



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

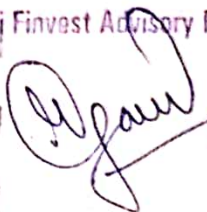
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LEASE AGREEMENT

THIS LEASE DEED is made and executed at Siliguri, West Bengal on this 21<sup>st</sup> Day of September, 2021

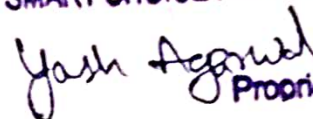
BY AND BETWEEN:

Baleji Finvest Advisory Pvt. Ltd.

  
Director

PAGE 1

SMART CHOICE REALTORS

  
Proprietor

NON JUDICIAL STAMP

SL. NO.....1672.....  
ISSUED SRI/SMT. *Balaji* *Finvest Advisory Ltd (P)*  
ADDRESS.....*Siliguri*  
Rs.....*1000/-*  
STAMP PURCHASED FROM TREASURY NO:-1

*Pradip*  
PRADIP CHAKRABORTY  
STAMP VENDOR  
LICENCE NO.-1 OF 79-80  
ADDL. D.S.R. OFFICE, RAJGANJ  
JALPAIGURI  
DATE NO.....*10/05/19*

SMART CHOICE REALTORS  
Program



**M/S BALAJI FINVEST ADVISORY PRIVATE LIMITED (CIN-U74140WB2010PTC150947)** a company incorporated under Companies Act 1956 having registered office at Metro Heights, Commercial Block, Opposite Club Town Apartment, Sevoke Road, Siliguri, Dist. Jalpaiguri – 734 001, West Bengal represented by its director Manish Kumar Agarwal. S/o- Kundan Mal Agarwal Hindu by religion, business by occupation, resident of Metro Heights, A4, Sevoke road, Siliguri Dist. Jalpaiguri – 734 001, West Bengal (hereinafter referred to as the “LESSOR” (which expression shall unless excluded by or repugnant to the context be deemed to include its members, executors, successors, representatives’ administrators and assigns) of the “FIRST PART”.

**AND**

**M/S. SMART CHOICE REALTORS**, a Proprietorship Firm having its registered office at **Metro Plaza, 2<sup>nd</sup> Floor, opposite Maharaja Restaurant, S.F. Road Siliguri – 734 005, DIST Darjeeling, West Bengal**, represented by its Proprietor **Mr. YASH AGARWAL**, S/o. Rajesh Agarwal, Hindu by religion, business by occupation, resident of 33/34 DENA BANK BUILDING (hereinafter referred to as the "LESSEE") (which expression shall unless excluded by or repugnant to the context be deemed to include its members, executors, successors, representatives administrators and assigns) of the “SECOND PART”.

AND WHEREAS THE LESSOR is in lawful possession (on the basis of agreement to sell) and has clear, absolute and unrestricted title in the commercial property situated at the Fourth Floor of **Metro Heights, Commercial Block, Opposite Club Town Apartment, Sevoke Road, Siliguri, Dist. Jalpaiguri – 734 001, West Bengal.**

**NOW THIS DEED WITNESSETH AS UNDER:**

**1. GRANT OF LEASE**

Subject to the due performance, observance and compliance of all the terms and conditions and covenants herein contained and subject to the payment of rent and all other payments/charges as mentioned herein, THE LESSOR hereby grant to THE LESSEE, the LEASE of the SCHEDULED PREMISES on the basis of the terms and conditions contained in this LEASE DEED having lumpsum carpet area admeasuring 200 square feet approx.

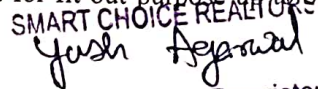
**2. PURPOSE**

THE LESSEE shall use the SCHEDULED PREMISES solely for the purpose of **PROPERTY BROKER** business and other related activities and shall at all times during the currency of the present LEASE DEED keep all licenses/permissions to run/operate the said business and allied services thereto. Under any circumstance, the LESSEE is not given the right to use the SCHEDULED PREMISES for the purpose of any other illegal or immoral business/ activities.

