

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL 77AB 379634

TENANCY AGREEMENT

THIS AGREEMENT signed on 14th day of December, 2022 BETWEEN SRI PASUPATI MAITY (PAN - AJWPM0384Q & AADHAAR NO.690395130180), Son of Late Satish Chandra Maity, by religion Hindu, by occupation - Retired Govt. Employee, residing at Village - Santipur, P.O. Mecheda, P.S. - Kolaghat, District - Purba Medinipur, Pin - 721137 hereinafter referred to as the "LANDLORD" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND PADMA DAS
NOTARY
Regn. No. 13771/18
C.M.M.'s Court
Kolkata-700 001

28 DEC 2022

For Emami Frank Ross Limited

Pratibha Aggarwal
Authorised Signatory

Pasupati Maity

224199

22 NOV 2022

S.L. No.....Sold To.....

Rs.....Addrs.....

G.C. SAHA

(Govt.) LICENSED STAMP VENDOR

11A, Mirza Galib Street, Kol-87



Issue Date.....Sign.....

22 NOV 2022

A handwritten signature in dark ink, appearing to be "G.C. Saha", written over the "Sign" line of the form.

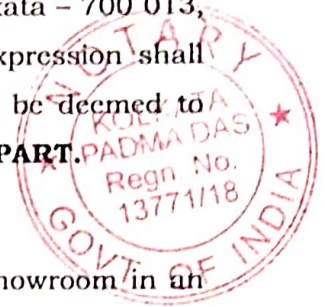
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M/S. EMAMI FRANK ROSS LIMITED (PAN – AAACF3726D), a Company incorporated under the Companies Act, 1956, having its Registered Office at 7, Jawaharlal Nehru Road, Police Station – New Market, Kolkata – 700 013, hereinafter referred to as the **“TENANT”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and assigns) of the **OTHER PART.**



AND WHEREAS the Tenant was looking for a shop room/showroom in an around Mecheda for opening its medicine shop there at or to use the same for allied purposes.

NOW THIS AGREEMENT WITNESSETH as follows:

1. The Landlord has let out to the Tenant the said shop room described in the SCHEDULE herein under written at the agreed monthly rent of Rs.55,000/- (Rupees Fifty five thousand only). The rent is payable by the Tenant to the Landlord inclusive of municipality taxes and outgoings for the shop room located at ALL THAT the Shop total measuring about 540.22 Sq.ft. approx. covered area on the Ground Floor, of the building lying and situated at R.S. Dag No 92, L.R. Dag No.15, L.R. Khatian No. 1183, J. L. No.03, Mouza – Santipur, Police Station- Kolaghat Town, Post Office - Mecheda, District – Purba Medinipur, Holding No.6735 within Santipur – 1 Gram Panchayat, Pin Code – 721137, (more particularly mentioned in the schedule below) according to English Calendar for the preceding month within 7th of the following month for which the rent is due and payable without any deduction or abatement whatsoever except TDS and other taxes shall be deducted as applicable under the Law.
2. It has been mutually agreed that all arrear taxes shall be paid by the Landlord and any tax imposed on the tenant on current or future date for running the business by any Government body, authority shall be borne by the Tenant excluding panchayat taxes and outgoings for the shop room located at R.S Dag no 92, L.R. Dag No.15, L.R. Khatian No. 1183, J.L. No. 03, Mouza – Santipur, Police Station- Kolaghat Town, Post Office- Mecheda, District – Purba Medinipur, Holding No.-6735 within Santipur – 1 Gram Panchayat, Pin Code – 721137.

