

Om Prakash Gupta
Notary
Govt. of India



• Professional Address
Siliguri Bar Association, Siliguri
Court, Dist. Darjeeling, W.B.
• Chamber Cum Residence
Gupta House, Tinbatti More
Sree Pally, Opp. More Service
Petrol Pump, P.O. Siliguri Bazar-
05, Dist. Jalpaiguri (W.B.)
Cell- 9641756394
E-mail: omp072612@gmail.com

Serial No. 30/09. Dated 07 SEP 2024

NOTARIAL CERTIFICATE

(Pursuant to section 8 of the Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come, I, Sri Om Prakash Gupta, duly authorised by the Government of India to practice as a Notary do hereby verify, authenticate, certify and attest as under the execution of the instrument annexed hereto collectively marked 'A' on its being executed, admitted and identified by the respective signatories and as also by Mr./Mrs./Miss MD. ASHRAF Advocate, as to the matters contained therein, Presented before me.

Accordingly to that this is to certify authenticate and Attest that the annexed Instrument 'A' as is the:

An original leave and licence Agreement

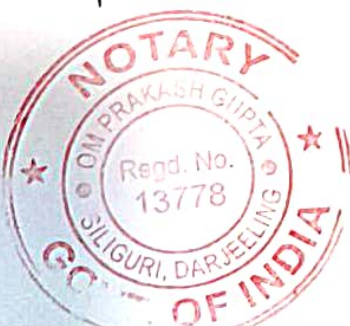
PRIMA FACIE the annexed instrument 'A' appears to be usual procedure to serve and avail as needs or occasion shall or may required for the same.

In faith and testimony where of being required of a Notary, I, the said Notary do hereby subscribe my hand and affix my seal of office at Siliguri on this the 07th day of September in the year of Christ 2024.

The executent is/are identified by me :

