




पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

07AB 333157

AGREEMENT FOR LEAVE AND LICENSE

This Agreement for Leave and License has been **made** on 01st December 2018 between: M/S. **KOLKATA M.A. BUSINESS CENTRE PVT LTD**, having its office at 113, Park Street, Kolkata-700016 hereinafter referred to as the "LICENSOR" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, representatives and assigns) of the ONE PART,

KOLKATA M. A. BUSINESS CENTRE PVT. LTD.


Director


For Invictus Realty Pvt. Ltd.
(HousingMan)

Authorised Signatory

AND


M/S. INVICTUS REALITY PRIVATE LIMITED hereinafter referred to as the "LICENSEE" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their administrators and legal representatives) of the OTHER PART.


WHEREAS the **LICENSOR** is the owner of **ALL THAT** the office space located at Ground Floor and 5TH Floor, 113 Park Street, Kolkata-700016.

AND WHEREAS the **LICENSEE** intends to acquire a License in respect of Suite No.506 forming part of the said Business Centre (hereinafter referred to as the **LICENSED PREMISES** for the purpose of putting up its **branch Office** and for the aforesaid purpose has approached the Licensor to grant the right or permissive use over and in respect of the said Licensed Premises which the Licensor has agreed to grant at the license fee and subject to the terms and conditions hereinafter appearing:

1. The **LICENSOR** grants the **LICENSEE** only for permissive & temporary office right to use the Suite No.506 at the **LICENSED PREMISES** consist of 1 cabin with 3 workstations, storage together with all furniture & fittings which belongs to the **LICENSOR**.
2. The **LICENSEE** shall use the aforesaid space as their branch office during the office hours i.e. Monday to Friday from 9.00 am to 8.00pm and on Saturday from 9.00 am to 7.00 pm as per list of Holidays abiding by all the rules laid down by the **LICENSOR**.
3. The **LICENSEE** shall not install or be permitted to install any furniture & fittings etc.
4. In case of Non Receiving of invoice of both electricity and Room Service charge & others, the **LICENSEE** shall be liable to collect the same from the front desk/ Accounts department of the **LICENSOR**.

KOLKATA M. A. BUSINESS CENTRE PVT. LTD.



Director



For Invictus Realty Pvt. Ltd.
(HousingMan)

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5. The **LICENSEE** declares that before execution of this agreement the **LICENSEE** is aware of the interior of furniture, fixtures, fittings and walls of the office space and also confirm the same that on vacating the office premises the **LICENSEE** would handover as is where is the office premises, without any damage or breakage.
6. The **LICENSEE** declares that in case any damage is done then in that event the damage or breakage charge would be borne and paid by the **LICENSEE**.
7. The **LICENSEE** declares that no illegal, unsocial, immoral, unlawful, unauthorized, indecent business will be ever conducted and there will be no activity than aforesaid nature of business at the **LICENSED PREMISES** and that the rules and regulation, law of central and provincial governments and of local authority will be strictly adhered to by the **LICENSEE**.
8. The **LICENSEE** declares that no indecent, immoral, misconduct, misbehavior will be ever conducted with any of the team member of the business center, if in case such act might happen the **LICENSOR** shall have the right to terminate the LICENSE.
9. The **LICENSEE** shall vacate the **LICENSED PREMISES** as and when asked for by the **LICENSOR** if it is found that the **LICENSEE** does not abide by the terms of the **LICENSOR**, subject to the **LICENSOR** giving 7 day's advance notice in writing.
10. The **LICENSEE** further declares that the **LICENSEE** shall not handover, encumber or mortgage the **LICENSED PREMISES** to any outsider or any statutory authorities or bank for the benefit of the **LICENSEE**.
11. The **LICENSEE** shall not make any decoration in the **LICENSED PREMISES**.
12. The **LICENSOR** shall authorized to show the Licensee space to other client anytime during notice period after giving notice by any of the either side.
13. The Licensor shall not handover the keys of the cabin of the licensed premises to the Licensee. Only the keys of the cupboards & drawers will be handed over to the Licensee.

