



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 263621

LEAVE AND LICENSE AGREEMENT

THIS LEAVE AND LICENSE AGREEMENT ("Agreement") is made and executed at Kolkata on this 28th day of September' 2018.

BETWEEN

M/s. SAVE GREEN PROJECTS PVT LTD , a company registered under the Companies Act 1956, bearing Pan No AANC58358M having its registered office at _60,S N Road, Bidhanpally Natagarh ,Sodepore, Kolkata 700113 represented herein by one of its Director, Mr. SUMIT DAM, bearing Pan

SAVEGREEN PROJECTS PRIVATE LIMITED

Sumit Dam

Director

HOMEXPERTS

Rina Sekharia

Partner

HOMEXPERTS

Anam Amburesh

Partner

4858 24/8/18 108

নং 4858 তার
ক্রেতার নাম
স্ট্যাম্প ভেডার স্বাক্ষর
বিধান নগর (সল্টলেক সিটি) এ. ডি. এস. আর.
মোট স্ট্যাম্প ক্রয় তা
চালান নং মোট কত টাকা খরচ
টেলারী বাবাকপুর ভেডার-মিতা দত্ত

S.G.P.R.
S.N.Rd. Natunagar
Bidepur - 10813

08 AUG 2018
880000

AKJPD7835P(hereinafter referred to as the "LICENSORS") which expression shall, unless it is repugnant to the context be deemed to mean and include its affiliates, administrators, successors and assigns), of the FIRST PART;

AND

M/s HOMEXPERTS , a Partnership Firm having Pan No AALFH3024L, represented by its Partners (i) Mrs Anam Ambreen wife of Mr Niraj Mehata, PAN No AZMPA4823C, resident of 2, Vanderburg lane, 1st floor Kolkata 700073 and (ii) Mrs Rina Seksaria wife of Mr Prakash Seksaria, PAN Number BDNPS5062H resident of Duke Garden, RB 29, Raghunathpur Road, King 3B, Tegharia, Kolkata 700059 , (hereinafter referred to as the "LICENSEE" which expression shall, unless repugnant to the context be deemed to mean and include it affiliates, administrators, successors and assigns, legal heirs, partners, nominees), of the SECOND PART.

A. WHEREAS the Licensors and the Licensee are hereinafter collectively referred to as "Parties" and individually as "Party".

B. AND WHERE AS the LICENSOR is the absolute and lawful owner and as such are well and sufficiently entitled to a commercial space, identified as Unit No: ASO 203 , measuring about 753 sq.ft. super built-up area situated on the 2nd Floor of the building known as "ASTRA TOWER" which building is situated at Plot No 2C/1, Action Area 2C, New Town, Rajarhat, Kolkata . (herein after referred to as the "Office Premises") and the Licensor(s) are in actual, physical, vacant and peaceful possession of the said office premises as the absolute owner thereof.

C. AND WHEREAS the above office premises situated at "ASTRA TOWER" which building is situated at Plot No 2C/1, Action Area 2C, New Town, Rajarhat, Kolkata, and the said building, is maintained by the Developer or its Authorised Representative as well as the electric supply is provided by the Developer and the common areas of the building is maintained by the Developer or its Authorised Representative.

D. AND WHEREAS the Licensee has approached the Licensor(s) with a request for grant of License to use the Office Premises, for commercial purpose for a period of 36 (thirty six) months for the purpose of carrying out their business/office and the Licensor(s) have agreed to do so on mutually agreed terms and conditions mentioned hereunder. However, the Office Premises has been more particularly described in the Schedule 'A' hereunder written.

NOW THEREFORE THESE PRESENTS WITNESSETH THIS DEED AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. TERM OF DEED AND RENEWAL:

The Licensor(s) agreed to grant on license the Office Premises to the Licensee and the Licensee hereby accepts the Office Premises, as per Schedule 'A' attached to hold unto for an initial period of 36 (thirty six) months with effect from 1st ~~September~~ ^{OCTOBER}, 2018 to 31st ~~August~~ ^{SEPTEMBER} 2021 (hereinafter referred to as "Initial Term") with a lock in period of initial two years. The License shall commence w.e.f. 1st ~~September~~ ^{OCTOBER}, 2018 (herein referred to as "Commencement Date") and on the same day, Licensee shall be handed over the possession of the said office space with vitrified tiles flooring and false ceiling, office space developed as per the requirement of the Licensee. This license agreement is renewable for a further tenure of 3 years from the expiry of the "Initial Term" or as per the mutually agreed terms and conditions at the time of such expiry of the initial period of three years.

