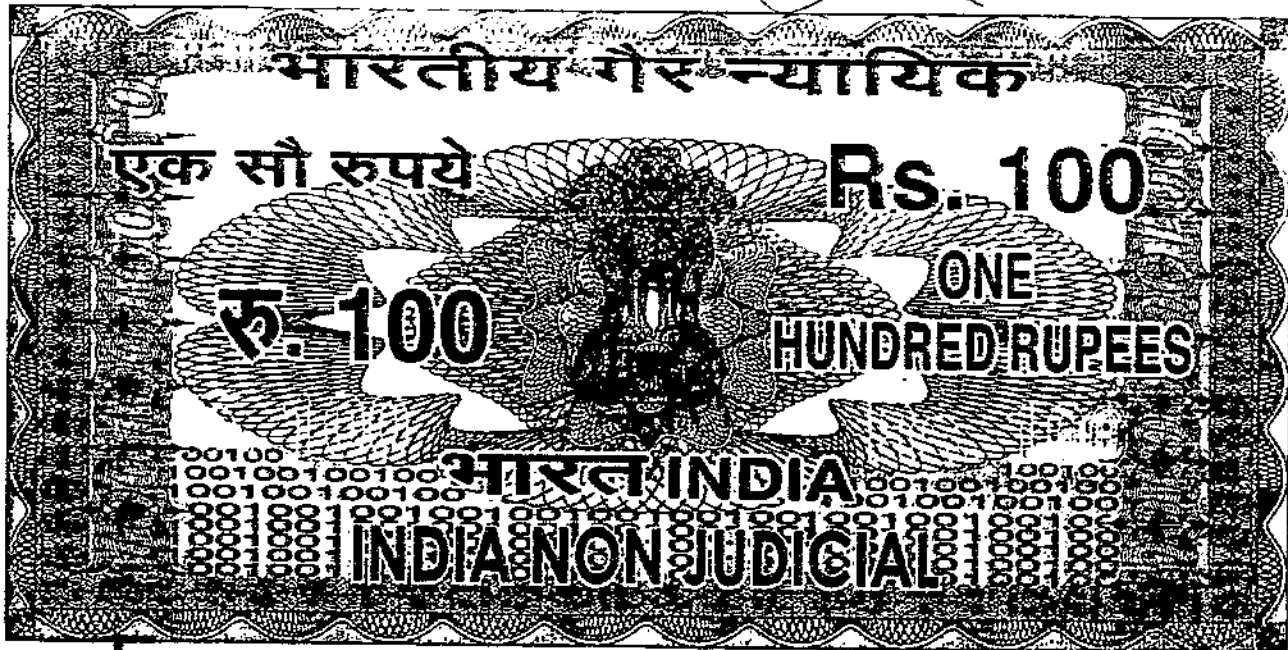


(3)

Koushik Chanda
Notary



पश्चिम बंगाल WEST BENGAL

X 768996

AGREEMENT FOR MAINTENANCE CHARGE

THIS AGREEMENT FOR MAINTENANCE CHARGE is made and executed at on this the 25 day of March, Two Thousand Seventeen (2017)

BETWEEN

MR. SIDDHARTHA SINGHANIA (HUF) (PAN - AAVHS8809J) represented by its Karta Siddhartha Singhania residing at 3B, Camac Street, Kolkata - 700016, by Occupation Business, hereinafter called and referred to as the **"LICENSOR / FIRST PARTY"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, administrators, legal representatives, executors, nominees and assigns) of the **ONE PART**

AND

MR. KOUSHIK CHANDA (PAN - AAGPC6746F) son of Late Manindra Chandra Chanda, by faith Hindu, by Occupation Business, residing at 8, Dharmadas Row, Post Office - Kalighat, Police Station - Tollygunge (previously known as Kalighat), Kolkata - 700026, hereinafter called and referred to as the **"LICENSEE / SECOND PARTY"** of the **OTHER PART**

Siddhartha Singhania

Koushik Chanda

WHEREAS

- A. The Licensor is the absolute owner of, the entire residential Flat measuring 1300 Sq.Ft. more or less carpet area on the 3rd (Third) Floor, consisting of three Bedrooms, one Dining, One Living hall, one Kitchen, two Bathrooms and two Verandahs along with exclusive use of roof right in the four storied Building constructed at Municipal Flat No. 8, Dharamdas Row, Kolkata - 700026, Police Station Tollygaunge (previously known as Kalighat), Ward No. 83 within the limits of Kolkata Municipal Corporation.
- B. By a Leave and License Agreement of even date, hereinafter referred to as the said Leave and License Agreement, the Licensors have agreed to permit the Licensee to use the Demised flat, described in the Schedule written hereunder, for residential purpose of the Licensee in lieu of the Licensee Fee and other terms and conditions as contained therein.
- C. Apart from obtaining the said license to use the Demised flat under the said Leave and License Agreement, the Licensee requires and has requested for enjoying certain other amenities, facilities, utilities including maintenance and support in relation to the Demised flat, furniture, fixtures, fittings, light fittings common areas maintenances for better utilization and enjoyment of the Demised flat and has approached the Licensors to provide or maintain the same in lieu of separate Maintenance Charges to be paid by the Licensee to the Licensors during the said Leave and License period.
- D. In terms of the said agreement, the Lessor are required to maintain all common areas and facilities of the building within the said flat, together with furniture, fixture, light fitting, water facility and against payment of monthly CAM charges the expenses whereof are not included in the agreed monthly Leave & License Fee.
- E. The parties are desirous of recording their other terms, in addition to the said Leave and License Agreement, as contained hereafter.

