

Rekha Tewari
B.A., L.L.B.

Professional Address :
2&3, Bankshall Street,
Kolkata - 700 001

Advocate & Notary Public
Govt. of India

Mobile : 9748234830

Sl. No. 01 / 2023

NOTARIAL CERTIFICATE

(Pursuant to Section 8 of the Notaries Act, 1952)

TO ALL TO WHOM THESE PRESENTS Shall come, I, Rekha Tewari duly authorised by the Central Government to practise as a NOTARY do hereby verify, authenticate, certify, attest, as under the execution of the instrument annexed hereto collectively marked "A" on its being executed, admitted and identified by the respective signatories as to the matters contained therein, presented before me.

According to that this is to certify, authenticate and attest that the annexed instrument 'A' is the.

Original *agreement*

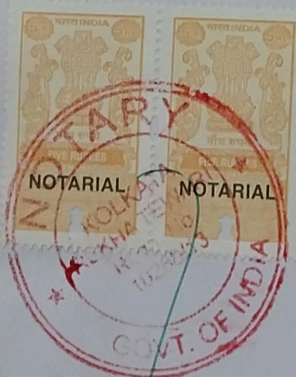
Executed by *Sri Jayal Kumar De*

and others as per the same.

PRIMA FACIE the annexed instrument "A" appears to be in the USUAL procedure to serve and avail as needs or occasions shall or may require 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 me seal of office at Chandernagore on this

the **28 MAR 2023** day of **28 MAR 2023** in the year of Christ 20



Rekha Tewari
Rekha Tewari
NOTARY PUBLIC
Regn. No.: 10288/13
Govt. of India
CMM'S Court
Kolkata - 700001

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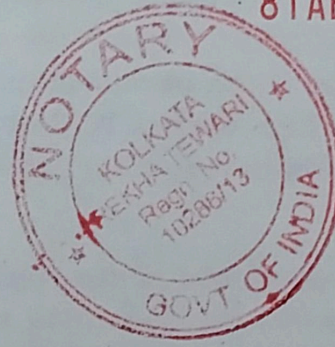


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RUPEES
Rs.10

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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BEFORE THE NOTARY PUBLIC AT ALIPORE

LEAVE AND LICENSE AGREEMENT

For 11 (Eleven) Months

**THIS AGREEMENT made this the 1st day of March, in the year
Two Thousand and Twenty-Three (01/03/2023)**

BETWEEN

Sangeeta Kumar De

REKHA TEWARI
NOTARY
Regn. No.- 10288/13
C.M.M's Court
Kolkata - 700 00

Brijanku Roychoudhury

28 MAR 2023

6968

7 FEB 2023

No..... ₹10/- Date.....

Name: *Abhijit Sinha*
Advocate
High Court Calcutta

Address:

Vendor :
Alipore Collectorate, 24 P.O. (South)
SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kol-27



LIBRARY PUBLIC AT ALIPORE

Sri Sayak Kumar De son of Soumitra Kumar De, by faith Hindu, by Profession- Others, residing at 48/19, Purna Chandra Mitra Lane, Near Swiss Park Nursing Home, P.O. & P.S.-Tollygunge, Kolkata-700033, District- 24 Parganas (South), hereinafter called and referred to as the **Licensor** (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his legal, heirs, executors, administrators, legal representatives and assigns) **of the One Part.**

AND

Priyanka Roy Chowdhury daughter of Ashis Kumar Roy Chowdhury an adult Indian National, Inhabitant of Panihati, by faith Hindu, by Occupation: Business, Permanent Account Number: **AORPR1846Q** and Aadhaar No.: **294221832027**, residing at 49 Anandapur, near Panchantala Auto Stand, Panihati, Sodepur: 700110, North 24 Parganas, hereinafter called and referred to as the **Licensee** (which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his legal, heirs, executors, administrators, legal representatives and assigns) **of the Other Part.**

WHEREAS the party hereto of the one part is absolutely seized and possessed and owner of all that a self-contained Office being Office No. on the Ground Floor, **measuring 150 Sq. ft. more or less** fitted with shutter and facilitated with Sub-meter, part of Multistoried building well known 48/19, Purna Chandra Mitra Lane, Near Swiss Park Nursing Home, P.O. & P.S.-Tollygunge, Kolkata-700033, District- 24 Parganas (South), herein after called and referred to as the **"Said Office"**.