2. LICENSE FEE, MAINTENANCE AND ESCALATION:

a) That the monthly "License fee" of the office premises shall be Rs. 40,000/- (Rupees forty Thousand Only), pm subject to Tax Deduction at Source (TDS) as per the Income Tax regulation as applicable from time to time (hereinafter referred to as "License Fee"), excluding the maintenance charges of common services and utilities like water supply, sanitary, electrical lines, security of the building, replacement of electrical equipments in common area, etc, as may be

HOMEXPERTS

Anam Ambreen

Partner

HOMEXPERTS

Rina Sekhsaria

Partner

SAVEGREEN PROJECTS PRIVATE LIMITED

Sanil-Dave

Director

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Sanil-Dave

Director

HOMEXPERTS

Rina Sekhsaria

Partner

HOMEXPERTS

Anam Ambreen

Partner

charged by the building maintenance Company/ Society from time to time. The "License fee" is payable by Cheque/Demand Draft are to be drawn in in favour of 'Save green projects Pvt Ltd' subject to Tax Deduction at Source (TDS).

- b) The License Fee shall be payable from 1st ~~September~~ ^{OCTOBER}, 2018 in advance.
- c) The Interior of the Office space has already been developed as per the requirement of the Licensee and the Licensee will be at liberty to carry out further interior work in the Office Premises at their own cost without in any manner damaging the development work already carried out.
- d) The License Fee shall be increased by 10% on last paid monthly License Fee after completion of every one year i.e. the license fee payable will be Rs 44,000/- pm effective from 1st ~~September~~ ^{OCTOBER} 2019 till 31st ~~August~~ ^{SEPTEMBER} 2019 and same will be enhanced to Rs 48,400/-pm effective from 1st ~~September~~ ^{OCTOBER} 2020 to 31st ~~August~~ ^{SEPTEMBER} 2021.
- e) The License fee shall be payable before 7th day of the every month.

3. TAXES:-

- a. The above fees shall be inclusive of all taxes, levies, outgoings in respect of the said office space including but not limited to municipal tax, property tax etc.
- b. GST/ Tax on the above maintenance charges shall be levied as per the GST/ Tax Act charged by the Government of India, as may be applicable from time to time, and shall be borne by Licensee over and above the maintenance charges.

4. REFUNDABLE SECURITY DEPOSIT (RSD):

- a. The Licensee shall deposit with the Licensor(s) Rs. 1, 20,000/- (Rupees One Lac twenty Thousand Only), an interest free Refundable Security Deposit (RSD) equivalent to the License Fee of 3 (Three) months. The above security deposit of Rs. 1, 20,000/- has been paid to the Licensor(s) at the time of signing of this Leave and Licence Deed by Cheque No. 000441 dated 28.09.2018 drawn on ICICI BANK.
- b. The Security Deposit shall be refunded by Licensor(s) to the Licensee immediately within 10 days from the date of expiry or termination of the Agreement after deducting the dues such as due rent, electricity charges, and other damage repair charges if any.
- c. In the event, the Licensor(s) fails and/or neglect to refund the Refundable Security Deposit when due upon expiry or earlier termination, and despite

the Licensee being ready and willing to return possession of the Office Premises, the Licensor(s) shall be liable to pay simple interest at the rate of 18% (eighteen percent) per annum from the due date till actual payment thereof, as penalty which shall be paid by the Licensor(s); without raising any objection, demur or protest notwithstanding the right of the Licensee to take appropriate action/remedy available under law. Without prejudice to the other rights under this deed, the Licensee shall be entitled to retain the absolute and peaceful possession of the Office Premises till such time as all the money paid as and by way of security, along with interest on delayed payment of the Security Deposit, is refunded to the Licensee, without any further payment towards License Fee beyond the period of the expiry or sooner termination of this Deed.

- d. If the due rent not paid in due time as mentioned, The Licensee shall be liable to pay simple interest at the rate of 18% (eighteen percent) per annum from the due date till actual payment thereof.

