



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

88AB 651634



THIS AGREEMENT LEASE made this _____ day of _____ Two Thousand and Twenty Three.



P. K. Datta
Notary
Regn. No.: 1101/98
C.M.M.'s Court
2 & 3, Bankshall Street
Calcutta - 700 001



SPECTURM COMPLEX PVT. LTD

22 DEC 2023

Director/Authorised Signatory

181540

SL No.....
Name : **A. K. SINGH**, Advocate
Address : High Court, Calcutta
Kolkata - 700001

Rs.....
Kolkata Collectorate
Netaji Subhas Rd.,
Kolkata-1
etc.....

Amal Kr. Saha
Licensed Stamp
Vender

11 DEC 2023

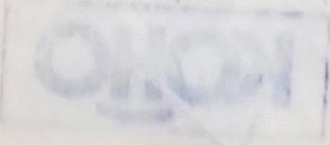


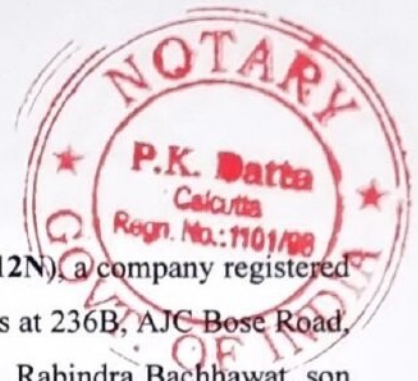
P. K. Datta
Notary
Page No. 110108
C. A. M. & Co.
32, 3, Bowbazar Street
Kolkata - 700 001

SECURUM FIDELIUM

Director, Notary Services

5 DEC 2023



BETWEEN

SPECTURM COMPLEX PVT. LTD. (PAN AALCS0212N), a company registered under the Companies Act 1956, having its place of business at 236B, AJC Bose Road, Kolkata- 700020, represented by its Authorized Signatory, Rabindra Bachhawat, son of Late Chainrup Bachhawat, 20, Fort Lee 1 Flat No 404, Lee Road, Kolkata -7000 20, West Bengal, P. S. Bhawanipur, P.O. Bhawanipur hereinafter referred to as the '**LESSOR**' (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors – in - interest and assigns) of the **ONE PART**

AND

KOHO INFRA PRIVATE LIMITED (PAN AAKCK0357M), a company registered under the Companies Act 1956, having its place of business at 604, Ansal Bhawan New Delhi, New Delhi, India, Pin No. 110001, represented by its Authorized Signatory, Dushyant Singh, son of Ajit Singh, Citizen of India, residing at House No. 2, Ram Kishore Road, Civil Lines, North Delhi, Pin No. – 110054, hereinafter referred to as "**the LESSEE**" ((which terms of expression unless excluded by or repugnant to the subject or context mean and include his heirs, successors, legal representatives) of the **OTHER PART** -

The Lessor and Lessee are hereinafter collectively referred to as "the Parties" and individually as "the Party".

WHEREAS:

A. The Lessor is the lawful owner and well and sufficiently seized and possessed of ALL THAT the **Space** measuring about **1097** square feet super built up area being Unit No. 803 on the **8th** floor of the Building named "**Arch Square**" constructed at Plot No-EP&GP - X2, Sector - V, Saltlake Kolkata – 700091 West Bengal. and hereinafter referred to as "**the Demised Premises**".



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B. The Lessee has approached the Lessor for grant of lease for a period of 11 months with an option to renew for another 11 months and thereafter another 11 months with agreed revised rate ("Lease Tenure") in respect of the Demised Premises for running his business as a It Office.

C. The Lessee has agreed that the rent of the above Demised Premises will be Rs.40/- Per Square feet (Super Built up area) and fittings fixtures charges shall be Rs. 30/- Per Square Feet (Super Built Up area) and also the rent and fittings fixtures charges of the above Demised Premises increased by 5% after expiring of every 11 months during the Lease Tenure.

