

Swapna Das

B.Com. LL.B. Advocate &
Notary Public, HOWRAH

Place of Profession :-
Judges' Court, Howrah
Residence & Chamber :
1, Ramanath Bhattacherjee Street,
P.O.:- Belur Math, Howrah -711202
Phone : (033)264-12646
Mobile :- 9331846881 / 8910191452

Ref. No. Sd./ 44C

26 AUG 2020
Date

Notarial Certificate

PURSUANT TO SEC.8 OF THE NOTARIES ACT. (53 OF 1952) &
SUBORDINATE LEGISLATION THERE UNDER GOVT. OF INDIA
MINISTRY OF LAW AND JUSTICE.

TO ALL TO WHOM THESE PRESENTS shall come
I, SWAPNA DAS, duly appointed by the Govt. India to
practice as a NOTARY PUBLIC as such in and throughout
Howrah, W.B. within Union of India do hereby Verify authenticate,
Verify authenticate, certify, attest as under the execution of
the instrument, annexed, hereto collectively marked "A"
on its being executed and admitted and identified by the
respective signatories as to the matters contained therein
present before me by the *executant(s) who is / are represented
and duly identified by his/ her their learned Advocate Sri/Smt.

Sri Anubhav Yadav
on this 26-8-2020

Accordingly, this is to certify, authenticate and attest that
the annexed instrument "A" is the original 4/4

Agreement executed by Arjun Kumar
on Ukarkhi Khetre

Prima facie the annexed instrument "A" appears to be in the
usual procedure to serve and avail as needs for occasions shall
or may require for the same.

IN FAITH AND TESTIMONY WHERE OF I the said NOTARY
have hereunto subscribe my hand and affixed my seal of office at
HOWRAH on this

the 26th day of Aug in the year 2020



NOTARIAL STAMP



Swapna Das
SWAPNA DAS

NOTARY PUBLIC HOWRAH
REGD. No. 13814/18
Govt. OF India
Affixed / Notaffixed

SWAPNA DAS
NOTARY GOVT. OF INDIA

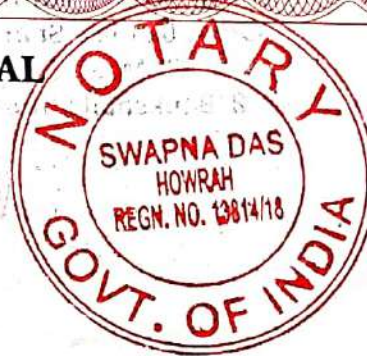
Reg. No. 13814/18
Judges' Court, Howrah

79L-26-8-2020
SL. NO. DT.



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AD 567710



LEAVE AND LICENSE AGREEMENT.

This leave and license agreement made at Howrah this 26th day of August, 2020

BETWEEN

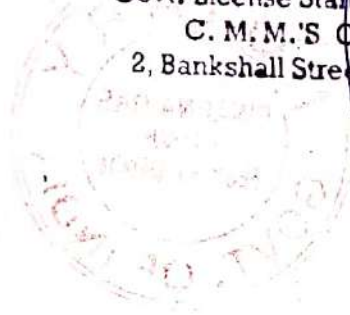
ARJUN KUMAR KARKI KSHETRI son of Krishan Bahadur, by Faith - Hindu, by Occupation - Self Employed, residing at 6/15, Chittaranjan Colony, Jadavpur University,) P.O.- Jadavpur, , P.S.- Jadavpur. District- Kolkata- 700032 (W.B) (hereinafter referred as "the LICENSOR"), to as '**LICENSOR**' of the **ONE PART**

SWAPNA DAS
NOTARY PUBLIC, GOVT. OF INDIA
Reg. No. 13814/18
Judges' Court, Howrah
26 AUG 2020

Sold To.....
Name.....
Address.....
Rs.....
18 AUG 2020
C.M.M's Court,
2, Bankshall Street, Kol-1

16327
A. K. Karikie Redhetti
6/15 C. R. Calary
bd-32

~~ABANISH KUMAR DAS
Govt. License Stamp Vendor
C. M. M.'S Court
2, Bankshall Street, Kol - 1~~



LEAVE AND LICENSE AGREEMENT

This leave and license agreement is made between the undersigned
on the one hand and the undersigned on the other hand
in witness whereof the parties have hereunto set their hands
at Kolkata on the 18th day of August 2020.