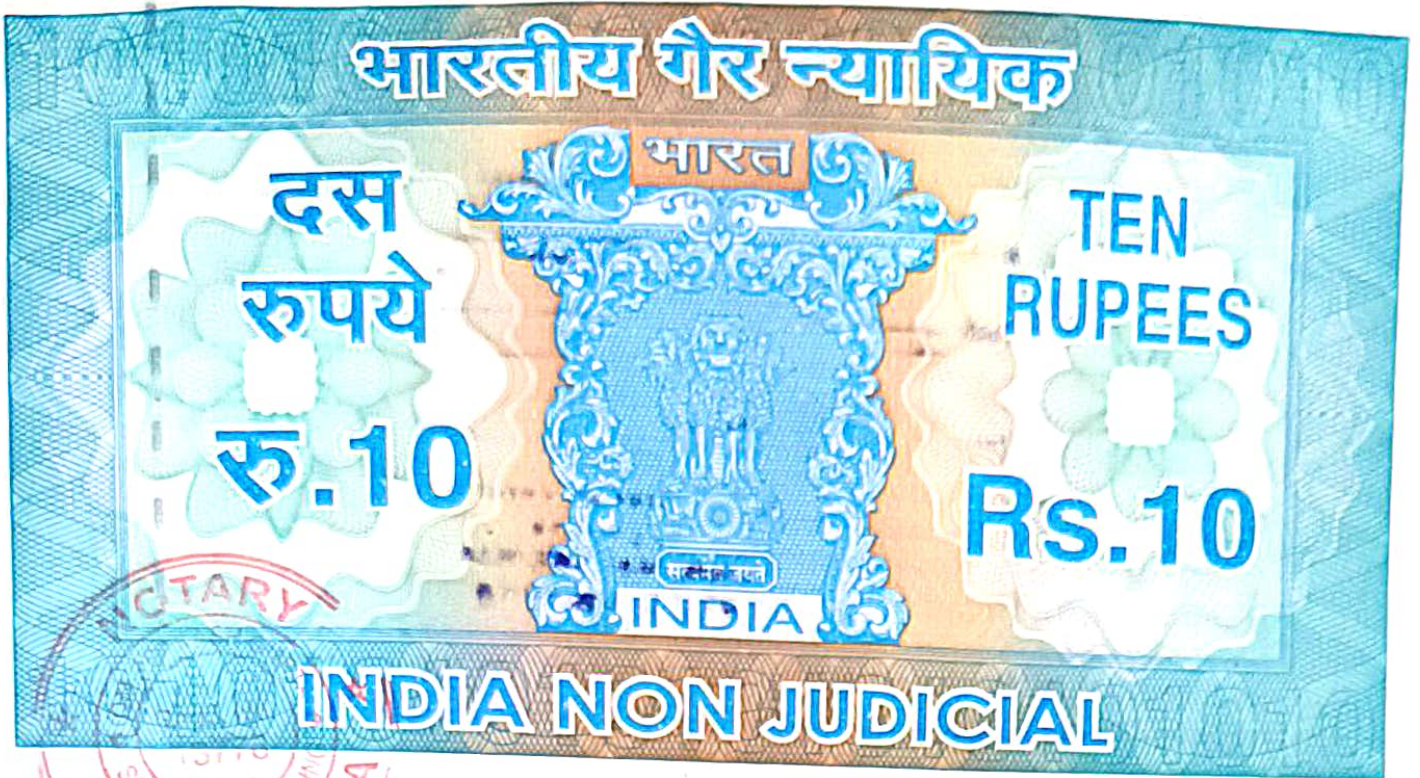
Advocate

Om Prakash Gupta
Notary
Siliguri, Darjeeling
W.B., India



NOTARIAL STAMP

07 SEP 2024



पश्चिम बंगाल WEST BENGAL
GOVT. OF INDIA

99AB 546991

[Handwritten signature]

LEAVE AND LICENCE AGREEMENT

THIS LEAVE AND LICENCE AGREEMENT IS MADE ON THE 07-09-2024 AT SILIGURI.

BETWEEN

MR PHURDEN LEPCHA, Son of Sri D. T. Lepcha, Indian By Nationality, Buddhist by religion, Business by occupation, resident of near flour mill, 5th Mile Tadong Gangtok, 737102, (Sikkim) - hereafter called the Licensor/ FIRST PARTY which expression shall mean and include excluded by or repugnant to the context his heirs, executors, administrators, legal representatives and assigns of the ONE PARTY

[Handwritten signature]
OM PRAKASH GUPTA
Notary Govt of India
Siliguri, Darjeeling
Regd No 3178

07 SEP 2024

Aditya
Ranjan Priyadarshi

M/S GREEN LEAF BUILDCON, a Proprietor Firm, having its registered office at C-18 Gokul Dham Society, Fulbari Busty, Post Office New Chumta, Police Station Matigara, District Darjeeling, PIN-734009, (W.B.)- represented by of its Proprietor **SRI RANJAN PRIYADARSHI**, Son of Nawal Kishor Jaiswal, Indian by Nationality, Hindu by religion, Business, Permanent resident of Ward No. 2, Naya Bazar, P.O., P.S. & Dist. Saharsa. PIN-852201, (Bihar) and presently residing at C-18 Gokul Dham Society, Fulbari Busty, Post Office New Chumta, Police Station Matigara, District Darjeeling, PIN-734009, (W.B.)- which expression shall mean and include unless excluded by or repugnant to the context its officio, heirs, executors, administrators, legal representatives and assigns of the OTHER PARTY.

WHEREAS the First Party/ Licenser is the sole, absolute and exclusive owner in- possession of all that piece or parcel of Shop Room measuring 384 Square feet, identified as Shop No A-0214. (hereinafter referred to as the Licensed premises for the sake of brevity) situated at Mall Mart, City Center, Matigara, Siliguri, more fully and particularly mentioned and described in the schedule herein below, free from all encumbrances and charge whatsoever.

AND

WHEREAS the Second Party/ Licensee was in need of a Shop Room in that vicinity for the business purpose and has approached the Licenser/ First Party for the permission to use the said Shop Room measuring 384 Square feet, identified as Shop No A-0214 of the Licenser/ First Party, more fully and particularly mentioned and described in the schedule herein below, on Leave and License basis at monthly License fee of Rs 10,000/ (Rupees Ten Thousand) only per month for the said premises excluding CAMS charges (Electricity and Maintenance).

