

Sl. No. 04 2020..

Notarial Certificate

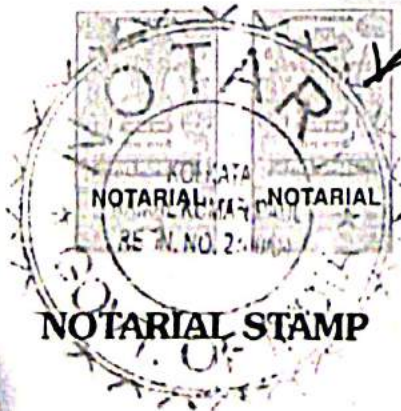
To all to whom these present shall come, I, Kamal Kumar Paul duly appointed by the Government of India as Notary and practising within the city of Kolkata. W.B. Union of India do hereby certify that the paper writings collectively marked 'A' annexed hereto, hereinafter called the paper writings. 'A' are presented before me.

Executed by Dipak K. Roy and others (as per Original Account the Same)

hereinafter referred as the "executant/s" on the 01 SEP 2020 in the year Two Thousand ✓

The "executant/s" having admitted the execution of the paper writings "A" and being satisfied as to the identity of the executant I have attested the execution.

In faith and testimony whereof, I, the said Notary, have hereinto subscribed my name and affixed my seal of office this 01 SEP 2020 day of 01 20 ✓



K Paul
Kamal Kumar Paul
September, 1st, 2020

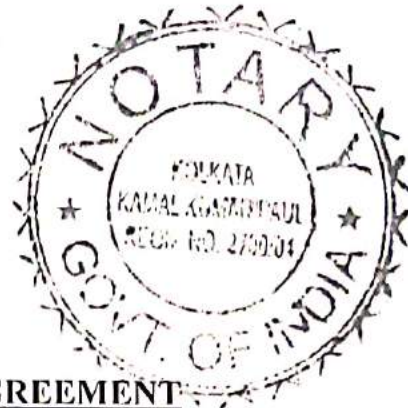
Notary
Regd. No. 2700/04
Govt. of India
CMM's Court
2 & 3 Bankshall Street
Kolkata - 700 001

01 SEP 2020



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AA 150916



RENTAL AGREEMENT

THIS AGREEMENT entered at Kolkata on this...*1st*...day of *September*....., *2020*... (Two Thousand *Twenty*.....) by and BETWEEN Dipak Kumar Kolay residing at 6, Puran Chand Nahar Avenue, Kolkata - 700013, WB, India, hereinafter referred to as "LESSOR" (which expression shall unless repugnant to the subject or context mean and include its successors in interest and/or assigns) of the ONE PART.

✓
KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd No. 2700/04
C.M.'s Court
6/3 Bankshall Street
Kolkata-700 001

Susanta Saha

01 SEP 2020

13370

Sold to.....	Manas Des Gupta AOR
Address.....	High Court Calcutta
Value.....	50
25 AUG 2020	
L.S.V., High Court Abhijit Datta High Court, A.S	

AND



Susanta Saha, Son of Atul Chandra Saha, residing at 26, Rabindra Pally Main Road, North, Dum Dum (m) Nimta, North 24 Parganas, WB, - India, 700049 hereinafter referred to as the (hereinafter referred to as '**LESSEE**') (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors, successors-in-interest, nominee or nominees and assigns) of the **SECOND PART**

WHEREAS:

