

SL. NO. 19/21

Notarial Certificate

To all to whom these presents shall come, Pradip Kumar Datta duly appointed by the Central Government as a Notary and practising throughout the city of Calcutta (West Bengal). 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 by the executant's.

Nature of Document Agreement for Leave & License.
Executed by Amaraanta Finvest Pvt. Ltd. of
201, Grant Lane, Kolkata - 700012

and others as per the same.

hereinafter referred as the executant/s on this
the..... day of 4 JAN 2021 in the year 4 JAN 2021

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.

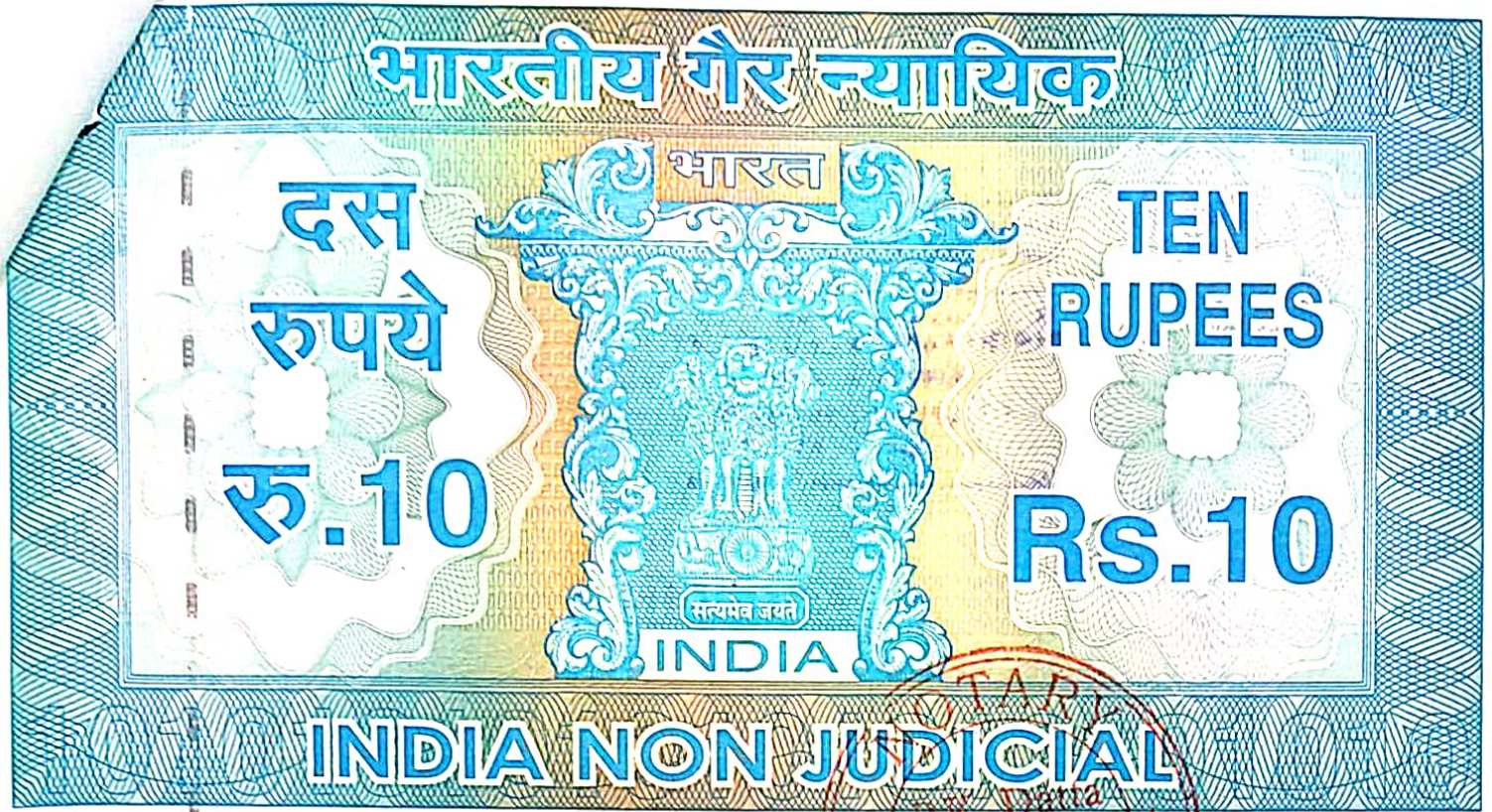
IN FAITH AND TESTIMONY WHERE OF I, the said Notary, have hereunto subscribed my name and affixed my seal of office this
day of..... in the year 4 JAN 2021





