

LEASE AGREEMENT

THIS INDENTURE IS MADE ON THIS THE DAY OF 1st DAY OF SEPTEMBER
2018 (TWO THOUSAND EIGHTEEN)

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BETWEEN

SMT PARMESHWARI DEVI JOSHI (PAN No. ACWPJ1537D), W/O Sri Chothmal Joshi, Hindu by faith, Occupation-Housewife, Residing at-Joshi Kunj, opposite Akashwani, 2nd Mile Sevoke road, Siliguri. West Bengal — hereinafter called the **LESSOR/FIRST PARTY** (which expression shall mean and include excluded by or repugnant to the context her heirs, executors, successors, administrators, representatives and assigns) of the FIRST PART.

AND

TECHNOCULTURE BUILDING CENTRE PRIVATE LIMITED, a Private Limited Company incorporated under the Indian Companies Act 1956 having its incorporation No. and its registered office at flat no 417, Ashiana

tower, Exhibition Road Patna- 1, Bihar — hereinafter called the **LESSEE/ SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context its office bearers, successors in office, successors in interest and assigns) of the **SECOND PART** represented by its Branch-in-Charge duly authorized for this **MISS YASODA SUNWAR** Daughter of Late Phulman Sunwar, Hindu by religion, Indian by Nationality, Service by occupation resident of Turibari, Junglee Mohal, P.O. Salugara-08, P.S. Bhaktinagar, District Jalpaiguri in the State of West Bengal.

WHEREAS:

- A) The LESSOR is the sole and absolute Owner in respect of all that a premises measuring about Sq. Ft. more or less at First floor of the building named "JOSHI KUNJ" building situated in the 2nd Mile Sevoke Road, Opposite Akashvani Bhawan, P.S. Bhaktinagar, P.O. Ektiasal-02, Siliguri, District-Jalpaiguri as more fully described in Schedule hereunder written (for the sake of brevity herein after referred to as said "office premises").
- B) The LESSEE is a Private Limited Company engaged in the real estate business and as such is in need of a office space to run its business transactions and operations.
- C) The LESSOR is no way related with the activities of the LESSEE and shall not be responsible for the acts and deeds of the LESSEE.
- D) The LESSEE having requirement of same for its commercial purpose, approached/requested the LESSOR to grant lease in respect of the aforesaid office premises for a period of 36 (Thirty Six) months which shall be counted from 1st September 2018 on lease and accordingly the LESSOR agreed.

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to grant license in favor of the LESSEE in respect of the said well Build aforesaid office premises (as more fully described in the Schedule hereunder written) for a period of 36 (Thirty Six) months counted from the 1st September 2018.

E) That now both the LESSOR and the LESSEE mutually decided to execute these presents of Leave and License in order to avoid all sorts of future misunderstandings and confusions amongst themselves.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. **That** the lease agreement in favor of the LESSEE has been executed for a period of 36 (Thirty Six) months commencing from 1st September 2018.
2. **That** the LESSOR shall pay to the LESSOR a monthly lease fees amounting to Rs.23000/- (Rupees Twenty Three Thousand only) per month for the period of 36(Thirty Six) months.
3. **That** the LESSEE shall pay the aforesaid monthly License fee in the - succeeding month accordingly on or before the 10th of English Calendar month without claiming any deduction or abatement on any account whatsoever.
4. **That** the LESSEE shall pay the proportionate share of the common maintenance expenses amounting to Rs.920/-(Rupees Nine hundred twenty) only per month on time to the LESSOR.
5. **That** the Lessee shall pay a sum of Rs.80,000/-(Rupees Eighty Thousand)only as interest free refundable security deposit to the Lessor and on completion of the lease period the Lessor shall be liable to refund the security deposit without interest subject to peaceful physical handover of the aforesaid office premises by the Lessee to the Lessor.
6. **That** on the expiry of the aforesaid lease period on 31st August 2021and on the request of the LESSEE in writing before one month from the date of expiry of License Period, the LESSOR at her own free will and liberty can renew the license for a further period as required by the Lessee.
- 7 **That** if the Lessor sells, transfers, bequeaths, gifts, mortgages or in any manner transfers ownerships or control of the office premises forming subject matter of these presents, the lease shall remain effect for full period of the lease period.
8. **That** the LESSEE shall be entitled to get the electricity conlction in its own name from WBSEDCL, the Lessor shall provide NOC to the WBSEDCL in this regard.
9. **That** the LESSEE herein shall at its own cost keep the aforesaid office premises in good and tenantable condition and also at its own cost make good the broken doors, window, fittings etc. excluding the liability arising out riots and act of God and normal wear and tear.

