

THIS AGREEMENT is made this day of,

BETWEEN West Bengal Electronics Industry Development Corporation Limited, an existing Government Company under the provisions of the Companies Act, 2013 and having Registered Office at Webel Bhavan, Block – EP & GP, Sector-V, Bidhannagar, Salt Lake, Kolkata – 700 091, hereinafter referred to as the “**Licensor**”, (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), of the **ONE PART**, having its registered office at, hereinafter referred to as the “**Licensee**” (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigned of the **OTHER PART:**

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WHEREAS:

A. The Licensor obtained the plot of land measuring acre (out of acres of land) at (hereinafter referred to as the “**premises**”) and more fully described in the second schedule hereunder written.

B. The Licensor has constructed, developed and set up an information technology/electronic hub at the said Premises for enhancing growth and development of Information Technology (“**IT**”), Information Technology Enabled Services (“**ITES**”) and Electronics in West Bengal.

C. At the request of the Licensee, the Licensor has agreed to provide licence to the Licensee to use Office space measuring**square feet of carpet area** (..... **Module**) in **Module Nos.** on the**Floor** (hereafter referred to as the **Licensed Premises** only for setting up its office for undertaking work related to IT and /or ITES and/or Electronics on the terms and conditions contained in this Agreement.

NOW THIS INDENTURE WITNESSETH AS follows:

1. Licence of the Licenced Premises

1.1 In consideration of the licence fee on the part of the Licensee hereinafter reserved and contained, the Licensor doth hereby grant Licence to the Licensee to use the Office Space containing carpet area of**square feet** (..... **Module**) in **Module Nos.** on the**Floor** of the information technology / electronic hub developed by the Licensor at Premises 14, Adibashi Para, Near Budhya Park, P. S. Kalyani, Nadia – 741 235 more fully described in the **First Schedule** together with built-in electrical and plumbing fixtures and fittings, a list whereof is provided in Annexure “A” herein for a period of Eleven(11) months, to set up its office operations there from **YIELDING AND PAYING** therefor, unto the Licensor, a **License Fee for Rs.** (.....) calculated at the rate of **Rs.** (Rupeesonly) per square feet per month and such charge shall also be revised from time to time.

1.2 The Licence of the Licensed Premises granted to the Licensee shall remain valid and in force for a period of **eleven months** commencing fromand ending on (both days inclusive). The Licence of the Licensed Premises agreement may be renewed at the option and discretion of the Licensor for such further period and on such terms and conditions as it may deem fit. In the event the monthly License is renewed.

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1.3 The Licensee shall bear and pay to the Licensor, service charges of **Rs. (.....) per month** calculated at the rate of **Rs. (Rupeesonly)** per square feet of the Licensed Premises along with the License Fee, inter-alia for provision of water, peripheral security, conservancy services, and lift service. In the event the said service charges imposed by the relevant authorities are increased, the Licensee shall pay and bear the said increase in service charges from time to time.

1.1 Nothing in this Agreement shall be deemed to create any tenancy/leasehold interest in the Licensed Premises in favour of the Licensee. The intention of the parties is to create a license of permissive use in favour of the Licensee in respect of the Licensed Premises for the period mentioned herein. The Licensee shall not have any ownership rights over the fixtures and fittings provided by the Licensor in the Licensed Premises.

2. Representations and warranties of the Licensee

2.1 The Licensee represents and warrants to the Licensor as follows:-

- (a) The Licensee has the required power and authority, corporate or otherwise to execute and deliver this Agreement and to set up, conduct and operate its business from the Licensed Premises.
- (b) The Licensee has obtained all prior approvals and licences which may be required from the Government Authorities under all applicable law for installing, conducting and operating its business from the Licensed Premises.
- (c) By entering into this Agreement, the Licensee is not violating any contract, agreement, arrangement or understanding, oral or written, express or implied, to which it is a party.
- (d) The execution, delivery and performance by the Licensee of this Agreement and the transactions contemplated hereby have been duly authorized by all necessary corporate action on its part.
- (e) This Agreement will constitute, following the execution and delivery thereof, valid and binding obligations of the Licensee, enforceable against it in accordance with its terms.
- (f) There are no actions, claims, suits, litigations, arbitrations or other proceedings pending or threatened against the Licensee, which may affect the validity or prevent the enforceability of this Agreement or which may adversely affect operation of business activities by the Licensee from the Licensed Premises.