**3. LEASE COMMENCEMENT DATE, RENT COMMENCEMENT DATE AND FIT-OUT PERIOD.**

3.1 The LEASE granted herein will commence from the date of execution of the present LEASE DEED between the parties i.e., **1<sup>st</sup> Day of September 2021** (hereinafter referred to as the LEASE COMMENCEMENT DATE). The LESSORS herein undertakes that it shall hand over the possession of the SCHEDULED PREMISES to the LESSEE for fit-out purpose up to **31<sup>st</sup> Day of August, 2022**

Balaji Finvest Advisory Pvt. Ltd.  
  
Director

SMART CHOICE REALTOR  
  
Proprietor

3.2 If the LESSOR fails to provide and comply with all the terms and conditions as mentioned in this LEASE DEED before the RENT COMMENCEMENT DATE then the LESSOR undertakes to compensate all the running expenses of the commercial premises/ centre (diesel consumption etc.).

#### **4. LOCK IN PERIOD**

It is agreed between the Parties that the period of 11 (Eleven) months from the RENT COMMENCEMENT DATE shall be regarded as the lock-in Period, during such period the LESSEE shall have no right to terminate the Lease ("LOCK-IN-PERIOD").

Provided that in the event the LEASE is terminated prior to the Lock-in Period, end date on account of default by the LESSEE or if the LESSEE surrenders the SCHEDULED PREMISES during Lock-in Period, then the LESSEE shall be liable to pay to the LESSOR lease rentals for the entire Lock-in-Period or balance thereof depending upon when such termination or surrender takes place. The LESSOR cannot terminate the present LEASE DEED during the entire nine years, except as provided in the termination clause hereinafter appearing.

#### **5. RENTALS & RENTAL ADVANCE**

5.1 In consideration of rent herein reserved and the covenants and conditions hereinafter contained and to be observed on the part of the LESSOR and the LESSEE, the LESSOR hereby demise UNTO the LESSEE the said PREMISES" for a period of 11 (Eleven) months with effect from the RENT COMMENCEMENT DATE.

5.2 For the purposes of computation of the rent payable by the LESSEE, in consideration of the rights conferred by THE LESSOR on THE LESSEE, during the TERM of 11 months.

(a) With effect from the RENT COMMENCEMENT DATE for a period of 11 (Eleven) months thereafter, THE LESSEE shall pay to THE LESSOR by way of rent for the said PREMISES, Rs. 5,000/- per month.

5.3 The LEASE RENT shall be payable in advance by THE LESSEE to THE LESSOR by the 10th day of each English calendar month. The payment shall be made to THE LESSOR after deducting TDS (if applicable as per the norms of Income Tax Act, 1961) by THE LESSEE. The LESSOR shall also issue written acknowledgement after receipt and actual credit of lease rent. Separate TDS certificates shall be issued by the LESSEE.

#### **6. SECURITY**

The LESSEE not required to pay any security money to LESSOR.

#### **7. MODIFICATION / ALTERATION IN THE SCHEDULED PREMISES**

7.1 The LESSOR hereby agrees and confirm that the LESSEE shall have the right, to modify, renovate and refurbish the SCHEDULED PREMISES and shall also have the right to change flooring, wall finish, install temporary partitions, wooden panels, air-conditioning unit or units, lighting, fans, computers, UPS, other electrical or electronic appliances and the like as may be required by the LESSEE.

7.2 On the expiry or earlier termination of this LEASE DEED, the LESSEE shall be entitled to remove all LESSEE's equipment, units, fixtures, fittings, appliances etc. without CHOICE of the basic structure of the SCHEDULED PREMISES.



## 8. TAXES & OTHER OUTGOINGS

8.1 THE LESSOR shall be liable to pay the present and future property related taxes in respect of the SCHEDULED PREMISES. These taxes can be Corporation Tax, Rent Tax, Property Tax and any other tax of similar nature which is imposed by the Appropriate Government.

8.2 THE LESSOR shall obtain all the necessary permission, approvals and consent from the concerned authorities, departments etc. for any and all clearances for the peaceful possession of the property.

