

RENT AGREEMENT

THIS AGREEMENT is made on the 1st day of February, 2022

BETWEEN

ASHISH JAISWAL,(PAN NO. ACFPJ8464J), Son of Shri Rameshwar Prasad Jaiswal, by faith Hindu, by occupation business, residing at 51, Dr. Abani Dutta Road, P.S. Golabari, District – Howrah, hereinafter referred to called as the **“OWNERS”** (which terms unless otherwise excluded by or repugnant to the subject or context shall mean and include the heirs, successors, legal representatives, administrators and assigns to be hereinafter referred to as **ONE PART.**

AND

RAHIL DAS GUPTA, (PAN NO. DDOPD1170A), Son of Mandira Das Gupta, proprietor of company M/S Cross Roads, registered Office at Plot no. 401, Hemanta Mukhopadhyay Sarani, Kolkata – 29, hereinafter called the **HIRER** of the **OTHER PART**.

WHEREAS the owner is the owner of the Furniture and fixtures as have been detailed in the annexure I written herein below and he is in the businesses of renting out such furniture and fixtures.

AND WHEREAS on the request of the Hirer, the Owner has agreed to give the said Furniture and fixtures on hire to the hirer at the premises No. 51, Standing over a plot of land, being Plot No. 51, Block – BD in Sector – I of the Northern Salt Lake City, extension area, Police Station Salt Lake in the District of 24 Parganas(North) on the terms and conditions hereinafter appearing.

NOW THESE PRESENTS WITNESSES AS FOLLOWS:-

1. The owner shall let and the hirer shall take on hire the Furniture and fixtures specified in the Annexure I hereunder written(hereinafter referred to as the said Furniture and fixtures) from 1st February, 2022 and shall be observed the period of 60 months ending on 31st January, 2027.
2. That the monthly rent payable to owner for the Annexure I Furniture and fixtures shall be Rs. 35,000 (Rupees Thirty Five Thousand) only for the use and possession of the said Furniture and fixtures. The rent shall be effective from 1st February, 2022

and shall be observed the period of 60 months ending on 31st January, 2027.

3. That the hirer shall pay the monthly rent to the owner according to the current English Calendar month in advance on or before 10th day of every calendar month.
4. Rent shall increase @5% p. a.
5. The hirer shall use the said Furniture and fixtures in a skilful and proper manner and shall at his own expenses keep the said Furniture and fixtures in good and substantial repair and condition (reasonable wear and tear expected) and will allow the owner, his servants or agents at all reasonable times to have access to the said Furniture and fixtures and to inspect the state and condition thereof on the completion of 3 months the Hirer surrender the Annexure I Furniture and fixtures and ensure that all the same conditions when take by the Hirer on the execution of the Agreement subject to normal wear and tear which is expected.
6. If the hirer shall make default in punctual payment of the monthly sums so to be paid by him for the hire of the said Furniture and fixtures or if he shall fail to observe and perform the terms and conditions of this agreement on his part to be observed and perform, the owner may determine the hiring without any notice and it shall be lawful for him to retake possession of the said Furniture and fixtures and for that

purpose the Owner, his servants or his agents may enter into or upon any premises where the said Furniture and fixtures is installed and the Hirer will remain liable for the payment of money due to the owner this agreement or damages for breach thereof.

7. The Hirer hereby covenants with the owner that he will not omit to do any act which may result in seizure and/or the confiscation of the said Furniture and fixtures by the Central or State Government or local authority or any public officer or authority under any law for the time being in force.
8. Any time or indulgence granted by the Owner shall not affect the strict right of the owner under this Agreement.
9. In case of any dispute or difference arising between the parties regarding the meaning, construction, interpretation, breach or fulfilment or non - fulfilment of the terms and obligations of these presents or any clause or conditions thereof, the same shall be referred to the decisions and arbitrators shall before taking upon themselves the burden of reference, appoint an umpire. The submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act, 1996 or any statutory modification thereof. The award of the Arbitrator or the arbitrators, as the case may be, shall be final and binding on the parties.

IN WITNESSES WHEREOF, the parties to these presents have hereunto set and subscribe their respective hands on this respective hands on this agreement on the day, month and year written above.

WITNESSES:-

1.

SIGNATURE OF THE OWNER

2.

SIGNATURE OF THE HIRER