P. K. Datta
Notary

Govt. of India
Regn. No. 1101/98
Chief Metropolitan Magistrate's Court
2 & 3, Bankshall Street, Calcutta - 700 001



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL 48AB 328204

THIS AGREEMENT OF LEAVE & LICENSE EXECUTED in Kolkata on this 1st day of January, 2021.

BETWEEN

Amaranta Finvest Private Limited (PAN AADCA7339Q) (CIN: U65999WB1994PTC065085) having its registered office at 2B, Grant Lane, 5th Floor, Room No-504, Kolkata-700012 (WB), a Private Limited Company incorporated under the Companies Act, 1956, represented by one of its Director, Mr. Hemant Jain , hereinafter called the LICENSOR , which term and expression shall mean and include wherever the context so requires or permits themselves, legal representatives, executors, administrators nominees, assigns and successors-in-interest and wherever the context so requires in this leave & license agreement the singular shall mean and include the plural and the masculine gender shall mean and include the feminine gender and reference to individual shall also wherever the context so requires mean and include other legal entities of the ONE PART;

AND

, For 360 Realtors, LLP

P. K. Datta
Notary

AMARANTA FINVEST, PVT. LTD.

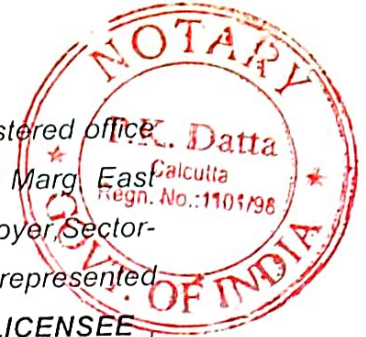
Hemant Jain
Director

Pankaj
Authorised Signatory

Regn. No. 1101/98
C.M.M.'s Court
2 & 3, Bankshall Street
Calcutta - 700001

14 JAN 2021

M/S 360 REALTORS LLP, (PAN No: AABFZ1889K), having its registered office at A-19, 3rd Floor, Street No.-3 Gurunanak Pura, Laxmi Nagar, Vikas Marg, East Delhi 110092 INDIA and head office at 210A-201C, Global Foyer, Sector-43, Gurgaon-122002, Haryana, India a LLP firm with LLPIN-AAC0556, represented by its authorize signatory Mr. Pankaj Jha., hereinafter called the **LICENSEE**, which term and expression shall mean and include wherever the context so requires or permits themselves, legal representatives, executors, administrators nominees, assigns and successors-in-interest and wherever the context so requires in this leave & license agreement the singular shall mean and include the plural and the masculine gender shall mean and include the feminine gender and reference to individual shall also wherever the context so requires mean and include other legal entities of the **OTHER PART**;



WHEREAS the **LICENSOR** is the Lessor of **ALL THAT** office space of Unit number 507, 5th Floor, Merlin Infinite, DN 51, Sector-V, Salt Lake City, Kolkata-700 091 under Police Station Bidhannagar (East) described in Schedule 1, measuring about 2596 Sq. Ft. super built area be the same a little more or less and 2 Car parking Floor No: 1st Parking Number 41 & 42 together with all common areas / facilities in the said building like right of ingress and egress to the building.