WHEREAS in consideration of License Fee hereby reserved and the covenants and conditions herein contained and on the part of License to be observed and performed by the Licensee, the Licensor hereby grant the exclusive use and occupation of the "Said Office" to the Licensee for a period of **11 (Eleven) Months** with effect from **1st day of March, 2023 to 31st day of January, 2024.**

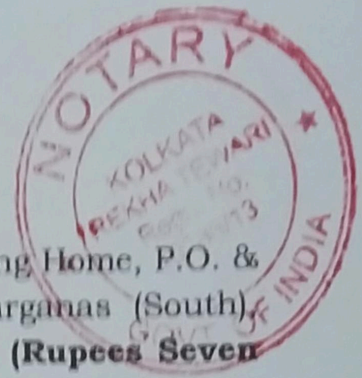
WHEREAS The Licensee hereby agrees, to accept the license in respect of the "Said Office" lying and situated at Premises No. 48/19,

Sayak Kumar De

REKHA TEWARI
NOTARY
Regn. No.-10288/13
C.M.M's Court
Kolkata - 700 00 .

Priyanka Roychowdhury

8 MAR 2023



Purna Chandra Mitra Lane, Near Swiss Park Nursing Home, P.O. & P.S.-Tollygunge, Kolkata-700033, District- 24 Parganas (South) from on payment of Licensee Fee of **Rs. 7, 000/- (Rupees Seven Thousand)** only per month for **11 (Eleven) Months** for the said licensed portion will be paid by the Licensee to the Licensor.

AND WHEREAS BOTH THE PARTIES HEREUNDER RECORDED THE TERMS AND CONDITIONS OF THE LICENSE HEREIN BELOW: -

1. The Licensor hereby state and declare that he grants license to the Licensee to use the said Office with effect from 01/03/2023 for a period of **11 (Eleven) Months** only on Leave and License basis.
2. The Licensee have agreed to occupy and use the said Office for a period of **11 (Eleven) Months** purely on Leave and License basis, commencing on 01/03/2023 and expiring on 31/01/2024 (i.e. 01/03/2023 to 31/01/2024).
3. The financial compensation terms shall be as follows :
 - a. The Licensee shall pay **Rs. 7, 000/- (Rupees Seven Thousand)** only per month in advance as compensation for the use of the said Office on or before the 5th day of every month, and if the Licensee fail to pay such payment, when due, the Licensor have the right to cancel the instant agreement without any further notice for payment of any compensation to the Licensee.
 - b. The Licensee shall pay **Rs. 7, 000/- (Rupees Seven Thousand)** on the date of execution of these Leave and Licence Agreement as first month's compensation for the use of the said Office.
 - c. Apart from that Licensee shall pay to the Licensor a sum of **Rs. 14, 000/- (Rupees Fourteen Thousand)** on the date of execution of these Leave and Licence Agreement as an interest-free security deposit.
 - d. This security deposit of **Rs. 14, 000/- (Rupees Fourteen Thousand)** shall be refunded after taking handover of peaceful possession of the said Office as well as after