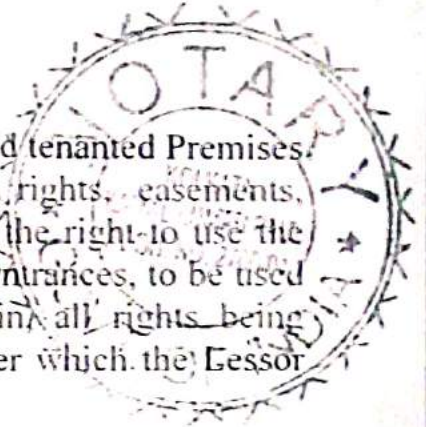
- A. Lessor has represented and warranted to Lessee that Lessor is in lawful physical possession and enjoyment of property measuring **about 90 Sq.ft (super built up area) be the same a little more or less comprising of Office table space Building on the ground floor of the building** situate lying at and Table space being Premises No. Ground Floor 60 A, PANKAJ MULLICK SARANI, KOLKATA-700019, WB, INDIA, District of KOLKATA, (hereinafter 'Said Property') by virtue of the Tenancy Deed dated Executed by and between Superior Landlord/Lessor Dipak Kumar Kolay and Susanta Saha, the Lessee herein.
- B. Lessor has agreed to give on rent and Lessee has agreed to take on monthly rental basis the said property admeasuring **about 90 Sq.ft. (super built up area) be the same a little more or less comprising of Office table space Building on the Ground Floor of the building** situate lying at and Table space being Premises No. 60 A, PANKAJ MULLICK SARANI, KOLKATA-700019, WB, INDIA, under Police Station- Ballygunge District of Kolkata, as more particularly detailed in Schedule hereunder written (hereinafter referred to as 'Said Tenanted Premises') for the purpose of **using the said tenanted premises as Office table space Building.**
- C. Lessor has the absolute right to use, occupy, posses and give on rental basis the Said Tenanted Premises, together with all the rights, title and interests in Said Tenanted Premises for the beneficial use, uninterrupted occupation and enjoyment of Said tenanted Premises, without any hindrance whatsoever.

Lessee shall use the space for office use only intends to take on rental basis Said tenanted Premises having area of **90 Sq.ft. super built up area** as **fully mentioned in First Schedule hereunder written and shown in the Sketch plan annexed herewith, which forms an integral part of this Agreement for the purpose office table space flat for personal use only and the Lessor has**

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agreed to give on monthly rental basis to the Lessee the Said tenanted Premises as office use, as mentioned above together with all rights, easements, advantages and appurtenances attached thereto, including the right to use the common areas and facilities such as, staircases, passages, entrances, to be used by Lessee on the terms and conditions contained herein, all rights being consistent with the terms of the Tenancy Agreement under which the Lessor holds the tenanted premises.



NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

1. **Grant of Tenancy**

Lessor hereby grants to Lessee, the Said Tenanted Premises for Term, as defined hereinafter, for the purpose of office space only.

2. **Tenure**

- a. Lessor has granted the Lessee the right to use, occupy and enjoy the said Tenanted Premises as Office table space flat/unit for personal stay only for a period of (2+2) = 4 years & renewal.
- b. This Agreement shall be effective from 01/09/2020 (hereinafter referred to as 'Effective Date').

3. **Rent & Interest-free refundable Security Deposit**

- a. **Rent** – Lessee shall pay to Lessor a sum of Rs.1000/- (Rupees One Thousand) only per month within 7th day of every current month as rent inclusive of Municipal Taxes and monthly Maintenance in respect of the said Tenanted Premises and GST as payable. Rent shall be subject to deduction of tax at source (TDS) under the Income Tax Act, 1961 and Lessee shall furnish to Lessor certificate of tax deduction at source, within the period stipulated in the Income Tax Act, 1961 and the rules made there under. The Lessor shall pay service tax, if any, as may be required under law and shall not claim the same from the Lessee separately. The Lessor shall raise the Bill for the requisite rent (inclusive GST) every month and the Lessee shall deposit the said amount in the bank account of the Lessor (to be notified by the Lessor) through ECS/Cheque on the 1st day of every month.

In addition to the rent reserved above, the Lessee shall also pay Maintenance (inclusive of rent) to the Service Provider/ Lessor **Dipak Kumar Kolay**, as stipulated in the Agreement executed with the said Lessee (hereinafter referred to as the said Maintenance and Service Agreement).