D. The Lessee will bear electricity charges separately for the said Demised Premises.

E. The Lessee has fully satisfied itself with regard to the Lessor's right, title, and/or entitlement to grant a lease in respect of the Demised Premises.

NOW IT IS HEREBY RECORDED AND DECLARED BY AND BETWEEN THE PARTIES HERETO

The Lessor hereby grants and demises unto the Lessee on lease for a period of 11 months with an option to renew for another 11 months and thereafter another 11 months with agreed revised rate ("Lease Tenure") for the "**the Demised Premises**" **TO HAVE AND TO HOLD** the Demised Premises for a aforesaid term commencing on _____, 2023 and expiring on _____, 2028 **YIELDING AND PAYING** therefor unto the Lessor Monthly rent and fittings and fixtures charges for the lease period as mentioned in Clause II.1 below together with applicable goods and service tax thereon without any abatement or deduction whatsoever.


II. THE LESSEE DOTH HEREBY COVENANT WITH THE LESSOR as follows:

1. The Lessee shall regularly and punctually pay to the Lessor the monthly rent and fittings and fixtures charges as stated herein below for use of the Demised Premises together with applicable taxes thereon:

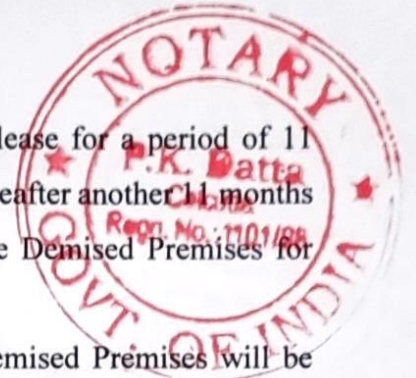


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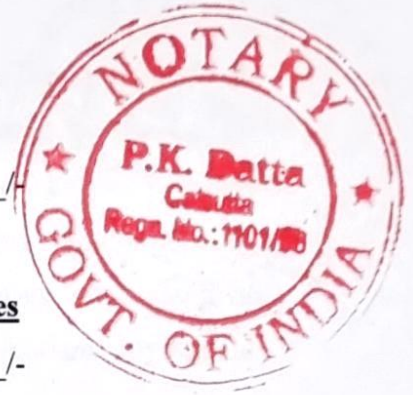
Period Monthly rent

From _____ to _____ Rs. _____

Period Fittings and

Fixtures Charges

From _____ to _____ Rs. _____/-



The applicable GST on the above rent and fittings fixtures charges shall be payable by the Lessee additionally. The monthly rents for every calendar month shall be payable in advance within the 10th day of every calendar month for which the same shall become due, without any deduction or abatement except deduction of tax at source in accordance with the applicable provisions of law. In respect of tax deducted at source, the Lessee shall without fail issue and deliver to the Lessor proper T.D.S. Certificates within due time. In case of any delay or default in furnishing of T.D.S Certificates by the Lessee to the Lessor in accordance with law, the Lessee shall also be liable for all interests, penalties and other resulting consequences.

- 1.1 At or before the execution of this Agreement, The Lessee has made over to the Lessor a sum of Rs. 230370/- (Rupees Two Lac Thirty Thousand Three Hundred and Seventy only), which is equivalent to three month rent and fittings fixtures charges as advance deposit (hereinafter referred to as “**the Interest Free Refundable Security Deposit Amount**”). Through RTGS No: _____ on 26.10.2023 and also one month full rent and fittings fixtures charges as mentioned above amounting to Rs.76790 will be paid by Lessee as advance rent and fittings fixtures charges to the Lessor at or before the execution of this Agreement.



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1.2 The Refundable Amount shall be interest free and the rest of the agreement will constitute as an ongoing agreement. This shall be refunded by the Lessor simultaneous with the Lessee handing over to the Lessor vacant and peaceful possession of the Demised Premises and after deducting therefrom such amounts as be due and payable by the Lessee to the Lessor on account of damage made to the Demised Premises and/or entire Property and any unpaid dues.

