



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Director

LICENCE AGREEMENT

THIS LEASE DEED is made at Asansol on this the 3rd day of October 2023. BY AND BETWEEN

BETWEEN

SRI DEBADITYA BANERJEE S/o Lt. Aditya Banerjee, by faith Hindu, by occupation Business, resident of 225, West Apar Gardens, P.O.- Asansol -713304, P.S.- Asansol (S), Dist.- Paschim Bardhaman (W.B.) to be hereinafter called the **LESSOR** (Which terms shall unless be or repugnant to the context including his heirs successors, legal representatives and assigns) of the **ONE PART**.

AND

M/s.99TPA ADVISORY INDIA PRIVATE LIMITED (PAN No: AABCZ1994L) represented by its director Sri Randhir Kumar, S/o. Sri Jeoratan Singh, by faith Hindu, hereinafter referred to as the "LESSEE" which expression shall mean and include their successors and assigns of the **OTHER PART**.

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2) Randhir K.

1) Abbadya Banjee

WHEREAS: the LESSOR is the owner and in exclusive possession of a house, which comes under Mouza: Asansol, Measuring an area of 1100 Sq. Ft. situated at Ground Floor, Raghunath Niwas, P.O.- Asansol- 713304. P S.- Asansol (S), Dist.- Burdwan

The LESSOR has agreed to let on lease the premises situated at "**RAGHUNATH NIWAS**", Ground Floor measuring 1100 Sq. Ft. and the LESSEE has agreed to take on lease the aforesaid Premises, hereinafter referred to as the "said Premises", along with the right to use the common areas for the purposes of ingress and egress, upon the mutual terms and conditions appearing hereinafter.

Besides stated above, the LESSOR has not entered into any other lease agreement or arrangement whatsoever relating to the said Premises or any part thereof with any other person, which may affect the present lease in any manner, or otherwise.

The LESSEE has offered to take the said Premises on lease on the terms and it conditions appearing hereinafter.

NOW, THEREFORE THIS DEED WITNESSETH AS UNDER:

1. Terms

In consideration of the rent hereinafter specified and all the terms and conditions, the LESSOR hereby let on month to month lease to the LESSEE the said premises, measuring to 1100 sq. ft. of super area for a period of Eleven (11) months commencing from 03/10/2023 to 02/09/2024, subject to strictly making payment of lease on time and unless terminated as per clause below. However, it is agreed by and between the parties that after the expiry of the term of the lease hereby or earlier termination as the case may be, the LESSEE shall handover to the LESSOR peaceful and vacant possession of the said Premises in its original condition with all furniture, fixtures, fittings and equipments as provided at the time of letting. However the rent shall be effective only from the date of handover. A handover letter shall be made in the date of handover duly signed by both parties.

2. Rent

The LESSEE shall pay to the LESSOR a monthly rent @ **Rs. 11,000/- (Rupees Eleven Thousand Only)** excluding of electricity, water, municipality tax and property maintenance charges. The above payment shall be made in advance in between 5 to 10th day of the succeeding month without default, and the LESSEE shall be entitled to make the necessary deductions applicable under the Income Tax Act towards tax deductible at source. The LESSOR is liable to pay Land Rent to the Government of Jharkhand. All other taxes including GST, if any, shall be borne by the LESSEE. The LESSEE undertakes to make rental payments of **Rs. 11,000/- (Rupees Eleven Thousand Only)** only to **Debaditya Banerjee** and into the bank account of provided by the LESSOR,

Note: Monthly rent will be payable after 2nd months of starting date of agreement.

The LESSEE shall pay for the actual charges for consumption of electricity consumed by him, water and property maintenance charges including any charge towards the use of common area directly to the concerned/ statutory authorities on the basis of bills as may be raised by them with a copy to the LESSOR as an evidence for timely payment. The LESSEE further agrees that even after expiry of the lease or even after vacation of the premises, in case any bills are raised on the LESSOR which pertains to the period during which the LESSEE was in possession of the premises, the LESSEE shall pay the same and agrees to indemnify the LESSOR against any losses suffered by him in this regard.