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- b. It is agreed that the Lessee shall not be entitled to claim any deduction or abatement whatsoever on the payment of Rent under this Agreement and Maintenance and other Charges under the said Maintenance and Service Agreement.
- c. It is further agreed that in the event the Lessee shall decide not to avail service from the said Service Provider/Lessor **Dipak Kumar Kolay** in that event also the Lessee shall have to pay rent reserved herein and Maintenance and other Charges under the said Maintenance and Service Agreement.
- d. **Interest Free refundable Security Deposit-** The Lessee shall also pay a sum of Rs. 5000/- (Rupees Five Thousand) only as refundable interest free security deposit to the Lessor.
- e. This security deposit shall be refunded to the Lessee by the Lessor on expiry and/or termination of this Agreement or the said Maintenance and Service Agreement. However, it is hereby agreed by both the parties that if any outstanding dues on account of Rent /unpaid bills for actual consumption of electricity, water or other charges and damages to the fittings, fixtures, furniture including damages due to Fire etc. other charges under the said Maintenance and Service Agreement, such amounts, will be deducted from the security deposit and only the balance will be refunded to the Lessee.
- g. The Lessee shall bear and pay the cost of repairs and maintenance of the Said Tenanted Premises together with any improvement as would be deemed necessary and fit and such work will only be done with the written consent of the Lessor.
- h. **Escalation** – In expiry of every 2 (Two) year term, the Parties agree that there shall be 8% enhancement on the last paid monthly Rent and Maintenance and other Charges under the said Maintenance and Service Agreement and also the security deposit.
- i. It is expressly agreed to between Parties that the Lessor shall bear the service taxes, if any, as required under applicable laws from time to time.

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4. Representations, Warranties and Covenants of Lessor

- a. Lessor has represented and warranted to Lessee that Lessor is legally competent to grant to Lessee the right for the beneficial use, uninterrupted occupation and enjoyment of Said Tenanted Premises and that Said Tenanted Premises is free from any claim, defect, litigation and dispute etc as on this date.
- b. Lessor has further represented to Lessee that the concerned Local Authority has sanctioned the unit use of Said tenanted Premises.
- c. There is absolutely no legal impediment or bar with respect to Said Tenanted Premises, which may prevent Lessor from giving on rent the Said Tenanted Premises in favor of Lessee for the purposes of Lessee carrying on the said Business from Said Tenanted Premises as Office table space Flat/Unit.
- d. Lessor hereby covenants with Lessee that during the subsistence of this Agreement and the said Maintenance and Service Agreement, Lessee shall be entitled to a peaceful and quiet enjoyment of Said Tenanted Premises without any let, hindrance, objections, obstacles, interruption or interference from Lessor, their agents or any other person, firm or body corporate claiming through, under or in trust for Lessor subject to fulfillment of the obligations on part of the Lessee.

5. **Obligations of Lessor**

- a. **Municipal Taxes** - Lessor shall be solely liable to pay and deposit Municipal taxes including any increase thereof and other demands in relation with Said Tenanted Premises and also the GST/Tax as applicable.
- b. The Lessee shall at its own cost make the Said Tenanted Premises in a tenantable condition free from any defects.
- c. Lessee hereby covenants that the Lessor shall not interfere with the possession of the Lessee if the Lessee ~~shall~~ fulfill its obligation under this agreement and the said Maintenance and Service Agreement.

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6. Representations and Covenants of Lessee

- a. Lessee is fully authorized and empowered to execute this Rental Agreement.
- b. Lessee shall obtain all types of statutory certificate from the competent authority as may be required for using the said Tenanted Premises as office.
- c. Lessee shall use and occupy Said Tenanted Premises as personal office space use only for the purposes of staying and for no other business. Lessee shall have no right to sub-let the Said Tenanted Premises or to forcefully occupy the unit after expiry of the said leave and license term period.
- d. Lessee hereby agrees that Lessee shall abide by all the rules and regulations of local authority/s and any other applicable laws for the time being in force in relation to the use of Said Tenanted Premises as office table space only.
- e. Lessee shall at its own cost, during the subsistence of this Agreement, keep and maintain Said Tenanted Premises in good and tenantable condition and if any damage is caused to Said Tenanted Premises on account of any act attributable to Lessee, Lessee shall make good such damage.
- f. The Lessee shall make all arrangements for prevention of Fire hazards in the said office table space at its own cost and expenses.
- g. Lessee shall not use Said Tenanted Premises for any gambling, immoral or illegal purposes.
- h. The Lessee will not create any hindrance or nuisance to other occupants/residents in the building.
- i. Lessee shall be responsible to pay electricity charges as per actual consumption of electricity during the term of this agreement to the power supplying company or competent authority from the date of occupation of Said Tenanted Premises by Lessee till the date of expiry of this Agreement or any earlier determination thereof.