5. PARKING & SIGNAGE:

- a. The Licensor(s) shall provide the parking space for one four wheeler in designated place within the garage space available/demarked in the building for the said office unit no _____ (Office Premises) by the building authority or as understood between the parties.
- b. The Licensee will install such numbers of its Signage/Name Plate/Sign Board in front of the office unit and in the reception in the designated place as understood and agreed between the parties to the agreement and the Licensor(s) will have no objection in it.

c. REPRESENTATIONS & OBLIGATIONS OF THE LICENSOR ARE AS FOLLOWS:-

- a. That the Licensor(s) shall provide parking space for 1 four wheeler in the designated parking space allotted to the Licensor by the Builder.
- b. That the Licensor(s) shall hand over the physical possession of the Office Premises to the Licensee on the date of signing this agreement.
- c. The Licensee shall pay off/start providing the License fees/rent to the Licensor(s) with effect from the date of the actual handover of the original

possession over the unit office to Licensee for use and occupation of the Office Premises, as commercial accommodation for a period of 36 (thirty six) months for the purpose of carrying out its business/office and the Licensor(s) have agreed to do so on mutually agreed terms and conditions mentioned herein this deed.

- d. Upon the Licensee performing and observing the terms, conditions and stipulations herein contained to be observed and performed by it, the Licensor(s) shall allow and ensure that during the period of this Deed the Licensee shall enjoy peaceful occupation and use of the Office Premises and use and occupy the Office Premises without any interference from the Licensor(s) or any person/s claiming under, through or in trust for the Licensor(s);
- e. The Licensee shall be entitled to use the common facilities in the said Building in which the Office Premises is situated and as is available to the Licensor(s).
- f. The Licensor(s) shall refund to the Licensee the amount of Security Deposit in accordance with the terms of this Deed.
- g. The Licensee(s) shall, in first instance, pay all present and future outgoing and municipal taxes & building maintenance and shall have cleared all the electricity, water and any other bill pending till the date of execution of this Deed in respect of the Office Premises and shall be solely liable for the same in case of non-payment.
- h. The Licensor(s) shall not sell, transfer or alienate with the ownership of the Premises without giving 3 months prior written notice to the Licensee. If the Licensor(s) at anytime during the period of the Leave and License Deed intends to sell and/or transfer its ownership rights in the said property in whole or any part thereof to any person(s) then the Licensor(s) shall get the Licensee's rights under the Leave and License Deed attorned by the transferee(s) on the same terms and conditions as contained herein.
- i. The Licensor(s) represents that all necessary clearances including but not limited to approvals and registrations etc. have been duly obtained or will be obtained in due course by the Licensor(s) from the concerned government authorities, including but not limited to permission for commercial use and the Occupancy Certificate for the Office Premises and no claims, outstanding dues in respect of any taxes etc. in respect of the Office Premises are pending or if so

6/A, RAJIV GANDHI BUILDINGS, PUNE-411 004, INDIA

Sanjit Dan

Director

HOMEXPERTS

Rina Sekharia

Partner

HOMEXPERTS

Amy Ambrose

Partner

will be borne by the Licensor(s). Further, Licensor(s) have represented that all necessary compliances required under applicable laws have been adhered to.

- j. The Licensee shall be entitled to install Air Conditioning equipment in the licensed portion as per its requirement with the permission/intimation with the CESC/WBSEBCL/Building Authority.
- k. The Licensor(s) has represented that Licensor(s) is/are the absolute owner of the Office Premises and is in legal possession thereof and the Office Premises is free from all encumbrance including all the Mortgages/charge/lien, attachment and other etc. and shall keep the Office Premises free from all charges and encumbrances during the pendency of this Deed. Further, the Licensor(s) have full right and absolute authority to grant the right to Licensee to use and occupy the Office Premises for the purpose of carrying out its business activities as represented by the Licensee in the recitals of this Deed.
- l. Licensor(s) shall permit the Licensee, its employees, authorized agents, representatives, guests with uninterrupted access and to use and enjoy the said Office Space including but not limited to the common facilities/area, etc. 24 hours x 7 days duration, during the subsistence of this Agreement/Deed and for the Renewed Term if any. Further, Licensee shall be entitled to the use and enjoyment of all common area, corridors, toilets, water, common lighting in the building in which the said Office Space is situated.
- m. The Licensor(s) shall provide the power back up through a Diesel Generator Set already installed in the property and includes within the CAM.
- n. The Licensor(s) shall undertake all of the major repairs to structure of the Office Space upon a written notice to the Licensor(s) by the Licensee in this regard mentioning the urgency of action necessary and time frame for repairs thereof.
- o. The Licensor(s) have provided the Office Premises with vitrified tiles flooring and false ceiling as per the Schedule mentioned here below, attached herewith.
- p. The Licensor(s) shall not commit any act, deed, matter or thing during the period of this Deed, whereby the right of Licensee to use and occupy the Office Premises is jeopardized, affected or rendered void. The Licensor(s) shall indemnify and keep indemnified the Licensee against all actions, suits and proceedings and all costs, charges, expenses; loss or damage incurred or