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NOTARY

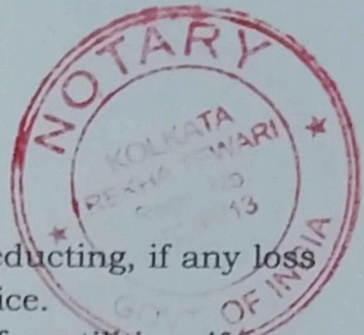
Regn. No.-10288/13

C.M.M.'s Court

Kolkata - 700 00

Prismita Roychoudhury

28 MAR 2023



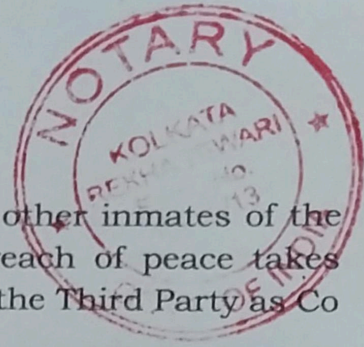
- termination of the licence period, by deducting, if any loss and/or damages caused to the said Office.
- e. The Licensee shall bear the charges for utilities, if any, namely electricity as per the ridding of their Sub-meter by CESC and cable and shall make payments of these bills on time.
 - f. The Licensor will bear maintenance charges, municipal taxes and water tax. Any increase in municipal taxes or other statutory levies, if any, will be borne by the Licensor.
4. That the Licensee shall also pay the sub-meter's electric charges for electricity consumed at the licensed portion as per separate electric meter to the CESC on the basis of electric bill by the date and in the manner required notwithstanding the fact that the bill is raised in the name of the Licensor. In case the Licensee installs a telephone and internet connection in the said licensed portion the installation charges will be paid by the Licensee and the licensee shall pay the monthly bills raised by the appropriate authority.
 5. That the Licensee shall not have any right to continue the licensee of the said licensed portion on the expiry of the license on 31/01/2024.
 6. That the licensee may approached to the Licensor for some more time to stay as a Licensee in the said Licensed portioned and if Licensor agreed to extend the Licensed period for another period, on that occasion License fee will be increased by 7% of the existing fees.
 7. That if the Licensee falls or neglects to pay the licensor continuously three months or put the said portion of the licensed portion under lock and key for continuously three months without any information to the licensor in that event the licensor reserves his right to open the lock in presence of two witnesses.
 8. That the Licensee Shall use the said licensed portion for only his residential purpose only.
 9. That the Licensee shall keep the "Said Office" in good condition.
 10. That the Licensee shall not erect any permanent construction to the said licensed portion without the consent of the Licensor.

Sayak Kumar De

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Kolkata - 700 00

Poojanku Roychowdhury

28 MAR 2023



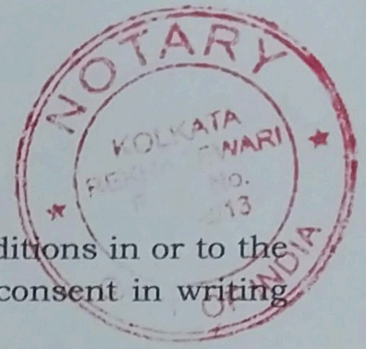
11. That Licensee shall behave well with all other inmates of the said premises and shall see that no breach of peace takes place. Licensee have no right to sublet to the Third Party as Co sharer with him.
12. That the Licensee shall not make any addition or alteration to the said Licensed Portion.
13. That to permit the Owner and his authorized agents in prior service of reasonable notice to enter the said portion of the licensed portion to survey measure or examine the condition or for other reasonable purpose.
14. That the Licensee shall keep the surrounding neat and clear and not throw refuse etc. at a place other than earmarked for the same.
15. That the Licensee shall be responsible for all minor repairing works at his own cost and also responsible for proper maintenance of the said portion of the licensed portion by the supervision of the Licensor wherein major repairs shall be caused by the Licensor.
16. That the Licensee shall not do any act, matter thing in the said licensed portion of which are illegal or immoral and/or contrary to law. Licensee shall not use the Said Office as Brothel.
17. That the Licensee shall not deliver or transfer the said portion to any third party.
18. That if the Licensee intends to vacate the said Licensed portion of before expiry of the term of licensed period, then and in that event the Licensee shall give at least **1-month prior** written notice to the Licensor.
19. That any illegal or immoral activities and also break any terms and conditions and also indiscipline from the part of the licensed portion at once in that event the licensor reserve their right to open the lock in presence of two witnesses.
20. That if the Licensor intends to take the said licensed portion for his own purpose before expiry of the said term of 11 months, then and in that event the Licensor shall give at least **1-month prior** written notice to the Licensee.
21. That the Licensee shall not injury any of the wall or portion of the said licensed portion make any alteration in the internal

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C.M.M's Court
Kolkata - 700 00