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- j. The LESSEE shall use the said Tenanted Premises with care and caution and shall keep the same in good order and condition and upon expiration or earlier determination of this Agreement and the said Maintenance and Service Agreement, the Lessee shall leave the same in as good a condition as they were in on the date hereof and make compensation for any damage (including damages due to Fire) done or for an article missing (reasonable wear and tear and loss or damage by accident, irresistible force or act of God excepted). The Lessee shall not make any structural addition or alternation to the said Tenanted Premises.
- k. The Lessee cannot put up sign or billboard inside or outside of the Unit.
- l. That the LESSEE shall be responsible to keep internal sanitary and water apparatus of the said Tenanted Premises in good workable condition.
- m. The Lessee shall regularly and punctually pay to the Tenant the rent reserved herein and the maintenance and other charges under the said Maintenance and Service Agreement.
- n. That, the Lessee shall use the said tenanted premises as Office table space Flat/unit only and not for any other purpose, without the prior consent of the landowner/Lessor.
- o. **Statutory Permissions** – Lessee shall also ensure that all necessary statutory permissions from the relevant authority as may be required as Office table space Unit/Flat.
- p. **Compliance with all Laws** – Lessee shall comply with and ensure compliance of all provisions of the terms of this Agreement as well as other statutory provisions relating to Said Tenanted Premises and regulations, orders, directions or requirements of all the concerned authorities, and other statutory and local authorities concerning or in respect of or relating to Said Tenanted Premises, at its own cost and expense to the extent of its knowledge and information and the Lessor shall not be responsible under any circumstances.
- q. **Wiring** – Subject to the permission being granted by the Lessor, the Lessee shall be entitled to route the wiring from the electricity meter as installed by the concerned authority in Said Tenanted Premises at the cost of the Lessee.

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- r. Taxes – The Lessee shall be responsible for payment of all kind of rates and Taxes, save and except the Municipal Taxes, as mentioned hereinabove.
- s. The Lessee further covenants that after expiry or termination of this agreement or the said Maintenance and Service Agreement, the Lessee shall inform all concerned accordingly and the Lessor shall not be responsible for the said purpose in any manner whatsoever.

7. General Provisions

- a. The Lessee covenant and confirms that nothing herein contained shall be construed as creating any right, interest, easement, tenancy or sub-tenancy in favour of the Lessee in or over or upon the Said Tenanted Premises or transferring any interest therein in favour of the Lessee other than the permissive right of use hereby granted subject to the terms and conditions herein contained.

8. Restriction On Transfer

- 8.1 Lessor recognizes the fact that Said Tenanted Premises shall be taken on rental basis by the Lessee as office table space Unit "on as is where is basis". It is therefore agreed that the Lessee shall not have any right of sub letting the said Tenanted premises nor the Lessor shall change the nature of user of the said Tenanted Premises.

9. Expiration of Tenure

- a. The Lessee shall immediately on the expiry of the duration of this agreement hand over peaceful and vacant possession of the Said Tenanted premises to the Lessor including assets, furniture, fixtures, equipments etc as specified in annexed schedule.
- b. **Provided however** and notwithstanding anything hereinafter contained, it is hereby expressly agreed by and between the parties hereto that in default of payment of the rent under this agreement and maintenance and other charges under the said Maintenance and Service Agreement, to the Lessor and/or for breach of terms of this agreement by the Lessee, the Lessor shall be entitled to and shall have always the power to cancel/terminate this Agreement at his absolute discretion and reoccupy the said Tenanted premises without subjecting himself to any liability on that account and notwithstanding any intermediate negotiations or

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waiver of breach thereof when and in such an event the Lessee shall surrender the Said Tenanted premises.



10. Termination

- a. That the Parties shall be entitled to terminate this Agreement without assigning any reason at any time during the term of the Agreement upon Three months' notice in writing of its intention to do so to the other party **PROVIDED HOWEVER THAT** in the event the Lessee shall decide to surrender the occupancy of the said tenanted premises, the Lessor shall have to pay 3 month's Rent and maintenance and other charges under the said Maintenance and Service Agreement in lieu thereof and in default of such payment the Lessor shall adjust the same from the security deposit, after deducting 3 month's Rent and maintenance and other charges under the said Maintenance and Service Agreement.
- b. That notwithstanding anything contained hereinabove, if the Lessee shall fail to pay the arrears of the Rent and maintenance and other charges under the said Maintenance and Service Agreement for more than two months, the Lessor shall revoke this Agreement and the Lessee shall not have any right to enjoy occupancy of the said Tenanted Premises after termination of this Agreement or the said Maintenance and Service Agreement, as the case may be and the Lessor shall have the right to seal the Office table space Unit without prior intimation to the Lessee.