10. **That** the LESSOR shall not be responsible for repairs or damages arising out of negligence of LESSEE. All repairs will be made by the LESSEE.
11. **That** the Municipal Corporation holding Tax and property taxes on the office premises shall be paid by the LESSOR.
12. **That** the LESSEE agrees that it shall not in any manner assign, transfer, sublet or otherwise part with the possession of the said office premises or any part thereof in favour of any person or party whomsoever.
13. **That** the LESSEE agrees that it will use the said office for business/commercial purposes only and not for creating any sorts of nuisance.
14. **That** the LESSEE hereby undertakes not to conduct any illegal/ antisocial / immoral / indecent activities in the said office premises.
15. **That** the LESSEE shall not expose the LESSOR to any damage, loss, harm due to any legal/ Government/ Society's action or any action by the person so affected by the misdeeds of the LESSEE.
16. **That** the LESSEE shall not store any injurious goods or combustible substance in the said premises which may injure or damage the office premises or the building.
17. **That** the LESSEE shall observe all the rules, regulations now in force or as may be imposed hereafter by the concerned Society, Government and Municipal Authorities in respect of its use and occupation of the said office premises from time to time.
18. **That** the LESSEE shall permit the LESSOR and her agent during office hours to enter upon and inspect the condition of the aforesaid office premises.

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19. **That** the LESSEE binds itself to vacate and handover the peaceful vacant possession of the said office in good order and condition, normal wear and tear expected removing itself together with all its articles/things on completion of the License period i.e. on 31st August 2021 to the LESSOR.
20. **That** the LESSOR and the LESSEE hereby agrees with each other that if the Lessor hereof decides to terminate these presents earlier than the stipulated period herein above, then the Lessor shall serve a three clear months notice to the Lessee

and in case if the Lessee decides to terminate then it shall serve a one month notice expressing such intention and accordingly the said agreement shall be terminated & determined upon the expiry of the said notice period.

21. That in case of any disputes, doubts or differences arising between the parties hereof during the continuance of the license or afterwards regarding the interpretation of the contents of these instruments of this agreement or regarding any matter or transactions then the same shall be referred to Arbitration under the Arbitration and Conciliation Act and all the disputes shall be subject to the jurisdiction of the Siliguri court.

SCHEDULE AS REFERRED TO ABOVE

All that well built office premises measuring more or less Sq. ft. on First floor of the building named " JOSHIKUNJ" Building constructed on the land appertaining to Plot No. 894(C.S), 380(Old), of Mouza Dabgram-08 reorded in Khatian No. 578(R.S), 1129(L.R) situated at 2nd Mile Sevoke Road, P.S. Bhaktinagar, P.O. Ektiasal-02 in the District of Jalpaiguri.

The aforesaid building Joshi Kunj is butted and bounded as follows: -

NORTH: ABA MEDICAL,

SOUTH : LAND AND HOUSE OF DILIP GUPTA,

EAST : SEVOKE ROAD,

WEST : LAND OF THE LESSOR,

IN WITNESS WHEREOF the parties have set and subscribed their respective hands and seals on the day month and year first written above.

WITNESS:

1

(LESSOR)

2.

(LESSEE)