AND WHEREAS since then the **LICENSOR** has been in continuous, uninterrupted, lawful possession and enjoyment of the schedule mentioned property without any let or quit to this date.

AND WHEREAS the **LICENSEE** herein is carrying on business of IT & ITES related services.

AND WHEREAS the **LICENSEE** is the Company who is in need of office accommodation and pursuant to its necessity for its business approached to the **LICENSOR** contending inter alia to provide to **LICENSEE** permissive possession in respect of said Commercial Space/ Unit being No 507 measuring about 2596 Sq.ft. Super Built up area a little more or less on the 5th Floor of the Merlin Infinite, situated at Plot No. 51, Block DN, Sector-V, Salt Lake City, Kolkata – 700 091, Police Station Bidhannagar, District 24 Parganas (North) – (hereinafter referred to as the said Commercial Space/Unit) on sub-LEAVE & LICENSE basis.

AND WHEREAS the **LICENSEE** has inspected the area and have been satisfied with the terrain, measurements, etc. based on the details provided by **LICENSOR**.

AMARANTA FINVEST PVT. LTD.

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Director

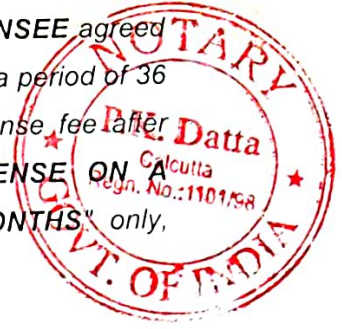
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For 360 Realtors L

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P. K. Datta
Notary
Regn. No. 1101/98
G.M.M.'s Court
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Calcutta - 700001

AND WHEREAS LICENSOR has on the request of the LICENSEE agreed to License out the Schedule Property on leave and license basis for a period of 36 months, and LICENSEE have agreed to increase 5% on the license fee after every 12 months with same terms & conditions. "BARE LICENSE ON A CONTRACTUAL BASIS FOR A TENURE OF THIRTY SIX MONTHS" only, starting from 01st January 2021 ending on 31st December 2023, .



WHEREAS the LICENSOR has agreed to license out the office space along with two parking spaces to the LICENSEE for a monthly license fee of Rs. 70,000/- (Rupees Seventy Thousand only) plus GST as applicable, the license fee for first 36 months. And LICENSEE have agreed to increase 5% after every 12 months, Which shall be payable every month in advance within 10th of every English calendar month, license fee commencing from 01st January 2021, subject to deduction by the LICENSEE of tax at source under the Income Tax laws as may be in force from time to time and LICENSEE have to pay Common area maintenance charges, sinking charges and DG fuel consumption charges, water consumption charges, air conditioning charges (as part of electricity bills), Lease rent and all other electricity bills as appropriate within the leased unit within due date as per bill which will be raised by building management subject to deduction of applicable taxes at source.

AND WHEREAS the LICENSEE had agreed to pay the LICENSOR a sum of Rs 2,10,000/- (Rupees Two Lakh Ten Thousand only) to be treated as interest free security deposit to be retained by the LICENSOR and to be paid at the end of the license period or upon its termination to the LICENSEE.

NOW THIS AGREEMENT OF LEAVE & LICENSE WITNESSETH:

That in pursuance of the foregoing and in consideration of the license hereby reserved and the covenants of the license, the LICENSOR hereby grant the said Leave & License the LICENSEE hereby accepts the said Leave & License of the Schedule Property on the following terms and conditions.


A. LICENSE FEE :

- (i) THAT the LICENSEE herein agrees that, the monthly license fee of Rs. 70,000/- (Rupees Seventy Thousand only) pay to the LICENSOR, plus applicable GST per month on or before 10th of every current English calendar month.

AMARANTA FINVEST PVT. LTD.