SAV BARRISTER & SONS PRIVATE LIMITED

Sunil Datta

Director

HOMEXPERTS

Rina Sekaria

Partner

HOMEXPERTS

Manu Ambekar

Partner

suffered by or caused to the Licensee by reason of any breach, non-observance, non-performance of the terms and conditions of this Deed.

d. REPRESENTATIONS & OBLIGATIONS OF THE LICENSEE ARE AS FOLLOWS:-

- a. To pay to the Licensor(s) punctually and regularly the monthly License Fee in accordance with this Deed.
- b. To hand back and deliver to the Licensor(s) promptly on the day of the termination of this deed full and complete vacant possession of the Office Premises subject to refund of the Refundable Security Deposit as mentioned above in this Deed;
- c. The Licensee shall be entitled to erect/install temporary work stations, cabins, glow signs, electrical works, LAN etc. and shall be authorized to disassemble the same without damaging the floor, walls, ceiling etc. in any manner upon termination of this Agreement/Deed, provided that the Office Space shall be returned to Licensor(s) at the condition on which they were received by Licensee, subject to normal wear and tear. Licensee and/ or any other authorized person on its behalf shall have the 24 hours unrestricted and unfettered right to access to the Office Space at all times with the prior written consent of the Licensor(s). ;
- d. The Licensee shall carry on its business and conduct on its own account and at its own risk and cost, at and from the Office Premises, in a proper and lawful manner and at all times in good faith and in a reputable manner,
- e. The Licensee represents and covenants that it shall not carry on any offensive trade or business nor any illegal or immoral act or purpose in the Office Premises. Licensee further ensures that they further shall not store any hazardous element and/or unlawful material within the licensed premises, in default licensor(s) shall have right to terminate the deed without any notice and licensee shall have to vacate the premises peacefully.
- f. The Licensee shall be responsible for all acts of its staff, employees and representatives and of anyone else done on its account including any mishaps caused in conducting the said business activities and/or carrying on all activities ancillary and/or incidental and/or connected thereto.
- g. The Licensor(s) shall provide the electrical load as given by the building authority for the office premises. Licensee shall pay directly to the relevant

department the electricity charges on actual in respect of the load consumption in the Office Premises and shall forthwith hand over the photocopies of the bills/receipts to the Licensor(s). However, on the request of Licensee for revised electrical load if needed, Licensor(s) shall apply for a revised load at Licensee's cost.

- h. The Licensee shall from the date of possession maintain the Office Premises at the Licensee's cost in a good repair and condition and shall not do, or suffer to be done, anything in, or to the Office Premises, and/or common passages, or the compound which may be against the rules or bye-laws of the Local Authority/-Corporation or any other statutory authority.
- i. The Parties further state that they shall do nothing to injure the reputation of the either Party and shall not offend against any law, statute, rules, regulations and bye-laws issued by the Government, Local, Municipal or any other competent authority in any ways or to permit or suffer to be done any act or thing which may in any way impair the business or reputation of the Licensor(s) or Licensee.
- j. The premises shall remain in the judicial possession of the Licensor(s). The Licensee will be entitled to put its own lock in the Office Premises. The Licensee hereto gives the right to the Licensor(s) or any other representative appointed by the Licensor(s), to inspect the Office Premises during the working hours of the Licensee, subject to written consent from Licensee (which consent shall not be unnecessarily withheld). The Licensee shall have the liberty to change the locks however; such right is subject to the prior written consent of the Licensor(s).
- k. The use of the said office space is specific to Licensee and Licensee shall not give the benefit of this deed or assign this deed or purport to do any of the above or do or execute any act, deed, matter or thing which may have the effect of giving the benefit of, or assigning, this deed or transferring any rights in, or to, the said office space to anyone without the prior written consent of the Licensor(s).
- l. Licensee shall, at its own cost and risk, and in its own name be responsible for applying, obtaining in advancement of commencement of business and keeping in force all applicable governmental approvals, licenses, sanctions, authorizations, permits and registrations necessary (including under the Shops and Establishment Act), if any, for the conduct of its business in the