Poujanika Roychoudhary

28 MAR 2023



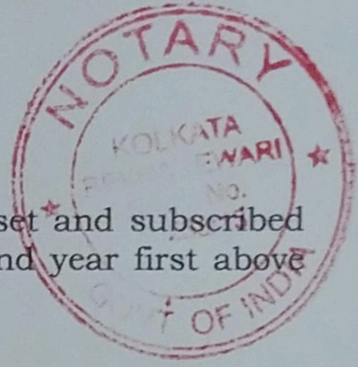
- arrangements or external appearance or additions in or to the said licensed portion without the previous consent in writing of the Licensor first had and obtained.
22. That if the Licensee fails or neglects to pay the licensor as herein before stated or otherwise commit any breach of the deeds condition and stipulation in that event it shall be lawful on the part of the licensor to repossess the said licensed portion from the licensee without giving any further notice to the licensee.
 23. The Licensee shall not cause any destruction on the landing, common areas of the stair case or allow or cause to be done in the licensed portion any act, deed or thing which may in any manner cause nuisance, annoyance, disturbance or inconvenience to the occupiers of the other portions of the said premises, the neighbors and others.
 24. The Licensee shall at the expiration or determination of the terms hereby created, quietly and peacefully make over vacant and peaceful possession of the licensed portion to the Licensor in as good condition as the same as now.
 25. That the Licensee and the Licensor mutually agreed to continue the said leave and license agreement more and after expiry of the said period every period Licensee fee shall be increased 7% at the time of renewal.
 26. This licensee agreement shall not constitute any agreement for rent or any kind of transfer or property and it should only be deemed to as a written permission to stay for only eleven months.
 27. That this agreement will never be treated as a Tenancy Agreement under the W.B.T.P Act, but treated as a completely temporary residential agreement under Leave and Licence Agreement entered as a specific understanding according to the terms and conditions mentioned earlier.
 28. Both the parties will abide by these terms and conditions and time is the Essence of Contract.

Gayatri Kumar Ra

REKHA TEWARI
NOTARY
Regn. No. - 10288/13
C.M.M's Court
Kolkata - 700 00

Priyanka Roychoudhary

28 MAR 2023



IN WITNESSES WHEREOF the parties hereto set and subscribed their respective signature on the day, month and year first above written.

Sayak Kumar De

Signature of the Licensor Sri Sayak Kumar De

Priyanka Roy Chowdhury

Signature of the Licensee Priyanka Roy Chowdhury

WITNESSES :-

1. *Samapita Chatterjee*
2. *Harbir Sinha*

Drafted, read over, Explained and Identified by me:

Abhijit Sinha

Abhijit Sinha

Advocate

High Court at Calcutta.

Bar Association Room No. 16

Chamber: 9, Charu Chandra Place East,

Post Office- Charu market, Kolkata-700033

ATTESTED SIGNATURE ONLY
BEFORE ME ON IDENTIFICATION

REKHA TEWARI
NOTARY
Regn. No. - 10288/13
C.M.M's Court
Kolkata - 700 00

Rekha Tewari
REKHA TEWARI
NOTARY

28 MAR 2023

NOTARIAL CERTIFICATE

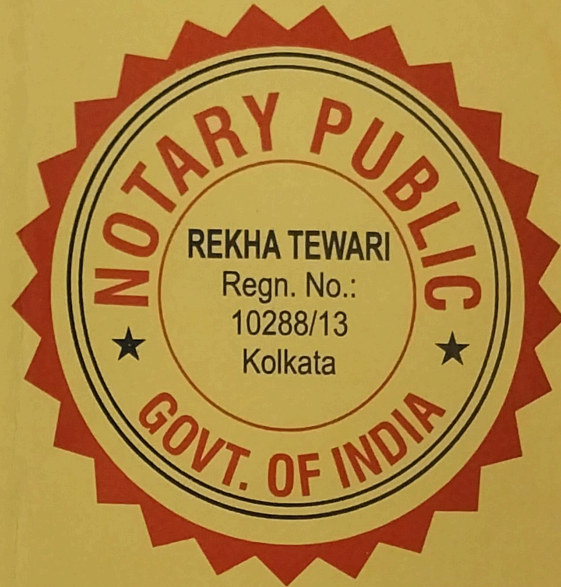
INSTRUMENT "A"

dated _____ day of _____ 20

with

NOTARIAL CERTIFICATE

dated _____ day of _____ 20



Mobile : 09748234830

Rekha Tewari

NOTARY PUBLIC

Govt. of India

CMM'S COURT

2, Bankshall Street,

Kolkata - 700 001