

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



31AA 986994

LICENSE TO USE ALLOCATED WORK-STATION

This AGREEMENT is executed at Kolkata on 1st day of August, 2023 between the parties herein named for the grant of license to use the 1 Nos. of allocated Work-station allocated lying on the 2nd Floor of the Building situated at Premise No. 19/1 Camac Street, Kolkata – 700017, under Police Station Shakespeare Sarani, on the terms and conditions as stipulated here under.

BETWEEN

Goodfaith Agencies Private Limited [PAN No.: AACCG3385P], a company within the meaning of Companies Act, 2013, having its registered office at 21, Hemant Basu Sarani, 3rd Floor, R.No. 317, Kolkata – 700001, being represented through its Director Mr. Kailash Bihari (DIN:00128742) son of Late Benarsi Lal Rungta (referred to as the Licensor and include its representatives and successor-in-office/interest)

AND

Goodfaith Agencies Private Limited

Uday Nayan Bera

U.B.L.

Director

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

01 AUG 2023



Uday Narayan Prasad [PAN No.: ARHPP8321K], having his registered office address, 51/3 Bidyayatan Sarani, 3rd Floor, FL-12, VTC: Baranagar, PO: Alambazar, North 24 Parganas, 700035. (referred to as the Licensee and include its permissive representatives and employees)

WHEREAS The Licensor is the sole and absolute owner of the entire space, which has been developed as the Business Centre in the name and style of "KwicDeskZ" comprises of numerous Table-space fitted with electrical and internet connections (work-stations) and other facilities and amenities i.e. reception and visitor's area, conference room, pantry etc, on the 2nd floor of the Building situate at Premises No.19/1, Camac Street, Kolkata – 700 017, (hereinafter referred to as said Premises).

WHEREAS the Licensee being a company within the meaning of Companies Act, 2013 was searching for office space/ Work-station(s) being 1 (ONE) No's, at the said Premises (hereinafter referred to as said Work-stations) more fully described in SCHEDULE "A" below, to accommodate itself to carry out its day to day business and thus approached the Licensor herein, to allow them to use the said work-stations in the said premises strictly on leave and license basis, for its accommodation and use for the time being and the Licensor agreed to provide the same for a short term period of 8 months with an option to renew the said agreement upon mutual agreement and thus the parties herein have agreed to reduce the terms in writing in the manner as follows:

1. GENERAL TERMS & CONDITIONS:

- 1.1. That in pursuance of the said understanding and in consideration of the license fees hereinafter reserved and of the covenants, terms and conditions on the part of the Licensee hereinafter contained to be paid, observed and performed, the Licensor do hereby allow the Licensee to use the said work-stations in the said premises together with the right to use the common space attributable to the said work-stations.
- 1.2. The tenure of the license hereby granted shall be for 8 months commencing from 1st August, 2023 and expiring on 31st March, 2024.
- 1.3. The Licensee shall pay the sum of Rs. 6,500/- plus GST (as per GST rate applicable) per month to the Licensor, towards the License Fee. The License Fees shall be inclusive only proportionate municipal rates and taxes. The License Fees and applicable taxes and levies shall be paid by the Licensee by 7th day of the month in advance by way of Cheque/Pay-Order/NEFT in favour of "Goodfaith Agencies Private Limited".
- 1.4. **Renewal of License:** in case the Licensee intends to continue to hold the occupation of the allocated work-station at the said premises, the Licensee shall send a request letter to the Licensor not less than one (01) month prior to the expiry of the tenure of this agreement. The renewal of the license is the discretion of the Licensor upon having a 5%-

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10% increase of the present licensing fees and after considering the past conduct of the Licensee.

