



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL

AE 210784

AGREEMENT FOR LEASE

This LEASE DEED has been made and executed at Kolkata on this the 22nd day of August, 2020, by and between

M/s **Neptune Holidays Private Limited** company within the meaning of the companies Act, 1956 having its registered office at ,113,F Matheshwartolla road, Kolkata 700046 represented herein by its Director Mr. Chandra Prakash Bhattar son of ,Sri Suraj Karan Ji Bhattar residing at Flower Valley Apartment flat No A3-303 , 493/B ,G.T.Road Howrah-711102 Kolkata ,by religion Hindu, hereinafter referred to as the "Lessor" Neptune Holidays Pvt. Ltd. - GST No. : 19AACCN9754F1Z3 (which expression shall unless it be repugnant to the subject or context, be deemed to mean and include its director or directors, successor or successors in interest and assigns etc.) of the ONE PART,

AND

M/s **Prop tiger Marketing Services Pvt. Ltd.** .. a company within the meaning of the companies Act, 1956 having its registered office at Plot no. 25, Echelon Square, Sector 32, Gurugram - 122001 represented herein by its Authorized Signatory Mr Nitin Narula , hereinafter referred to as the "Lessee" (which expression shall unless it be repugnant to the subject or context, be deemed to



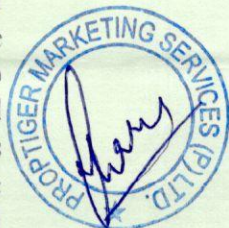
mean and include its director or directors, successor or successors in interest and assigns etc.) of the OTHER PART,

WHEREAS :

1. The LESSOR is the absolute owner and in possession of the premises situated at **Arihant Benchmark, 113/F Matheswartolla Road, Near Topsia Crossing, Axis Bank Building, 4th Floor, Kolkata 700046.** measuring 3605 sq ft (approx) super built up area along with two Mechanical car parking space (hereinafter referred to as the property) being hereby leased out which, for the sake of brevity, is hereinafter referred to as the "**the Premises/ the said Premises**", and the same is more particularly described in the SCHEDULE hereunder written.
2. The lessee has offered to take on lease the **said premises** for a period of three years And WHEREAS the lessor has agreed to this request and has agreed to grant to the LESSEE the right to use the said premises on lease for a period of three years only subject to terms and conditions hereinafter contained:

NOW THIS LEASE DEED WITNESSETH and it is hereby mutually agreed by and between the parties hereto, as follows:-

1. The lessor hereby grants to the lessee and the lessee, after being fully satisfied about the right title and interest of the Lessor over the said premises, hereby accepts from the lessor the right to use occupy and enjoy the said premises fully described in the Schedule hereunder written together with all the incidental rights to use and enjoy the said premises for a period of 3 years only commencing from the 1st September 2020, and expiring on 31st August 2023. Lock-in period applicable to both the parties shall be of 11 months from the date of commencement of the lease. After completion of the Lock-in period either party may without assigning any reasons terminate the Agreement by serving 2 months advance written notice to the other party.
2. The lessee will pay to the lessor a sum of Rs.2,40,000/- (Rupees Two Lakh Forty Thousand + GST. only) per month (the lease to be reckoned as per English calendar month) as and by way of lease rental for the use occupation and enjoyment of the **said premises** payable on or before 7th day of each respective current month without any default, deduction or abatement whatsoever, subject to statutory deduction of T.D.S. under the Indian Income Tax Act or any other law as applicable. The Lessee shall pay the rent within 15 days from the date of receipt of the correct invoice from the Lessor. The Lease period of 3 years under this Deed of Lease shall be applicable from 1st September 2020 to 31st August 2023. Lessee shall deduct the TDS on the lease Rent payable to the Lessor and shall issue the TDS certificates to the Lessor. Lessor shall provide valid GST Registration number / Certificate to the Lessee.
3. The Lessee shall be entitled to use the Premises for Commercial / official purposes only.
4. The lease rental payable as aforesaid shall be inclusive of the maintenance charges and taxes, rates, levies, other charges and impositions as applicable, which will be payable by the lessor, and the lessor shall regularly pay the same to the competent authorities punctually as and when the same becomes accrued due and payable. The Lease rent includes cost of 2 mechanical four-wheeler parking's and other maintenance charges like lift, power backup, cafeteria, etc.
5. The Lessor does hereby confirm having received from the Lessee a total sum of Rs.7,20,000/- (Rupees Seven Lakh twenty Thousand only) only vide Online Transfers on 21st August 2020, being INTEREST-FREE SECURITY DEPOSIT, to ensure due fulfillment of the obligations and due compliance of the terms and conditions of this Lease deed, which amount shall be held by the lessor as INTEREST-FREE SECURITY DEPOSIT and shall be refundable to the lessee at the expiry of the lease period on delivery of vacant and khas possession of the said



premises by the lessee upon determination/termination of the Lease or the expiry of the Lease period. In the event of the lessee vacating the said premises before the expiry of the lease period as hereinafter provided, the aforesaid security deposit shall be refunded to the lessee simultaneously with delivery of possession of the said premises by the lessee failing which the Lessee shall have the option to retain and use the **said Premises** without payment of any further Lease Rent till the entire security deposit is refunded. Lease rent and any other charges for the Notice Period shall be adjusted against the interest-free security deposit given by the Lessee to the Lessor.