BETWEEN

ABANISH KUMAR DAS
Govt. License Stamp Vendor
C. M. M.'S Court
2, Bankshall Street, Kol - 1

AND

A. K. Karikie Redhetti
6/15 C. R. Calary
bd-32



AND

FUTURE RETURN INFRASTRUCTURE PRIVATE LIMITED (GSTIN 19AADCF9256B1ZL, PAN- AADCF9256B, CERTIFICATE OF INCORPORATION NO- U70109WB2019PTC234958, TAN- CALF03106F, a Company incorporated under the Company Act, 1956/2013, deals with Real Estate Sales and Marketing with its registered office at 6/A, CHANDITALA LANE, KOLKATA, Kolkata, West Bengal, 700040 hereinafter referred as the "**LICENSEE**" or **SECOND PART** through represented by its authorized signatory **ARJUN KUMAR KARKI KSHETRI**, authorized vide its board resolution no.

dated _____ ;

The Licensor and Licensee are hereinafter collectively referred to as the "**PARTIES**" and individually as a "**PARTY**"

WHEREAS The Licensor is the sole, absolute and lawful owner and as such is well and sufficiently entitled to the premises lying and situated being Unit No.- 7A- OFFICE-06 on the Seventh floor of the Synthesis Tower of Synthesis Business park at Action Area – II, New town, P.S- Rajarhat, District- North 24 Parganas, , consisting fully furnished office having One reception room, One counselling room, One conference room, 3 Work operation rooms, One Owner Cabin, One small pantry area as more fully described in **SCHEDULE** herein after below, the aforesaid premises can be used for commercial purpose (hereinafter referred as to the "**LICENSED PREMISES**"

AND WHEREAS The Licensee has requested the Licensor to allow the Licensee the limited and restricted permission to use the licensed

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premises on leave and license basis, without, in any way creating any right, title or interest, of any nature whatsoever, in any favour of the Licensee in respect of the Licensed Premises.

AND WHEREAS based the above declaration and assurance of the Licensee and relying on the same, the Licensor has agreed to grant to the Licensee, restricted and limited permission by way of License to use the Licensed premises on leave and license basis subject to the terms and condition as are agreed between the Licensee and Licensor hereto.

AND WHEREAS The Licensor and the Licensee hereto agree that this Agreement is in the supersession of all previous writings and documents exchanged/ executed between the parties hereto in respect of the subject matter of this Agreement whether written, oral or implied and that this Agreement of leave and License constitutes finally agreed understandings between the parties hereto in respect of the subject matter of this Agreement.

Licensor and Licensee are hereinafter individually referred to as "Party" and collectively as Parties.

NOW THIS AGREEMENT OF LEAVE AND LICENSE WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. NATURE OF LICENSEE

Based on the declaration and assurance (mentioned in the recital of this Agreement) given by the Licensee to the Licensor, the Licensor

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hereby gives to the licensee and the Licensee takes from the Licensor, an exclusive, non-transferable, non-assignable and non-heritable license to use the Licensed premises (the **License**) on restricted and limited permission basis, on leave and License basis for the purpose of using the same for office purposes along with other Licensees/lessees/occupants of the License to use the Licenses premises on leave and License basis shall not in any way create any tenancy/Lease/ sublet/ tenancy rights / Title /interest /and/or any other relation, except what is mentioned herein subject to the terms and conditions as herein appearing.