said Office Space and for ensuring that the terms and conditions of such approvals, licenses and permits are strictly adhered to and to indemnify the Licensor(s) against any consequences or proceedings arising from Licensee's default in complying with the provisions of this sub-clause.

- m. In case of failure by the Licensor(s) to pay the Government or statutory dues then Licensee shall have the right to pay the said amounts upon receipt of notice by said bodies after receiving written confirmation/mail confirmation from the Licensor(s) and proportionately deduct the same from the monthly licensee fees.

8. LOCK-IN-PERIOD & TERMINATION

- a. The Licensor(s) to the deed has agreed to the proposal of the lock-in-period of 24 months commencing from the date of handing over the premises. If the licensee vacates the said office space during the lock in period, the licensee will be liable to pay/ adjust the license fees for the remaining period of the lock in period of 24 months. Similarly if the Licensor(s) ask the Licensee to vacate the Office Space, or terminates this agreement/deed before the expiry of 24 months, the Licensor(s) shall pay the license fee for the remaining period to the Licensee alongwith the Refundable Security Deposit after vacant the space of such vacation. After the expiry of lock in period this clause automatically terminates between the parties.
- b. Subject to the provisions of the lock-in-period both the parties have the right to terminate this Deed after giving the other Party 2 (two) months written notice in advance.

9. PRINCIPAL-TO-PRINCIPAL RELATIONSHIP:

The relationship between the Licensors and the Licensee under and/ or in pursuance of this Deed is as between Principal and Principal. Consequently, neither party shall be entitled to represent the other and/ or make any commitment on behalf of and/ or in the nature of the other to or before any public body or authority and/or with traders or any other party. Furthermore, no relationship in the nature of Partnership or Association of Persons is hereby being created or intended to be created between the Licensors on the one hand and the Licensee on the other hand in connection with and/or relating to the

Sushil Daw
Director

HOMEXPERTS
Rina Sekaria
Partner

HOMEXPERTS
Anam Ambres
Partner

business of the Licensee to be conducted at the Office Premises by the Licensee. In these circumstances, the Licensors and the Licensee respectively shall be responsible and liable to offer for assessment of the income of their respective selves from and concerning and/or relating to the said business.

10. NO LEASE, TENANCY ETC;

The use and occupation by the Licensee of the Office Premises does not amount to nor is it intended to create any, lease, tenancy, sub-tenancy rights or any other analogous rights or as transferring any right, title and interest of any nature whatsoever in favour of the Licensee in, over or upon the Office Premises or any part or parts thereof;

11. FORBEARANCE:

No forbearance, indulgence, relaxation or inaction by the parties at any time to require the performance of any provision of this Deed shall in any way affect, diminish, or prejudice the right of the parties to require the performance of that or any other provision of this Deed.

12. WAIVER:

No waiver or acquiescence of any breach, or any continuing or subsequent breach of any provision of this Deed shall be construed as a waiver of any right under or arising out of this Deed or an acquiescence to or recognition of any right and / or any position other than that expressly stipulated in the Deed.

13. NOTICE:

Any notice herein may be given if sent by hand delivery and written acknowledgment obtained thereof or by Registered A.D. at the respective addresses of the parties, mentioned first above and shall if so sent, be deemed to be duly delivered, in the case of hand delivery, and when written acknowledgement is received and in the case of Registered A.D. post four (4) days after posting. The parties agree to notify in writing any change of address in which case the notice under this Clause shall be sent at the changed address.

