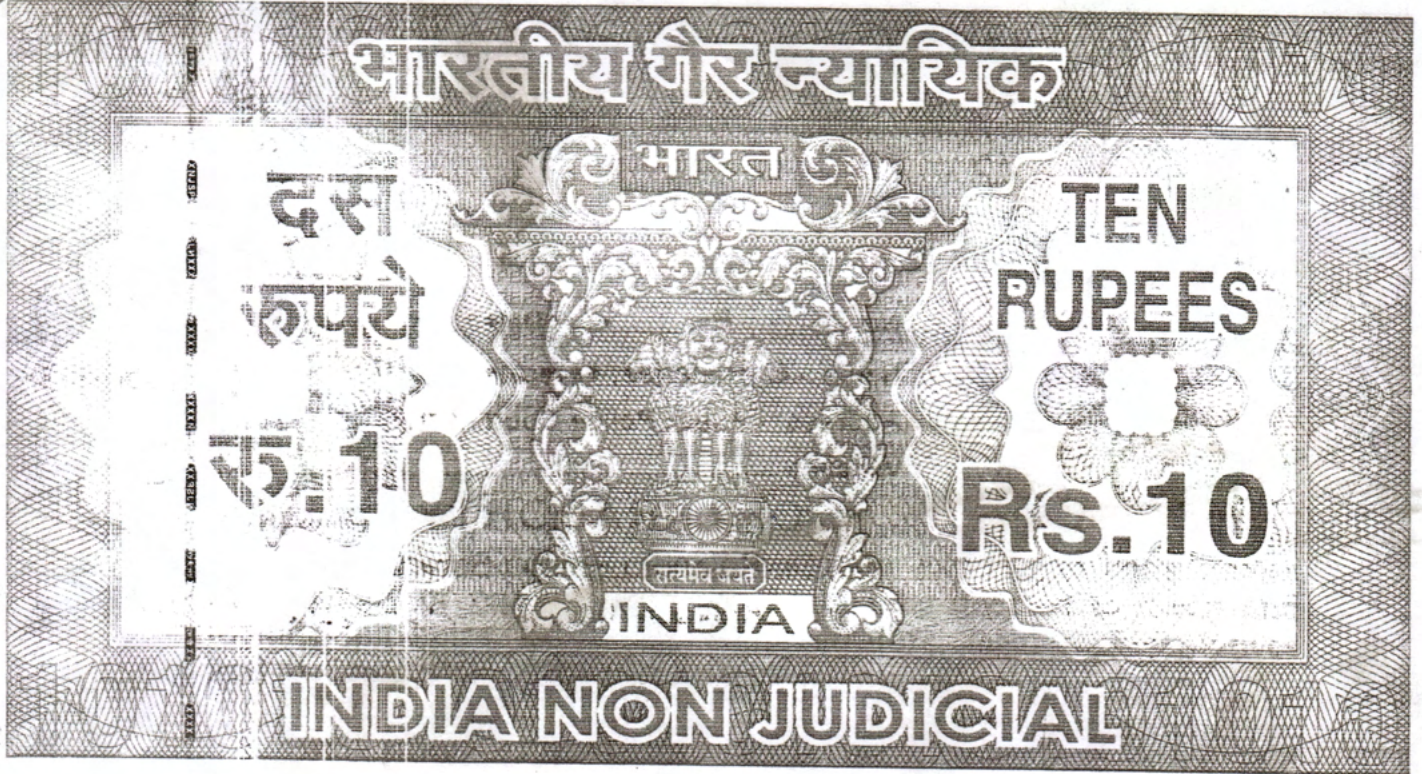




পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL
LEAVE AND LICENCE AGREEMENT

60AB 616527

THIS LEAVE AND LICENCE AGREEMENT is made on this day
of, Two Thousand Twenty one (2021) at Kolkata