NOW THIS AGREEMENT WITNESSETH and it is mutually agreed by and between the parties as follows:

1. AGREEMENT FOR MAINTENANCE CHARGES AND THE TERM

- 1.1 This Agreement shall continue as shall be deemed as co-extensive and co-existing with the said Leave and License Agreement dated 1st March 2017.
- 1.2 In consideration of the monthly maintenance charges hereinafter reserved, the Licensee can use the demised flat for the said license period as mentioned in the said Maintenance Agreement.
- 1.3 Upon renewal of the said Leave and License Agreement, this agreement for maintenance charges may be renewed further with the written consent of the Licensors & by executing a fresh Agreement with fresh terms and conditions.

1.4 Upon renewal of this Agreement, the maintenance charges shall stand escalated by 15% (Fifteen Percent) on the last amounts so paid, by executing fresh Agreement.

1.5 The Licensee shall be entitled to carry out all deductions required to be made under Applicable Laws, such as income tax deductible at source, from the amount of such maintenance charges.

2. MAINTENANCE FEE

2.1 The Licensee has agreed to pay to the Licensors, the maintenance charges for use and occupying the schedule below mentioned demised flat at the rate of INR 20,000 (Rupees Twenty Thousand) only as Maintenance Charges per month in addition to the License Fee and other charges as mentioned in the said Leave and License Agreement.

2.2 That in the event of renewal of this Agreement, the maintenance charges stand escalated by 15% (Fifteen percent) at the expiry of the first three years.

2.3 The Maintenance charges for a particular month shall have to be paid by the Licensee to the Licensors with the License fee of that particular month.

2.4 That in case the Licensee fails to pay the maintenance charges for two consecutive months; in that case 18% (Eighteen percent) interest shall be levied upon the unpaid monthly maintenance charges.

2.5 That in case of non-payment of Maintenance charges for three consecutive months, this Maintenance Agreement shall stand cancelled.

3. LICENSOR'S COVENANT

Subject to the Licensee regularly paying the license fee and maintenance charges and all other amounts as herein before mentioned and duly observing the terms and conditions hereof shall be entitled to enjoy the Demised flat and enjoy the amenities during the subsistence of the said Leave and License without any interruption save as aforesaid by the Licensors;

4. TERMINATION

It is clarified and recorded that this Agreement and Leave & License Agreement must necessarily be and is concurrent, co-extensive and co-terminus with each other. In case of sooner determination or termination of the said Leave & License agreement, the same will render this agreement automatically terminated.

5. INDEMNIFICATION

The parties are aware that only on the basis of relying on the mutual representation, assurances, declarations, covenants and warranties made by them the Parties have agreed to and are executing this agreement. Parties hereby agree

SSingh

Kaushik Chanda

to indemnify and keep indemnified each other from and against all and any damage or loss that may be caused to the other party including inter-alia against and in respect of all actions, demands, suits or proceedings, penalties, impositions, losses, damage, costs charges and expenses that may be caused or incurred, sustained or suffered by either party by virtue of any aforesaid representations, assurances, declarations, covenants and warranties made by a Party to the other Party under this Agreement being untrue and/or false

6. ARBITRATION

- a) Any dispute, controversy or claim between the Parties that may arise out of or in connection with or in relation to this Agreement shall be referred to sole arbitrator M/S. S. N. Soni, Advocate of 8-B, Lalbazar Street, Kolkata - 700001.
- b) The arbitration shall be conducted in accordance with the rules of the provisions of the Indian Arbitration and Conciliation Act, 1995. The venue of the arbitration shall be Kolkata, India and the language of the arbitration shall be English.
- c) Any arbitral award given by the sole Arbitrator shall be final and binding on both the Parties.

7. JURISDICTION

Any dispute arising out of or incidental to this Agreement shall be subject to the jurisdiction of courts at Kolkata.

8. WAIVER

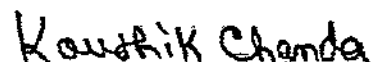
Any relaxation or indulgence granted or shown to the party by either party shall not in any way prejudice the right of the party under this agreement nor shall any waiver of breach by the party operate as a waiver of any subsequent breach and not in any way add, alter or vary this agreement.

9. NOTICE

Any notice sent under this Agreement to the other party shall be deemed to be validly served if sent by Registered A.D. Post, Speed Post with A. D., Hand Delivery duly acknowledged at the respective address of the parties herein above mentioned or by Email and / or electronic form and means shall be deemed to be proper service.

10. SEVERABILITY

If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if the agreement has been executed with the invalid or unenforceable portion eliminated.



11. **HEADINGS**

The Head Notes hereto are for the purpose of convenience and shall not be taken into account in considering or constructing or interpreting any of the provisions hereof.

DESCRIPTION OF DEMISED FLAT

ALL THAT the entire residential Flat measuring 1300 Sq. Ft. more or less Carpet area on the 3rd (Third) Floor, consisting of three rooms, one Dining, One Living hall, one Kitchen, two Bathrooms and two Verandahs along with exclusive use of roof right together with tenant in the four stories Building constructed at Municipal Premises No. 8, Dhiramdas Row, Kolkata - 700026, Police Station Tollygaunge (previously known as Kalighat), Ward No. 83 within the limits of Kolkata Municipal Corporation.

IN WITNESS WHEREOF the Parties to these presents have set their respective hands on the day, month and year first above written, in the presence of the following

SIGNED
WITNESSES:

In the Presence of:-

Arshvir Sarkar
10/1 Monohar Dutt Road
Kolkata - 700029.

Shib Charan Das.
19-A. Chowringhee Road
Kolkata 700027.

DEBATHA SINGHANIA HUF
Singhania
SART

Signature of the LICENSOR

Kaushik Chanda
Signature of the LICENSEE