Director

For 360 Realtors LLP

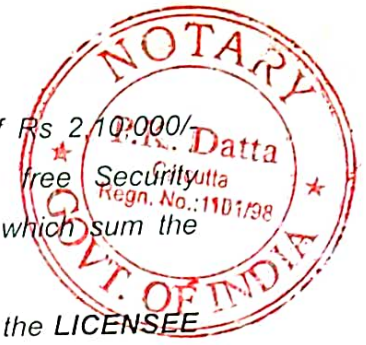

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2 & 3, Bankshail Street
Calcutta - 700001


Authorised Signator

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B. SECURITY DEPOSIT:

- (i) The **LICENSEE** has paid the **LICENSOR** a sum of Rs 2,10,000/- (Rupees Two Lakh Ten Thousand only) interest free Security Deposit in favour of the **LICENSOR** the receipt of which sum the **LICENSOR** doth hereby admit and acknowledge.
- (ii) That the said Security Deposit shall be refundable to the **LICENSEE** on the date of the **LICENSEE** quitting possession and handing over on an as is received basis peaceful possession of the Schedule Property in good condition to the **LICENSOR**, subject to lawful deductions if any for arrears due during the tenure of the lease in electricity, water, maintenance etc., and deductions if any for damages to the Schedule Property subject to beyond reasonable/normal wear and tear. The Licensee will not be held responsible for any accidental damages which include but not limited to fire, earthquake, building faults or natural accidents and natural calamities or Force Majeure.
- (iii) The monthly license fee shall be paid by the **LICENSEE** as per para A (i) above and under no circumstances the **LICENSEE** can request the **LICENSOR** for adjustment of the Security Deposit against the monthly license fee.



C. ELECTRICAL AND WATER CHARGES:

The **LICENSEE** herein agree that it shall pay the common area maintenance bill , sinking fund bill, Lease rent bill , water consumption bill, air conditioning charges, DG consumption charges and all Electricity consumption charges , regularly to the respective authorities every month as per the bills received from the authorities in respect of the Schedule Property.

D. MAINTENANCE:

- (i) The **LICENSEE** agrees to insure its own goods to be kept in the Schedule Property at its own cost and shall at no point of time during the license period hold the **LICENSOR** responsible for any loss or damage to the same. Similarly, **LICENSOR** agrees to insure its assets and properties and shall at no point of time during the license period hold the **LICENSEE** responsible for any loss or damage.

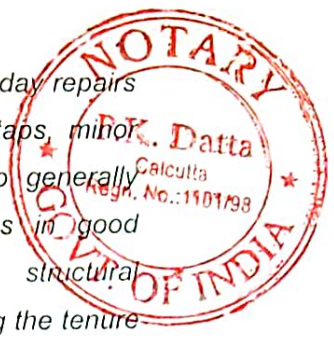
AMARANTA FINVEST PVT. LTD.

[Signature]
Director

For 360 Realtors LLP
P. K. Datta
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B. & 3, Bankshall Street
Calcutta - 700001

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Authorised Signatory

14 JAN 2024



- (ii) The LICENSEE shall carry out at its own cost the day to day repairs such as replacement of fuses, fixing of leaking water taps, minor maintenance of sanitary/electrical items and shall also generally maintain the Schedule Property and its surroundings in good condition. However in the event of any major, structural repair/alteration to the Schedule Property surfacing during the tenure of leave & license agreement, the same shall be carried out by the LICENSOR promptly.
- (iii) LICENSEE have to pay the common area maintenance charges, sinking charges, Lease rent, water consumption charges, and all electricity and air conditioner charges within due date as per due date will be raised by building management.

E. ALTERATIONS:

- (i) The LICENSEE agrees to do internal additions and alternations to suit their business, apart from the furniture and fit-outs provided by LICENSOR, which will not be provided by the LICENSOR. At the time of vacating the Schedule Property such fixed installation done by the LICENSEE apart from the Licensor's installed materials, can be removed by the LICENSEE on ensuring that removal of such installation is done without causing any damage to the schedule property, except the nominal accepted wear and tear that can occur during removal or installations.