2. Permitted Use

License shall be permitted to use the Licensed Premises for its offices / representative purposes. The Licensee shall be provided a specified place in the Licensed premises for its use. The Licensee shall, with the prior approval of the Licensor, be allowed to place its furniture in the said designated space in the Licensed Premises.

3. License Period

The duration of the License cum limited and restricted permission shall be **3 (Three)** years (hereinafter referred to as the "**Initial Term**") which shall commence from **18th day of August, 2020** and shall end on the close of the business hours on the **17th day of July, 2023** (both days inclusive). Upon the expiry of Initial term, the License may be renewed for the further 2 (two) years each subject to the mutual consent of the parties (the extended term succeeding the Initial term shall be referred as the "**EXTENDED TERM**". In the event, any party wishes to extend the License pursuant to this clause, it shall provide a

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notice in writing to the other party at least 2 months prior to the expiry of the Initial/ Extended Term.

4. License fee and other Charges

The License Fee payable by the Licensee to the Licensor shall be Rs.35,000 /- (Rupees Thirty-five Thousand) only per month, for one month. The License Fee shall be paid by the Licensee to the Licensor monthly in advance on or before the 10th day of each succeeding month, through post-dated cheques, on-line/cash for each month. The License fee is exclusive of any applicable tax. Any tax payable on the License Fee, like service tax shall be payable by the Licensee. It is agreed by the Licensee that the License Fee as mentioned herein shall increase by 10% on completion of initial Terms as mentioned above. The payment of License fee is subject matter of the deduction of TDS (tax deducted at source) as per the prevailing provisions under the Income Tax Act, 1961, as amended from time to time.

4.1 The licensee shall pay the electricity bill as per the bill raised by the electricity licensing authority for the **SAID FLAT**.

4.2 The maintenance charge i.e. a sum of rupees 8000/- (Eight Thousand rupees) only shall be paid by the Licensee into the building association fund within the each succeeding month on or before the 7th day of each month. The maintenance charges may vary as deemed fit by the building association or any body corporate or group of persons supervising the affairs of the building in which the "**SAID OFFICE SPACE**" is situated.

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5. Licensors' Assurances

- 5.1 The licensor declares that its possession, right, title and ownership in respect of the licensed premises is clear and free from all kinds of claims, rights and encumbrances of any nature whatsoever. The licensor is free to deal with the Licensed Premises in such a manner as he may in his own discretion deem fit and proper including entering into this Agreement with the licensee as herein contemplated, without any prior permission or consent of any third person.
- 5.2 Subject to the payment of the license fees and all other amounts as are agreed by the licensee herein, on its due date/s as mentioned herein and on due and proper compliances of all its obligations, the licensee shall peacefully enjoy the license here by granted in favour of the licensee till the expiry of initial terms subject to the terms and conditions mentioned herein. The licensee is permitted to enjoy the license herein created respect of the Licensed Premises on all days subject to the rules and regulation of the relevant government authorities.
- 5.3 The Licensor represents that being the sole and absolute owner of the Licensed Premises, the Licensor is entitled and authorised to enter this Agreement and that it will fully indemnify and hold the licensee free and harmless of any demands claims actions, cost, losses or proceedings by others in respect of the peaceful and quiet occupation of the said Licensed Premises by the licensee.

6. Licensee's Assurances

- 6.1 That the licensee has seen and approved the Licensed premises says and that the Licensee is satisfied about the Licence fee monetary

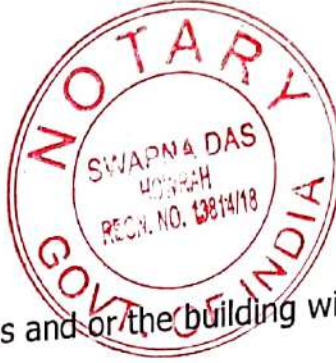
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obligations and all other applications taken over by the licensee under the terms and conditions of this Agreement. The Licensee is aware about the implications and intent of all the terms and conditions of this Agreement.

