



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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THIS AGREEMENT is made this 2nd day of November, 2020 (Two Thousand Twenty) **BETWEEN MULTIWAY PROJECTS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its Registered Office at 243, C. R. Avenue, Kolkata – 700 007, represented by **SRI SHRIRAM CHOUDHURY**, residing at CD-291, Salt Lake, Kolkata – 700 064, hereinafter referred to as the “**LICENSOR**” of the **ONE PART**.

AND

M/S FIDELITE VENTURES PVT LTD (PAN NO. AADCF7205N), Office at: 210/1A Rash Behari Avenue, Kolkata-700029, its authorized signatory **MR. SUMIT CHAKRABORTY (Aadhar no. 8493 6060 7305)**, Director of the Company who is authorized to sign and execute this lease Agreement, hereinafter referred to as the “**LICENSEE**” of the **OTHER PART**.

FIDELITE VENTURES PVT. LTD.

Sumit Chakraborty
DIRECTOR

For MULTIWAY PROJECTS PVT LTD

[Signature]
Authorised Signatory

WHEREAS the Licensor are seized and possessed of or otherwise well and sufficiently entitled to in respect of ALL THAT unit no. 307 measuring about 750 sq ft (approx) super built up on the 3rd floor of premises No. 46/31/1, Gariahat Road, commonly known as Ballygunge A.C. Market, Kolkata – 700 029, morefully and particularly described in the schedule hereunder and hereinafter referred to as the License Premises.

AND WHEREAS the Licensee has approached the Licensor to grant license for a period of 11 (eleven) months commencing from 15th day of November, 2020 to 14th October, 2021 and the Licensor have agreed to the same on the terms and conditions hereunder appearing.

NOW THIS AGREEMENT WITNESSETH and it is hereby mutually agreed by and between the parties as follows;-

1. The Licensor both hereby grant Leave and License unto the Licensee to use and occupy the said premises individually all furniture and fittings temporarily initially for a period of 11 months and the Licensee shall pay a Licensee fee of Rs. 31,000/- p. m + building maintenance charges and GST as actual (the licensor provide the GST no.). The said Licensee fees shall be paid by the Licensee to the Licensor on the 7th day of every month in advance (post dated cheque for eleven month which will be mentioned in schedule B) for which it becomes due without any abatement or deduction whatsoever, except the TDS as applicable/The Licensee shall deposit the said TDS with the competent Authority and shall issue the TDS Certificates to the Licensor. The fee is inclusive of Corporation Taxes.
2. This License Agreement may be renewed for another term after 11 months.
3. That the licensee shall keep in deposit a sum of Rs. 62,000/- (Rupees Sixty Two Thousand) only as interest free refundable/adjustable security deposit which shall be refunded by the Licensor after obtaining vacant possession of the said premises.
4. The Licensor shall be liable to pay all Municipal Taxes and outgoings but in case the said taxes are increased in future or new taxes are imposed the Licensee shall be liable for the same in addition to the said License Fee.
5. That the Licensee shall be entitled to use the common facilities or amenities in the premises/building and ingress to and egress from drive ways. The Licensee shall not be entitled to or claim any other facilities or right over other areas of the said premises or building.
6. The Licensee shall not commit any act of wastage or cause any damages to the said premises and shall keep the said premises in good order and condition till the period of Leave and License hereby ground or for such period the Licensee continues occupation and shall make good all damages and losses, if any, suffered by the Licensor due to any negligent act of Licensee or otherwise in respect of the said premises or any part thereof.

FIDELITE VENTURES PVT. LTD.