- 1.5. License Fee shall be paid without deduction, save and except the applicable TDS, in accordance with the provision of the Income Tax Act, 1961, as amended from time to time and Licensee shall promptly and regularly furnish the tax deduction certificates in respect thereof.
- 1.6. Refundable interest free **Security Deposit** equivalent to 02 (Two) months License Fees of Rs. 13,000/- (Rupees Thirteen Thousand only) shall be paid by the Licensee to the Licensor with the execution of this agreement vide **NEFT**. The amount shall be held by the Licensor as security for the performance of Licensee's obligations under this agreement.
- 1.7. Subject to the compliance of the obligations under this agreement, the licensor shall refund the Security Deposit without any interest within Seven (7) days after the expiry of this agreement or termination thereof, after adjusting of losses and/or damages and/or any other outstanding amount payable by the Licensee during its continuation in the said work-stations.
- 1.8. **Additional Charges:** Any services and utilities, other than the basic usages of the Work Station (defined in scope), availed by the Licensee at the premises shall be chargeable and shall be paid by the Licensee on demand or presentation of the bill.
- 1.9. Provided, however, and notwithstanding anything hereinbefore contained, it is hereby expressly agreed by and between the parties hereto that in default of any payments on the dates hereinbefore referred to above, the Licensor after serving Seven (7) days' notice, shall at all times be entitled to and shall have the power to revoke the agreement hereunder granted at its absolute discretion and reoccupy the said workstations in the said premises without subjecting it to any liability on that account and in such an event the licensee shall surrender the said work-stations in the said premises as hereunder contemplated.
- 1.10. **Work-station & Amenities:** A table space with chair along with high speed internet connection with Static IP and sufficient numbers of plug-points to the table space termed as Work-station shall be provided to the Licensee at the said Premises. A dedicated work-station/s along with other amenities shall be allocated to the Licensee as detailed in the **Schedule B** hereunder.
- 1.11. The Licensee shall allow the licensor and/or his agents, at all reasonable times during the subsistence of the agreement to enter upon the said work-stations in the said premises and inspect the condition thereof.

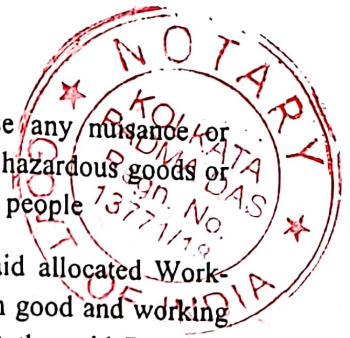
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Director

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- 1.12. The Licensee shall not cause any damage to the office or cause any nuisance or annoyance to the other workstation in the said premises or store any hazardous goods or do anything which would jeopardize the safety of the said premises or people
- 1.13. The Licensee shall be responsible to maintain cleanliness at the said allocated Workstation and said Premises and assures to keep the attached fixtures in good and working condition. In case of failure of Licensee to maintain cleanliness at the said Premises and/or cause any damages to the equipments and fittings at the said premises, the Licensee shall be liable to pay the damages as reasonably charged by the Licensor.
- 1.14. The said Premises is well facilitated with air-conditioning machines, internet connection and is sufficiently lighted and the Licensee and/or their associates and visitors shall not unnecessarily waste the resources at the said premises.
- 1.15. The Licensee shall not use the said allocated work-station in any other manner except for his own business purpose.
- 1.16. The Licensee shall not use the said allocated work-station for any offensive or illegal or immoral act.
- 1.17. The licensee shall not in any circumstance sub-let or allow any third party to use the said allocated work-station in the said premises in any manner whatsoever.
- 1.18. The Licensee shall forthwith notify the Licensor of any damage, defect or malfunction which may occur at the said allocated Work-station and fixtures thereat.
- 1.19. The Licensee shall be allowed to carry on business in its name only at the said workstation in the said premises. Only one employee or associate shall be allowed to occupy each work station allocated on the Licensee.
- 1.20. In case of meetings of Licensee's employees/associates/clients, such shall take place at the conference room, which shall be allotted for limited time only with prior information to Licensor and such allocated time slot shall be chargeable.
- 1.21. The Licensee shall not be allowed to make any alterations or additions in the fixtures of the said allocated Work-station or in the said premises without prior written consent of the Licensor.
- 1.22. The Licensee shall not install any cable, IT or telecom connections without prior written permission of the Licensor. As a condition to such consent, the Licensee must permit the Licensor to oversee any installations and to verify that such installations do not interfere with the use of the premises by other allottee(s) at the said premises.



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1.23. The Licensee will have access to the said Premises to use the said allotted Work-station and services from 09.00 a.m. to 08.00 p.m., Monday to Saturday, except on all Sundays and all national holidays.

1.24. The Licensee shall be under obligation to disclose the identity and provide the relevant proofs of the persons to be working as associates and employees at the said Premises.

1.25. The Licensee must comply with all relevant laws and regulations in conducting of its business from the said premises. The Licensee shall obtain all necessary permissions and licenses from the competent authorities to carry out its business.