11. NOTICES

All notices to be given by one Party to the other under this Agreement shall be in writing and shall be sufficient if made (i) by personal delivery along with acknowledgement, (including delivery by any commercial delivery service with acknowledgment received); or (ii) by registered or certified mail, postage prepaid, return receipt requested; or (iii) by facsimile transmission ("Fax") to the Parties followed by prepaid registered mail at the respective addresses set forth above or to such other person or address as the Party to receive the notice has designated by notice to the other Party.

12. Handing over Possession

- a) Lessor has handed over vacant possession of Said Tenanted Premises to the Lessee.

KAMAL KUMAR PAUL
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C.I.M's. Court
* & 3 Bankshall Street
Kolkata-700 00*

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- b) On the expiry or earlier determination of this Agreement, as the case may be, vacate and hand back to Lessor Said Tenanted Premises. In such an event, the Lessor shall not object to Lessee dismantling and removing its properties, materials, equipments, fixtures, fittings including any electrical wiring and cables but shall not allow for any excavation of floors and walls for such removal. Any damage caused during such vacation of the Said Tenanted Premises shall be compensated by the Lessee adequately or by adjustment of such sum from the Security Deposit lying with the Lessor, in which event the parties herein shall mutually agree on such amount for the purpose of quantifying the damage to the tune of the prevailing market rate.
- c) Lessee shall, on the expiry or earlier determination of this Agreement, be entitled to, at its own cost, remove from Said Tenanted Premises all furniture, fixtures and fittings, equipment and/or appliances that may have been brought in and/or installed therein by Lessee without causing any damage to the sub-stratum or the walls, pillars, ceiling, etc.

13. EXCLUSION

That, in no circumstances the relationship between the parties shall be governed under West Bengal Premises Tenancy Act, 1956 or by any implication thereof or the Lessee shall not claim or demand any right under the West Bengal Premises Tenancy Act, 1997 (as amended).

SCHEDULE REFERRED TO ABOVE (THE SAID TENANTED PREMISES)

ALL THAT the about 90 Sq.ft (Super built up area) be the same a little more or less comprising of office table space on the Ground Floor of the building situate lying at and table space being Premises No. 60 A PANKAJ ULLICK SARANI, KOLKATA-700019 , under Police Station- Ballygunge , within in the District of KOLKATA, to be used as Office table space Building by the Lessee herein.

✓
KAMAL KUMAR PAUL
NOTARY GOVT. OF INDIA
Regd No. 2700/04
C.M.M's. Court
& 3 Bankshall Street
Kolkata-700 019

01 SEP 2020



IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS, THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

EXECUTED AND DELIVERED by the LESSOR at Kolkata in the presence of:

✓ 1. Amit Dey, Madhyamgram, Pin-700130.

✓ 2. Prosenjit Das Ghola, Sodepur, Kol-11

✓ [Signature]

(DIPAK KUMAR KOLAY)

EXECUTED AND DELIVERED by the LESSEE at Kolkata In the presence of:

✓ 1. Amit Dey, Madhyamgram, Pin-700130.

✓ 2. Prosenjit Das Ghola, Sodepur, Kol-11

✓ [Signature] Swanta Saha.

Signature Attested Only on Identification of LI. No. 2700/04

✓ [Signature] KAMAL KUMAR PAUL NOTARY GOVT. OF INDIA Kolkata, West Bengal

01-09-20

Identified by me

✓ [Signature]

SUJAN RAY

Advocate

C.M.M. Court, Kolkata

KAMAL KUMAR PAUL NOTARY GOVT. OF INDIA

Regd No. 2700/04

C.M.M.'s Court

33 Bankshall Street

Kolkata-700 007

01 SEP 2020

NOTARIAL CERTIFICATE

Dated

Day of

20



In the Matter of :
Instrument 'A'
And
In The Matter of :

NOTARIAL CERTIFICATE

Kamal Kumar Paul

B.Sc., B.A. (Spl.) LL.B.
Advocate & Notary

(Govt. of India)

Residence :

299, Swamiji Sarani, Kalindi (West)
Kolkata - 700 048

Phone : 6454 5528 (Resi.), Mobile : 98316 08335

E-mail : paul_kamalkumar@yahoo.com