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3. Use of the Licensed Premises

- 3.1 The Licensed Premises shall be used by the Licensee only for setting up its office for undertaking work related to IT, ITES and / or Electronics therefrom and for no other purpose. The Licensee shall not be entitled to undertake any construction in the Licensed Premises to expand the same in any manner.
- 3.2 The Licensee shall be entitled to bring into the Licensed Premises at its own cost and expense, furniture, furnishings, machines, CCTV cameras and other items required for it to set up and operate its said business from the said Licensed Premises.
- 3.3 All fit outs and interior decoration work to be undertaken at the Licensed Premises to operate the business of the Licensee there from shall be undertaken by the Licensee at its own cost and expense after obtaining approval from the Licensor and in a good, workman like manner and without violating any laws, rules or regulations of the municipal and other authorities and with minimum noise.
- 3.4 The Licensee shall be responsible for all consequences, including for loss of life and property, damages or accidents that may occur due to accidents occurring while undertaking the interior decoration work in the said Licensed Premises or due to any other reason during the tenure of the Licence.
- 3.5 The Licensor shall not be responsible or liable for any theft, loss, damage to or destruction of any property of the Licensee in the Licensed Premises or for any bodily harm or injury to any person in the Licensed Premises.

4. Transfer of Licence

- 4.1 The Licensee shall not assign, sublet, underlet or part with the possession of the said Licensed Premises or any part thereof or transfer or assign the benefits of this Agreement to any person without the prior written consent of the Licensor.
- 4.2 The Licensee shall not offer the said Licensed Premises or any portion thereof as security to any bank, financial institution or to any third party for securing any financial obligation of the Licensee and shall not encumber the Licensed Premises in any manner whatsoever.

5. Operation of the business of the Licensee from the Licensed premises

- 5.1 The Licensee shall install, conduct and operate its business from the Licensed Premises strictly in accordance with the terms and conditions of this Agreement and also in accordance with the provisions of all other applicable laws, regulations and bye-laws.

5.2 The Licensee shall be solely responsible to deal with any litigation and/or claim arising out of operation of its business from the Licensed Premises at its own cost and expense. The Licensee shall indemnify and shall keep the Licensor indemnified in respect of all expenses incurred by the Licensor in defending any litigation instituted by any person/ statutory authority in relation to operation of the business operations of the Licensee from the Licensed Premises and also in relation to any damages or fines imposed by any Court or other judicial authority on the Licensor.

6. Obligations of the Licensor

6.1 The Licensor hereby covenants with the Licensee that on the Licensee paying Licence Fee hereby reserved and performing and observing each and all of the several covenants, conditions and agreement herein contained and on its part to the performed and observed, the Licensee shall and may peaceably and quietly use the said Licensed Premises during the term hereby granted or any extension thereof, without any interruption or disturbance from or by the Licensor.

7. Obligations of the Licensee

7.1 The Licensee agrees and covenants with the Licensor as follows:

- (i) The Licensee shall pay **License Fee of Rs. (.....) plus GST** as applicable and **service charge Rs. (.....) per month plus GST** as applicable within ten (10) days from the date of billing of every English calendar months in terms of Clause 1.1 & 1.3 of this Agreement.
- (ii) The Licensee shall reimburse to the Licensor the proportionate rates and taxes in respect of the Licensed Premises and shall pay the same together with the License Fee. In the event there is any enhancement in the present municipal taxes, rates or taxes or there is any imposition of any new taxes, rates, levies, cess etc. in respect of the Licensed Premises, the Licensee shall reimburse the same to the Licensor.
- (iii) The Licensee shall not change its constitution or status or the nature of its business without prior intimation to the Licensor in writing and shall not do the business of its associate companies, if any, from the Licensed Premises.
- (iv) The Licensee shall apply for and obtain and keep valid all statutory licenses, registrations, permissions and clearances from the concerned authorities and abide by all the municipal laws, local laws, labour laws, environmental laws etc. as may be required for use of the Licensed Premises and for operating its business operations therefrom and pay all service tax, sales tax, income tax etc and also all cess, rates and levies

applicable in respect thereof and shall indemnify and keep indemnified the Licensor from all losses, damages, costs claims, demands and proceedings that may be suffered by the Licensor due to any defect, negligence or non-compliance in respect thereof.