1.3 The lock in period of 11 (eleven) months binds the Lessee for which he has to enter into an agreement with the Lessor for 11 months terms for which the Lessee shall not be entitled to terminate the lease under any circumstance ("**Lock-in-Period**"). After the first 11 months Lessor has option to renew the agreement twice for another 11 months with agreed revised rate and also the same terms and conditions of lock in period will be applicable in renewal period. No new Agreement is needed for the renewal of this contract and same terms conditions is to be engage. During the aforesaid Lock-in-Period the Lessee shall be under an irrevocable obligation and be bound to make payment of the monthly rent and fittings fixtures charges and all amounts payable under this lease to the Lessor irrespective of whether the Lessee ceases to occupy or use the Demised Premises. In case of any further renewal beyond first 33 months, the same need to be agreed and written on mutual agreed terms on market rate not otherwise.

2. The Lessee can make any structural additions and/ or alterations to or in the Demised Premises at its own cost only after obtaining consent in writing from the Lessor and also after obtaining written consent from the competent authority.

3. The Lessee will be solely responsible for any damages occurred due to the mistake and breach of Lessee.

4. The Lessee shall apply for and obtain all necessary licenses except the Fire NOC / BMC Approval / Airport Authority Approval or any related approval to build the structure during the Fit Out Period. The Lessee hereby agrees to keep and shall keep the Lessor harmless, free and indemnified of from and against all claims and demands from statutory authorities and/or from third parties relating

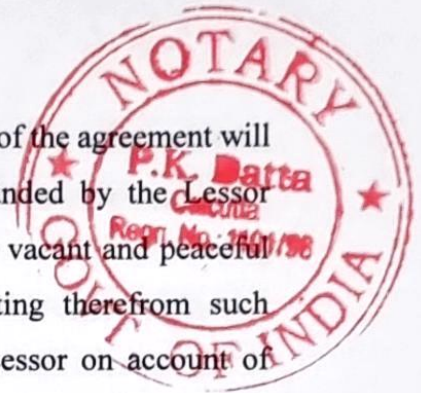


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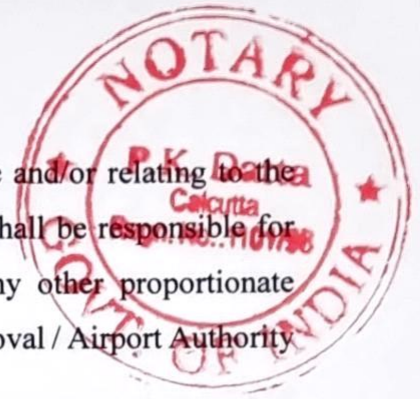
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to any default, breach or violation regarding the above and/or relating to the Lessee and/or his business or operations. The Lessee shall be responsible for payment of all statutory charges and sanctions or any other proportionate increased tax save and except for Fire NOC / BMC Approval / Airport Authority or charges, which shall be borne by the Lessor.



5. The Lessee shall not interfere in any manner whatsoever in the maintenance and upkeep of the said building and the Premises and shall extend all possible co-operation to the Lessor and/or the Maintenance Agency and/or other occupants of the said building in keeping the said building and the Premises clean and unobstructed and shall not throw or place or allow to be thrown or placed any dirt or garbage anywhere in the said building and/or the said Premises except at the place earmarked by the Lessor or the Maintenance Agency of the Premises for such purpose. Any change in the maintenance rules / charges / or engagement needs to be updated and agreed upon by the Lessee.
- 6.1 The Lessee shall be responsible for the internal security of the demised premises and all materials within the same. The Lessee may at his own costs employ or engage personal security staff exclusively for the Demised Premises. The lessee shall be solely responsible for any breach thereof or incidents of damages/injury in respect of the Demised Premises while doing the business directly or incidentally.
- 6.2 The Lessor shall not be responsible or liable for any theft, loss, damage, injury or destruction of any article or property, lift or belongings of the Lessee or any other person lying in the Demised Premises and/or for any bodily injury or casualty to any person in or about the Demised Premises on account of any cause whatsoever.
- 6.3 The Lessee has been made aware of all charges pertaining to Generator / Electricity / Water / Maintenance etc and the same has been quantified in Para C of this Agreement . The Lessee agrees to pay this in a timely fashion within the stipulated and grace period from receiving the invoice for such amounts. Any changes to this charges updated and agreed upon by the Lessee.