WHEREAS the First Party/ Licenser has accepted the said request of the Second Party/ Licensee and the First Party/ Licenser agreed to grant on Leave and License basis to use the said Shop Room measuring 384 Sq. ft., identified as Shop No A-0214 as fully mentioned and described in the Schedule given below to the Licensee/ Second Party on the terms and condition as appearing herein below on Leave of License basis at monthly Licensee fee of Rs 10,000/ (Rupees Ten Thousand) only per month for the said licensed premises excluding CAMS.

[Handwritten signatures]

AND

WHEREAS, THE Second Party/ Licensee after inspection of the said Shop Room measuring 384 Sq. Ft as fully mentioned and described in the schedule given below and being fully satisfied with the title of the First Party/ Licensor in respect of the said licensed premise to be granted on Leave and License basis for (3'X11'=33) (Thirty Three) month in favour of Second Party/Licensee for carrying out business permissible in the mall by himself or his representative/ agents as the case may be but under the sole responsibilities of the licensee.

AND

WHEREAS, the First Party/ Licensor agreed to grant on Leave and License of the said premises to the Licensee/ Second Party on certain terms and conditions stipulated in this agreement and the Licensee/Second Party has agreed upon with the said terms and conditions.

AND

WHEREAS in order to avoid all future disputes and differences both the parties hereof have hereby entered into this Leave and License Agreement on which both the parties mutually agreed and bind themselves on the following terms and conditions:

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE LICENSOR AND THE LICENSEE ON THE FOLLOWING TERMS AND CONDITIONS AND THIS LEAVE AND LICENSE AGREEMENT WITNESS AS FOLLOWS:

1. The recitals mentioned herein shall constitute an integral part of this agreement.
2. That it is hereby clearly understood and agreed between the parties that nothing in these present shall be construed to confer any legal rights of tenancy, sub- tenancy or Lease Agreement or otherwise creating any right or interest in the property in favour of the Licensee which is not at all the intentions of the parties hereof but on the contrary it will constitute merely a temporary agreement or arrangement only to allow the Licensee for the use and occupation of the said Shop Room measuring 384 Sq, ft, specifically mentioned

[Handwritten signature]
OM PRakash GUPTA
Notary, Govt. Of India
Siliguri, J. J. J. J.
Reg. No. 3778

07 SEP 2024

[Handwritten signatures]

and described in the schedule below for the business purpose only at pleasure and will of the Licensor, subject to the terms and conditions of this agreement.

3. That the License in respect of the below scheduled Shop Room measuring 384 Sq. Ft. shall be deemed to have been commenced on and from the 07-09-2024 and shall be valid for 33 (Thirty Three) months only i.e up to 06-06-2027.

4. That the monthly License fee of the below scheduled Shop Room measuring 384 Sq. Ft has been mutually fixed and settled at Rs 10,000/ (Rupees Ten Thousand) only initially and which shall be payable by the licensee regularly every month in advance by 7th of every relevant month by the Second Party/ Licensee by way of account pay cheque or in cash to the Licensor. Non payment of the license fee within the above mentioned due date will be considered as gross and serious violation of this agreement.

5. If there is a rise in CAM charges, it shall be borne by the Licensee / Second Party.

6. That the License fee shall be enhanced by every year on the previous existing License fee as follows:

a) After first year @ 10% increment on base rent of the previous existing annual license fee and so on.

7. That the Second Party/ Licensee have paid a sum of Rs. 30,000/- (Rupees Thirty Thousand) only equivalent to 3 months rent (rounded off) as interest free and refundable security deposit at the time of execution of agreement on DD/cash. The above said security deposit shall remain with the Licensor till the termination or expiration of this agreement, the Licensor shall return the said deposit after deducting any amount that remains unpaid by the Licensee towards the Licensor, Mall Management, Electricity Bills or any such charges and also towards recovery of damage to his property to the extent not restored by the Licensee hereof before handing over possession of the premises back to the Licensor, as per the terms of the agreement.