- (v) At the expiration or sooner determination of the said License period, the Licensee shall peaceably and quietly yield and deliver up unto the Licensor, vacant possession of the Licensed Premises together with all fixtures and fittings that are now existing or that may hereafter be put up or be affixed by the Licensor to the Licensed Premises or any part thereof and all other properties, if any, belonging to the Licensor in such good order and condition as the same now are, usual wear and tear excepted.
- (vi) On expiry or sooner determination of the License, the Licensee shall remove their furnishings, furniture, equipment and other movable items from the Licensed Premises.
- (vii) The Licensee shall ensure that all personnel and staff employed by it shall use the entrance and route specified by the Licensor for entry to and exit from the Licensed Premises and also use only the toilets and washrooms specified by the Licensor.
- (viii) During the period of licence, the Licensee shall use the Licensed Premises with care and caution and shall maintain the interior of the same in proper repair and conditions, including regular repair and upkeep of plumbing, electric lines and fixtures, reasonable wear and tear excepted. The day to day repair of the Licensed Premises, such as repair of electric fuses and fittings, and other fixtures in the Licensed Premises, including furniture and all other fittings and fixtures shall have to be carried out by the Licensee at its own cost and expenses.
- (ix) The Licensee shall pay proportionate share of all common expenses, charges, taxes, rates, cess, impositions and outgoings and also all maintenance charges and all other expenses levied by the Licensor from time to time for management and maintenance of the Premises and also the Licensed Premises and the decision of the Licensor in respect of the amount of such proportionate common expenses, maintenance charges, impositions and outgoings shall be final and binding on the Licensee. The Licensee agrees that in the event of default on the part of the Licensee in paying the common expenses and maintenance charges within a period of 15 days from the date of demand made by the Licensor, the Licensor shall be at liberty to disconnect and/or suspend all common services to the Licensed Premises till such dues are paid in full with interest therein.

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- (x) The Licensee shall keep the common areas, parking areas, paths, passages, driveways, lobby, corridors, common installations etc. in the Premises free from obstructions or encroachments and will not do or cause to be done anything in or around the Licensed Premises which may cause any damage to any flooring or ceiling of any other portion over below or adjacent to the Licensed Premises and other part of the Premises.
- (xi) The Licensee shall maintain at its own cost and expense, the Licensed Premises in good order and condition and shall abide by all laws, bye-laws rules and regulations framed by the Kolkata Municipal Corporation, Kolkata Metropolitan Development Authority, CESC Limited / WBSEB, NKDA and / or any statutory authority and / or local body with regard to the use and maintenance of the Licensed Premises.
- (xii) The Licensee shall pay any and all penalty, surcharge, interest, costs, charges and expenses arising out of any delay, default or negligence on the part of the Licensee and payment of all or any of the proportionate maintenance charges and also as may be charged by CESC/ WBSEB or any other agency for provision of electricity at the Licensed Premises.
- (xiii) The Licensee shall not undertake or carry out any structural or permanent alternations or additions to the interior or exterior of the Licensed Premises at any time without the prior written consent of the Licensor.
- (xiv) The Licensee shall pay electricity charges within 7 days from the date of the bill regularly, which may accrue in relation to the Licensed Premises for which separate sub-meter shall be provided by the Licensor. Any other charges / costs payable in respect of the electrical fittings of the Licensed Premises and for procuring an electric meter shall be borne by the Licensee. If the Licensee fails to pay electricity bills within the stipulated date, the Licensor shall have the right to disconnect such supply immediately.
- (xv) The Licensee shall pay all charges for telecom, fax, internet and other utilities consumed in or for the Licensed Premises on actual basis to the licensor.
- (xvi) The Licensee shall pay all charges for the water consumed in or for the Licensed Premises on actual basis.
- (xvii) The Licensee shall permit the Licensor, his employees, agents or servants, with or without workmen during reasonable hours in day time to enter into the Licensed Premises or any part thereof to view and examine the state and conditions thereof.

