

भारतीय गैर न्यायिक

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TEN
RUPEES

Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



THIS AGREEMENT OF LEAVE & LICENSE EXECUTED in Kolkata on this 1st day of August, 2018.

BETWEEN

M/S. LAVANYA TIEUP PVT. LTD.(PAN NO:- AABCL0616P), having its registered office at 1, R N Mukherjee Road, 3rd Floor, Room 305B, Martin Burn House, Kolkata 700 001, a Private Limited Company incorporated under the Companies Act, 1956, represented by its Directors, **Mr. Ajay Goyal**, 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

ANASHVISION CONSULTANCY PRIVATE LIMITED (PAN No:- AAQCA6344Q), (CIN: U74999WB2018PTC225102) having its registered office at 24/B Manjendra Dutta Road, Dum Dum CANT, P.O & P.S- Dum Dum Cantonment, Near Narendra Cinema Kolkata-700028 (WB) INDIA, a **PRIVATE** Limited Company incorporated under the Companies Act, 2013 represented by its Director **Mr. Sandip Biswas**, (PAN No: ALQPB4952P) hereinafter called the **LICENSEE** which term and expression shall mean and include wherever the context so requires or permits themselves, legal representative, 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

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Sandip Biswas

Ajay Goyal
Director

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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 6ES2, 6th Floor, Mani Casadona, Block-East Financial Hub, PLOT NO. IIF/4, STREET NO. 372, ACTION AREA IIF, NEWTOWN, 6th Floor, Kolkata 700 135 described in Schedule 1, measuring about 3502 Sq. Ft. super built area be the same a little more or less.

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** they 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 6ES2 measuring about 3502 Sq. ft. Super Built up area a little more or less on the 6th Floor, Mani Casadona, Block-East Financial Hub, PLOT NO. IIF/4, STREET NO. 372, ACTION AREA IIF, NEWTOWN, 6th Floor, Kolkata 700 135 hereinafter referred to as the said Commercial Space/Unit) on LEAVE & LICENSE basis.

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

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, "**BARE LICENSE ON A CONTRACTUAL BASIS FOR A TENURE OF THIRTY SIX MONTHS**" only, starting from 1st August , 2018 ending on 31st July, 2021.

WHEREAS the **LICENSOR** has agreed to license out the office space to the **LICENSEE** for a monthly license fee of Rs. 85,040/- (Rupees Eighty Five Thousand Fourty Only) plus GST if applicable which shall be license fee payable every month in advance within 7th of every English calendar month, license fee commencing from 1st August, 2018, subject to deduction by the **LICENSEE** of tax at source under the Income Tax laws as may be in force from time and **LICENSEE**.

AND WHEREAS the **LICENSEE** had agreed to pay the **LICENSOR** interest free security deposit a sum of Rs.4,65,240/-(Rupees Four Lakh Sixty Five Thousand Two Hundred Fourty 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**.

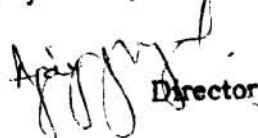
NOW THIS AGREEMENT OF LEAVE & LICENSE WITNESSETH:

That in pursuance of the foregoing and in consideration of the license hereby reserved and 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.

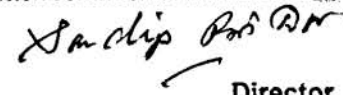
A. LICENSE FEE :

- (i) **THAT** the **LICENSEE** herein agrees that it shall, pay to the **LICENSOR**, the monthly license fee of Rs. 85,040/- (Rupees Eighty Five Thousand Fourty Only)

Lavanya Tie Up Pvt. Ltd.


Director

ANASHVISION CONSULTANCY PRIVATE LIMITED


Director

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plus GST if applicable payable on or before 7th of every current English calendar month, LICENSEE agreed to increase of 5% on the present license fee every 12 months with same terms & conditions.



B. SECURITY DEPOSIT :

- (i) The LICENSEE has paid the LICENSOR interest free security deposit a sum of Rs. 4,65,240/- (Rupees Four Lakh Sixty Five Thousand Two Hundred Fourty Only) interest free Security Deposit in favor of the LICENSOR the receipt of which sum the LICENSOR do 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 vacant peaceful possession of the Schedule Property in good condition to the LICENSOR, subject to lawful deductions if any for arrears in electricity, water, maintenance etc., and deductions if any for damages to the Schedule Property subject to reasonable/normal wear and tear.
- (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 water consumption charges. DG consumption charges and all Electricity consumption charges (on actual unit consumption basis) with monthly maintenance charges (which shall be approx Rs. 7/- per square feet on super builtup area of the unit) as per the agreement entered with M/s Magus Bengal Estates LLP by the Licencor, regularly to the respective authorities every month as per the bills received from the authorities/building facilities management in respect of the Schedule Property.