[Handwritten signature]
OM PRATAP GUPTA
Notary, Govt. of India
Siliguri, Darjeeling
Regd No. 3178

07 SEP 2024

Alpesh
Rajendra

8. That the Licensor shall pay electric charges for its consumption of the licensed premises directly to W.B.S.E.D.C.L or the Mall Management Authority as per the rules of the Mall Management Authority and as per the meter reading in accordance with the rate fixed per unit by the W.B.S.E.D.C.L in addition to the monthly License fee or bill raised by mall authority.

9. That the below scheduled licensed premises shall be kept/ used by the second party/ Licensee safely, properly and in good condition. Further, no damage or deterioration to the same shall be done or caused to be done by the Second Party/ Licensee or its employees, servants or agents. If any damaged caused to the licensed premises the Second Party/ Licensee shall be liable to compensate the First Party/Licensor and shall forthwith repair the same at its own cost.

10. The Licensee shall not cause any nuisance or annoyance or any inconvenience to the neighboring people or occupants or store any hazardous goods or do anything which would jeopardize safety of the licensed premises or people and shall not do any acts which would jeopardize safety of the licensed premises or people and shall not do any acts which would be breach of the bye-laws of the Mall Management/Association/Society/Authority.

11. That the Licensee shall not be deemed to be in the exclusive possession of the licensed premises and the First Party/Licensor and/ or its duty authorized agent/shall be entitled to enter upon the licensed premises at any time during business hours to inspect the below scheduled licensed premises.

12. That on breach of any of the terms of this agreement by the Licensee, the Licensors will be entitled to terminate this license giving 30 (Thirty) days notice to the Licensee. That Licensee can terminate the agreement before stipulated time of 33 months by giving 1 (one) month prior notice. That the Licensor can terminate the agreement prior of stipulated agreement for which should have valid reasons such as sale of property for family needs or self venture of family specific needs. A notice of three (3) months has to be given by the Licensor to Licensee in these regard preferably by registered AD/ Speed Post or handing over the same to the Licensee in person.

Om Prakash Gupta
OM PRAKASH GUPTA
Notary, Govt. of India
Siliguri, Darjeeling
Regd. No. 13778

07 SEP 2024

[Handwritten signatures]

13. That after expiry of License period of 33 months, it is deemed that the possession of the licensed premises is handed over by the Licensee to the Licensor. After expiry of the license period no legal notice is necessary for termination and the Licensor are entitled to put a lock in the main entrance gate without giving any notice to the Licensee and to take possession of the licensed premises.
14. That upon the expiry of the said term or license period or earlier termination thereof, the Licensee shall handover the vacant and peaceful possession of the licensed premises to the Licensor in the same condition in which the same exist at the time of inducting the Licensee subject to normal wear and tear. The Licensee or its agents or employees remaining in occupation of the licensed premises after such termination shall be deemed to be an act of trespass.
15. That the Licensee is bound to obey and abide all Acts/Rules/Statutory provisions/ Laws or By-laws in respect of its business or company affairs. In future in any disputes arise by the Government or Semi Government or local body then the Licensee shall be sole responsible and liable for the same and all expense for the same shall be borne by the licensee. The Licensor shall have no responsibility or liability for the same in any manner whatsoever.
16. That it is agreed by this agreement that the Licensee does not acquire any right of interest in the said licensed premises in any manner whatsoever and would occupy the said licensed premises only during the period of this agreement as a mere Licensee.
17. That all municipal taxes and other taxes and levies by the government or local body such as Municipal Corporation or Panchayat etc in respect of the licensed premises shall be paid by the Licensor. However, all charges levied against the property by the Mall Management during the licensed period or possession of the Licensee shall be payable by the Licensee. Similarly all taxes, levies and charges applicable towards the condition of the business of the Licensee and under no circumstances any charge towards the same can be bestowed on the Licensor.