DIRECTOR

PROJECTS PVT. LTD.
 For M.L. I.W.A.
 Authorised Signatory

7. The Licensee shall at its own costs carry out all necessary repairs and shall upkeep and maintain the said premises in good repair and habitable condition.
8. It is agreed and recorded that during the period of the said permissible use by the Licensee as aforesaid, the Licensee shall pay and/or reimburse electricity charges, to be consumed in the said premises during the said period of permissible use and the Licensee shall be liable to and/or responsible for payment of the same punctually and without any default. The said electricity charges shall be paid in the name of Licensors. That in case any electricity charges are increased or levied after wards the license shall be liable to reimburse / pay the same to the licensor. The Sub – meter reading will be noted by both parties on 15th day of November, 2020.
9. That in case the electricity charges are not paid in time for two months, the Licensor and/or the maintenance authority shall be entitled to disconnect the electric connection.
10. That the Licensee shall comply with all the rules, regulations and bye-laws of the association of the building and in case the Licensee commits breach of any of the said association the Licensors shall at his sole discretion be entitled to terminate this agreement and shall be entitled to enter upon the Licensed premises without prejudice to the order right of the Licensor to recover all damages and costs to be incurred by the Licensor.
11. That under any circumstances whatsoever, except the amount, if any herein mentioned, the Licensee shall not be entitled to claim any adjustments from the said security deposit towards payment of Licensee fees and/or other dues.
12. That in default of payment of any amount herein mentioned by the Licensee, the Licensor shall be entitled to revoke the Licensee immediately and the Licensee shall be bound to deliver vacant possession of the said premises to the Licensor.
13. That during the said premises, the Licensee shall not allow anyone else to use the said premises or any part or option thereof. The Licensee shall not be entitled to make any addition and/or alteration in the said premises without the written permission of the Licensor, However, the Licensee may install Air-conditioner subject to permission from the Maintenance Authority/Building Association.
14. The Licensee shall keep the licensed premises in habitable and good conditions during the said period of License at his own costs and Licensor shall not bear any kind of expenses in respect of thereof and shall not use the same for residential purpose. The Licensee hereby agree to indemnify the Licensor against any loss or damage that may be suffered and shall keep the licensor harmless from and against any and all claims loss or liability whatsoever in respect thereof.
15. That the Licensee shall not use the said premises for any illegal or immoral purposes and shall not do any act of waste or negligence or default resulting in material deterioration of the said premises or shall store any inflammable or hazardous goods or articles in the said premises.
16. The License will have the right to enter upon the premises at any time to inspect the premises notwithstanding anything contrary contained herein above in any case the Licensee shall have to pay the licensee fees of the said premises for an initial period of 2 months and in case the licensee intends to cancel this

agreement or give up the license before the said period, the licensee shall be liable to pay compensation/damage @ RS.5,000/- per month for the un-expired period also and on obtaining possession of the said premises the Licensor shall refund the security deposit after deducting all this dues.

17. On the expiry of the period of this license or earlier determination in terms of this agreement, the licensee shall handover peaceful and vacant possession of the said premises in the same condition in which the same are licensed subject to usual wear and tear. In default of the licensee to vacate and deliver possession of the said premises, the Licensee shall be liable to pay damages @ Rs. 45,000/- per month or Rs. 1,500/- per day Notice period for vacant the said premises in one month for both the parties.
18. That in case, on expiry of the period of License or sooner determination, the Licensee fails to vacate the deliver peaceful possession of the said premises and in case the Licensor has to file suit for recovery or possession, in that event the licensee shall be liable to deposit in Court or pay to the Licensor the entire arrears of Licensee Fee and agreed damages months by month and every month till the possession is recovered in due course or law. The licensee shall not be entitled to claim adjustment from the security deposit and/or claim interest thereon.
19. That in case the said premises or any part thereof is requisitioned or required by the Government, the Licensee shall not be entitled to claim any compensation or consideration from the same.
20. It is hereby agreed and recorded that the license shall not have exclusive possession over the premises in question.
21. That the licensee, acting upon this license shall not executive any work of permanent character and/or incur any expenses for executing and it is hereby clarified that by virtue of this agreement, no transfer of interest is being created in favour of the Licensee except to use the said premises temporarily.
22. The Licensee Fee will be increased by 5% after eleven months period valid for another 22 months if both parties would like to continue this arrangement.

Authorized Signatory

FIDELITE VENTURES PVT. LTD.

Sumit Chakraborty
DIRECTOR

FOR MULTIWAY PROJECTS PVT. LTD.

Authorized Signatory

FIDELITE VENTURES PVT. LTD.

Sumit Chakraborty
DIRECTOR

SCHEDULE ABOVE REFERRED TO

ALL THAT unit no. 307 measuring about 750 sq ft (approx) super built up on the 3rd floor of premises No. 46/31/1, Gariahat Road, commonly known as Ballygunge A.C. Market, Kolkata – 700 029.

IN WITNESSES WHEREOF the parties hereto have hereunder set and subscribe their respective hands and signature at Kolkata on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

By the LICENSOR at Kolkata in the presence of :

1. Sidhartha Prasad
(23/54 Gaushtet Rd
K01-29)

For MULTIWAY PROJECTS PVT. LTD.

Signature of the LICENSOR
Authorised Signatory

2. Mukesh Kumar The
60, Hindustan Park
K01-29

MULTIWAY PROJECTS PRIVATE LIMITED

SIGNED, SEALED AND DELIVERED

By the LICENSEE at Kolkata in the presence of:

1. *[Signature]*

FIDELITE VENTURES PVT. LTD.

[Signature]
DIRECTOR

Signature of the LICENSEE

M/S FIDELITE VENTURES PVT LTD