



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



552597

**LEAVE AND LICENCE AGREEMENT**

**THIS AGREEMENT OF LEAVE AND LICENSE** made this 24th day of March, 2018  
**BETWEEN** M/s. Windson International, PAN NO.-AGXP6023E having its office at 29-B, Rabindra Sarani, 4<sup>th</sup> Floor, Room Nos.406 & 417, Kolkata – 700 073 and represented by its Proprietress Mrs.Chanda S. Khetawat W/o. Shri Shrawan Kumar Khetawat, hereinafter referred to as the "Licensor" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors-in-office and / or assigns) of the **ONE PART**

**AND**

M/s 360 REALTORS LLP; having its registered office at 607, TIME TOWER, MG ROAD, GURUGRAM – 122002 and, through its authorized representative, Mr. Vaibhav Jaiswal, hereinafter referred to as the "Licensee" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors or successors-in-office) of the **OTHER PART.**

For WINDSON INTERNATIONAL

*Chanda S. Khetawat*

Proprietor

For 360 Realtors LLP  
2 & 3 Bankshall Street  
Kolkata-700 001

**05 APR 2018**

Authorised Signatory

KAMAL KUMAR PAUL  
NOTARY GOVT. OF INDIA  
Regd. No.2700704  
C.M.M's, Court

WHEREAS the Licensor is the owner of the Demised Unit No.601, at Merlin Matrix measuring approx 1103. square feet of super built-up area on the 6th Floor, of the Building, situated at DN-10, Salt Lake City, Sector-V, Kolkata-700 091, fully furnished, fitted with a 5.0 Ton Centralized Air Conditioner with ducts all over, Light Fittings etc and is desirous of renting it out and the Licensees has agreed to occupy the said premises on rent from the Licensor for its commercial activities, this Leave and License Agreement has been made on the Terms and Conditions, set out hereunder:

**NOW THIS LEAVE AND LICENCE AGREEMENT WITNESSETH AS FOLLOWS:**

1. That in pursuance of this agreement and the covenants agreed to as mentioned herein and in consideration of the rent hereby reserved and on the part of the Licensees to be performed, observed or paid as the case may be, the Licensor has agreed to lease out to the Licensees the said premises together with all fittings & fixtures, easements, as set out in Annexure-A, and to grant the right of free passage and access to the said premises and to hold the same for a term of 36 Calendar months with effect from 1<sup>st</sup> day of April 2018 till 31<sup>st</sup> day of March 2021
2. That the Licensee shall pay to the Licensors in respect of the said premises, a monthly rent of Rs.65,000 (Rupees Sixty Five Thousand only) plus Rs.7,500.00 (Rupees Seven thousand Five Hundred only) which is inclusive of maintenance, Water Charges and One Car parking. The said amount shall be paid by the Licensee to the Licensor in advance within 10th day of each running month.
3. That the Licensees shall pay to the Licensor, a security deposit, equivalent to 3 months rent by way of Demand Draft or through RTGS, which shall be refunded by the Licensor to the Licensees on expiry of this agreement, without any interest but after deduction of the costs of any major damages or the outstanding liabilities of the Licensees which are absolutely accrued by utilization of the Licensees.
4. That the Licensee shall pay directly to the Facility Management of the said premises for the consumption of electricity against the Bills raised and submit the receipted Electric Bill to the Licensor for its record.
5. That the monthly rent, payable by the Licensee to the Licensor, shall be subject to deduction of TDS at applicable rates for which the Licensee shall submit to the Licensor a TDS Certificate every quarter of the financial year.
6. That the Licensee shall use the said premises absolutely for its own commercial use and shall not sublet, assign or part with possession of the whole or any part of the unit.
7. That the Licensee shall have the rights to apply for any licences with the Government Departments/Bodies etc. for complying with the Government policies from time to time, for its business.

For WINDSON INTERNATIONAL

*Chanda S. Khetawat*  
Proprietor

For 360 Reactors LLP

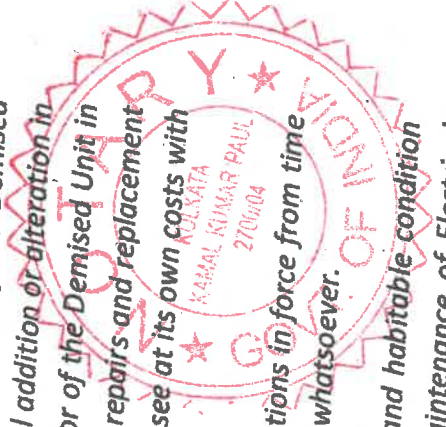
*[Signature]*  
Authorized Sign

KAMAL KUMAR PAUL  
NOTARY GOVT. OF INDIA  
Regd. No.2700/04  
C.M.M's, Court  
2 & 3 Bankshall Street  
Kolkata-700 001