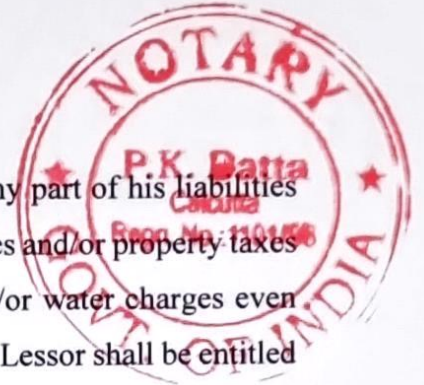


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


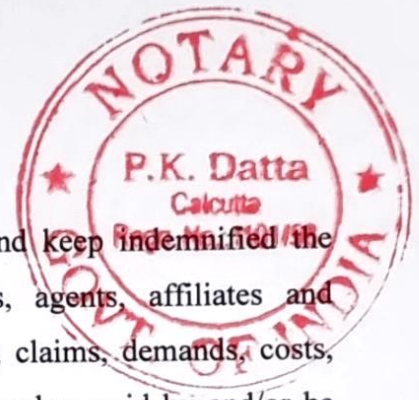
7. In case of the Lessee not making timely payments of any part of his liabilities or dues including the monthly rent and/or security charges and/or property taxes and/or electricity charges and/or generator charges and/or water charges even after the grace period of 10 days for all such charges, the Lessor shall be entitled to recover the same from the Lessee together with interest at the rate of 18 (eighteen) per cent per annum without prejudice to the Lessor's right of terminating this lease and taking possession of the Demised Premises as also stopping the maintenance services to the Demised Premises. Payment of such interest will not in any way affect or prejudice the rights of the Lessor against the Lessee which may arise against the Lessee due to non-payment of the monthly rent and/or other amounts within the time stipulated herein.
- 7.1 In case of early termination of the contract by the Lessor for non-payment of dues, the Lessor has to provide the Termination Notice to the registered office of the Lessee via Speed Post. The notice period should be 3 months which can be adjusted against the Refundable Amount, plus any interest charges and unpaid dues which can be paid separately. Any overdue has to be paid by the Lessee within 15 days of the end of the termination period and 1 month rent free period thereafter will be allowed for carrying the removal of structure or furniture / fittings etc.
- 7.2 The Lessee also agreed that the cost for restoration of the building in previous condition will be incurred on Lessee and the same shall be adjusted from Security Deposit.
8. Once the business is operational the repairs & maintenance in a proper has to be taken care in an organized manner without disturbing the use and enjoyment of the other portions by the other occupants of the building. The Lessee and his contractors, service providers, suppliers, vendors etc. shall follow the rules and the norms of the building. The Lessee shall not block any common spaces and/or passages once the fit out period is over and shall carry all heavy articles and materials carefully through the staircase only without causing any damage thereto. The Lessee shall be responsible for regulating and supervising the labours, workmen etc. and for following proper and adequate safety and security measures.



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9. The Lessee agrees and undertakes to indemnify and keep indemnified the Lessor, members of its management, employees, agents, affiliates and associates of from and against all losses, damages, claims, demands, costs, charges and expenses which may be suffered, incurred or paid by and/or be claimed, made or raised against any of them by any person or entity relating to or arising out of or as a result of any act, omission, breach or violation made or caused by or on behalf of the Lessee and/or its men, servants and agents.