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- (xviii) The Licensee shall arrange for adequate security of the Licensed Premises through hiring of security personnel from a renowned security agency and by way of any other method, as may be necessary, at the Licensee's expense.
- (xix) The Licensee shall take out comprehensive and all risks insurance of the Licensed Premises including all fittings, fixtures, furniture and other articles therein and also of its employees against damage or injury arising out of fire, burglary, theft, accidents, riots, strikes and malicious damage, storms, cyclones, floods and other Acts of God, earthquakes, commotions etc. with a reputable insurance company in the name of the Licensee for such sum as may be approved by the Licensor. The Licensee shall pay premium of the said insurance policy regularly. The Licensee shall deposit with the Licensor, a true copy of the insurance policy and shall produce the premium receipts whenever asked for by the Licensor.
- (xx) The Licensee shall not carry on or allow to be carried on in the Licensed Premises, any unlawful activities, offensive trade or prohibited business or any activities which may be considered offensive or a source of nuisance, damage, annoyance, inconvenience or danger to the Licensed Premises and shall not store hazardous goods or substances in the Licensed Premises.
- (xxi) The Licensee shall put up its name plate and/or glow sign outside the Licensed Premises only at the spaces designated by the Licensor and at the spaces designated by the Licensor Licensor and at no other place.

8. Staff and Personnel of the Licensee

8.1 All staff and personnel employed by the Licensee at the Licensed Premises shall at all times be and remain the employees of the Licensee.

8.2 The Licensor shall have no relationship (legal or otherwise), direct or indirect, of any nature whatsoever with any workers, staff or personnel of the Licensee. The Licensee shall be solely responsible and liable for payment of salaries, wages, compensation, and other dues and payables of its staff and personnel, compliance with all applicable labour and employment laws including the Employees' Provident Funds and Miscellaneous Provisions Act 1952, the Employees State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Minimum Wages Act and another applicable laws, rules and regulations and the rules and regulations framed thereunder and maintenance of applicable statutory records and returns in connection with the staff and personnel employed by it in accordance with all applicable laws.

9. Delay, default and termination

9.1 In the event any of the following circumstances arise:

- (i) If the License Fee and/or electricity charges and/or any other sums of

- (ii) money payable under these presents shall remain unpaid for a period of **Two** months (whether the same shall have been legally or formally demanded or not);
- (ii) If there shall be any breach or non-observance or non-performance on the part of the Licensee of any terms, conditions, covenants and/or agreements herein contained and on the part of the Licensee to be observed and performed;
- (iii) If the Licensee or its officers at the Licensed Premises indulge in unlawful activities, offensive trade or prohibited business or any activities which may be considered offensive or a source of nuisance, damage, annoyance, inconvenience or danger to the Licensed Premises ;
- (iv) If the Licensee is dissolved voluntarily or compulsorily or if the Licensee enters into any compromise or compounds with its creditors or if a Receiver is appointed of the company of the Licensee;
- (v) If the Licensee changes its constitution without prior intimation to the Licensor.

In the event of such cases as mentioned above, the Licensor shall call upon the Licensee by giving 30 days' notice in writing to pay the unpaid License Fee and/or other charges, interest etc. and/or rectify the defaults and/or breaches on the part of the Licensee and in the event of the Licensee failing to comply with the requisitions mentioned in the notice from the Licensor within the 30 day notice period, it shall be lawful for the Licensor to terminate the agreement. In such event, the Licensee will hand over the peaceful possession of the said premises to the licensor. In the event the license is determined, all rights of the Licensee hereunder or arising hereafter shall absolutely cease and determine but without prejudice to the rights of the Licensor to recover all damages, costs charges and expenses in respect thereof from the Licensee.

9.2 The Licensee shall remove its staff, personnel, machinery, equipment, furniture and fitout, fittings and other effects on or before the expiry or sooner determination of this Licensee provided that the Licensee pays all the dues payable to the Licensor before the expiry or determination of such period. The Licensee shall not be entitled to remove or dismantle anything affixed to the Licensed Premises and which all shall upon the expiry or sooner determination of the Licence belong to the Licensor.