1.26. The Licensor and/or its employee and representatives in no circumstances shall be held liable for Licensee's business loss or damage to data or any third party claims or any consequential during the business operations at the said premises.

1.27. The Licensor and/or its employees and representatives in no circumstance shall be held liable for damages, corruption of data, or any loss of information whether from hardware, software or internet damage that may occur to the Licensee for any technical/ mechanical breakdown/fault or failure during the terms of this agreement.

1.28. The Licensor and/or its employees and representatives in no circumstances shall be held liable for any theft or loss to the belongings caused due to negligence of the Licensee at the said Premises. It is expected that the Licensee at all time shall take care of its belongings. The Licensor shall provide CCTV access to the Licensee. The Licensor has installed CCTV and hired a security agency as a security measure to protect the Licensee and its assets

1.29. **Intellectual Property Rights (IPR):** means any and all tangible and intangible :(i) rights associated with works of authorship, including copy rights, moral rights, neighboring rights, and derivative works thereof, (ii) trade mark and trade name rights, (iii) trade secret rights, (iv) patents, design rights, and other industrial property rights, and, (v) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof. Both Parties agree that they shall not make any claims of right, title or interest in the other parties IPR. All rights, title and interest in IPR shall vest solely with the Party that owns it. The Licensee authorizes the Licensor to use its logo, brand name, facilities, etc. for the limited purpose of this Agreement and/or for the Licensor's promotions.

1.30. Nothing in this Agreement is to be construed to create a joint venture, partnership, franchise, or an agency relationship between the parties.

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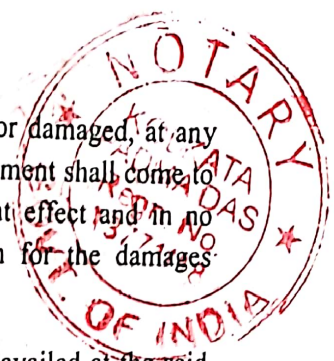
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1.31. In the event the said business centre or the premises are destroyed or damaged, at any time, by any event falling within the term "force majeure", this Agreement shall come to an end on Licensor giving to the Licensee notice in writing to that effect and in no circumstances the Licensee shall be entitled for any compensation for the damages caused due to such force majeure incident.



1.32. The Licensor may send the invoices to the Licensee for the services availed at the said Premises by hand, electronically and/or by any other media and with the receipt of the invoice the Licensee shall clear the same with the next month's license fees invoice.

1.33. In the event of delay in payment of the License Fees and/or any other chargeable services within the due date shall be liable to pay "default interest" on the amount due at the rate of 2% per month. Declined Credit Card and dishonor of cheques, will attract a fee of Rs.1000/- (Rupees One thousand only) for each transaction. Any delay or outstanding and default thereto shall be considered as material breach of this agreement.

1.34. The terms of this Agreement are confidential. Neither of the Parties may disclose them without the other's consent unless required to do so by law or an official authority. This obligation shall continue after this Agreement ends.

1.35. This agreement may be terminated/cancelled in following conditions:

- a) **Efflux of Time:** With the expiry of the period or the extended period of the license the License shall be stand terminated.
- b) **Notice:** The Licensee can terminate this agreement by giving at least one month written notice to the Licensor.
- c) **Ending this agreement immediately:** The Licensor may put an end to this agreement unilaterally, immediately withhold Services and re-enter the said premises, without any need to follow any other additional procedure, if-
 - i) The Licensee becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or
 - ii) The licensee is in breach of any of the terms and conditions of the agreement, including but not limited to payment of monthly Fees and Services Due,,
 - iii) The conduct of the licensee or of any of its employees and/or representatives is inconsistent with the prevailing office work culture and/or with the peaceful environment of the said premises,

PROVIDED that If Licensor puts an end to the agreement, for any of these reasons it does not put an end to any outstanding obligations, including additional services used and the License Fee had the licensor had not terminated this agreement.