3. Possession

The LESSOR has allowed the LESSEE to make the necessary modifications in the said premises. The possession of the said premises will be handed over to the LESSEE at the signing of this agreement. The rent and maintenance will start and will be calculated w.e.f. the effective date as described above.

Director

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4. Renewal of the Lease Deed

In case the LESSEE is desirous of renewing the lease for any further period, the LESSEE shall approach the LESSOR intimating his such desire in writing three months prior to the expiry of this Lease Deed and if the LESSOR agrees in writing to that effect, the lease deed shall be renewed for a further period of One (1) years after the expiry of this lease deed i.e. 01/08/2024 subject to fresh Terms & Conditions as agreed by both parties. In the absence of the same it shall be incumbent upon the LESSEE to restore and handover the peaceful and vacant possession of the said Premises to the LESSOR after the expiry of the lease period or early termination thereof.

5. Use of said Premises

The Lessee has been granted the right to use and enjoy the said Premises for its exclusive offices, along with rights of the LESSEE and its employees and authorized agents/guests to use the common areas for ingress and egress in common with the other occupants of the building connected with the said Premises at all times during the Term of the lease including the entrance hall of the building and the staircase and landing leading to the said Premises, driveway and all the lifts as permitted without causing any nuisance or annoyance to any other occupant of the building.

The Lessee shall not have the right to sub-lease the said premises except to any person, a company incorporated under the laws of India, Private Limited and any other affiliate firm of the LESSEE. Such a sub-lease agreement will remain valid only so long as this Lease Agreement is valid and will terminate along with the termination of this Lease agreement automatically.

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6. Payment after Tax Deductions

All payments made by the LESSEE under this Lease Deed shall be subject to appropriate deductions of TDS (Tax deductible at Source) at the time of payment or credit to the LESSOR in accordance with the provisions of the Income Tax Act, 1961 and to remit the same to the tax authorities and details whereof shall be furnished to the LESSOR. The LESSEE shall also provide the LESSOR with the appropriate Tax Deduction Certificates in respect to the TDS deducted from the payments on regular basis every month within a reasonable period of time.

8. Lock-in Period/Termination

8.1 The Lessee can terminate this Lease Deed by serving a three (3) months prior written notice to the Lessor, or by paying three (3) months' Rent to the Lessor, in lieu thereof,

8.2 The Lessor can terminate this Lease Deed before the expiry of the Term as specified under Clause 1 here in above, by serving a three (3) months prior written notice to the Lessee for such termination.

9. LESSEE'S Covenants

The LESSEE hereby covenants with the LESSOR to observe and perform the obligations set out herein:

(i) To pay the maintenance charges due and payable in relation to the said Premises as and when demand thereof is made by the concerned authority. The liability to pay such charges shall start with effect from the effective date of agreement.

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(ii) To pay all electricity charges as per the electricity actually consumed by the LESSEE in the said Premises in accordance with the meter readings as shown by the separate meters installed at the said Premises. The bills in this regard so provided by State Electricity Department, will be cleared by the LESSEE who agrees to furnish a regular proof of the payment was made by him to the LESSOR on regular intervals. The liability to pay such charges shall start with effect from the date of taking over of the possession and prior to the said date the same shall be the responsibility of the LESSOR. The LESSOR shall provide an electric supply of KW connected load in the said Premises. In case the LESSEE requires any extra load from State Electricity Authorities during the lease period, then LESSOR hereby agrees to provide all necessary assistance and NOC to LESSEE for the purpose, however all, expenses and costs incurred in this regard shall be borne by the LESSEE.

(iii) To pay water charges, if applicable, as per bills received from the authorities and agrees to furnish a regular proof of the payment was made by him to the LESSOR on regular intervals. The liability to pay such charges shall start from the date of taking over of the possession of the said Premises and prior thereto the same shall be the responsibility of the LESSOR.

(iv) To not allow the said Premises to be used for carrying out activities classified as illegal by the law of the state and country.

(v) To abide with all rules and bye-laws of the Municipal Corporation or any other relevant body or authority, in accordance with the rules of the building and usage of said premises.

