



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AM 833294

AGREEMENT FOR LEAVE AND LICENCE

THIS INDENTURE FOR LEAVE AND LICENCE agreement made on this 1st Day of November, 2022 between

OWNSTYLE INFRA REALTY PRIVATE LIMITED, a private limited company incorporated under The Companies Act, 2013, having CIN U70102WB2015PTC205938 and registered place of business Om Towers, 14th Floor, Suite No. 1405, 32, Chowringhee Road, Kolkata – 700 071, represented by its director Mr. Mahesh Gupta, hereinafter refer to as the "LICENSOR" (which expression shall unless excluded by or repugnant to the context or subject deemed to include his successor or successors, administrators, representatives and assigns) of the ONE PART;

AND

SWYOM CAPITAL PRIVATE LIMITED, a private limited company incorporated under The Companies Act, 2013, having CIN U65999MH2022PTC392850 and registered place of business at 912, B-Wing, Kanakia Wall Street, 9th Floor, Bldg Near Chakala Signal, Andheri (E), JB Nagar Mumbai, Mumbai City, Maharashtra 400 093, represented by its director Mrs. Uma Devi Agarwal hereinafter referred to as the "LICENSEE" (which expression shall unless excluded by or repugnant to the context or subject deemed to include his successor or successors, administrators, representatives and assigns) of the OTHER PART;

Ownstyle Infra Realty Private Limited


Director

For Swyom Capital Private Limited

Uma Devi Agarwal
Director

49457

20 OCT 2022

SOLD TO
ADDRESS
RS.

20 OCT 2022



CODE NO. (1067)
LICENCED NO.
20 & 20A / 1973

ANJUSHREE BANERJEE
L. S. VENDOR (O.S.)
HIGH COURT, KOLKATA-700 001

20 OCT 2022

AGREEMENT FOR LEASE AND LICENCE

THIS INDENTURE FOR LEASE AND LICENCE Agreement made on this 14th day of November 2022 between

OWNSTYLE INERA REALTY PRIVATE LIMITED a private limited company incorporated under the Companies Act 2013 having CIN U70102WB2018PT20899 and registered office of business at Tower 14th Floor 8th Mile No. 1408, 2nd Cross Street, Rajahmundry - 769 001 represented by its director Mr. Praveen Kumar as the authorized signatory to the LICENSOR (which expression shall exclude without prejudice to the effect or subject deemed to include his successor or successors administrators representatives and assigns) the ONE PART

SWYOM CAPITAL PRIVATE LIMITED a private limited company incorporated under the Companies Act 2013 having CIN U55999MH2022PTC00000 and registered office of business at 4th Floor, 1st Cross Street, 7th Main Road, Anna Nagar - 600 040, Chennai - 600 040 represented by its director Mr. Divy Agarwal as the authorized signatory to the LICENSÉE (which expression shall exclude without prejudice to the effect or subject deemed to include his successor or successors administrators representatives and assigns) the OTHER PART

For Swyom Capital Private Limited

Director

WHEREAS the Licensor is the owner and sufficiently entitled to the Space measuring about 1285 sq. ft.(together with fixed standard parking space for 1 car)more or less situated in the premises DGK 405, DLF Building, Rajarhat, 8, Major Arterial Road, Bock – AF, Kolkata, West Bengal – 700 156, (hereinafter referred to as the said property).

AND WHEREAS the Licensee has approached the Licensor for using the Space of the said premises for commercial purpose on leave and license basis for a period of 3(three) years only with effect from 1st Day of November, 2022 to which the licensor has agreed on the terms and conditions hereinafter referred to.

This agreement witnesses and it is hereby agreed by and between the parties hereinafter as follows:-

1. The Licensee will be entitled to the use as Licensee only in respect of the Space of the said premises and shall pay a license fee of Rs.70,675/- (Rupees Seventy Thousand Six Hundred And Seventy Five only) per month, with effect from the 1st Day of November, 2022 for a period of 3 (Three) years with 10% escalation after expiry of every year and such payment shall be made within end of the English Calendar month for which the same will be payable.
2. For sake of brevity the License Fees per month for the 3 years will be as follows:

Year	License Fees / Monthly (In Rs.)
1	70,675/-
2	77,743/-
3	85,517/-

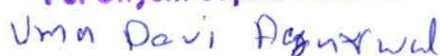
3. The License shall commence on 1st Day of November, 2022, and shall terminate on 31st Day of October, 2025, or earlier be either party Three calendar Months' notice in writing to the Other Party.
4. The Licensee shall pay in deposit to the Licensor a sum of Rs.2,12,025/- (Rupees Two Lakh Twelve Thousand And Twenty Five Only) as Security Deposit which will be interest free with the Lessor.
5. The Common Area Maintenance will be borne by the Lessor and the monthly Electricity usage (on actuals) will be borne by the Lessee.
6. The Lessor will issue monthly invoices to the lessee including GST and other taxes, as applicable.
7. The period on Licensing in respect of this leave and License as mentioned in clause 2 as aforesaid shall terminate with the leave and the License of the Space of the said premises and in no case shall be extended by the parties (Licensor and Licensees) involved in it.

Ownstyle Infra Realty Private Limited



Director

For Swyom Capital Private Limited



Director

8. That if the Licensee failed to deliver vacant possession of the Space of the said premises after the expiry of the stipulated period as already stated, the Licensee shall be liable to pay damage for illegal occupation of the same @ Rs. 1000/- per day till vacant possession of the same is obtained by the due process of law.
9. The Licensee shall during the continuance on the License keep and maintain the occupied portion of the said Space with all blends, windows, doors, locks, fastenings, fixtures and fittings and conveniences, belonging thereto clean, tidy, healthy and in good condition and to make minor repairs for usable condition, but shall not make any addition or alteration in the said premises, subject to the Clause No. 7 for any damage, minor or major caused to the building repaired, restored, to the original condition at his expenses well before the termination of the Leave and License period.
10. The Licensee is allowed to install Air Conditioner in the Said Premises and to carry out work for that purpose and the Licensee shall make good any loss or damage that may be caused in the process to the said premises.
11. The Licensee shall not use the said premises for any illegal, immoral business, purposes what so ever. The Licensee shall not make any sound nuisance and cause any disturbance to peaceful living of the other inmates of the premises.
12. The Licensee shall not commit any thing in the said premises to which may cause annoyance to the licensor or the neighbors and shall not keep or store in or upon the said premises or any other goods which may cause or likely to cause damage or injury to the said premises or its inmates.
13. The Licensee shall remove all his goods, articles and belongings from the said premises on termination of the

Leave and License rented by this agreement by the Licensor without raising any argument or dispute to what so ever.
14. The Licensee agrees with the Licensor to observe and perform all the covenants and conditions contained herein and to keep the licensor and his estate and effect and indemnified and harmless against the non – performance of the covenants and conditions herein contained before leaving the premises.
15. The Licensee under no circumstances shall assign or sublet the said premises or part with the possession of the premises or any part thereof.
16. The Licensor shall not be responsible to supply water for any disruption of the water supply by the Authority. The Licensee shall not misuse water or demand excess water supply from the Licensor.

Ownstyle Infra Realty Private Limited



Director

For Swyom Capital Private Limited



Director

17. The Licensee is to pay all the charge with respect of electricity supplied during the License period. A separate meter will be provided to the Licensee and after paying the electric charges, power, duty and meter rent, a photocopy of the paid receipt of the electric bill should be handed over to the Licensee every month.
18. The Licensee are to allow access to the occupied premises for inspection of electric meter box, electric installation by agents, electricity board and agents and also permit the Licensor (Owner) and his agents to enter the said premises at all responsible hours for the purpose of viewing the conditions inside the Licensed Premises.
19. The Licensee shall be entitled to use the said premises during the continuity of the terms and conditions of the License aforesaid.
20. Nothing herein contain shall create or be constructed to create any tenancy or confer or be constructed to confer on the licensee any interest in the said premises of the building outside this License.
21. The Lessor or Lessee can terminate this agreement by giving a written notice of 3 months to the other party and the other party is entitled to abide by the terms and agreements as mentioned above in case of termination.

IN WITNESS WHEREOF the parties hereto have executed this Leave and License Agreement the Day, Month and Year first above mentioned.

SIGNED & DELIVERED by the

IN THE PRESENCE OF WITNES

Within named LICENSOR

For, **OWNSTYLE INFRA REALTY PRIVATE LIMITED**

Ownstyle Infra Realty Private Limited

M. J.

Director

Mahesh Kumar Gupta
Director

(Witness No - 1)

Ritish Agarwal

Within named LICENSEE

For, **SWYOM CAPITAL PRIVATE LIMITED**

For Swyom Capital Private Limited

Uma Devi Agarwal

Uma Devi Agarwal
Director

Director

(Witness No - 2)

Shilpa Mohan Bhat