III. THE LESSOR DOETH HEREBY COVENANT WITH THE LESSEE as follows:

- (a) The Lessor confirms that the Lessor is the lawful owner of the Demised Premises and fully is entitled to grant the present lease to the Lessee in the manner as stated in these presents.
- (b) The Lessor shall provide or cause to be provided for the use of the Lessee suitable back – up power through Generator which the Lessee shall be entitled to use and enjoy. The Lessor confirms that the generator has already been installed in the common portions of the building has already been allocated for and provided to the Demised Premises for use of the Lessee and further confirms that no additional generator backup is available. However the day to day running and maintenance costs and expenses shall be borne and paid proportionately by the Lessee.
- (c) Upon the Lessee making timely payment of the rent, electricity charges, maintenance charges, security charges, proportionate increased of tax. Maintenance charges and other amounts payable by the Lessee in respect of the Demised Premises as aforesaid and observing and performing the covenants, terms, conditions, stipulations and agreements herein contained and on the part of the Lessee to be observed and/or performed the Lessee shall be entitled to peacefully use the Demised Premises and every part thereof during the said term of this lease.



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- (d) The Lessor shall permit the Lessee to use the common passages, common staircase, lifts, and other common amenities and facilities as available in the said building and/or premises for ingress to and egress from the Demised Premises during the subsistence of this lease and to the extent necessary for normal use of the Demised Premises in terms of this Agreement.
- (e) The Lessor shall keep the Demised Premises and the building in good and proper tenable condition and shall attend to and pay for the major structural civil repairs of the Demised Premises, if necessary, upon such defects being notified by the Lessee to the Lessor provided the same are (i) not caused by any misuse on the part of the Lessee, and (ii) are outside the purview of the internal general repairs and maintenance in respect of the Demised Premises by the Lessee. The Lessor agrees that in the process of carrying out inspection and/or repairs and/or other works in the Demised Premises the Lessor will ensure that minimum inconvenience is caused to the Lessee. However normal routine repairs and maintenance within the Demised Premises shall be the responsibility and liability of the Lessee.
- (f) The Lessor represents to the Lessee that the Demised Premises has been built as per the approved plans and does not violate any building norms or rules, evidenced by the Completion Certificate issued by the Concerned Municipal Corporation, which will ensure the peaceful and uninterrupted occupation and use of the Demised Premises.
- (g) The Lessor shall acknowledge and give valid receipts for each and every payment made by the Lessee to the Lessor herein or their order and such receipts must be duly signed by the Lessor or its duly authorized agent, which shall be conclusive proof of such payment.

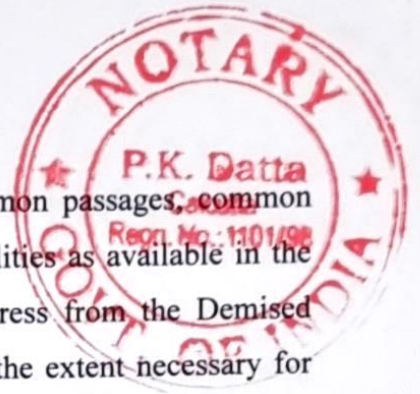
IV. AND IT IS HEREBY FURTHER AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

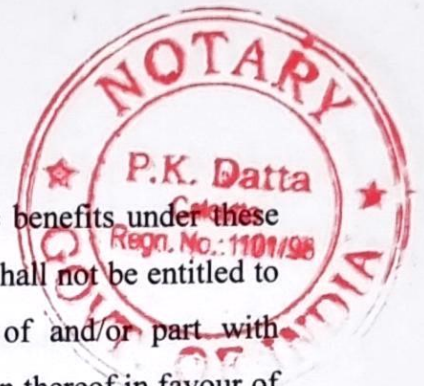


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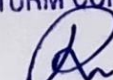