- 6.2 That the licensee shall regularly and punctually bear and pay all costs and charges in respect of the services and amenities used and enjoyed by the Licensee in the licensed premises to the Licensor as mentioned in this Agreement or the respective agencies from whom the services are obtained and submit payment receipts of the such services to the Licensor on a monthly basis and not to make any default and/or delay in the same for any reasons whatsoever. The licensee shall also honour and comply with all the terms and conditions Hereof and shall not make any default, act(s), omission(s), and by or commission(s) of any nature whatsoever whereby the performance and or compliance of the terms and conditions here of is/are affected.
- 6.3 That the licensee shall not damage in any way, the order R CC, the walls including internal brick work, exteriors, facade, and windows, waterproof, partition walls, ceiling and all other part(s) of the Licensed Premises. The license cell during the Initial term hereof, keep the same in good order and condition, as it is, at the date of commencement of the License.
- 6.4 That during the Initial term and or the Extended term the Licensee shall not store or allowed to be stored in the Licensed Premises any combustible, dangerous or hazardous material that may imperil the safety of the Licensed Premises and/or which may be of nuisance and our cause annoyance to the Licensor and or the Licensee/ lessee and

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occupants of the Licence Premises and/or the building within which the Licence Premises is situated.

- 6.5 Not to do or permit to be done anything in the Licensed Premises, any acts or activities which are obnoxious, anti-social, illegal or prejudicial to the norms of decency and/or etiquette and/or illegal and/or which may be or become a nuisance to the Licensor or the other occupants in the locality.
- 6.6 To perform and observe strictly all the rules, regulations and bye laws applicable to the Licensed Premises as also the provisions of this Agreement not to do and/or omit to do any act, deed, matter or things is as would constitute a breach of the government rules, regulations and bye-laws applicable to the Licensed Premises.
- 6.7 The Licensee agrees and confirms that notwithstanding this License, it shall not be in the exclusive possession of the Licensed Premises, the licensor being in judicial position of the Licensed Premises shall have all rights of the same.
- 6.8 Not to put any claims of tenancy or any other rights or title or interest into our in respect of the Licensed Premises or any part or portion thereof. The Licensee agrees that notwithstanding anything contrary contained whether under any applicable law, acts, judgements etc. And/or otherwise of any nature whatsoever, (whether existing at present and or anything that may come into effect at any time here after) this agreement shall not be construed to create any such right whatsoever in favour of the Licensee save and except Mere restricted

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permission to use and occupy the licensed premises as the Licensee during the validity of the License and such Licence shall automatically come to an end on the expiry of the Initial term.

6.9 To removing all the belongings of the licensee, on the expiry or earlier determination of the Initial term, in accordance with the terms hereof, as the case maybe.

6.10 The Licensee further covenants with the licensor that in the event of Licensee going into liquidation whether voluntary or otherwise) the Leave and License agreement will automatically stand terminated.

6.11 To use the Licensed Premises with due care and diligently and to duly and regularly maintain the Licenced Premises in just and proper in manner. The licensee shall be responsible for all act(s), deed(s) action(s) omission(s) commission(s) damage(s)(loss(es) repair(s) replacement etc. caused to the Licence Premises weather by the licensee, its staffs, employees, visitors, guests and/or all other others. The Licensee will use the Licence Premises as its own costs, risk and consequences.

6.12 The licensee shall be responsible for due and proper compliance of the all terms and conditions of all the licences/permissions / approvals that the licensee procures in respect of the business that the Licensee shall carry out from the Licence Premises and the Licensee here by agrees to duly indemnify and will hold harmless the licensor of, from and against, any losses, damages, liabilities, risk costs, charges and consequences thereof. The Licensee shall duly and punctually do,

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perform and carry all its obligations, performance, liabilities under the terms and conditions hereof. The licensee shall neither do any act omission(s) and or commission(s) which would constitute breach, default and or non-compliance of the obligations, performance, terms and conditions hereof.