6. The lessee shall regularly pay the charges for electricity consumed by the lessee in the said premises and also the charges for other utility services including telephone/s, internet, cable TV, etc. installed in the said premises directly to the appropriate authorities. There shall be no charges for common facilities like Lift, power backup, etc.
7. The lessee shall be at liberty to fix, place or display any signboard, neon sign, banner, advertisement or hoarding inside or at their main gate of the premises as required/deemed fit by him without any additional charges. Outside façade, building façade no hording or signboard can be affix by lessee.
8. The Lessee shall be at liberty to make, fix or install furniture, fixtures and fittings, interior decorations in the Premises including air conditioners, shelves, screens, racks, counters, partitions, lockets, electrical fittings, lights, fans, sunblinds, and other fittings and conveniences required by the Lessee for or in connection with the use and occupation of the said Premises. On the termination of this Agreement, the Lessee shall remove the same and make good any damage that may be caused to the premises by such removal (Normal wear and tear excepted). The Lessee shall not carry out any structural changes or alterations to the Premises. Immediately upon signing of this Deed of Lease, the Lessee may commence/start installing furniture, fixtures and fittings in the premises as required.
9. This lease is granted to the lessee for its personal use and for the specified purpose mentioned herein only, and the Lessee shall have no right whatsoever to assign, sublet or sublease the said Premises, or allow any outsider person to use the said premises, for any purpose, at any time, for any period, under any circumstances whatsoever. The Lessee may allow use of the said premises by its associate companies and subsidiaries.
10. The Lessee shall have right and entitlement to terminate this Agreement at any time before the expiry of the said period of the lease period by giving to the Lessor two month's prior notice in writing, after lockin period else they have to pay for lockin period plus notice period rent.
11. That the lessee observing the terms and conditions of this Agreement will be allowed to peacefully enjoy the said premises without any interference from the lessor or any person lawfully claiming under them or in trust for the Lessor during the Lease period.
12. The lessor hereby covenants with the lessee to keep the lessee and its officers indemnified and harmless against all claims, demand, damage, costs and disputes of any nature whatsoever by any person against the lessee arising due to defects in title or approvals from the competent authorities or the permitted occupation and use of the Premises by the Lessee, or arising due to any act of commission or omission on the part of the Lessors or any misrepresentations regarding its commercial usage whereby the Lessee's right to use and occupy the Premises is disturbed, avoided, forfeited or extinguished.
13. Being the full and absolute owner of the said Premises, the Lessor shall have every right to sell the Premises to any prospective buyers during the subsistence of this Lease, but in such an event, the Lessor shall give a notice of his such intention to the Lessee prior to the execution of the Sale Deed. Besides, the Lessor shall disclose to



such transferee about this Deed of Lease, and shall ensure to incorporate such covenant in the Sale Deed/Sale Agreement etc. so that the new transferee/Purchaser/Owner abides by all the terms and conditions of this Deed of Lease for residual term including the refund of the Security Deposit to the Lessee, and also so that the lessee will be able to continue to use occupy and enjoy the said Premises without any interruption/obstruction/objection from the new transferee/Purchaser/Owner. Further the Lessor will pay to the Lessee the costs if any arising due to this change of ownership of the Premises. In case of any change in ownership of the premises the Lessee shall be entitled to terminate the Agreement without serving any notice period.