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Goodfaith Agencies Private Limited

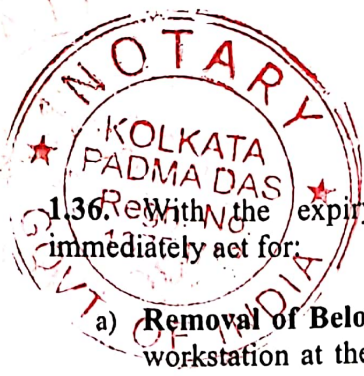
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136. With the expiry/termination/cancellation of this agreement, the Licensee shall immediately act for:

- a) **Removal of Belongings:** The Licensee shall cease to use and occupy the said allocated workstation at the said premises on the expiry or sooner termination of this Agreement and shall remove all its equipment, belongings, articles and things and its employees/personnel and to vacate the premises and shall hand over all keys and access cards relating to the said workstation to the Licensor.
- b) **Compensation for damages:** The Licensee shall handover the said Work-station along with its fittings, fixtures and equipment without any damage or defacement, except normal wear and tear due to efflux of time. In case of any damage caused thereto, the same shall be compensated by the Licensee.
- c) **Default in Vacating:** If the Licensee defaults in vacating the premises with the expiry or sooner determination of this agreement, the Licensor shall be at liberty to remove the articles and belongings of the Licensee from the premises at the risk and cost of the Licensee. Furthermore, the licensor shall have the right to withhold the articles and the belongings of the licensee, in case the damages and/or any outstanding amount payable, including but not limited to payment of monthly Fees and Services Due, exceeds the Security Deposit lying with the Licensor, until the said exceeded amount is duly cleared by the licensee.

2. All formal letters and notices must be in writing and –

- a) Shall be deemed to have been served on the Licensee if delivered to the Premises, mailed on the registered mail id or posted to the last known address of the Licensee and in the latter case shall be deemed to have been served on the third working day after posting. It is expected of the Licensee that they keep their communication address updated with the Licensor at all times.
- b) Shall be deemed to have been served on Licensor if delivered to the Manager of the business Centre where the Licensee has taken Work-station, mailed on the registered mail id or posted to the registered office of the address and in latter case shall be deemed to have been served on the third working day after posting.

3. It is hereby agreed that none of the parties shall construe this License as an agreement for tenancy under the West Bengal Premises Tenancy Act, 1997, in any manner whatsoever nor otherwise creating any other right or interest in the said work-stations at the said premises in favour of the Licensee, which is not at all the intension of the parties but on the contrary merely a temporary agreement simply to allow the licensee to use and occupy the said work stations at the said premises for their business use only.

4. **Dispute resolution:** Any dispute arising between the parties shall be amicably settled within a span of 15 days from the report of such dispute. Furthermore, any dispute under this agreement shall be adjudicated under the jurisdiction of the High Court at Kolkata and District Court having its territorial jurisdiction.

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Director

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Reg. No. - 13771/18
M.C. No. 1000
Kolkata



The SCHEDULE referred hereinabove

SCHEDULE "A":

ALL THAT the adequate working space at Seat No. PFD-3 in Cabin No. 4 having ~~1~~ (ONE) work stations fitted with plug points (for electricity connection, Air- Conditioning, internet), at the said Premises has been allocated to the Licensee for carrying its business activities. At the Business Centre in the name and style of "KwicDeskZ" on the 2nd Floor of the Building situate at Premises No.19/1 Camac Street, Kolkata-700 017, under Police Station Shakespeare Sarani.

SCHEDULE "B" (Amenities):

- ◆ Electricity, Tea Coffee through Vending Machine, Filtered Drinking water through Vending Machine, high speed internet and Wi-Fi
- ◆ Housekeeping staff for maintaining cleanliness of the Work-stations, premises, common area, washrooms etc
- ◆ 8/10 Seater sound proof Meeting Room access with AV/HDMI connectivity (2 hr. Per seat per month free) on prior booking.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day months and years first above written.

SIGNED SEALED and DELIVERED by the **PARTIES** at Kolkata in the presence of:

1. PRASHAN DEEP RUNGTA
P. Rungta

2. PUSHP DEEP RUNGTA
Pushp Deep Rungta

Goodfalth Agencies Private Limited

Kailash Bihari Director

Kailash Bihari (DIN: 00128142)
[Licensor]

Uday Narayan Prasad

Uday Narayan Prasad [PAN No.: ARHPP8321K]
[Licensee]

IDENTIFIED BY ME

[Signature]
ADVOCATE

PADMA DAS
NOTARY

Regn. No.-13771/18
C.M.M's Court
Kolkata-700 001

ATTESTED SIGNATURE ONLY
BEFORE ME ON IDENTIFICATION

[Signature]
PADMA DAS
NOTARY

01 AUG 2023