7. Termination

This agreement may be terminated in the following way:

- 7.1 If any party in the breach of its representation's or warrants as provided herein or commits a default of its obligations and covenants as provided herein, and the said breach and default is not cured and rectified within 45 days from the date of written notification having been sent by the non-defaulting party to the defaulting Party, then this Agreement shall automatically terminate on the expiry of the above 45 days.
- 7.2 On the expiry of Initial term or if the Licensed is extended beyond the initial term, on the expiry of initial term, unless earlier terminated by the Licensor , or by the Licensee, prior to the completion of the Initial term or of Extended term, as the case may be , by serving a written notice of 45 days.
- 7.3 A party may terminate this Agreement immediately by giving a written notice of the other Party if that other party has been declared to the insolvent or bankrupt in an insolvency or bankruptcy proceedings by a Court of competent jurisdiction in India or it goes into liquidation or enter into a composition with its creditors or ceases to carry on a substantial part of its business except for the purposes of and followed

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by a reconstruction, amalgamation, reorganisation, merger or consolidation required or approved by applicable law.

8. Consequences upon Termination

On termination of this Agreement for any reason what so ever, the license shall be entitled to remove their assets (if any) placed by the Licensee in the Licensed Premises. The Licensor shall raise an invoice to the Licensee for the amount's due and payable by the License as of the date of termination of this Agreement and the Licensees shall make a payment thereof with 45 days from the receipt of the invoice.

9. Attornment

During the Initial Term and/or the Extended Term ,the Licensor is and shall always be entitled to sell, transfer and assign the Licensed premises to any person as the Licensor may in his absolute discretion deems fit and proper. In such event, the Licensor shall inform the Licensee by giving to the Licensee a notice in writing of 45 days and the new owner/Licensee shall be bound to adhere to all the terms and conditions of this Agreement in its entirety. The shall not transfer nor assign any of its rights and obligations under this agreement to any third party.

10. Costs

The Licensee hereby confirms that all payments, charges, costs, including stamp duty and registration charges, etc. in respect of this agreement and all other documents that may be executed at any time hereafter in pursuance of this License transaction, shall be borne and paid by the Licensor alone and that the Licensor shall not be liable or

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responsible for the same in any manner whatsoever. Each party shall bear and pay the costs of its respective advocates.

11. Notice

Save as otherwise specifically provided in this agreement, any notice, demand or other communication to be served under this agreement shall be in writing and maybe served upon any party here to only by delivering the same by either registered post with acknowledgement due or by speed post or by courier or by sending the same by electronic mail transmission to the party to be served at its address below or electronic mail address given below or at such other address as it may be from time to time notify in writing to the other party hereto

11.1 To the Licensor

11.1.11 Address 6/15, Chittaranjan Colony, Jadavpur University,) P.O.- Jadavpur, P.S.- Jadavpur, District- Kolkata- 700032 (W.B)

11.1.2. Email- arjunkshetri16@gmail.com

11.2 To the Licensee

11.2.1 Address 6/15, Chittaranjan Colony, Jadavpur University, P.O.- Jadavpur, , P.S.- Jadavpur, District- Kolkata- 700032 (W.B)

11.2.2. Email- Futurereturninfra@gmail.com

Anotice or demand served by registered post with acknowledgement due/ speed post/courier or electronic mail transmission shall be deemed duly served 48 hours after posting and in case of electronic mail transmission by getting by getting the electronic delivery receipt.

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12. Waiver

The failure of either party to enforce, in one or more instances, performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of any right or claim granted or arising hereunder or of the future performance of any such terms covenants or conditions and such term, covenants, conditions, and failure shall in no way affect the validity of this Agreement or the rights and obligations of the parties hereto. The parties acknowledge that a waiver of any term or provisions hereof may only be given by a written instrument executed By each party hereto.