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- (vi) Not to do or permit to do anything in or upon the said Premises or any part thereof which may become nuisance, annoyance or damaging to the LESSOR, or to the other occupants of the building.
- (vii) To keep the said Premises in a clean, hygienic and safe condition.
- (viii) To yield the said Premises in the same condition, on the termination of the present agreement, as was handed over to the LESSEE subject to normal wear and tear arising from daily use for which a joint inspection of the premises would be carried out by both the parties.
- (ix) Not to assign, transfer, sublet or grant license to use the Leased property or part thereof in favour of any other person or party except as provided in Clause 7 of this agreement.
- (x) To permit the LESSOR and his authorized agents at all reasonable time of the day with or without prior notice, to enter upon the said Premises and to view the state or condition thereof and to carry out any structural and other repairs whether to the said Premises or to the remaining portion of the building or any works, acts and thing that are necessarily required to be done.
- (xi) To abide by and comply with all the bye-laws and rules and conditions of the local authorities and all other orders, directions and notifications issued by the any authorities or by any other local body or Government or Authority, in so far as they are required to be observed by the LESSEE.

(xii) Not to make or permit to be made any structural alterations or additions to the said Premises without the previous written consent of the LESSOR and the local or any other authority whose permission is required, provided however that the LESSEE shall have the right to install interiors, extra air-conditioning and make temporary partitions in the said Premises as per local rules to render them usable as an office as may be reasonably required by the LESSEE and to use the said Premises for the designated use. That the LESSEE shall remove all such interiors and installations if so required by the LESSOR, at his own cost and expense at the time of handing over of the peaceful and vacant possession of the said Premises to the LESSOR either at the time of expiry of the present lease deed or its earlier termination.

To install telephone connections at its own costs and to faithfully pay the bills thereof, subject that if required the LESSOR shall execute such NOC's as the Department of Telecommunications may require for such purpose.

To obey the rules, guidelines, terms as stated by Builder/ Maintenance Agency in the agreement between the Lessor and the Builder/ Maintenance Agency.

10. LESSOR's Covenants

The LESSOR hereby covenants with the LESSEE to observe and perform the obligations as set out herein:

(i) The LESSOR covenants with the LESSEE that the LESSEE paying the agreed rent in time and observing and performing the terms and conditions on the LESSEE's part here in before contained, shall be entitled to peacefully and quietly occupy, use and enjoy the said Premises, free from any interference or objections from the LESSOR or any other person(s) claiming title to the property.

1) Abha Singh Baryal
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(ii) To allow the LESSEE to install additional air conditioner units, coolers, exhaust fans and other electrical appliances in a manner which causes no nuisance to the other occupants of the premises. The LESSEE shall have the right to remove all such fittings and fixtures provided the LESSEE shall make good the damages, if any, to the said Premises, except due to normal wear and tear.

11. Rights/Obligations on Termination/Expiry:

In case the lessee, violates any of the conditions of this agreement or does not pay the lease charges for two consecutive months, or without cause the lessor have overriding power to terminate the said lease by giving one month notice notwithstanding anything contained anywhere in this agreement.

On the expiry or the earlier termination of the Lease in accordance with the provisions of this Lease Deed, the security deposit will be refunded by the LESSOR to the LESSEE by bank draft without any interest, simultaneously with the handing over of vacant possession of the said Premises by the LESSEE to the LESSOR, subject to deduction in lieu of any damage to the said Premises or adjustment towards arrears of rent or any charges payable by the LESSEE to any other concerned/ statutory authority.

12. Force Majeure.

The LESSEE shall not under any circumstances be responsible for any damages resulting from fire, earthquake, storm, war, civil disturbances, and other conditions or acts of God over which the LESSEE has no control. In the event that the LESSEE is unable to use and occupy the said Premises due to a force majeure condition for a continuous period of 30 days, a notice for which should be given to the LESSOR upon the commencement thereof, the LESSEE shall not be liable to pay any rent in respect of the said Premises to the LESSOR

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for this period. However, in the event that the force majeure persists beyond the period of thirty days, the LESSEE shall have the option of terminating the lease forthwith. In the event that the LESSEE does not exercise this option, the rent for the premises shall continue to be paid to the LESSOR as before.