- (ii) The LICENSEE agrees not to erect or build or permit to be erected or built on the Schedule Property any structure or addition or alteration of permanent in nature, There shall be no tampering of columns, beams and any other alteration, which affects the external elevation of the building.

- (iii) It shall be the sole responsibility of the LICENSEE to restore the Schedule Property to its original condition at the time of handing over the vacant possession of Schedule property to the LICENSOR herein, normal wear and tear shall be accepted. In the event LICENSEE fails or neglects to vacate the Demised space upon the expiry, determination or termination of this License, as the case may be, LICENSEE shall be liable to pay pre-determined mense profits at the rate 3 (three) times the then License fee payable per month. The deposit will be returned to the Company on the day of handing over of the office premises to the Service Provider. Any delay in returning

AMARANTA FINVEST PVT. LTD.
[Signature]
 Director

4 JAN 2021
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For 360 Realtors LLP
[Signature]
 Authorised Signatory

the deposit will attract a penalty equal to 18% interest per annum in addition to the deposit amount.



F. SUB-LETTING:

The LICENSEE herein shall not be entitled to sublet or under let the Schedule Property and its amenities or any part thereof That the LICENSEE shall not assign, transfer, encumber and/or part with, let out/sub-let the possession of the said Commercial Space or any part thereof to anybody else, in any manner whatsoever.

G. DISPLAY OF NAME BOARD:

The LICENSEE may display its name board/information boards on main door of office.

H. USE OF THE PREMISES:

- (i) The LICENSEE agrees that it shall use the Schedule Property only for office purposes and not for any personal residential use and not for any illegal business activities.
- (ii) The LICENSEE agrees that it shall not place or keep or permit to be placed or kept on the Schedule Property or in or around the other parts of the building any offensive, dangerous or highly inflammable or explosive material or any other article or thing which may constitute danger to the Schedule Property or to the neighbors. However, the LICENSEE agrees to abide by the local laws in situations where it needs to keep permitted or legal chemicals which are required for its operations and also to follow all required safety guidelines to ensure no danger is posed to Schedule Property or to the neighbors. The LICENSEE agrees to take complete responsibility and indemnifies LICENSOR from any liabilities arising out of non-compliance by the LICENSEE.
- iii) In case of a Lockdown imposed due to a pandemic or a Govt notification resulting in the said offices not available for use either fully or partially , then the Licensee shall not pay any rent or maintenance for the period when the premises was not available for use.

AMARANTA FINVEST PVT. LTD.

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Director

For 360 Realtors LLP
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C.M.M.'s Court
2 & 3, Banksnull Street
Calcutta - 700091

Authorised Signatory

For 360 Realtors LLP

27/4/2021

I. **RESTRICTION OF USE:**

The **LICENSOR** herein clarifies that the **LICENSEE's** right over the property is limited to the schedule Property and the **LICENSEE** or its nominee/s shall not have any right.



- a) To use any unlicensed part of the property or its landscaped area.
- b) To hinder/obstruct the usage of the common area and side setbacks either by other **LICENSEE** or its staff, customers, nominees/agents.
- c) It is agreed that the **LICENSOR** shall have the right to inspect the **SCHEDULE PROPERTY** with or without workmen at all reasonable times to ascertain the condition of the **SCHEDULE PROPERTY** after giving prior information in writing to the **LICENSEE**.

K. **TERMINATION:**

This **LEAVE & LICENSE** agreement may be terminated in the following manner:

- a) By the **LICENSEE** upon giving 60 days advance notice in writing to the **LICENSOR** without assigning any reasons after the 6 months of the Licensee period, first 6 months will be a lock in period.
- b) By Both the **Parties** upon giving 30 days advance notice in writing to the **Other Party** in the event of breach of terms and conditions of this leave & license agreement.
- c) By the **LICENSOR** upon giving 30 days' notice for non-payment of license fee for period of 1(one) months by the **LICENSEE** then it will treated as a breach of contract.
- d) In the event of any delay beyond one month from the agreed hand over date (from the Licensor to the Licensee) as specified in this agreement, this agreement will stand null and void and the **LICENSOR** will return the advance/deposit to the **LICENSEE** immediately, but no later then 7 working days of the agreement cancellation.