14. PARTIAL INVALIDITY:

If at any time, any provision of this Deed shall become or be held illegal, invalid

5/21/2020
Sunita Dan
Director

HOMEXPERTS
Rina Sekaria
Partner

HOMEXPERTS
Nancy Andrews
Partner

or unenforceable in any respect under any law, then the legality, validity or enforceability of the remaining provisions shall not in any way be thereby affected or impaired.

15. CO-OPERATION

Licensors and Licensee agree to co-operate with each other and if and when required they shall enter into and exchange such other and further documentation, information, confirmations, agreements and understandings in writing as may be necessary in furtherance of the Deed as has been arrived at herein in respect of the Office Premises.

16. FORCE MAJEURE:-

- (a) Any failure or omission by either Licensors or Licensee perform its obligations under this Deed shall not be deemed to be a breach of this Deed, if the same is caused by reasons or circumstances constituting Force Majeure, which shall include but not limited to acts of God, acts of any Government or any agency thereof, law, order, decree or regulation both present and future of any Government or any agency thereof, fire, war, riots, civil commotion, strikes, lockouts, embargoes, disasters or any other cause beyond the control of the party affected. The party claiming Force Majeure shall as soon as possible notify the other party, of the conditions constituting Force Majeure, which affect the execution of this Deed together with expected duration thereof. The performance of obligations of the party invoking Force Majeure shall, to the extent affected by it, remain suspended during the subsistence of such Force Majeure and the period for the performance thereof shall be extended by the period(s) of justifiable and reasonable delay on account of it.
- (b) The Licensor shall not be responsible for any injury or damage which may be caused to Licensee or the staff or visitors or clients of the Licensee or to any goods or property of the Licensee, which may be lying in the Licensed premises by fire, leakage, breakage or bursting of water, waste or gas pipes or electricity or the accidental giving way of any portion of the wall, floor, roof or any portion of the Licensed premises or from any theft or from any other cause

SHRILAKSHMI PROJECTS PRIVATE LIMITED

Seni Dan

Director

HOMEXPERTS

Pina Seksanja

Partner

HOMEXPERTS

Anas Huben

Partner

whatsoever.

17. AUTHORITY

Both parties hereby represent that they are authorized to enter into this Deed.

18. AMENDMENTS

No change or modification of this Deed shall be valid unless the same shall be in writing and signed by both Parties to this Deed.

19. STAMP DUTY AND REGISTRATION, IF ANY:

Stamp Duty and Registration charges, if any, deed shall be borne by the Licensee. The Licensors hereby undertakes to render all assistance to complete the Registration formalities of this Deed, if required, by attending the office of the Register/Sub-Registrar for admitting execution of the Deed by the Licensors.

20. DISPUTE RESOLUTION AND JURISDICTION

All disputes/ differences relating to and/ or arising out of this Deed and/ or anything done in pursuance thereof shall be referred to a sole arbitrator to be appointed by the mutual consent of the Licensor(s) and Licensee. The place of arbitration shall be Kolkata city and the arbitration proceedings shall be carried out in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and/or any amendments thereof, and the decision of the sole arbitrator shall be binding upon the Parties.

The agreement falls under the jurisdiction of Kolkata.

HOMEPROJECTS PRIVATE LIMITED

Sunil Dan

Director

HOMEXPERTS

Rina Sekaria

Partner

HOMEXPERTS

Anam Arora

Partner

IN WITNESS WHEREOF THE PARTIES HERETO AFFIXED THEIR
SIGNATURES ON THE DATE FIRST WRITTEN ABOVE:

Sunil-Dan
Director

HOMEXPERTS
Rina Sekaria
Partner

HOMEXPERTS
Anam Ambar
Partner
LICENSEE(S)

LICENSOR(S)

WITNESSES:

Signature:

Name:

Address:

Signature:

Name:

Address:

SCHEDULE -A

All that Unit No: ASO 203 , measuring about 753 sq.ft. super built-up area situated on the 2nd Floor of the building known as "ASTRA TOWER" which building is situated at Plot No 2C/1, Action Area 2C, New Town, Rajarhat, Kolkata,

SOHOMESH PROJECTS PRIVATE LIMITED

Sanil Das

Director

HOMEXPERTS
Priya Sekharia
Partner

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Annu Anand
Partner