05 APR 2018



8. That the Licensee shall not drill, break, maim, hammer or in anywise damage or destroy the beams and columns in the floor, ceiling and walls of the Demised Unit. The Licensee shall also not carry out any structural addition or alteration in the Unit in any manner. The Licensee shall keep the interior of the Demised Unit in good repair water and wind tight condition. All internal repairs and replacement and alterations inside the Unit shall be done by the Licensee at its own costs with prior written consent of the Licensee.
9. That the Licensee shall comply with the rules and regulations in force from time to time, of local authorities and/or other Municipal Body, whatsoever.
10. That the Licensor shall handover the premises in clean and habitable condition and the Licensee shall maintain the same including maintenance of Electrical Fittings and Fixtures, Sanitary Wares, Water Taps Window Panes etc, AMC of equipments like Air Conditioner, at its own costs and efforts.
11. That the Licensor shall handover to the Licensee, the premises with all Electrical Fittings/Fixtures, Window Panes/Taps/Sanitary wares in good and unbroken condition.
12. That All Property Taxes, Municipal Taxes, House/Holding/Ground Taxes etc. shall borne by the Licensor.
13. That the Licensor shall inform the Licensee of its intentions to sell/mortgage/pledge well in advance of its happening if any, and shall ensure that the Licensee shall not be effected by such acts, before the expiry of this agreement.
14. That the Licensee shall not create any inconvenience/nuisance to the Licensor or the Co-occupants of the building and shall run its business peacefully.
15. That the Licensee shall allow/permit the Licensor or his representatives to enter upon the said premises at all reasonable times on giving prior notice for the purpose of inspection or for carrying out repairs as and when necessary. While day to day minor repairs may be carried out by Licensee at its own discretion and cost, the major repairs shall be carried out after mutual discussions and agreement of both Licensee and Licensor.
16. That this agreement is subject to a LOCK-IN-PERIOD of first 18 calendar months from the date of this Leave and Licence Agreement during which neither party can terminate this Agreement for the reason whatsoever. After the expiry of first eighteen months, the Licensee can terminate this agreement by giving a prior 3 month notice or make 3 months rental payment in lieu thereof, in writing either by mail, registered post or by hand. However, in the event of breach of terms and conditions of this leave & license agreement by either of the parties, the agreement may be cancelled upon giving 30 days advance notice in writing to the Other Party.



For WINDSON INTERNATIONAL

Chanda S. Khetawat

Proprietor

For 360 Realtors LLP

*[Handwritten Signature]*  
Authorised Signatory

KAMAL KUMAR PAUL  
NOTARY GOVT. OF INDIA

Regd. No. 2700/04  
C.M.M's, Court  
2 & 3 Bankshall Street  
Kolkata-700-001

05 APR 2018



- 17. That the rent as stipulated above, shall be enhanced after expiry of each 12 calendar months by 5 % on the existing amount of rent.
- 18. That in the event of the rent stipulated herein being in arrears for two consecutive months, the Licensor shall have the right and liberty to terminate this Leave and Licence Agreement forthwith, re-enter upon the premises and recover all dues by serving a 15 days prior notice.
- 19. That upon expiry of this Leave and Licence Agreement, the Licensee shall handover the peaceful possession of the said premises to the Licensor with all its Fixtures, Fittings in good and working except normal wear and tear.
- 20. That the Leave and Licence Agreement shall be renewable after the expiry of this Agreement, if both Licensor and the Licensee so wish, at the terms and conditions, agreed upon both by the Licensor and the Licensee.
- 21. Licensor will provide the Licensee with One reserved Car parking at NO extra charge.
- 22. That both Licensor and the Licensee represent and warrant that they are fully empowered, authorized and able to enter into and sign this agreement and also confirm that the said premises is free from all encumbrances and hindrances.

IN WITNESS WHEREOF the parties to this Agreement have set their respective hands on the day, month and year first hereinabove mentioned.

WITNESS:

- 1. Rajesh Baid  
Kolkava Realty Co  
HA WS, Sector 14, Salt Lake.  
Kolkata-97
- 2. Pankaj Jha  
Block-E / Flat-9A  
"Ideal Aghasan"  
1001-700136.

LICENSOR For WINDSON INTERNATIONAL  
Chanda S. Khetawat  
Proprietor

LICENSEE For 360 Realtors LLP  
[Signature]  
Authorized Signatory

Identified by me  
[Signature]  
Arun Kr. Sarker  
C.M.M.'s Court  
Kolkata

KAMAL KUMAR PAUL  
NOTARY GOVT. OF INDIA  
Regd. No. 2700/04  
C.M.M.'s Court  
2 & 3 Bankshall Street  
Kolkata-700 001

Signature Attested Only  
on Identification of L.A. Advocate  
[Signature] 05/04/18  
KAMAL KUMAR PAUL  
NOTARY GOVT. OF INDIA  
Kolkata, West Bengal

9 5 APR 2018

**ANNEXURE-A**

**LIST OF FURNITURES, FIXTURES & FITTINGS**

1. Chamber built of Ply Wood with Sanmina coverings  
Having cabinets inside 1
2. Work Stations 28
3. Reception Round Table with drawers 1
4. Directors Tables in Chamber with drawers 2
5. Directors Chairs in Chamber 2
6. 3 Seater sofa 1
7. Pantry with Table and 1 Side Desk with Drawers 1
8. Side Long Desk with 15 Filling Cabinets in Working Area 1
9. Staff & Visitors Chairs 28
10. False ceiling on total built-up Area 1
11. Centralised Air Conditioner 5.5 Ton with ducts at all working Areas, Chamber & Lobby 1
12. Light Fittings with CFL Tubes of 2' X 2' size 1
13. Small Light Fittings with CFL Lamps of 4" X 4" size
14. Wooden Flooring with Vinyl covering on total built-up Area 1
15. All side walls are properly decorated, painted/pasted with Wall papers, 1 Toilet with one wash basin & one commode.

For WINDSON INTERNATIONAL

*Chanda S. Khetawat*  
Proprietor

Identified by me

*Arup K. Sarker*  
C.N.M.'s Court  
Kolkata

For 360 Realtors LLP

*[Signature]*  
Authorized Signatory

KAMAL KUMAR PAUL  
NOTARY GOVT. OF INDIA  
Regd. No. 2700/04  
C.M.M.'s, Court  
2 & 3 Bankshall Street  
Kolkata-700 001

05 APR 2018