D. MAINTENANCE :

- (i) That the LICENSEE shall at the time of occupation of the Schedule Property see that all fittings, fixtures and flooring are in perfect order, that nothing is broken or missing and thereafter it shall be the responsibility of the LICENSEE to maintain them in good condition. Natural wear and tear and damaged by the Act of God being exempted. 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 responsible for any loss or damage to the same.

Lavanya Tie Up Pvt. Ltd.

[Signature]
Director

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[Signature]

Director



- (i) The LICENSEE shall carry out at its own cost the day to day repairs such as replacement of fuses, fixing of leaking water taps, ~~the maintenance of~~ 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, water charges, and electricity consumption charges within due date as per bill which will be raised by authorities/building facilities management.

E. ALTERATIONS

- (i) 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.

- (ii) 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.

F. SUB-LETTING

The LICENSEE herein shall not be entitles 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 inside the door of office space.

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ANASHVISION CONSULTANCY PRIVATE LIMITED
[Handwritten signature]
Director

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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.

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.

J. TERMINATION:

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

- a. Both parties can terminate this agreement by giving 60 days advance notice in writing to the each other without assigning any reason after the 24 months of the leave & license period, first 24 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 day notice for non – payment of license fee for a period of 1 (one) month by the LICENSEE then it will treated as a breach of contract.

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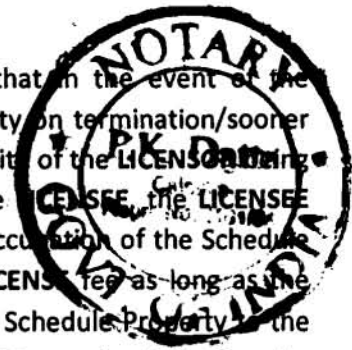
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Director

ANASHVISION CONSULTANCY PRIVATE LIMITED

[Signature]
Director

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It is specifically agreed between the parties herein that in the event of the LICENSEE not having handed over the Schedule Property on termination/sooner determination of this LEAVE & LICENSE Agreement, in spite of the LICENSOR being ready and willing to refund the security deposit of the LICENSEE, the LICENSEE shall be liable to pay liquidated damages for use and occupation of the Schedule Property at thrice the prevailing monthly LEAVE & LICENSE fee as long as the LICENSEE does not hand over vacant possession of the Schedule Property to the LICENSOR. Similarly, failure on the part of the LICENSOR to refund the Security Deposit simultaneously upon handing over physical possession of the said Premises by the LICENSEE to the LICENSOR upon mature or premature termination of the said Premises as per the terms of this License.



K. 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 condition and covenants of the license herein contained, the LICENSEE shall be entitled to peaceful possession and quiet 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 registered 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.

L. Jurisdiction:

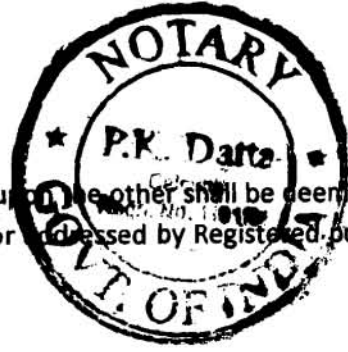
Only the Courts having territorial jurisdiction over the concerned properties in West Bengal and/ or the Hon'ble High Court at Kolkata shall have the jurisdiction to entertain and determine all actions and proceedings between the parties hereto relating to or arising out of or under this Deed or connected therewith.

Lavanya Tripathi
Director

ANASHVISION CONSULTANCY PRIVATE LIMITED

Sandip Baidya
Director

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M. Notice:

Only notices required to be served by either Party hereto upon the other shall be deemed to have been duly and effectually served if delivered by hand or addressed by Registered post A.D. at the following Address

In the Case of LESSOR:

Mr. Ajay Goyal
LAVANYA TIEUP PVT. LTD.
1, R. N. Mukherjee Road, Martin Burn House,
3rd Floor, Room 305B, Kolkata – 700001

In the case of the LESSEE:

Mr. Sandip Biswas
Anashvision Consultancy Private Limited
24/B Manjendra Dutta Road, Dum Dum CANT,
P.O & P.S. – Dum Dum Cantonment, Near Narendra Cinema,
Kolkata – 700028, (WB) INDIA

SCHEDULE OF PROPERTY

ALL THAT the side of the Unit No 6ES2, measuring about 3502 Sq. ft. Super Built up area a little more or less on the 6th Floor, Mani Casadona, Block-East Financial Hub, PLOT NO. IIF/4, STREET NO. 372, ACTION AREA IIF, NEWTOWN, Kolkata 700 135 and five(5) car parking space.

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

WITNESS:

1. Debnishigupth
AH-11, Rabinindra pally
Krishnanapur, Kol - 70001.
2. Abhishek Ti
Abhishek Todi
3A, K.K. Pally,
Birati, Kol - 700051

Lavanya Tie Up Pvt. Ltd.
Ajay Goyal
Director
LICENSOR

ANASHVISION CONSULTANCY PRIVATE LIMITED
Sandip Biswas
Director
LICENSEE

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