13. Modifications

The terms and conditions of this agreement shall not be changed or modified except by written amendments duly agreed between the parties.

14. Severability

Any provision of this agreement which is permitted, unenforceable or is declared or found to be illegal, unenforceable or void in any Jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition position unenforceability without invalidating the reminder of the search provision are the remaining provision of this agreement Or affecting the validity or enforceability of such provisions in any other jurisdiction. If any search in validity substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend or modify the provisions in terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the

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same economic or commercial effect as the original provisions and terms of this Agreement.

15. Force Majeure:

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which events and/or circumstances are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, earthquake, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion; and the obligations and dues and duty under this agreement shall stand deferred to maximum period of 3 months or 90 days which ever is earlier. The licensee shall not absolved of any liability arising during the period of 90 days and shall pay by two equated instalments

SCHEDULE

ALL THAT piece and parcel of "**SAID OFFICE SPACE**" measuring more or less area of **1099 Sq. Ft.** including super built up area lying and situated at Action Area – II, New town, P.S- Rajarhat, District- North 24 Parganas- , being Unit No.- 7A- OFFICE-06 on the Seventh floor of the Synthesis Tower of Synthesis Business park , consisting fully furnished office having One reception room, One counselling room, One conference room, 3 Work operation rooms, One Owner Cabin, One small pantry area. Fully plug and play office. butted and bounded as follows:

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ON THE NORTH: By Central Business District.

ON THE SOUTH: By Central Business District.

ON THE EAST: By Central Business District.

ON THE WEST : Major Arterial Road.

SCHEDULE OF FURNITURE/ FIXTURES

- 1. 42 Chairs, including one boss chair,**
- 2. 31 computers for employees having configuration i3 processor, 1 TB Drive, 8 GB RAM.**
- 3. One director cabin for boss having one HP All-in-one desktop**
- 4. Pantry room having one coffee vending machine and one Microwave Oven.**


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IN WITNESS WHEREOF THE PARTIES HAVE SUBSCRIBED,
SIGNED AND HEREUNTO SET THEIR HANDS THE DAY AND
YEAR FIRST HEREINABOVE WRITTEN.

Read over and explained to the licensor
and licensee in English and admitted
to be correctly drafted as per instruction
of both the parties at my chamber:

For and behalf of

For and behalf of

FUTURE RETURN INFRASTRUCTURE PVT. LTD.

Arjun

Anir

Managing Director

LICENSORS

LICENSOR(S)

Represented by Authorized
Signatory of Company
ARJUN KUMAR KARKI
KSHETRI

Witnesses

1.

Name- *Ishita Banerjee*
Address *79 Baghajatin*
Station Road, Kol-700086

2.

Name- *Souvik Sarkar* 26 AUG 2020
Address *Shibgopal Banerjee*
Lane, Howrah - 71106

Anubhav Yadav - Advocate

Identified by and signed
in my presence.

Howrah District & Sessions' Court

Mobile: 8240734445/ 7044448484

e-mail: yadavanubhav1992@gmail.com

Anubhav Yadav 26/08/2020.

INSTRUMENT A REE...
NOTARIAL CERTIFICATE EXECUTED BY
THE EXECUTANT AND AUTHENTICATED
BY ME ON IDENTIFICATION BY ADVOCATE

SWAPNA DAS
NOTARY GOVT. OF INDIA
Reg. No. 13014/18

Place Judges' Court
Howrah-711 101

INSTRUMENT 'A' Date 26 AUG 2020



WITH

Notarial Certificate



SWAPNA DAS

B. Com. LL.B. Advocate &
NOTARY HOWRAH SADAR, W. B. INDIA
JUDGES' COURT, HOWRAH -711 101
GOVT. OF INDIA

Residence & Chamber :-

1, RAMANATH BHATTA CHARJEE STREET,
P.o. Balur Math, Howrah -711202
PHONE :- 9331846881 / 8910191452