BETWEEN

1) **MR. MUBARAK HOSSAIN**, (PAN : ACLPH7477D) 2) **MR. TABARAK HOSSAIN**, (PAN : AHKPH9838G) 3) **MR. RAZZAK HOSSAIN**, (PAN : ALIPH2102F) all son of Mr. Munir Hossain, by faith Muslim, by occupation-Business, residing at 76, Mansatala Lane, P.O.Kidderpore, P.S. Watgunge, Kolkata-700023, hereinafter referred to as the **OWNER/LICENSOR** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PARTY**

AND

MR. NITIN JAISWAL (PAN: BDEPJ4686B)

Real Estate Agent carry on business from registered office at "AC-96, PRAFULLA KANAN (EAST), KRISHNAPUR, PARGANAS North West Bengal, Kolkata 700101.



**TRUE COPY
ATTESTED**

**SARBANI MITRA
NOTARY
Govt. of India
Regd. No.-5515/08**

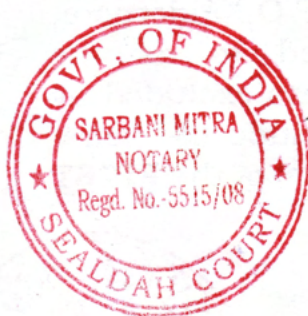


Nitin Jaiswal

Tabarak Hossain

Beena Hossain

15 SEP 2021



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12 SEP 2021

15 SEP 2021

No. Rs.
Date

Name :- C. Banerjee, Advocate
Address :- Allipur Police Court, Kol-27
Vendor :-

I. CHAKRABORTY
6B, Dr. Rajendra Prasad Sarani
Kolkata-700 001

00158633

residing at DB-8/2 Jyangra P.S. Baguiati, P.O. Aswani Nagar, Ghuni, North twenty four paraganas, West Bengal 700059. Aged about 24 years, S/o Mr. Uday Jaiswal by Hindu, by occupation business. presently residing at DB-8/2 Jyangra P.S. Baguiati, P.O. Aswani Nagar, Ghuni, North twenty four paraganas, West Bengal 700059, hereinafter referred to as the **OCCUPIER / LICENSEE** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PARTY**.

WHEREAS FIRST PARTY, is the Owner and seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of the office space being Unit No.6A2, admeasuring built up area of approximately 2,603 sq.ft. (Super built up area of 3,590 sq.ft.) on the 6th floor in the Complex together with Two car parking Spaces in the basement floor in the mechanical system thereinafter referred to as the "Demised Space" lying at commercial complex namely "**New Town Square**" in the District of North 24-parganas which is more specifically described in the Schedule below together with a full furnished commercial Space along with office upon the said building complex, together with all easement rights to free from all encumbrances.

AND WHEREAS the Licensee / Second Party herein is in need a Temporary fully furnished commercial office accommodation and was looking for the same and having receiving information the Licensee/Second Party herein has approached to the Licensor/First Party for temporary commercial purpose only for the specific period of **36 (Thirty Six) Months** for the commercial purposes (office use) only.

AND WHEREAS the Licensee / Second Party herein has agreed to use the said office space for office use only.



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AND WHEREAS the Licensor / First Party herein has agreed to grant on the basis of Leave and Licence only (which will stand ipso facto revoked on expiry of the said terms) in favour of the Licensee / Second Party for the specific period of **36 (Thirty Six) Months** in respect of ALL THAT piece and parcel of the space being Unit No.6A2, admeasuring built up area of approximately 2,603 sq.ft. (Super built up area of 3,590 sq.ft.) on the 6th floor in the Complex together with Two car parking Spaces in the basement floor in the mechanical system thereafter referred to as the "Demised Space" lying at commercial complex namely "**New Town Square**" in the District of North 24-parganas, specifically mentioned in the schedule below, for the commercial purposes only, under certain terms and conditions,

NOW it is hereby expressly agreed and declared by and between the parties as follows:

1. This writing shall never be constructed as any other interest in the commercial space in favour of the occupier, which is not at all the intention of the parties but on the contrary merely a temporary agreement or, arrangement simply to allow the occupier to use and occupy the said commercial space of the premises for his decorating use under the control and supervision of the owner. In any circumstances the occupier will not be allowed to use the said commercial space for residential purpose.

2. The occupier shall, in consideration of such commercial space as hereunder provided pay to the owner a sum of **Rs.3,93,000/-** (Rupees Three Lacs Ninety Three Thousands only) only as interest free **Security Deposit** for such temporary occupations for the period of 36 months which will be commenced on and from the following periods

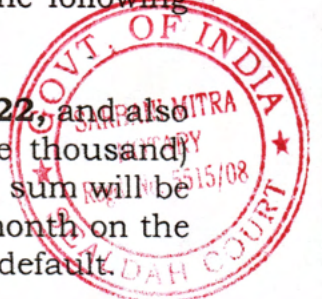
2.a) **1st day of September 2021 to 31st day of July 2022**, and also pay a sum of **Rs.1,31,000/-** (Rupees One Lakh Thirty One thousand) only exclusive of taxes if applicable as license fees which sum will be paid by monthly installments as per English Calendar month on the 5th day of every month in advance without any delay or default.

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2.b) 1st day of August 2022 to 30th day of June 2023, and also pay a sum of **Rs.1,44,100/-** (Rupees One Lakh forty four thousand one hundred) only exclusive of taxes if applicable as license fees which sum will be paid by monthly installments as per English Calendar month on the 5th day of every month in advance without any delay or default.

2.c) 1st day of July 2023 to 31st day of May 2024, and also pay a sum of **Rs.1,58,510/-** (Rupees One Lakh fifty eight thousand five hundred ten) only exclusive of taxes if applicable as license fees which sum will be paid by monthly installments as per English Calendar month on the 5th day of every month in advance without any delay or default.

3. That the Licensee / Second Party will be regular and punctual in monthly payments as aforesaid which will be either by online payment or RTGS payable at Kolkata in **ICICI Bank** in the name of Account holder Mr. **Mubarak Hossain**, having Savings Account No. **039201003768** IFS Code No. **ICIC0000392** and the same shall be payable within 10th day of each and every English Calendar Month during the above period. In case of any neglect or refusal to pay the monthly the aforesaid amount within the stipulated time for any two months the Owner / Licensor / First Party shall have every liberty to take physical possession of the said demises licensee portion of the said Premises for which the Licensee / Second Party will not resort to grievance or create any objection and the Licensee/Second Party shall deliver peaceful vacant physical possession of the said licensee portion to the Licensor / First Party herein without raising any objection or obstruction or whatsoever.

4. The Occupier shall on expiry of the period of thirty three months and License hereunder granted or earlier revocation thereof surrender the commercial space and deliver the same to the owner (FIRST PARTY).



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Tabarak Hossain

Praveen Hossain



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5. That the Licensee can do Interior changes as per their requirement in above said commercial space with consent of the owner (FIRST PARTY). Also Licensee (Second Party) will not allowed to remove/ take back any fixed furniture / interiors at the time of surrender this agreement.

6. That the License fee hereby reserved excludes the charges for consumption of electricity for the said licensed premises. The Licensee will use the existing electric meter (**Consumer No.103471423**) and the Licensee shall pay directly to W.B.S.E.B. the charges of electricity consumed by the Licensee. The Licensor is not responsible for disconnection of electricity in case of default in payment electricity bills by the Licensee. The Licensee shall handover the copy of the paid up electricity bill every month to the Licensor.

7. The property tax in respect of the said licensed premises will be paid by the Licensors / First party.

8. If the Licensee commits breach of any terms of this agreement then notwithstanding anything herein contained the Licensor will be entitled to terminate this agreement by giving 3 (three) month prior notice to the Licensee. Any act or commission or omission committed by the Officer of the Licensee occupying the Licensed Premises will be deemed to be an act of omission or commission of the Licensee.

9. The Licensee / Second Party shall not part or sub-license with the said Portion with any third person or persons nor shall keep any unknown outsider in the said property.

10. The Licensee / Second Party shall not make any addition or alteration to the accommodated portion and around the outside of the licensee portion without owners (First Party) consent.

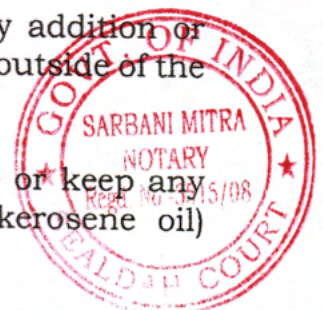
11. That the Licensee / Second Party shall not store or keep any objectionable Article or things (except cooking gas/kerosene oil)

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which may cause damage to the licensee portion or may create nuisance or annoyance to the neighbor of the Premises / Locality.

12. That the Licensee / Second Party **shall not sub-let / sub-license or under let / license or assign or Transfer** of his occupied portion or part thereof in favour of any person or persons.

13. That on expiry of this Leave and Licence Agreement as mentioned above the Licensee / Second Party shall vacate and hand over / deliver the peaceful vacate possession of the said commercial space in favour of the Lessor / First Party herein free from all encumbrances.

14. That this Leave and Licence Agreement will remain valid for the period of 36 Months.

15. Annual contract charges of Air Conditioned System maintenance shall be paid directly by the LESSEE / Second party as per lessee AMC contract with any service centre.

16. The said license fees and common are maintenance charges along with Applicable Taxes shall be paid regularly and punctually without any abatement and/or deduction whatsoever or howsoever on or before the 5th day of each and every English Calendar month; in advance, at the office of the Lessor or at such other place as may be specified by the Lessor from time to time, regardless of any demand being made by the Lessor. Common are maintenance charges shall be paid by first party

17. That the Licensee / Second Party and the Owner both the party herein have Agreed mutually the terms and conditions of the Leave and License Agreement.

18. The Licensee / Second Party at all times during the term of this Agreement keep and maintain the premises clean, tidy, healthy and wind

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and water-tight in all seasons and further in good and substantial repair.

19. The Licensee / Second Party shall permit the Owner, his servants and agents at all reasonable hours to enter into the commercial space / Property to inspect the conditions or to not all defects to be repaired in the demised office space. That if any damage is made by the Licensee / Second Party he will be liable to repair the same and repairing charge will be borne by the second party or deducted from the security deposited.

20. The Licensee / Second Party at all times during the said period of Agreement use and occupy the demised premises strictly for Digital Marketing & Website designing & Application designing & Accounting office use and not to carry on or permit to be carried on any other Trade or any Business whatsoever.

21. The Licensee / Second Party without the consent in writing of the owner be permitted to assign the said premises or any part thereof to anyone.

22. The Licensee / Second Party will not be allowed to keep any combustible or inflammable articles in the said premises during the period of this Agreement.

23. The Licensee / Second Party also agrees not to make any nuisance or annoyance detriment to the interest of the owner, other occupiers, or the neighbors and always obey the Building Association rules & regulations.

24. That the Second Party will not be allowed to use and enjoy any portion beyond the extent of this Agreement Schedule.

25. Provided, however and notwithstanding any terms hereinbefore contained, it is hereby expressly agreed by and between the parties hereto that in default or any payments of the installments



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Rasim Hossain

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hereinbefore referred to above to the owner, or electricity charges, the owner shall be entitled to and shall have always the power to revoke the License hereunder granted at his absolute discretion and re-occupy the said portion of the property / office space without subject himself to any liability on that account and not withstanding any intermediate negotiations or breach thereof, when and in such an event the occupier shall surrender the occupier portion as described hereunder to the owner.

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

27. This Licensee agrees to abide by the Rules of commercial space and / Establishment Act and all other Acts/Rules/statutory provisions.

28. That the Licensee / Second Party shall comply the terms and conditions as laid down in this Leave and License Agreement, failing which is liable for breach of contract.

29. That the period of stay 36 (Thirty Six) Months which is the Essence of the Contract of this Leave and Licence Agreement herein.

30. That this Leave and License Agreement shall never be construed as Tenancy Agreement but purely on Leave and Licence Agreement.

31. That the Licensee / Second Party shall comply the RULES and REGULATION of said Building Association.

32. That the security deposit of Rs.3,93,000/- (Rupees Three Lacs Ninety Three Thousand only) will not be refunded in any manner if the Licensee / Second Party will vacate the said office space within 18 Months from the date of this agreement.

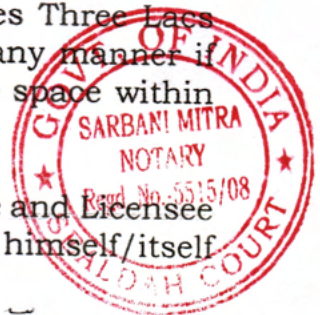
33. That the after completion of 18 Months of this Leave and License Agreement if any of the parties intend of withdrawn himself/itself



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from this Agreement. He/They shall liberty to do that after giving 3 months prior notice to other parties and in that case the Licensor shall refund the security deposit Amount Rs.3,93,000/- (Rupees-Three Lacs Ninety Three Thousand only) in favour of Licensee without any interest.

34. That the Licensee / Second Party shall vacate and hand over / deliver the peaceful vacate possession of the said commercial space in favour of the Licensor / First Party herein free from all encumbrances on demand/requirement of first party

35. That the Licensee / Second Party shall not to do any ILLEGAL BUSINESS / ACTIVITIES in the said office space.

36. That the Licensee / Second Party shall use this office space with not more than 70 person at a time.

37. That the Licensee / Second Party shall use this office space during business hours only from 0830 Hours to 2200 Hours

38. That the owner (FIRST PARTY) shall have authority to order to the Licensee / Second Party to vacant the said office space with one month prior notice in case of the owner (FIRST PARTY) demand/requirement.

SCHEDULE

ALL THAT piece and parcel of the space being Unit No.6A2, admeasuring built up area of approximately 2,603 sq.ft. (Super built up area of 3,590 sq.ft.) on the 6th floor in the Complex together with Two car parking Spaces in the basement floor in the mechanical system thereafter referred to as the "Demised Space" lying at commercial complex namely "**New Town Square**" lying and situated at Mouza Atghora, Touzi No.172,J.L.No.10 within the territorial limits of Rajarhat Police Station, in the District of North 24-parganas, West Bengal Pin-700136 .



Nitin Jain

Tabarak Hussain

Rasul Hossain



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IN WITNESS WHEREOF the parties have executed this Agreement this the day of, 2021 .

SIGNED SEALED & DELIVERED AT KOLKATA

In presence of

[Signature]
Tabarak Hassini
[Signature]

WITNESS:

1. *Saby Molla*
Kalipank Bablatala 401-700136 , SIGNATURE OF THE LICENSOR
Ph. No 9062990825

2.
21424 21342

8584848416

Nitin Jaiswal
SIGNATURE OF THE LICENSEE



MEMO OF CONSIDERATION

RECEIVED from the within named Licensee the within mentioned sum of **Rs.3,93,000/-** (Rupees Three Lacs Ninety Three Thousand Only) as Security Deposit to the Licensor in these presents :



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[Signature]
15 SEP 2021
SARBANI MITRA
NOTARY
Govt. of India
Regd. No.-5515/08

Memo

Date:

Vide RTGS

Bank

Amount Rs.3,93,000/-

(Rupees Three Lacs Ninety Three Thousand Only)

WITNESSESS:

1.



2.

Tabarak Hossain

Rasak Hossain

Signature of the LICENSOR

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