- A. The Lessee shall not transfer or assign this lease or the benefits under these presents in favour of any individual, body or entity and shall not be entitled to sub-lease, sub-let and/or grant any licence for user of and/or part with possession of the Demised Premises or any part or portion thereof in favour of any person or entity whosoever or whatsoever except entites in Lessee's group of Companies and any transfer shall be deemed to be a transfer and/or assignment and/or parting with possession in violation of the above restriction and shall automatically result in breach by the Lessee.
- B. Upon expiry or sooner determination of the lease, in the event of the Lessee making any delay in the handing over of vacant and peaceful possession of the Demised Premises to the Lessor for any reason whatsoever, the Lessee shall be entitled to 30 days rent free period to take out the furniture fixture / structural design and after which if the vacant position is not available to the Lessor then the Lessee will be liable to pay agreed compensation on per day basis to the Lessor equivalent to the per day rent applicable at that time liquidated damages together with an additional sum of Rs. 10,000/- per day as agreed Liquidated Damages in addition to the other rights to which the Lessor is or may be entitled to under this Agreement or otherwise in law. This will carry 18 % interest until full payment.
- C. The Lessee can keep the Demised Premises open 24 hrs, 365 days a year as per norms of the building unless otherwise specified by any government circular for the _____ subject to obtaining necessary permissions from authority.
- D. In case if any damage, accident or third party damage or cost occurred due to the default of Lessee or relating to Lessee's business operation, in that circumstances the Lessee will be solely liable for all that damage or cost which will be occurred time to time for that incident.
- E. Any notice given or required to be given by either of the parties hereto to the other shall be given by Registered/Speed Post with Acknowledgement Due at the address of the other as mentioned hereinbefore and/or such other address as

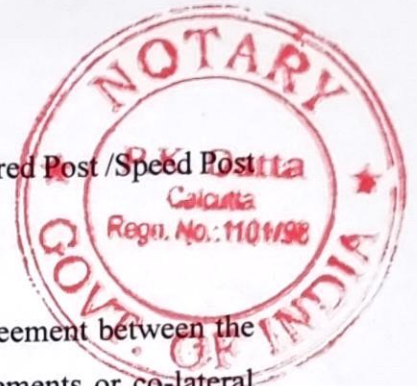


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Calcutta 700 001
27 DEC 2023

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may be notified by a party to the other in writing by Registered Post / Speed Post with Acknowledgement Due.




- F. This lease will constitute the entire understanding and agreement between the parties hereto. All other representations, warranties, agreements or co-lateral understandings, oral or otherwise, made heretofore expressly or impliedly and relating to the Demised Premises shall stand superseded by this lease. The parties may, however, enter into any subsequent Agreement which shall be binding on the parties in addition to this lease.
- G. In case of any lockdown / unforeseeable circumstances or government notice if the demised premises is shut down entirely then there will be no rent / fittings and fixtures charges paid by the Lessee as the business is not running. Also, in case of partial running of business part rent / fittings and fixtures charges is payable. If the business hours are till 8 pm than 50% of the rent / fittings and fixtures charges is applicable. If the business hours are till 11 pm than 75% of the rent / fittings and fixtures charges is applicable. If business is running post 11 pm, then 100% of the rent / fittings and fixtures charges is applicable. The same has to be recorded and agreed in writing between the parties. Notice of such lockdown/unforeseen closure, to be sent by the Lessee to the Lessors when such condition starts and ends.
- H. In case of any dispute between the parties relating to the Demised Premises and/or this Agreement of Lease and/or connected documents the same shall be referred for arbitration to a Sole Arbitrator to be mutually appointed by the parties. If the parties cannot agree upon the sole Arbitrator within 30 days of the request being made by one party for appointment of the Arbitrator, then appointment shall be made by the Hon'ble High Court at Calcutta in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- I. The stamp duty, registration fees, and other incidental expenses relating to registration of this Agreement shall be borne and paid by the Lessee. The parties shall bear and pay the legal fees payable to their respective advocates.



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Director/Authorised Signatory

Execution and Delivery

In Witness Whereof the parties have executed and delivered this Agreement on the date mentioned above.



SPECTURM COMPLEX PVT. LTD

Rabindra Bose
Director/Authorised Signatory

[LESSOR]

IDENTIFIED BY ME
[Signature]
P.G. SHAW
Advocate

PANCHU GOPAL SHAW
Advocate
CMM'S Court
Regd No.- F892/863
Kolkata - 1

[Signature]



[LESSEE]

Witness:

[Signature]
Signature attested by me
at identification of advocate

P. K. DATTA
Notary

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