AMARANTA FINVEST PVT. LTD.

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Director

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Calcutta - 700001

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TRANSFER OF RIGHTS OF LICENSOR:

- (i) The parties herein agree that the LICENSOR shall be entitled to transfer and assign the benefit of this LEAVE & LICENSE Agreement in favour of any person or entity after duly informing the LICENSEE of the same in writing and subject to the LICENSOR-ensuring that the person or entity purchasing such right duly and fully recognizes the LEAVE & LICENSE rights of the LICENSEE and the rights of the LICENSEE as per this LEAVE & LICENSE Agreement is not in any way prejudiced.
- ii. However, in the event of a change in the legal structure and ownership of the LICENSEE, the LICENSEE will inform the LICENSOR of the change in writing so as to carry forward with the existing agreement.



M. GENERAL CLAUSES:

- (i) Daily waste management and removal of the same from the Schedule Property shall be the responsibility of the LICENSEE. The LICENSEE shall ensure that the corridors of the common areas and the open areas around the building shall not be dirtied or cluttered by the LICENSEE.
- (ii) On the expiry of the License agreement, LICENSEE agrees to peacefully hand over vacant possession of the Schedule Property to the LICENSOR.
- (iii) The LICENSOR hereby assure and confirm that on the LICENSEE paying the compensation hereby reserved and observing, performing the terms and conditions and covenants of the license herein contained, the LICENSEE shall be entitled to peaceful possession and quite enjoyment of the Schedule Property without any manner of let, hindrance, interruption or disturbance by or from the LICENSOR or by any person or persons claiming through or under the LICENSOR.
- (iv) All modification to the terms contained herein shall strictly be in writing by one party and duly acknowledged by the other and such modified terms shall upon such acknowledgement be construed as a part and parcel of this Leave and License Agreement.
- (v) Any demand or notice to be issued to the respective parties herein shall be sent by regd. Post with acknowledgement due to the respective parties at the addresses mentioned herein above. Any change in address for communication shall be communicated in writing by either of the parties hereto.

AMARANTA FINVEST PVT. LTD.
Director

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Calcutta - 700001

14 JAN 2021

For 360 Realtors LLP
Authorized Signatory

(vi) If any disputes arising out of this Leave and License Agreement the courts of Kolkata' city only have jurisdiction.



(vii) All the taxes are paid to concerned Authority as and when the actual demand is raised by Authorities. Further all the taxes will be paid by LICENSOR as and when the demand is raised by the concerned Authority.

SCHEDULE OF PROPERTY

ALL THAT the side on the 5th Floor, Unit No 507, Merlin Infinite at DN - 51, Sector-V, Salt Lake City, Kolkata-700091 under Police Station Bidhannagar (East) measuring about 2596 Sq. Ft. super built area be the same a little more or less and 2 Car parking with all common areas .

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS, SEAL AND SIGNATURE TO THIS AGREEMENT FOR LEAVE & LICENSE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS.

WITNESS:

AMARANTA FINVEST PVT. LTD.

[Signature]
Director

LICENSOR

1. Kaivalash Kumar Das
BLKB-22, HNo-106
Sugarsa flat -
Kankinara

For 360 Realtors LLP

[Signature]
Authorised Signatory

LICENSEE

2. Arindam Hallick
vill - Madhya Thorsehat
P.O. - Thorsehat
Dist. - Howrah
Pin - 711302

Identified by me
[Signature]
SUJAN RAY
Advocate
C.M.M. Court, Kolkata

P. K. Datta
Notary
Regn. No. 1101/98
C.M.M.'s Court
2 & 3, Bankshall Street
Calcutta - 700001

Signature Attested by me
on Identification of Advocate
[Signature]
P. K. DATTA
Notary

14 JAN 2023