8.3 Service Tax, if applicable shall be payable by the LESSEE over and above the rent, in terms of the requirement specified under the service tax rules after submission of the invoices by the LESSOR. Any other tax levied by the Appropriate Government on the Rent shall be borne by the LESSEE.

## 10. SIGNAGES

The LESSEE shall be allowed to put up their signage at their allocation of the premises. The LESSEE undertakes to bear any cost with regard to the fees/ tax etc. on the putting up of these signages which may be imposed by any government authority.

## 11. LESSEE'S COVENANTS

11.1 The SCHEDULED PREMISES shall be utilized by the LESSEE solely and exclusively for carrying on the business of Property Broker Business under the brand/trade name **M/s. Smart Choice Realtors** in the SCHEDULED PREMISES and shall not carry out any other business or activity from the said SCHEDULED PREMISES throughout the period of LEASE.

11.2 THE LESSEE shall pay the rent regularly as aforesaid on or before the 10th of every English Calendar month in advance. In case the LESSEE fails to pay any three months' rent as stipulated herein the LESSOR shall be entitled to terminate this lease by giving 60 (Sixty) days notice to the LESSEE at the address given above. If above event happens during lock in period, then LESSOR has right to forfeit security deposit & also entitle to ask balance period rental.

11.3 THE LESSEE shall pay the electricity and water supply charges that will be levied by the Government or any other Authorities to make the payment of electricity and water supply charges. All liabilities and demands relating to proper usage of meters shall be borne by LESSEE.

The LESSOR shall provide with electric load as required by LESEE, single electricity connection with an electricity meter at its own cost and expense. The LESSEE may at its cost and expense obtain additional electricity load that may be required by it. The LESSEE shall be fully entitled to receive the refund of any additional security deposit made by the LESSEE with the concerned authority. The LESSOR agrees to co-operate for obtaining additional power load.

11.4 THE LESSEE shall not sub – lease, sublet, assign or otherwise part with the possession of the SCHEDULED PREMISES in favour of any Third party. The LESSEE shall not be entitled to create any Third-Party interest of any nature in whole or part of the SCHEDULED PREMISES.

11.5 THE LESSEE shall permit THE LESSOR with prior permission to enter into the SCHEDULED PREMISES at all reasonable times for the purpose of examining the state and condition and if necessary for repairing and part of the SCHEDULED PREMISES.

Baleji Finvest Advisory Pvt. Ltd.  
Director  
*M. Chauhan*

SMART CHOICE REALTORS  
*Yash Agrawal*

and all services, drains, pipes, cables and other convenience belonging to or used for the SCHEDULED PREMISES in good order and condition.

11.6 THE LESSEE shall hand over the vacant and peaceful possession of the SCHEDULED PREMISES at the expiry or sooner on determination of the LEASE PERIOD.

11.7 THE LESSEE shall take out an insurance policy for all the movables stored in the SCHEDULED PREMISES belonging to the LESSEE including the stocks, Air conditioning equipments insured against all losses with an insurance company of repute at its own cost and expenses.

## **12. TERMINATION**

12.1 The LESSOR cannot terminate the present Lease Deed during the entire period of Eleven months i.e., the fixed term of this lease. However, in case the LESSEE fails to pay any three months' rent as stipulated herein the LESSOR shall be entitled to terminate this lease by giving 60 (Sixty) days written notice to the LESSEE at the address given above. If above event happens during lock in period, then LESSOR shall be entitled to ask balance lock-in period rental. Before vacating the SCHEDULED PREMISES, THE LESSEE must clear all the dues including, electricity dues, telephone dues, and the rent for lock in period etc.

12.2 The LESSEE shall have the right to terminate the present LEASE DEED at any point during the subsistence of this LEASE DEED after the expiry of the LOCK IN PERIOD. The LESSEE shall be duty bound to give three months written notice to the instant LESSOR before terminating the present LEASE DEED.

## **13. RENEWAL OF LEASE DEED**

After the expiry of the Lease period, the lease shall be renewed at the option of the LESSEE for further terms mutually agreed terms of lease period and new lease rent. The notice for renewal may be given by the LESSEE to the LESSOR on or before 3 months from the date of expiry of the lease period.

