



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

97AB 490127

RENT FREE ACCOMMODATION AGREEMENT

THIS AGREEMENT made at Kolkata on this 15th day of JULY 2024 **BY AND BETWEEN:-**

AZAD TANVEER KALIM son of Md Kalimuddin by faith Islam by occupation Business residing at 61, Ripon Street Kolkata- 700016, hereinafter referred to as the **OWNER**(which expression shall unless repugnant to the context include his legal heirs, legal successors, assigns, executors, administrators and representatives) of the **FIRST PART**.

AND

M/S SOLUM REALTY MARKETING PRIVATE LIMITED, a company incorporated under the Companies Act, 2013 having its regd. Office at 63 Rafi Ahmed Kidwai Road Kolkata 700016, through , SAIF ALI holding the designation of Director, duly authorized to enter into this Agreement passed by the Board of Directors hereinafter referred to as the **OCCUPIER** (which expression shall unless 2 repugnant to the context include their legal heirs, legal successors, assigns, executors, administrators, parent companies, subsidiaries, Associates, Affiliates and representatives) of the **OTHER PART**.

Signature

Signature

সংসদীয় কার্যক্রম, কলকাতা, তারিখ ২০.০৬.২০২৪
ক্রমিক নং: ১৫১০
নাম: _____
ঠিকানা: _____

[Handwritten Signature]

কর্তৃপক্ষ - শ্রী অলোক শর্মা

স্বাক্ষর: এ. ডি. এম. জাহান বাবু, দপ্তর: ১ম পত্রিকা

21 JUN 2024



WHEREAS FOLLOWS

WHEREAS the party of the First Part is the absolute owner and is seized and possessed of and are otherwise well and sufficiently entitled to all that space admeasuring approximately 100 square feet super built up area on the 2nd floor, of the premises known as and bearing 63 Rafi Ahmed Kidwai Road, Kolkata-700016 which is more detailed in schedule hereunder and hereinafter referred to as the "Scheduled Property.

AND WHEREAS the occupier/party of the other part is LLP from the same group of the owner/ party of the first part and the party of the other part has approached the party of the first part to provide rent free accommodation of the demised premises for carrying out its business from the said space together with the right to use the common areas, entrances and facilities etc.

AND WHEREAS that the owner represents and warrants that the demised premises is free from all sorts of liens, encumbrances, charges restraint orders and litigation.

AND WHEREAS the occupier is desirous of taking the schedule property on rent free accommodation basis.

AND WHEREAS at the request of the occupier the owner has agreed to grant the said space unto and in favour of the occupier on and with effect from 15-07-2024 for a stipulated period of nine years on the terms and conditions hereinafter appearing.

AND WHEREAS the occupier represents and warrants that the demised premises will be used only for purpose of carrying out business in the name and style of "SOLUM REALTY MARKETING PRIVATE LIMITED" by the occupier and for no other purpose.

AND WHEREAS the owner, at the request of the occupier, hereby premises the demised premises to the occupier on terms 3 and conditions stated herein below.

AND WHEREAS the owner and the occupier desire to record in writing the agreed terms of their aforesaid agreement.

NOW THIS RENT FREE ACCOMMODATION AGREEMENT WITNESSETH AS FOLLOWS

That in pursuance of the foregoing and in consideration of occupier being LLP from same group of the owner and the covenants of the occupier, the owner hereby grants on rent free basis and the occupier hereby accepts on rent free basis the said demised premises on the following terms and conditions.

DURATION OF THE AGREEMENT

1. That in consideration of the aforesaid and all the covenants and conditions herein contained, to be observed and performed by the parties hereto, the **OWNER** hereby grant and demise unto the **OCCUPIER**, the Demised premises, i.e. all that space admeasuring approximately 100 square feet super built up area on the 2nd floor, of the premises known as and bearing 63 Rafi Ahmed Kidwai Road, Kolkata-700016 together with the right to use the common e.g. entrances and facilities etc. and to hold the same for an initial term of nine years commencing from 15-07-2024



2. The agreement commences from 15-07-2024, and shall be in force for tenure of 9 (Nine) years and of this tenure, during the First 3 (Three) years, the occupier shall neither commit any breach of covenants of this agreement nor determine this arrangement and in the event of such occurrence, the occupier indemnifies the owner for consequential damages suffered by him. Only after expiry of m years, the occupier shall have the option to terminate the agreement by giving 3 calendar months advance notice the writing. The occupier can continue for the balance tenure of next 6 years on such terms and conditions as detailed in this deed and can be future extended on mutual consent or terminated, based on written communication form the Owner/ the Occupier, confirming desire to extend the agreement or 4 terminate, three month before the expiry of the agreement.

