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Director

GHARPRAYESH PROPERTY CONSULTANCY PRIVATE LIMITED

LEAVE AND LICENSE AGREEMENT

THIS LEAVE AND LICENSE AGREEMENT IS MADE ON THIS 29th DAY OF November 2023.

BETWEEN

AIT KUMAR GUPTA and URMILA GUPTA Aadhar no 3886 7663 4632& 5792 3336 6224. Resident 11B Nebo began lane, Bagh bazar Kolkata 700003. Hereinafter referred to as the "LICENSON" (which term or expressions shall, unless excluded by and be repugnant to the context, shall be deemed to mean and include his legal heirs, representatives, executors, successors, nominees and/or assigns) of the ONE PART

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Mr. PRITESH KANDOI S/O Govind Kandoi, Aadhar No 5485 8084 0354 & PAN No. EDYPK4393F Resident of Aster Green, Block 6, Flat No. 2E, Atghara, Rajarhat, North 24 Paragnas, West Bengal-700136 Being Represented by hereinafter called 'THE LICENSEE' (which expression shall be deemed to mean and include its successors in office, assigns) of the OTHER PART.

WHEREAS:

- a. The Licensor above named has been and is seized and possessed of and / or otherwise well and sufficiently entitled to ALL THAT one furnished office space being a portion of Premises QUBE, Unit No. 1020 Plot No. II D/31/1, Street No.- 1111, New Town, Kolkata- 700161, Beside City Centre-2, West Bengal which has been more specifically described in the schedule & hereinafter called and referred to as scheduled premises
- The Licensee is in need of suitable premises to be used as office purpose only DAY shift.
- c. The licensor has been interested to let out the scheduled premises on temporary basis on the basis of leave and license only.
- d. The Licensee upon being satisfied with the scheduled premises has found that the "Licensed Premises" is ideal for his office requirement.
- e. The Licensor and The Licensee Have Agreed to Execute This Leave and License Agreement to Record the Terms and Conditions.

NOW THIS AGREEMENT WITNESSETH and it is hereby expressly agreed by and between the parties hereto as follows:

- parties hereto as follows:

 1. That this agreement shall be deemed to have commenced from 1st Day of December of 2023 and it will remain valid till 01st November 2024
 - 2. This agreement shall never be construed as right or interest in the Scheduled premises in favour of the licensee which is not at all the intention of the parties but on the contrary namely a temporary agreement or arrangement for eleven months, consisting of a period of eleven months, to allow the licensee and to use and occupy the said Scheduled premises for commercial use. The Licensee shall not at any time put any claim of tenancy or Sub-tenancy or any other right to title into or in respect of the said scheduled premises and this agreement shall not be construed to create any right whatsoever in favour of the Licensee.
 - The LICENSOR hereby allows the LICENSEE on Leave and License basis to use the said Scheduled premises for commercial purpose for 11 months, from the date of commencement of this Agreement.
 - 4. That on or before the execution of these presents the Licensee has paid a sum of Rs. 64,000/- (Rupees Sixty- Four Thousand Only) as interest free non-adjustable

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advance/deposit to the Licensor hereinafter referred to as "the said non -adjustable advance/deposit 02 (Rs 64,000/-) for due observance of covenants hereunder contained and damages which may be caused by the LICENSEE and such amount shall be interest free, which the Licensor herein does hereby admit and acknowledges to have received the same by way of memo appended hereunder.

- THE Licensee fee or Compensation for occupation of the said Scheduled premises has been fixed at Rs. 32,000 (Rupees Thirty-Two Thousand Only) including all charges without any deduction or abatement for scheduled premises per month payable according to English calendar month and the licensee shall pay to the licensor the aforesaid sum every month as license fees or compensation for occupation of scheduled premises by account payee cheque or through RTGS/NEFT/ECS in advance by 01 to 05 day of each English calendar month.
- Apart from license fees The Licensee shall pay and reimburse out his own funds the Electricity charges to be consumed by the Licensee from the electric meter or Sub Meter standing in the name of the Licensor herein every succeeding month/quarter. However, the paid electricity bills shall be given to licensor for his records.
- The Licensor shall permit the Licensee to install their sign board & letter box at the appropriate place and also shall make available common facilities without any hindrance oduring the period of license.
 - 8. THE LICENSOR shall refund the advance money to the LICENSEE on expiry of the License period granted hereby or early surrender hereof after deducting all dues or damages caused to the Scheduled premises. This advance cannot be adjusted against electricity charges & shall be refunded only at the time of peaceful handover of Scheduled premises after deduction of unpaid license fees, damages to the Scheduled premises, if any or due Electric Bill, or any of these.
 - THE LICENSEE is given on a personal basis and LICENSEE shall not be entitled to transfer and/or sharing the License to any other person or allow any person to occupy the said Scheduled premises except in course of business during working hours.
 - THE LICENSEE undertakes not to cause any damage or defacement of the ceiling, 10. walls, floor, doors and other fittings, fixtures and furniture of the said Scheduled premises; however natural wear and tear is accepted.
 - THE LICENSEE shall not make/construct any permanent structure in the scheduled 11. premises. However, he may make furniture removable without damaging the scheduled premises.

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- 12. THE LICENSEE shall not carry out any structural repairs, additions or alterations and shall not carry on and/or use the Scheduled premises for storing any illegal or contraband articles and/or for illegal or immoral acts or and shall not cause any nuisance or annoyance to the neighbours or do anything which would damage the Scheduled premises or jeopardize others. In case any inflammable or combustible goods are stored, the licensee shall obtain proper fire license from the appropriate authorities and would also install fire safety kits /extinguishers and/or other equipment required by the authorities at his cost.
- 13. The licensee shall not hold the licensor responsible or liable for any loss or damage suffered by the licensee on account of any theft, fire, disturbance or destruction caused in the said Premises, articles or things brought by the licensee in the said Premises or by any act or omission on the part of anyone else, unless caused as a direct result of the licensees negligent.
- 14. The LICENSEE shall not sublet the said Furniture's, Fixtures & Fittings under any circumstances to anyone.
- 15. The LICENSEE shall not remove, nor make any additions or alterations to the Furnitures, Fixtures & Fittings without prior intimation to the FIRST PARTY, and cost of such additions /alterations will be borne by the SECOND PARTY
- 16. The LICENSEE will ensure proper use of Furnitures, Fixtures & Fittings and would be handed back to the FIRST PARTY in the same condition at the time of original handover, natural wear and tear and damages by act of God excepted.
- ALL Property Tax and Maintenance, rates and other levies in respect of the said Scheduled Premises would be paid by the LICENSOR. However, the licensee shall obtain necessary license or permit required for conducting commercial activities from the scheduled premises at his cost.
 - 18. The said Licensee also indemnifies the Licensor herein from all the acts, deeds and things done or suffered or to be done by the licensee during the tenure of this license agreement.
 - The LICENSEE shall keep technical fittings for electricity connection in good running and working condition.
 - 20. THE LICENSEE shall keep the said Scheduled premises wind and watertight condition.
 - 21. THE LICENSOR personally or by his agent shall have right to enter into and inspect the said Scheduled premises given to the LICENSEE on Leave and License basis.

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- 22. On breach of any of the terms of this agreement, the LICENSOR will be entitled to terminate this License by giving 30 days' notice in writing and an option to the Licensee to recover the breach.
- 23. The LICENSEE shall have the option to terminate this agreement by giving 02 months' notice in writing to the LICENSOR. However, there shall be a lock-in period of 06 months for the licensee. In case the licensee intends to vacate the Scheduled premises before the lock-in period, he will be liable to pay license fees for six months from the date of commencement of this agreement.
- 24. The LICENSEE undertakes to vacate and peaceful vacant possession of the said Scheduled Premises on expiry of terms of eleven months or expiry of lock-in period or earlier determination of the License to the LICENSOR or upon expiry of 3 months' notice in writing.
- 25. Upon expiry and/or termination of this agreement, the advance deposit, remaining after adjustment with the license fee as stated in this agreement shall be refunded by the Licensor to the Licensee simultaneously upon receipt of vacant possession of the said Scheduled premises.
- 26. This license may be renewed for another two terms of eleven months each and the fresh leave and License agreement will be made upon expiry of each term and at the time of renewal, the license fees will stand increased by 10% approx. of the then prevailing license fees at the time of First renewal.

SCHEDULE - 1

ALL THAT one furnished office space, being a portion of Premises QUBE, Unit No.1020 measuring 400sq. ft Super Built-up area be a little more or less lying and situated at Plot No. II D/31/1, Street No.- 1111, New Town, Kolkata- 700135, Beside City Centre-2.

SCHEDULE - 2

LIST OF ALL FURNITURE FIXTURES AND FITTINGS

- 1) 02 Cabin fitting and Type sofa
- Docketing Ac in Door and 01(One) Out Door unit AC.
- 3) LED lights and switches and Lan connections.
- 4) 01 Glass Door.

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IN WITNESS WHEREOF, the parties have executed these presents on the day, month and

year first above written.

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Witness:

1 Nikita Agarneal 9875451318.

9. Kan bi Licensee 9981860332

GHARPRAYESH PROPERTY CONSULTANCY PRIVATE LIMITED P. Kordi