14. In as much as the right of permissive use has been granted by the Licensor to the Licensee for the purpose of setting up its registered cum liasoning office the licensee has agreed not to use the said Licensed Premises for any other purpose whatsoever and in particular not to use the same as eatery, Restaurant and/ or for any other public Purposes.
15. Either party shall be entitled to terminate this agreement by giving to the other 30days'notice in writing and upon expiry of the term hereby granted or sooner determination of this agreement the Licensee has agreed:
- i) Not to enter upon the said Licensed Premises excepting for the purpose of removal of its furniture, fittings and other belongings
 - ii) Not to carry on any business on and from the said Licensed Premises
 - iii) To quit vacate and deliver up complete vacant possession of the said Demised Premises.
16. Either party can demand the termination of this Agreement by giving written notice to the other party in advance of one (1) calendar months and the other party would agree. The refund of the security deposit kept with the **LICENSOR** as aforesaid shall not be deducted because of the said termination of this Agreement subject to the no due liabilities of the Licensee as per the AGREEMENT.
17. The LICENSOR shall have reserved the right to shift the LICENSEE in any other suite of the any office premises of 'Kolkata M.A. Business Centre Pvt Ltd' during the period of LICENSE on mutual understanding.
18. The License will be under 1-month Lock-in period from the date of agreement.
19. The **LICENSEE** shall always abide by norms of the **LICENSOR**.
1. All rights of admission into the **LICENSED PREMISES** are reserved with the **LICENSOR**.

KOLKATA M. A. BUSINESS CENTRE PVT. LTD.

Director

For Invictus Realty Pvt. Ltd.
(HousingMan)

Authorised Signatory

2. **The Monthly Room Service charge fee for the LICENSED PREMISE will be Rs.20000+GST(AS PER GOVERNMENT NORMS) The LICENSEE Paid 1 month security deposit of Rs.20000 by neft dated 29.11.2018(18000) and 06.12.2018(2000) The total amount earlier which bearing no interest whatsoever will be refunded at the time of shifting the office after adjustment of dues if any and/or damage if any done during our/my occupancy of the aforesaid liaison office, within one month from the date of expiry of the contract period.**
3. The LICENSEE also agreed and accepts that the only mode of payment of Room service Charge, Electricity Charge, maintenance Charge or any other charges shall make the payment in cashless mode.
4. The LICENSEE will be liable to pay for any loss and damage to the LICENSEE's assets/Furniture & fixtures/property and shall get them repaired at their own cost and expense.
5. **The LICENSE Period shall be renewed after expiry of 11 months only on the increment of 10% at stretch.** For a monthly consideration and all such relationship shall have started extinguished immediately on natural expiry of this contract or terminated earlier unless otherwise expressed in writing.
 - i. The Licensee shall make the payment of Room Service Charge in favor of 'Kolkata M.A. Business Centre Pvt. Ltd' and the Electricity charge in favor of 'M.A. Leasing & Construction Pvt. Ltd.' by NEFT/Cheque/Demand draft on or before the 5th of every advance month.
 - ii. The LICENSEE also declares that the LICENSEE will at liberty to cease all the facilities being provided to the LICENSEE & may not permit to enter the LICENSED PREMISES if the rules and or payment terms are not complied by the LICENSEE, till such time that the terms are complied with. The LICENSEE shall have no right whatsoever to take them liable for any loss, damaged or belongings and business laws suffered by the LICENSEE for such incident.

- iii. The **LICENSEE** make assure and get a confirmation in written from the **LICENSOR** for the receiving of notice to vacate the office space. Non confirmation from the Licensor considered void.
- iv. The Renewal of the Agreement on the expiry of the term extended only with all the previous contractual terms & conditions.
- v. This Agreement is being prepared in two sets, one to be retained by the **LICENSOR**, and the other by the **LICENSEE**.
- vi. The **LICENSEE** declares that the **LICENSEE** shall have no right over & in respect of the **LICENSED PREMISES** which the **LICENSEE** shall be allowed to use as registered cum liasoning office.
 - i. The **LICENSEE** declares that any cash transactions with outsiders will be the **LICENSEE's** liability and not the **LICENSOR's** liability.
 - ii. The **LICENSEE** shall have the right to deduct Tax Deducted at Source (TDS) as and when required by law.
 - iii. The **LICENSEE** shall liable to Pay a fee of Rs.2500/- or the maximum amount permitted by law for the return/bounce of any Cheque or any other decline payment due to insufficient funds.
 - iv. The **LICENSEE** hereby declares & confirms that they are duly authorized & competent to enter into this agreement. The **LICENSEE** is authorized & competent/empowered to execute any and all documents in this respect now & in future. The **LICENSEE** shall be solely and exclusively responsible for all the consequences arising out of this agreement hence forth.
 - v. The **LICENSEE** accepts and acknowledges to pay, room service charges & other charges by the 5th of every month otherwise a fine from 6th -10th@10%, from 11th -15th@ 15%, from 16th -20th@ 20%, from 21st- 25th@ 25% and from 26th onwards @ 60% every month will be imposed/levied/deducted from the Security Deposit. The **LICENSOR** further reserves the right to disconnect/terminate the electricity/telephone service till the charges are paid by the **LICENSEE**.