13. Insurance.

The LESSOR shall not be liable under any circumstance for any loss or damage to the equipment, goods and stocks of the LESSEE and it shall be the sole responsibility and discretion of the LESSEE to obtain adequate insurance cover to protect any loss and damage due to natural disasters, fire accident, civil commotion, riots, storm, tempest flood or any inevitable accident or any other irresistible force or an act of God causing damage to its equipment, goods and stocks.

14. Repairs

That the LESSEE shall get all minor and 1 or day-to-day repairs (such as fuses and leakage in sanitary fittings, water taps) done at its own cost, but all major repairs, structural defects, leakages in electric current in the main electricity lines, bursting of sanitary/main water pipes, masonry work, structural damages, cracks in the walls etc in the said Premises shall be repaired and rectified by the LESSOR immediately upon receipt of notice from the LESSEE to the LESSOR about the same.

15. Mutual Covenants

Provided and it is hereby agreed by and between the LESSOR and LESSEE as follows:

(i) In case of breach of any of the terms by either party of this Deed of Lease, the aggrieved party shall have the right to call upon the defaulting party to remedy the breach within thirty days in writing specifying the breach by the defaulting party and in case the defaulting party fails, neglects or refuses to remedy the breach then the other party shall be entitled to terminate the Lease by giving one month prior notice notwithstanding that the terms of Lease has not expired.

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Director

D. Abachya Bandyopadhyay

(ii) That the LESSEE paying the rent hereby reserved and performing the several covenants and stipulations here in before contained on its part shall peacefully hold and enjoy the said Premises during the said terms without any disturbance and/or interruption by the LESSOR and/or any person lawfully claiming under the LESSOR.

(iii) That if the LESSOR at any time during the period of this lease or extended period thereof transfers or is dispossessed of its rights in the said Premises as a whole or in any part or parts thereof to any one person or more than one person, then in that event the LESSEE shall at torn to such transfers on same terms and conditions as are contained herein.

However a letter shall be issued by the prospective new LESSOR in favour of the LESSEE confirming that the terms herein agreed to shall be binding on the new landlord who shall also acknowledge the advance and security paid by the LESSEE to the LESSOR whose benefit shall be transferred to the new landlord and all adjustments shall be in accordance with this lease.

(iv) That at the time of the vacation of the said Premises and handing over the peaceful and vacant possession of the said Premises, the Parties shall carry out a joint inspection of the said Premises and assess the extent of damages, if any, caused to the said Premises, which damage will be compensated by the LESSEE to the LESSOR.

(v) That any notice required to be served upon the LESSEE shall be sufficiently served and given if sent to the LESSEE by Registered A/D Post at the said Premises or such other address as may be communicated by the LESSEE for the purpose or delivered to the LESSEE by hand delivery at the said Premises and duly acknowledged by the LESSEE.

(vi) That any notice which may be required to be served upon the LESSOR shall be sufficiently served and given if delivered to it by Registered A/D Post at the address given in the preamble hereof or such other address as may be later communicated by the LESSOR for the purpose or delivered to the LESSOR by hand delivery at the said address and duly acknowledged by the LESSOR

16. SEVERABILITY

In the event any of the provisions hereof are found to be void, invalid or unenforceable in any respect under any applicable law or decision, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected. The Parties agree that they shall execute such additional documents in order to give valid, legal and enforceable effect to such provisions which is/are determined to be invalid, illegal and unenforceable.

17. Waiver

Any silence or inaction on the part of either party hereof on account of violation of any of the terms and conditions by the other party shall not amount to a waiver and would not prevent any action being taken thereupon at a subsequent date.

The LESSEE undertakes to make himself available for registration of this Lease deed, as and when requested by the LESSOR. It is also undertaken by the lessee that in case he wishes to assign these rights, he shall ensure that an addendum agreement between assignee and LESSOR is duly registered.

IN WITNESS WHEREOF the parties here to have signed this Lease Deed on the day, month and year first here in above mentioned in the presence of the witnesses mentioned below.

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Director

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WITNESSES

1. Ritesh Kumar Singh

2. Alkash Kumar

Abadhya Benji'u

(LESSOR)
99 TPA ADVISORY INDIA PVT. LTD.

Randhir K.
Director

(LESSEE)