Demised Premises shall exclusively belong to the Lessee and Lessee shall have the right to take away all such items of modifications and/or changes as also items added, installed or affixed in the Demised Premises, upon expiry of the lease period.
7. The Lessor shall assist the Lessee in obtaining all clearances, NOCs, permissions and/or consents, as the case may be, from all statutory or other authorities, as applicable, for the installation, operation and or/ running of the business of the Lessee.

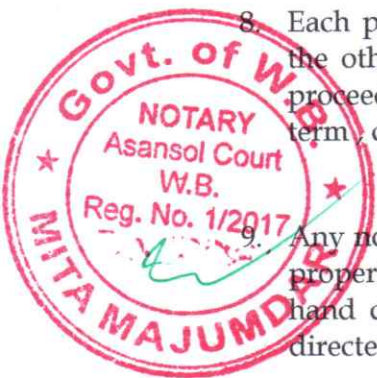
8. Each party hereby unconditionally undertakes to indemnify and keep indemnified the other party against all loss, claims, demands , actions, penalties, prosecutions, proceedings, damages, costs, liabilities, expenses or any breach by either party of any term, conditions or covenants of the lease granted herein.

9. Any notice intended to be given by any party hereto the other shall be deemed to be properly and validly given only if it is sent by any means registered A/D post or hand delivery to the Lessor and the Lessee at the below mentioned address and directed to the person named herein below :

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[Handwritten Signature]



LESSOR

Tirtharenu Ghosh , (PAN - AKXPG9259N)
MM Ghosh Street, Patra Market,
Krishnagar - Nadia, Pin - 741101,
West Bengal

LESSEE

Shashi kant Gope, (PAN - AMUPG7110M)
mallick para, narsingh bandh, behind bus stand,
burnpur, under - Asansol municipal corporation,
P.S - Hirapur, Dist- Paschim Bardhaman, W.B - 713325

10. Both the Lessor and the Lessee have the right to change any of the above stated particulars as mentioned in clause 09 above and such change shall become effective on the intimation of the same to the other party.

11. Stamp duty and Registration

All stamp duty and registration charges with respect to this agreement shall be shared by both the parties equally.

DEMISED PREMISES BEING AND AT

Address : 10th Floor, Unit No.1005, Tower 2, P S Srijan Corporate Park, GP Block, Sector-V,
PO :- Sech Bhavan, PS: Salt Lake Electronics Complex, Salt Lake, Kolkata - 700091, Dist -
North 24 Parganas.

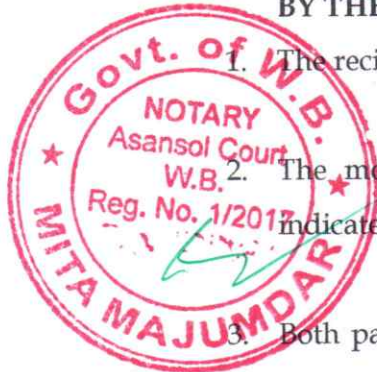
IN WITNESS WHEREOF, the parties hereto have hereunder set and subscribed their respective hands to the original and duplicate hereof the day and year first herein above written.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT THE PARTIES HERETO SHALL ABIDE AND BE BOUND BY THE TERMS AND CONDITIONS SET OUT HEREIN NAMELY :

1. The recitals mentioned hereinabove shall constitute an integral part of this deed.

2. The monthly lease rental payable by the Lessee to the Lessors for the period indicated above mentioned.

3. Both parties agree and confirm that save and except for the revised monthly lease rental as contained herein, all the other terms and conditions of the said agreement



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remain unchanged. The said agreement shall remain in full force and effect and shall be read in conjunction with these presents and be enforced as if all the provisions of these presents were incorporated therein by way of additions.

IN WITNESS WHEREOF, the parties hereto have hereunder set and subscribed their respective hands to the original and duplicate hereof the day and year first herein above written.

WITNESSES :-

1. 


Signed and Delivered by the Lessors

2. 



Signed and Delivered by the Lessee

**IDENTIFIED BY ME
AND SIGN IN MY PRESENCE**

ADVOCATE



certified, authenticated, attested this original instrument 'A' being executed, admitted, identified by the respective signatories before me.


MITA MAJUMDAR
NOTARY Reg. No-1/2017
Asansol Court Govt. of W.B.

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