9.3 The Licensee shall not be entitled to remove its machinery, equipment, furniture and other materials from the Licensed Premises till such time the Licence Fee, electricity charges and/or any other amount due and payable to the Licensor under this Agreement have been paid and discharged in full by the Licensee.

9.4 If the Licensed Premises is kept shut or closed for a period longer than Two months without the prior written consent of the Licensor or if the same is vacant without the prior consent of the Licensor, then the Licensed Premises will be deemed to have been abandoned and it shall be lawful for the Licensor to take immediate possession thereof and also of the machinery, materials or goods therein without subjecting the Licensor to any action of trespass or otherwise.

9.5 The agreement can be terminated by either party by giving (1) one month Notice in writing to the other party.

10. Indemnity

10.1 The Licensee shall indemnify and keep the Licensor indemnified from and against all claims, losses, demands, costs, charges and expenses and as against damages to any person or property whatsoever which may arise out of or in consequence with the operation of its business operations from the Licensed Premises.

11. Jurisdiction

In case of any dispute arising out of or in connection with this Agreement and its stipulation between the Parties or any part of this Agreement and any matter arising out of this Agreement, the Courts in Kolkata shall have exclusive jurisdiction to try the same.

12. Notice

All notices, requests, demands, consents, waivers or other communications pertaining to this Agreement or required to be given by either Party to the other party under or pursuant to this Agreement shall be in English, in writing and shall be deemed to have been given when delivered by hand delivery or when given by courier, registered post, speed post or facsimile (to be subsequently confirmed by a registered letter or by hand delivery), the same shall be deemed to have been given within 10 days of the dispatch thereof, to the other Party at the following address:

If to Licensor:

Address: Webel Bhavan, Block – EP & GP, Sector – V, Saltlake, Kolkata -700091

Phone No. 91 33 2239-22315

Fax No. 91 33 2357 1739/1708

Attention: GM (Accounts & Audit), WBEIDC Ltd. & HOD-RMC

If to the Licensee:

Address:

Phone No.

Attention:

Or to such other address as either Party may from time to time designate by written notice to the other Parties.

12.2 All such notices shall be effective upon actual receipt by any of the aforesaid modes and in case of notices sent by courier, registered post or speed post, it shall be deemed to have been received on the fourth day after the date of dispatch (if not actually received earlier) and shall become accordingly effective.

13. Amendments

No variation of or amendment to any of the terms of this Agreement shall be effective unless in writing and signed by duly authorized representatives of each of the Parties.

14. Severability

14.1 If any term or provision of this Agreement shall be held to be invalid for any reason whatsoever such invalidity shall not affect the validity, operation or enforceability of the remainder of this Agreement.

15. Waiver

15.1 Either Party may waive a breach by the other Party of any covenant, provision, condition, restriction or stipulation contained in this Agreement, provided that no waiver by or on behalf of either Party of any such breach shall take effect or be binding on the Parties unless the waiver is reduced to writing and executed by such Party. Any such waiver shall be deemed to extend only to the particular breach waived and shall not limit or otherwise affect any rights that the Parties may have with respect to any other or future breach.

16. Entire Agreement

16.1 This Agreement and the documents referred to herein, constitute the entire agreement of the Parties with respect to the subject matter hereof and supersedes any previous written or oral agreement between Parties in relation to the subject matter hereof. Each of the Parties hereby acknowledges that, in entering into this Agreement, it has not relied on any representation or warranty save as expressly set out herein or in any documents referred to herein.

THE SCHEDULE ABOVE REFERRED TO:

The Licensed Premises

Office Space containing an area of sq ft in **Module Nos.**on the**floor** of IT Park (Premises No.)

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IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seats the day month and year first above written

SIGNED AND DELIVERED on behalf of the
West Bengal Electronics Industry Development Corporation Limited by
GM (Accounts & Audit) & HOD-RMC WBEIDC Ltd......

At Kolkata in the presence of:

WITNESSES :

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SIGNED AND DELIVERED on behalf of the
..... **by**
.....at Kolkata in the presence of:

WITNESS: