

SL No. 36 0 22 9 0f 20 3

SARBANI MITRA
NOTARY
Regd. No. 5515/88

## Notarial Certificate

TO ALL MEN THESE PRESENTS SHALL Come, I SARBANI MITRA appointed by the Government of India as a NOTARY being authorised to practice as such in the District of KOLKATA in the State of West Bengal within union of India do hereby verify, authenticate, certify, attest as under the execution of the instrument, do hereby declare that the paper writing collectively Market 'A' annexed hereto hereinafter called the paper WRITINGS "A" are presented before me by the Executants(S).

Ruchik Nirman LLP, at Newtown, Square, Chinary Park, Atghorse, 3rd Aoors, Unit No. 3D, 24 Pgs(N) WB-700136. \_\_\_\_A\_\_\_

Sanjeer Kumar Grhosh, at Biswanath Abaseur, Plat-2D, BI-2, Nisikanan, Tegharola, Singo Bari Herriata, 24 Pgs(N). WB. 700157

herein after referred to as the executants (s) on this 22 hd days of Sept

.....Two thousand .....

The executant (s) having admitted the Execution of the "PAPER WRITINGS A" in respective hand (s) in the presence of the witnesses who as such subscribe (s) Signature (s) thereon and being satisfied as to the identity of the Executant (s) and the said execution of the "PAPER WRITING A" and satisfy that the said execution is in the respective hand (s) of the executant (s).

AN ACT WHEREOF being required of a NOTARY. I have granted THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as need and occasion shall or may require.

Notarial Stamp on original



IN FAITH AND TESTIMONY WHEREOF I, the said NOTARY PUBLIC, have hereunto set and subscribed my hand and affix my Notarial seal of Office at Sealdah Court at Sealdah in the Dist. at Kolkata on this 22 hd day of Sept

Two thousand

SARBANI MITRA

**NOTARY** 

Govt. of India Regn. 5515/08 SEALDAH COURT

Mob. No.: 87773 03277

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SEALDAH COURT

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LEAVE AND LICENSE AGREEMENT

THIS LEAVE AND LICENSE AGREEMENT (hereinafter referred to as "Agreement") shall be effective from 1st day of July 2025.

#### BY AND BETWEEN

(1) RUCHIK NIRMAN LLP, having PAN No AAUFR6420P a limited liability partnership firm registered under the provision of LLP Act 2008 having its registered office at Newtown Square, Chinar Park, Atghora, 3rd Floor, Unit No 3D, North 24 Parganas, West Bengal 700136, hereinafter referred to as the "LICENSOR" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in- interest) of the ONE PART

AND

(2) MR. SANJEEV KUMAR GHOSH(REAL ESTATE AGENT) having PAN No AMGPG5022Q s/o Mr Asim Kumar Ghosh residing at Biswanath Abasan, Flat-2D, Block-2, Nisikanan, Teghoria, Singo Bari, Hariata, North 24 Parganas, West Bengal 700157 hereinafter referred to as the "LICENSEE" (which expression shall unless

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excluded by or repugnant to the subject or context be deemed include its successors or successors-in-interest) of the OTHER PART:

#### WHEREAS

- A. the Licensor has acquired right to provide premises bearing address "Room No. 12A, Unit. 3D, 3<sup>rd</sup> Floor, New Town Square, Chinar Park, Atghora, North 24 Parganas, West Bengal 700136 IN" (referred to as the 'Licensed Premises') on leave and license basis and is desirous of giving the said premises on leave and license basis.
- B. the Licensee has approached the Licensor with a request to allow the Licensee to temporarily occupy and use the "Licensed Premises" on revocable leave and license for the purpose of carrying on business activities hereof on terms and subject to conditions hereafter appearing.
  - C. the Licensor has agreed to grant leave and license to the Licensee to occupy and use the "Licensed Premises" on the following terms and conditions agreed to between the parties hereto.

# NOW IT IS HEREBY AGREED, COVENANTED AND STIPULATED BY AND BETWEEN THE PARTIES AS LICENSOR AND LICENSEE HERETO AS STATED HEREUNDER:

- 1. The Licensor hereby grants to the Licensee herein on leave and license basis, to occupy the said "Licensed Premises" without creating any tenancy rights or any other rights, title, and interest in favor of the Licensee during office hours on every day except on public holidays for a period of 11 months commencing from 1st day of July 2025 and expiring on 31st day of May 2026 for the purpose of carrying on business.
- 2. The Licensee hereby agrees and undertakes; to pay the Licensor a **License Fee** of **Rs 10,000/- (Rupees Ten Thousand Only)** only per month (subject to statutory deduction of tax at source) in advance within 10<sup>th</sup> day of each English calendar month and further the Licensee shall also pay GST on the Licensee fee amount as applicable. In the event of non-payment of License Fees within the due date, the Licensor shall be paid a late

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payment fee of Rs 50 per day from the due date until the time of actual payment due date.

- 3. It is agreed and recorded that on or before execution of these presents the Licensee shall deposit an interest free refundable security deposit of Rs. 20,000/- (Rupees Twenty Thousand) only with the Licensor for permissible use of the said Licensed premises which shall be refunded by the Licensor on the expiry or termination of this Leave and License whichever is earlier, provided however that the said Security Deposit may be used by the Licensor towards any outstanding, late fee charges and deductions for the loss caused to the Licensed Premises, except reasonable wear and tear.
- 4. Licensor shall refund the security amount deposited with the Licensee after adjustment of any due amount as mentioned above within a period of 15 days from the date of vacation of the Licensed Premises.
- 5. It is hereby agreed that the Licensee shall use the said Licensed premises with the benefit of the facilities and services and the License fee is inclusive of ro purified water, common area maintenance charges, regular cleaning of the Licensed premises, electricity & HVAC charges, property tax. Licensor shall ensure the uninterrupted supply of these Service during the term of this Agreement and shall ensure that any issue is resolved in a time bound manner as agreed with the Licensee.
- 6. The Licensee may display name boards only at the entrance of the Licensed Premises during the LICENSE TERM in accordance with the rules and regulations. It is agreed and recorded that the Licensee shall not install sign Board, placard, writing, drawing or any other thing shall be added or placed at the gate of the Coworking Space or any common areas.
- The office shall remain open for normal working hours from Monday to Saturday.
   The coworking space shall remain closed on Sundays and Public Holidays.
- 8. It is agreed and recorded that this Leave and License is personal to the Licensee and it cannot be assigned, transferred or otherwise disposed of to anybody else and the Licensee must not grant or attempt to grant any rights in this License. The Licensee is not

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entitled to permit anyone other than those employed by or having business with Licensed to have access to the said Licensed premises.

OF

NOTARY Regd. No.-5515/08

- 9. It is agreed and recorded that the Licensor shall permit the Licensee to use the common parts to ingress and egress from the said Licensed Premises and common toilet facility at the said coworking space and maintain such facility in a clean condition.
- 10. It is agreed and recorded that the Licensee shall be entitled to a key of the said Licensed Premises which shall be permitted to be used throughout the normal office hours and the key of the lock for the main entrance of the Coworking Space will remain with the Licensor. It is hereby agreed by the Licensee that the loss of cabin door keys shall be charged Rs 1,000 per key & loss of drawer keys shall be charged at Rs 500 per key.
- 11. It is agreed and recorded that the Licensee shall use the Licensed premises for business purpose and shall neither himself nor allow anyone else to do activities which are dangerous, offensive, noxious, noisome, illegal, immoral or constitute breach of any law or which are or may cause nuisance, damage, disturbance, annoyance, inconvenience or interference to the Licensor or the occupier of the other neighboring space.
- 12. It is agreed and recorded that the Licensee shall not solicit business in any common areas of the said Coworking space or distribute handbills or other advertising matter in any common Areas including placing the same in or upon any other offices of the coworking space or upon any Automobiles parked in the parking areas.
- 13. The Licensor shall have a right of access either by himself or through authorized representative to enter, view and inspect the Licensed premises at reasonable intervals.
- 14. It is agreed and recorded that if the Licensee commits default in regular and punctual payments of monthly compensation as herein before mentioned or commits breach of any of the terms, covenants and conditions of this Leave and License, then notwithstanding anything contained herein the Licensor shall be entitled to terminate the License hereby granted, by giving 15(fifteen) days' notice in writing to the Licensee. It is also hereby agreed and recorded that this Leave and License shall terminate without any notice if at any time more than 1.5(One and half) months of License Fee are due and unpaid.

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- 15. It is agreed and recorded that the Licensee shall occupy the office for at least a lock in period of 6 months and that the Licensee shall provide a notice of 2(Two) months before vacating the Licensed Premises.
- 16. It is agreed and recorded that after completion of the Leave and License period, a fresh Leave and License agreement can be made as per mutual consent between the Licensor and Licensee with the same terms and conditions with an escalation of 5%.
- 17. It is agreed and recorded that the Licensee shall not carry out any fixed structural alterations or additions within the said Licensed Premises. The Licensee shall maintain the said Licensed Premises in good and existing condition and damage, if any, is caused to the said Licensed premises or any part thereof by the Licensee or his employees, servants or agents, the same will be made good by the Licensee at the cost of the Licensee either by rectifying the damage or by paying cash compensation as may be determined by the Licensor.
- 18. It is agreed and recorded that for the purpose of use of the said Licensed premises the Licensee shall at its own costs and expenses obtain all necessary consents from every competent authority and comply with all laws, rules and regulations and requirements of every competent authority.
- 19. It is agreed and recorded that immediately upon the expiration or earlier termination of this Agreement the Licensee shall hand over peaceful possession of the Licensed premises to the Licensor without delay with all his goods and belongings. In the event of Licensee fails and/or neglects to vacate and delivery peaceful possession of the Licensed Premises to the Licensor without demur, protest or objection upon the expiry or earlier termination of this Agreement, or fails to remove all personal belongings and effects therefrom, or fails to cancel and/or transfer all registrations, licenses, or statutory documents including but not limited to Trade License, Registrar of Companies (ROC) records, GST registration, or any other address-linked documentation associated with the Licensed Premises, the Licensor shall be entitled to recover liquidated damages at the rate of double the daily compensation fee for each day of default. Further, the Licensor shall be entitled, at its sole discretion, to remove the Licensee and all such belongings from the

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Kolkata



icensed Premises, without the requirement of obtaining any order or direction Court of Law."

- 20. It is hereby agreed and declared that the each party shall indemnify, defend and hold harmless the other party including its officers, directors, employees, agents and representatives from any and against any and all actions, suits, claims, proceedings, liabilities, losses, damages, costs, charges and expenses whatsoever, including reasonable legal fees, which may arise or be incurred as a consequence of any breach, whether express or implied, of the terms and conditions of this Agreement, or due to any negligent act, willful misconduct, or omission on the part of the indemnifying party or its employees, agents, contractors, or representatives, in connection with or arising our of the use or occupation of the Licensed Premises.
- 21. Any notice to either party shall be deemed to be served if it is served at the notified address as stated in this Agreement or if it sent by email at the registered email address.
- 22. The Licensor makes no warranty, express or implied, as to the suitability of the Licensed premises for the purpose which it is licensed under this agreement.

23. The courts at Kolkata shall have exclusive jurisdiction with respect to disputes arising out of or from this Agreement.

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ALL THAT the said office **Room No. 12A** situated on the 3<sup>rd</sup> Floor, Unit No 3D of the said building known as "Newtown Square" situated at Chinar Park, Atghora, Kolkata West Bengal 7000136, in the District of North 24-Parganas;

IN WITNESS WHEREOF the parties have set and subscribed their hands on the date month and year first above written.

SIGNED SEALED AND DELIVERED by the **LICENSOR** at Kolkata

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in the Presence of:

NIRA PZ Kolkata

SIGNED SEALED AND DELIVERED

by the LICENSEE at Kolkata

in the Presence of:

Identified By Me

Advocate

SARBANI MITRA, NOTARY Regd. No.-5515/08 Govt. of India SEALDAH COURT

Attested on Identification of Advocate. R. M. Banague at Sealdah Court

### **GANPATI VIHAR PRIVATE LIMITED**

Regd Off: Newtown Square, Chinar Park, Atghora, 5th Floor, Unit No 5D, Kolkata 700136.

M: +91 9007721212, E: info@myofyc.com

### No Objection Certificate

MR. SANJEEV KUMAR GHOSH(REAL ESTATE AGENT) having PAN No AMGPG5022Q s/o Mr Asim Kumar Ghosh residing at Biswanath Abasan, Flat-2D, Block-2, Nisikanan, Teghoria, Singo Bari, Hariata, North 24 Parganas, West Bengal 700157 to use office at "Room No. 12A, Unit. 3D, 3<sup>rd</sup> Floor, New Town Square, Chinar Park, Atghora, North 24 Parganas, West Bengal 700136 IN" for its business purpose. It is hereby solemnly affirmed that I have no objection in the above property being used for its business purpose.

This no objection certificate is issued for the purpose of obtaining registration as per the local tax laws.

NIRM TO Kolkata

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Date: 01-07-2025

Place: Kolkata



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PAPER WRITINGS 'A'

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THE RELATED

NOTARIAL CERTIFICATE





SARBANI MITRA

B.Com., LLB, Advocate

&

**NOTARY** 

Govt. of India

Registration No. 5515 / 08

SEALDAH COURT ROOM NO. - 202

RESIDENCE & CHAMBER:

21/2, DR. NAGEN GHOSH LANE DHAKURIA, KOLKATA - 700 031

Phone: 87773 03277

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