For Emami Frank Ross Limited

Pratik Agnew
Authorised Signatory

Asupasi mai

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3. The Tenant has paid Rs.3,30,000/- (Rupees Three lacs thirty thousand only) to the Landlord as Interest Free Refundable Security Deposit only vide Cheque No. 336709 dated 13-12-2022 drawn on IndusInd Bank, Upper Wood Street Branch, Kolkata - 700 017 and will be kept in deposit with the Landlord during the period of tenancy and will be refunded by the Landlord at the time of vacating the premises by the Tenant.
4. It has been mutually agreed that the Landlord shall allow 45 (Forty Five) days rent free fit out period from the date of hand over of the possession alongwith keys to the Tenant herein in respect of the said shop and the rent shall be effective after 45 (Forty Five) days fit out period.
5. It has been mutually agreed that the Tenant will pay the monthly rent by A/c Payee Cheque in favour of PASUPATI MAITY, the Landlord herein and accordingly upon payment of monthly rent by the Tenant, the Landlord shall issue monthly rent receipt duly signed by him to the Tenant.
6. The tenant has approached the Landlord to allow and permit to use the said shop room (more particularly mentioned in the schedule below) for a period of 9 (nine) years to run a medicine shop or allied business from the said space with an increase in rent @ 15% of the then existing rent after every 3 (three) years.
7. The monthly rent is subject to increase @15% on the then existing rent after every 3 (three) years. Rent is always inclusive of Municipality taxes.
8. The repair & maintenance expenses of the shop including fixtures & fittings shall be borne by the Tenant.
9. The Tenant is at liberty to carry out necessary additions and alterations to the said shop room suitable to its business without any objection from the Landlord. The Tenant shall be entitled to install the furniture and fixtures for its business. The Tenant shall not, however, make any major structural change to the said premises nor cause any actionable waste thereto or damage or deteriorate the condition thereof, and the Tenant shall not do any illegal or unauthorized act in any manner whatsoever. The Tenant shall be entitled to change and/or modify the flooring of the said shop room at its own cost.

For Emami Frank Ross L.

Pratik Aggarwal
Authorized Signatory

Pasupati Maity
PASUPATI MAITY
NOTARY
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M's Court
Kolkata-700 001

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10. It is mutually agreed that the Landlord shall hand over the vacant and peaceful possession of the said shop room to the Tenant on receipt of the advance payment as mentioned above. The rent for the said shop room shall be effective from _____.
11. The Tenant is permitted to use the existing electric line/meter bearing No. _____ from the date of possession of the said shop room and the consumed electricity charges will be borne by the Tenant for the said shop room on actual basis as featured in the **WBSEDCL** Electricity Bill. However, in case the Tenant requires additional power for 6 KVA, the Landlord shall arrange for the additional power for 6 KVA by executing the necessary documents/applications before the **WBSEDCL**. Necessary security deposit for additional power for 6 KVA shall be paid by the Landlord to **WBSEDCL** in the name of Landlord as per requirement of the Tenant.
12. It is mutually agreed that the Landlord shall hand over the vacant and peaceful possession of the said shop room to the Tenant on or before _____.
13. The tenant is at liberty to install Air Conditioners in the said shop room without causing any damage or deterioration to the said shop room and all the repairs made by the Tenant shall be at its own cost.
14. If the said business is found unviable & uneconomical, the tenant is at liberty to vacate the said shop room with three months notice in writing to the Landlord and the Landlord is not going to claim any compensation from the Tenant.
15. If Landlord find that any loss and/or damage has been done to the said shop room due to fault of the Tenant, in that event the Landlord will give the Tenant a notice in writing specifying the same with a request to rectify the same within a period of two months.
16. That the Landlord herein has assured, represented and warranted unto and to the Tenant herein as follows:
- i. That the Landlord herein is the sole and absolute lawful Landlord and solely and absolutely lawfully seized and possessed of and/or otherwise well and sufficiently entitled to the said shop (more particularly mentioned in the Schedule below) and/or the rights and properties appurtenant thereto as the sole and absolute landlord thereof.

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- ii. That the said shop is free from all encumbrances, charges, liens, lispendens, attachments, trusts, claim, demand, mortgage debts, uses executions, liabilities, prohibitions, restrictions, leases, tenancies, licenses, requisitions and acquisitions, etc., whatsoever or howsoever.
- iii. That the Landlord herein have a clear and marketable title in respect of the said shop.
- iv. That the Landlord has not entered into any agreement for sale or signed and/or registered a memorandum of understanding and/or executed and/or registered a document by which any right of any third party is created in respect of the said shop and/or any part or portion thereof, with anybody and that there is no valid or subsisting agreement in respect of the said shop and/or any part or portion thereof.
- v. That the said shop or any part or portion thereof is not subject to any encumbrance, demand, or attachment under the Public Demand Recovery Act, or underline Income Tax Act, 1961, or any other law, for the time being in force.
- vi. That the Landlord has not received nor it has any knowledge of the existence of any notice of any acquisition or requisition of the said shop, from the Govt. of India, or the Government of West Bengal, any other government body, local body, or semi government authority or authorities, or under any statute, for the time being in force, nor is likely expected to receive any such notice.
- vii. That no statutory or legal proceeding or prohibitory orders are pending or subsisting in respect of the said shop or any part or portion thereof and the rights and properties appurtenant thereto.
- viii. That no suit or proceedings and/or any litigation is presently pending and/or instituted by any person and/or persons claiming any right over and in respect of the said shop or any part or portion thereof.