14. The Lessee shall be entitled to use the Premises for the purpose of its business on 24 hours a day everyday basis at its sole discretion without any restrictions or limitations to the working days or hours of use of the Premises.
15. At all times during the term of this agreement, or any renewed period of extension thereof if any, the Lessor shall ensure uninterrupted supply of water to the said Premises, shall undertake all major repairs including structural repairs of the Premises including the walls, roofs, drainage systems etc. within a reasonable time upon receipt of a written notice from the Lessee about the same, failing which the Lessee shall be entitled to get the repairs done at its own costs and claim reimbursement of the costs pertaining to such repairs from the Lessors. However, all minor and day to day repairs, general maintenance, etc. will be the responsibility of the Lessee. The Lessee shall upkeep the interiors of the said Premises, its electrical, sanitation and plumbing fixtures, etc. in good and tenantable condition, reasonable wear and tear being excepted. The Lessor and/or their duly authorized agent/s shall at all reasonable times be entitled to inspect the Premises at mutually convenient time.
16. In case of genuine requirement of additional power by the Lessee, the Lessor shall cooperate the Lessee in getting such additional load factor at the cost of the Lessor .
17. Each and every clause of this Deed of Lease shall be independent of each other. So if a dispute arises in respect of a particular clause of this Deed of Lease, on any reasonable ground including inconsistency or incongruity or unenforceability of a particular clause with the other clause/clauses of this Deed of Lease, then irrespective of pendency of resolution of such dispute, then the concerned clause shall be separable from other clauses of this Deed of Lease and the other clauses/terms and conditions of this Deed of Lease shall continue to be binding on the Parties hereto.
18. Any notice intended to be served by any one Party to the other shall be deemed to be properly and validly served if it is delivered under proper receipts/acknowledgements or sent by Registered post with acknowledgment due or through couriers of high repute.
19. If the lessee fails to pay the lease rental for any month on or before the due date, i.e. on or before 10th working day excluding Saturdays and Sundays of each respective month even after receiving the valid invoice from the Lessor, then in that event the lessee shall have to pay to the lessors the lease rental immediately thereafter, but for such overdue/holdover period, the lessee shall have to simultaneously pay to the lessors a further additional sum therewith being simple interest thereon calculated @ 12% per annum for the holdover period/period of delay. However, if the Lessee fails to pay the rent for three consecutive months within the respective due dates, then the Lessors shall have the right to terminate this Agreement at its sole discretion. Upon such termination by the Lessor, the Lessee shall have to pay to the Lessor the Lease Rental on pro-rata basis calculated upto the date of such termination, and shall hand over the Premises to the Lessor forthwith.
20. GST will be borne by the Lessee if applicable.
21. That after a period of every one year, the monthly lease rental shall be revised by 5%.



22. This Agreement shall alone govern the respective rights and obligations of the Parties hereto.
23. Both parties shall cooperate with each other in getting this Deed of Lease registered as soon as possible at the costs of the Lessee. All costs for such Registration, including stamp duty, registration fees, legal fees and all related fees/costs/expenses would be borne by the Lessee in full.
24. That in case of any disputes or differences arising between the parties hereto, the same shall be referred to arbitration under the provisions of the Arbitration and conciliation Act, 1996 or as amended from time to time, and the arbitrator's decision in the matter shall be final and binding upon both the parties here to. The place of arbitration shall be as decided mutually by the parties, and the language used shall be English. However, where the process of law so necessitates then the Parties hereto may proceed to the competent honourable courts under Kolkata jurisdiction only, for matters such as enforcement of arbitral awards granted under this clause, or for seeking such interim reliefs as necessary, etc.
25. Annexure A Attached with this Deed having details of furniture & Fixtures .Given to Lessee by Lessor for Office Use Only ,Inventory should be Given Back to Lessor By Lessee at the Time of Vacant the Office
26. Lift facility shall be provided by the Lessor without any additional charges
27. Small cafeteria where vending machines can be installed without any additional charges
28. It is included in the monthly rent and no other charges shall be payable by the Lessee for power back up
29. Lessee shall be using the office premises for its business purposes and is allowed to work 7 days a week. However, all the services will be available between 8AM to 8PM. It is further clarified that the Lessee is not required to pay any extra charges for usage of the premises on any other public holiday, if required.
30. Lessor will provide space for affixing name plate next to the lift on the ground floor at the entrance of the premises without any additional charges.
31. Force Majeure: If the whole or any part of the said Premises shall at any time during the term of the lease be rendered unusable for the Lessee due to any *force majeure* circumstances including pandemic / epidemic, any government directive, storm, tempest, flood, Act of God, act of terrorism, war or any other irresistible force or the Lessee is deprived of the use of the said Premises for reasons not attributable to the Lessee, then the Lessor hereby undertakes to restore the said Premises as expeditiously as possible or, as the case may be, to remove the impediment in its use and occupation as expeditiously as possible. Notwithstanding the foregoing, upon the happening of any such event as aforesaid, all the obligations of the Lessee and the Lessor towards each other including the obligation to pay Lease Rent as per this Agreement shall remain suspended during the period the Lessee is deprived of the use of the said Premises or any part thereof. The Lessee shall also have the option to terminate the Lease after the event by giving one month's notice and without payment of any rent in lieu thereof and without incurring any liability to pay any other amount whatsoever to the Lessor. The applicable terms may also be decided after mutual discussion between the Parties.



LIST OF FURNITURE , FIXTURE, And APPLIANCES As per shared in excel format attached on mail

THE SCHEDULE ABOVE REFERRED TO:
(THE PREMISES/THE SAID PREMISES)

ALL THAT THE Arihant Benchmark, 113/F Matheswartolla Road, Near Topsia Crossing, Axis Bank Building, 4th Floor, Kolkata 700046.admeasuring 3605 sq ft (approx) super built up area along with two Mechanical car parking space

IN WITNESS WHEREOF THE parties hereto have hereunto set and subscribed their hands and seals the day month year first written above.

Signed and delivered by the said lessor & lessee at Kolkata on this theth day of in the presence of:

WITNESSES:

1. *Saurav Halder*

2.. *Rohit Vtas*



(Signature of the Lessor)



(Signature of the Lessee)