- vi. The **LICENSEE** shall be liable to pay 60 common unit for electricity charge & Rs.250.00 per month for meter charges in addition to their actual electric consumption as per the sub meter installed in their suite. **(NOT APPLICABLE ON CUBICLE SPACE)**
- vii. The **LICENSEE** shall make the payment of electricity charge @15/- per unit.**(NOT APPLICABLE ON CUBICLE SPACE)**
- viii. The **LICENSEE** in no event shall be entitled to any claim and deduction or abatement in the said rental charges nor shall be entitled to withhold payment of the said rental charges on any account whatsoever or however.
- ix. The **LICENSOR** reserves the right to withhold articles which belong to the **LICENSEE** if the **LICENSEE** owes money to the **LICENSOR** at the end of the license period till such time that the **LICENSEE** does not pay the outstanding amount.
- x. The **LICENSEE/LICENSOR** shall serve the notice to either one between 20th-25th of every month, before or after is not applicable. Also the notice period will commence from the 01st Day of next month.
- xi. The **LICENSEE** shall abide by the list of holidays as decided by the **LICENSOR**.

IN WITNESS WHEREOF the parties hereto have hereinto set and subscribed their respective hands and seals on the day, month and year first hereinabove written.

SIGNED, SEALED AND DELIVERED)

By the within named **LICENSOR**)

in the presence of:)

1.)

2.)

KOLKATA M. A. BUSINESS CENTRE PVT. LTD.


Director

1.

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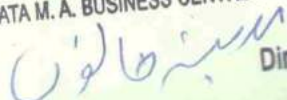
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ARBITRATION

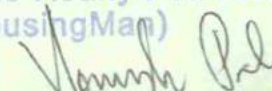
Any dispute arising howsoever in connection with the interpretation or implementation or purported termination of this Agreement or settlement of dues, the Parties shall attempt in the first instance to resolve such dispute by friendly consultations. If such dispute is not resolved through friendly consultations within sixty (15) days after commencement of discussions or such longer period as the Parties agree to in writing, failing which it may be referred to Arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 and its statutory modifications thereof.

The dispute may be referred to a sole arbitrator Mr. Ankur Jain(Advocate) appointed mutually by both the Parties. The seat of Arbitration shall be Kolkata and be conducted in the English language. The award of the arbitrator shall be final and binding between the Parties. However, during the pendency of the dispute, the other terms and conditions of this Agreement shall also continue to apply.

KOLKATA M. A. BUSINESS CENTRE PVT. LTD.


Director

For Invictus Realty Pvt. Ltd.
(HousingMap)


Authorized Signatory

DATED THIS DAY 01st December 2018

AMONGST

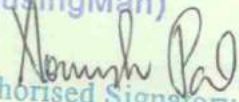
M/S.KOLKATA M.A. BUSINESS CENTRE PVT. LTD.

.....LICENSOR

M/S.INVICTUS REALITY PRIVATE LIMITED

..... LICENSEE

For Invictus Realty Pvt. Ltd.
(HousingMan)


Authorized Signatory

Drafted By-

Shri R.L.Gaggar

Solicitor & Advocate

6, Old Post Office,

Kolkata

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that INVICTUS REALTY PRIVATE LIMITED is incorporated on this Eighth day of March Two thousand seventeen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U74999KA2017PTC101193.

The Permanent Account Number (PAN) of the company is AAECI4150N *

Given under my hand at Manesar this Eighth day of March Two thousand seventeen.

Digital Signature Certificate

Mr. Arya Jayant Pyarelal

Deputy Registrar of Companies

For and on behalf of the Jurisdictional Registrar of Companies

Registrar of Companies

Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declaration of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or loans from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

INVICTUS REALTY PRIVATE LIMITED

#84 GROUND FLOOR, RV ROAD BASAVANAGUDI, BANGALORE

Bangalore, Karnataka, India, 560004

For Invictus Realty Pvt. Ltd.
(HousingMan)

* as issued by the Income Tax Department

Houman Pal
Authorised Signatory

KOLKATA M. A. BUSINESS CENTRE PVT. LTD.

Director