[Handwritten signature]
NOTARY PUBLIC
Nandan Gopal Choudhary
Siliguri, Darjeeling
Reg. No. 3778

07 SEP 2024

Alleged
Rajendra Prasad

18. That the Licensor during the term of agreement shall not be entitled to create any mortgage, charge or otherwise offer as security of the said premises for the purpose of any loan or obtaining any financial facility from any person/ or party or bank, financial institution or finance company.
19. That the Licensee shall not make or carry out any structural alterations/ modifications to the licensed premises. However, only such alterations or addition as are not of structural type of permanent nature may be allowed to be made by the Licensee inside the licensed premises subject to the prior permission from the Licensor in writing.
20. That the Common Area Maintenance Service (CAMS) charges payable to mall management/ association / authority/ society of all the occupants of the complex shall be payable by the Licensor or directly to the mall management/ association/ authority/ society for and on behalf of the Licensor in addition to the monthly license fee.
21. That the Licensee shall not be entitled to carry out any illegal or immoral business or activities in the licensed premises.
22. That the licensed premises shall be used only for the business purpose (real Estate Solution) of the Licensee or his representative/ partners as specifically stated herein above and for no other purpose.
23. The Licensor affirms that the Licensee shall be at liberty to publish or cause to be published any advertisement or any other literature (trade or otherwise) or print any stationery showing the address of the said licensed premises. The Licensee is hereby expressly permitted to exhibit its name and install sign boards/ hoardings on the facade of the premises and other places in/of the premises (at places where they shall be permitted by the Licensor to do so) at its own cost only. However any taxes that may be levied by any Authority on such display shall be borne by the Licensee. The Licensee, however, need not pay any additional rent or any

Signature
Notary Public for India
Siliguri, Darjeeling
Regd No. 13178

07 SEP 2024

[Handwritten signature]

other payment to the Licensor on account of installing such signage or name boards or hoardings and by executing these presents, the Licensor agrees to the Licensee erecting up signage and hoarding only at places where they shall be permitted by the Licensor to do so.

24. The Licensor shall have no objection to the Licensee applying for and keeping such electronic equipments as telephone/ telex/ email/ fax/ connections in the name of the Licensee at the licensed premises.

25. The Licensee shall at its own cost affix or install in the licensed premises such furniture, fixture, electronic equipments etc and all other equipments required for the business purposes of the Licensee and shall be entitled to remove them and take them away upon the expiry/ termination of this agreement.

26. That the Licensee hereby undertakes to indemnify the Licensor and keep him harmless against all claims, demands, damages, actions, cost and charges to which the Licensor may be subject to or which he may have to suffer by any reason of activity, negligence, commission, omission, or performance or non-observance of any terms and conditions of this agreement or otherwise by the said Licensee or his servants, representatives, friends and/or others.

27. This Agreement shall not be amended, altered, or modified or any provision herein shall not be waived except by an instrument in writing expressly referring to this Agreement and signed by the duly authorized representative of both the parties and no verbal agreement or conduct of any nature relating to the subject matter hereof or to the relationship between the parties will be considered valid and enforceable.

28. The Licensor retains right to sell the premises in any way it desires so long as the right of the licensee under this agreement are not prejudicially affected in any law during the continuation of this agreement.

[Handwritten signature]
OM PRANASH GUPTA
Notary Govt. Of India
Siliguri, Darjeeling
Regd No 1378

07 SEP 2024

29. This agreement will also stand terminated on the Licensee going into Liquidation/ dissolution voluntarily or through court.

30. The Jurisdiction of court shall be invoked only in the event that all negotiations and arbitration attempts fail. The jurisdiction of the courts shall only be at Siliguri-West Bengal in those circumstances.

DISCRIPTION OF THE SHOP ROOM

THAT all that piece or parcel of Shop Room measuring 384 Square feet, identified as Shop No A-0214. (Hereinafter referred to as the Licensed premises for the sake of brevity) situated at Mall Mart, City Center, Matigara, Siliguri.

IN WITNESS WHEREOF parties hereunto set and subscribe their hands on the day, months and year first above written.

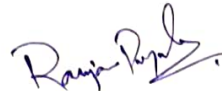
WITNESSES:

1. Khamph Kanai
S/O - Abang
add - D.P.H. Road Gangtok
Sikkim



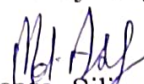
(SIGNATURE OF THE FIRST PARTY)

2.



(SIGNATURE OF THE SECOND PARTY)

Drafted by me,


Advocate, Siliguri.