For Emami Frank Ross Limited

Pratik Aggarwal
Authorized Signatory

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- ix. That the said shop and the rights and properties appurtenant thereto has not been mortgaged, encumbered, charged or agreed to be mortgaged or charged by the Landlord herein by way of security or additional security and/or collateral security and/or any person or persons or company or government undertaking or anybody else whatsoever.

And upon relying on the aforesaid representations of the Landlord believing the same to be true and correct and acting on the faith thereof, the Tenant herein has agreed to acquire the said shop on tenancy basis, which is free from all encumbrances, charges, liens, lispendens, attachments, trusts, claim, demand, mortgage, debts, uses executions, liabilities, prohibitions, restrictions, leases, tenancies, licenses, requisitions and acquisitions, etc., whatsoever or howsoever, at and for the consideration and on the terms, conditions, covenants, rights, obligations, stipulations and restrictions of the parties hereto as mentioned herein and in that case of any such above event arises the Landlord shall be solely responsible to repay the same and the tenant have absolute right to claim compensation, damage from the landlord in this event. The Landlord also confirms that any outstanding with any landlord shall be paid by them directly and the Tenant is no way responsible for the same.

17. The Tenant shall be entitled to affix signboard, glow signboards and also fix promotional aids and advertisement articles in the interior and exterior part of the said shop room without causing any damage or interfering with the rights of any other person.
18. GST if any shall be paid by the Tenant as per the Government guidelines whenever it is applicable.
19. The Tenant shall pay the rent regularly on month to month basis and in case it fails to pay the rent for 3 consecutive months for any reason, Landlord shall give notice in writing to the Tenant to pay the arrears of rent, and in spite of such notice if the Tenant fails to clear the arrears of rent the Landlord shall be free to take any legal action for recovery of arrear rent in accordance with law.
20. The Tenant shall be entitled to use the said space as its shop room for carrying out any business permitted under the law of the country including that of pharmacy and allied business and no permission shall be required from the Landlord for the same.

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Pratik Aggarwal
Authorised Signatory

Jaspreet Singh

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21. If for any reason whatsoever or for any dispute arising because of the Landlord or its relatives, associates etc. the functioning of the shop room is stopped or affected then the Tenant shall not be liable to pay the rent for the shop room for the period during which the shop room has to be kept closed. The Landlord and each of them as mentioned above hereby agree and undertake to indemnify and make good the loss and damage sustained and suffered by the Tenant because of such closure.
22. Save oxygen cylinders and permitted quantity of alcohol, the Tenant shall not keep, store or bring or allow be storing and bringing in the shop room any inflammable, combustible, injurious hazardous, dangerous articles, things or goods or of such nature which are likely to injure or damage the said shop room and/or the building.
23. The Tenant shall make its own arrangements for the safe custody of the goods, materials and articles lying or fitted at the rented space and shall employ its own watch and ward staff at its own cost. The Landlord shall not in any manner be responsible or liable for any loss or damage that may be sustained or suffered by the Tenant due to theft, pilferage, and fire or otherwise.
24. It is agreed by and between the landlord and the Tenant that Emami Frank Ross Ltd. will include and mean all the companies of Emami Groups and its sister concerns. All such nature of letting out to Emami Frank Ross Ltd. or all the companies of Emami Group, its associates and its sister concerns shall come to an end the moment tenancy shall be determined or expired, whichever is earlier. In that event neither Emami Group nor its sister concerns shall have any right to claim on the demised premises or any part thereof and such sister concerns shall be binding themselves with the terms and conditions mentioned hereinabove.
25. The Tenant paying the rent and observing and performing the conditions and covenants herein contained, the Landlord shall allow the Tenant the quiet and peaceful possession and enjoyment of the said shop room without any interruption or hindrance or disturbance by the Landlord or any person or persons lawfully claiming either under or in trust for the Landlord.

26. In any event sooner determination of the said tenancy on the lawful ground by the Landlord or the Tenant voluntarily surrendering the same to the Landlord, the Landlord shall have a right to re-entry and obtain vacant possession of the said shop room which the Tenant shall be bound to deliver to the Landlord failing which the Landlord shall be entitled to evict the tenant under due process of law and recover possession. Under the circumstances as per clause 3, the respective Landlord shall forthwith refund the said amount of security deposit of Rs.3,30,000/- (Rupees Three lacs thirty thousand) only. In case the Landlord fails to refund the said amount, i.e. interest free refundable security deposit as mentioned in clause (3) the Tenant shall continue to enjoy the said premises rent free till the security deposit monies are refunded or adjusted.
27. It is hereby agreed that the Landlord shall pay and/or clear all the arrear taxes, levies or any other dues before execution of this agreement and also shall must hand over and/or surrender all existing licences including Trade Licence, Drug Licence (if any) to the appropriate authority before execution of this tenancy agreement and all the original copies of such surrender letters alongwith photocopies of the said licences shall be handed over to the tenant herein.
28. That the Tenant herein shall have the right to use the common bathroom or toilet in the said premises as provided by the Landlord free of cost.
29. That the Tenant shall have the right to install Antena/Dish Antena on the roof of the said building for TV and/or internet connection for the said shop as per requirement and shall also keep proper maintenance of the same and the Landlord shall have no objection in this regard.
30. In case of any change in the constitution of the Tenant due to merger, amalgamation, takeover or change of name of the Company (Tenant), the Landlord shall have no objection to it and the terms and conditions of this Tenancy agreement shall remain the same and shall not affect the tenancy.
31. The working hours of the said shop room shall be defined as per the exigencies of work and demand of the area, patients of hospitals & society. The tenant can keep the said shop room open for 24 hours maintaining the decorum, rules and regulations laid down by the law & society.

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For Emami Frank Ross Limited
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32. In case of death or sudden demise of the Landlord, his legal heirs shall be entitled to receive the above specified rent from the tenant and subsequently in case the tenant vacates the said shop room the legal heirs shall return the security deposit amounts to the tenant at the time of vacating the said shop room. However, in case of such eventuality the legal heirs will honour the terms & conditions of the said Tenancy agreement & a fresh tenancy agreement shall be executed with the legal heirs & Emami Frank Ross Limited on the same terms & conditions confined to the period mentioned above.
33. **Force Majeure:** The parties shall not be liable for any breach of the said agreement caused by natural calamities, insurrection or civil disorder, military operations, all emergency acts or omission of the Government or any other competent authority, any political hazards, industrial disputes of any kind, explosion, act or omission of persons or bodies for whom the parties are not responsible or any cause beyond the control of the parties herein.
34. That if there is any reduction in shop area owing to road widening or any other reasons the rent shall be reduced accordingly.
35. In case of any breach in observing and performing the conditions and covenants contained, the Landlord will have remedy only in damages.
36. **Jurisdiction:** The Court at Purba Medinipur, West Bengal, shall only have Jurisdiction in all matter arising out of and touching and/or concerning this agreement.
37. The above terms are binding upon the heirs, successor, administrators and/or assigns of the Landlord as well as upon the successors in office, Administrators, legal representatives of the tenant.
38. In case of any dispute or difference arising between the parties touching or relating to the terms and conditions of this agreement, the same shall be referred to Arbitration in accordance with The Arbitration and Reconciliation Act. The decision given by such Arbitrator shall be final and binding upon the parties.

PADMA DAS
NOTARY

Reg. No. 13771/18

C.M.M.'s Court For Emami Frank Ross Limited
Kolkata 700 001

Frank Agnew
Authorised Signatory

Asupati mail

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SCHEDULE OF THE SHOP ROOM

ALL THAT the Shop total measuring about 540.22 Sq.ft. approx. covered area on the Ground Floor, of the building lying and situated at R.S. Dag No. 92, L.R. Dag No.15, L.R. Khatian No. 1183, J.L. No.03, Mouza Santipur, Police Station- Kolaghat Town, Post Office- Mecheda, District - Purba Medinipur, Holding No.- 6735 within Santipur - 1 Gram Panchayat, Pin Code - 721137, butted and bounded as follows :-

On the South : Hotel of Sakti Pada Mondal

On the North : Drain

On the East : 41 National High Way

On the West : Hotel of Sakti Pada Mondal

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

SIGNED, SEALED & DELIVERED by

the said **Landlord** at Kolkata in
the presence of :

Witness

Anup Maity

Pasupati Maity

(PASUPATI MAITY)

SIGNED, SEALED & DELIVERED by

the said **Tenant** at Kolkata in
the presence of :

For Emami Frank Ross Limited

Prateek Agarwal
Authorised Signatory

(PRATEEK AGARWAL)

AUTHORISED SIGNATORY

Witness :

Sudhir Daddhwal

7, 5-6, Medinipur - Kol-13

Pasupati Maity

ATTESTED SIGNATURE ONLY
BEFORE ME ON IDENTIFICATION

PADMA DAS
NOTARY

Identified by Me

Utpal Sen Chowdhury
Advocate
C.M.M. Court, Medinipur

PADMA DAS
NOTARY
Reg. No. 13771/18
C.M.M. Court
Medinipur

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