## **14. MISCELLANEOUS**

### **14.1 ENTIRE AGREEMENT**

This LEASE DEED, along with its Schedules, constitutes the entire agreement between the Parties and save as otherwise expressly provided, no modification, amendment or waiver of any of the provisions of this LEASE DEED shall be effective unless made in writing specifically referring to this LEASE DEED and duly signed by the Parties hereto.

### **14.2 CONFIDENTIALITY AND EXCLUSIVITY**

LESSOR and LESSEE covenant that they shall, at all times, keep confidential all information with respect to the terms and conditions of the LEASE DEED and all other congruent Agreements signed or may be signed by the Parties relating to the SCHEDULED PREMISES.

SMART CHOICE REALTORS  
Yash Agarwal  
Proprietor



### 14.3 FORCE MAJEURE

If the Building, including the SCHEDULED PREMISES or any part thereof be destroyed or damaged by fire (not caused by any will full act or negligence of the LESSEE), earthquake, tempest, flood, lightning; atmospheric disturbance or any other act of God; riots, terrorism, impact by vehicles and by aircrafts or articles dropped from aircrafts, violence of any army or mob or enemies of the country or by any other irresistible force, or the orders of any statutory authority ("Force Majeure") so as to render the SCHEDULED PREMISES unfit for the LESSEE's use under this LEASE DEED, the LESSEE shall have the option to terminate the Lease (subject to the continuance of the Force Majeure period beyond 60 (sixty days) by providing a 30 (thirty) day notice in writing and under such circumstances, lock-in period of three years is not applicable.

### 14.4 NOTICES

Any notice or other communication to be given by any Party to the other Party under, or in connection with the matters contemplated by this LEASE DEED shall be in writing and shall be given by letter delivered by hand or sent by a reputed courier or registered, Speed A/D post or facsimile.

### 14.5 ARBITRATION AND JURISDICTION

14.5.1 All or any disputes arising from or out of or touching upon or in relation to the terms or formation of this LEASE DEED or its termination, obligations of the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration by a Sole Arbitrator shall be appointed by mutual consent of the parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications or re-enactment thereof for the time being in force. The venue of the arbitration shall be at Siliguri.

14.5.2 Jurisdiction of all legal matters shall be the courts in the city of Jalpaiguri. The Courts at Jalpaiguri alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this Lease Deed.

### SCHEDULE

All that piece of property admeasuring super-built up area 600 sq. ft., in the Fourth Floor of the building named as **Metro Heights, Commercial Block, 4<sup>th</sup> Floor, Sevoke Road, Siliguri, Dist. Jalpaiguri – 734 001, West Bengal** constructed on the land situated in Mouza- Dabgram, comprised under Khatian No. R.S. 558 and 569/1, Plot No. R.S 234, 235, 237, and 238, J.L. No.2, Pargana Baikunthapur, Sheet No. 08, Ward No.41, within the limits of Siliguri Municipal Corporation, P.S. Bhaktinagar, in the District of Jalpaiguri.

The said premises is bounded and butted as follows: -

North ... Commercial space of Balaji Finvest Advisory Private Limited

South ... Staircase and Statutory open space

East ... 10 Feet wide passage

West ... Statutory open space

SMART CHOICE REALTORS  
Gosh Agarwal  
Proprietor

IN WITNESS WHEREOF THE LESSOR AND THE LESSEE hereto have subscribed their name, executed and delivered these presents at Siliguri, on the date, month and year first above written:

**SIGNED AND DELIVERED BY THE WITHIN NAMED "LESSOR"**

Balaji Finvest Advisory Pvt. Ltd.

 Director

**Manish Kumar Agarwal**

**(Director of Balaji Finvest Advisory Private Limited)**

**SIGNED AND DELIVERED BY THE WITHIN NAMED "LESSEE"**

**SMART CHOICE REALTOR:**

  
Proprietor  
**Yash Agarwal**

**(Proprietor of Smart Choice Realtors)**

**IN WITNESS OF:**

- 1) SUKUMAR DAS
- 2) S/o - Late Shashi Das  
Sarat Chandra Pally  
Haridwar, SLG - 06