USE OF THE PROPERTY

3. The Occupier shall make use of the scheduled property for their office purpose only. The Occupier shall not make use of the Scheduled property and the Scheduled Amenities for any unlawful trade or business and shall not keep or allow to keep any contraband or inflammable material nor any materials' protected under Explosive Act. 1908 in or near the Scheduled property and the Scheduled and the Scheduled Amenities. The Occupier shall use the premises for commercial purpose only and shall hand over the vacant possession of the demised premises after the expiry of this rent free accommodation agreement.

TERMINATION

4. By efflux of time.
5. The rent free accommodation agreement can be terminated by either party by giving two months notice in writing.
6. The owner will be entitled to terminate the rent free accommodation agreement and to re-enter the schedule property in accordance with law should the Occupier commit a breach of any of the other conditions herein specified.
7. If at any time during the term of the contract, the performance of either of the parties is prevented of delayed, in whole or in part, by reason of
 - (a) War, hostilities (whether or not war is declared) or act of an enemy of the crown, riot, rebellion, or civil commotion or military or usurped power
 - (b) Order of the government, public or local authority
 - (c) Natural Disaster
 - (d) Or any other force majeure condition

The party whose performance is delayed or prevented, as the case may be shall be relieved of their obligation and 5 their duty to the extent of their performance is delayed by the presence of the aforesaid conditions

8. That any correspondence required to be served by any of the parties to this rent free accommodation agreement shall be served if the same is sent by registered post at the address mentioned herein below:

To The Owner

And, To The Occupier



CUSTODY OF THE DEED OF THE RENT FREE ACCOMMODATION AGREEMENT

9. This agreement shall be made in single copy in original and shall be retained by the Owner. Any cost of the agreement shall be borne equally by both the parties.

THE OCCUPIER CONVENANTS AS FOLLOWS

10. That it will duly carry out its obligations as Occupier as per these presents as detailed in the agreement.
11. The Occupier shall not assign or sub-let otherwise part with the demised premises or any part thereof the OCCUPIER have the right to transfer the occupation of the demised premises to their allied subsidiary concerns, if necessary within the agreement period with previous consent of the Owner.
12. The Occupier shall observe and conform to Corporate of Kolkata BYE-LAWS and regulations regarding partitioning lighting etc. of the demised premises and shall wherever to obtain permission from the corporation of Kolkata and/ r other authorities at their cost.
13. That upon the OCCUPIER observing and performing the several stipulations in its part, therein contained, the OCCUPIER shall peacefully hold and the demised premises during the said term without any interruption by the OWNER or any person claiming through under or in trust for the OWNER.
14. That the Occupier shall have to 6 insure the said demised premises towards their belonging safe guarding third party's interest if necessary.

THE OWNER CONVENANTS AS FOLLOWS

15. The Occupier observing the terms of this rent free accommodation agreement shall be entitled to the peaceful and quiet enjoyment of the demised premises during the term of the agreement and extension thereof without any interruptions by the Owner, its agent, servants, or any person lawfully claiming under or in trust for it.

CONCLUSIVENESS

16. Notwithstanding any other agreement, deed, or exchange of the letters or discussions in the matter of the rent free accommodation of the schedule property, the terms of this agreement alone shall prevail and binding on parties.
17. That, incase the OCCUPIER commits defaults in payments of monthly rent or in observing any of the terms and conditions of agreement, the OWNER shall forfeit its rights secured hereunder and the Owner shall be entitled to terminated this agreement irrespective of the terms and conditions of agreement herein and shall exercise his rights of re-entry into the premises and take possession of the same.
18. In respect of the matters not covered by this agreement the Owner and the Occupier will be governed by the law in force and as applicable to such matters.
19. It is clearly understood that this agreement shall not be construed as a tenancy or lease or leave and license agreement or otherwise. This is intended to be a purely temporary arrangement merely to allow the Occupier to see and occupy the said demised premises for office business purpose only. But the Owner shall have exclusive and juridical possession full charges and control.
20. The Occupier shall not have any right to claim any tenancy right and other right of any other nature whatsoever in respect of the said space.



DISPUTES

21. The Owner and Occupier hereby agree that in the event of any dispute between them under this agreement, the same shall be referred to arbitration in accordance with the provisions of the Arbitration and conciliation and the Act 1996. The suits of the Arbitrator shall be at Kolkata and the reference shall be made to a sole arbitrator which shall be appointed by the Owner and Occupier by mutual consent. It is further agreed that only the City Civil Court at Calcutta would have the exclusive jurisdiction to entertain any dispute between them.

Schedule of the Property

IN WITNESS WHEREOFthe parties hereto have set their hands on the day, month and year first above written.



SIGNED SEALED AND DELIVERED

By the Owner at Kolkata

In the presence of:



SIGNED SEALED AND DELIVERED

By the Occupier at Kolkata

In the presence of: