



पश्चिम बंगाल WEST BENGAL



BEFORE THE NOTARY PUBLIC
AT BIDDANNAGAR
DIST - NORTH 24 PARGANAS

THIS AGREEMENT OF LEAVE & LICENSE EXECUTED in Kolkata on
this 1st day of March 2026

BETWEEN

Mrs. Lavanya Anumalasetty (PAN: BACPA5720L), wife of Ram Kumar Vetsaresiding at L1F12, Tower 1, Marinaskies, Green Hills Road, Moosapet, Hyderabad, Telangana, Pin Code: 500018; hereinafter called the LICENSOR. which term and expression shall mean and include wherever the context so requires or permits themselves, legal representatives, executors, administrators nominees, assigns and successors-in-interest and wherever the context so requires in this leave & license agreement the singular shall mean and include the plural and the masculine gender shall mean and include the feminine gender and reference to individual shall also wherever the context so requires mean and include other legal entities of the **FIRST PART**;

AND

Square1 (Pan : BAPPG3762H) Represented by its Proprietor Mr. Avisek Ghosh (Adhar No: 258222170019) residing at c/o at Premises No. 24(N) 101 Vivekanand Road ,PO -Rabindra Nagar, PS- Dum Dum, Kolkata 700065, hereinafter called the LICENSEE which term and expression shall mean and include wherever the context so requires or permits themselves, legal representatives, executors, administrators nominees, permitted assigns and successors-in-interest and wherever the context so requires in this leave & license agreement the singular shall mean and include the plural and the masculine gender shall mean and include the feminine gender and reference to individual shall also wherever the context so requires of the **SECOND PART**.

17 APR 2026

Avisek Ghosh

A. Lavanya

CHANDAN PURKATI
Advocate
Enrollment NO- F 6424/4415/2022
Bichan Nagar Court
Kolkata - 700091

23664

Stamp Vendor
BACHHAT COURT
North 24 Parganas.
Stamp Vendor-Abhijit Raha
BACHHAT TREASURY
Date of Challan
Challan Amount Rs.

29 JAN 2026

54000

WHEREAS the **LICENSOR** is the joint Owner of ALL THAT Office Space of being No. 4WS3C, 4th Floor, of the West Block of Mani Casadana, Plot III/04, AA/II, New Town, Kolkata-700161 under Police Station New Town described in Schedule I, measuring about 807 Sq. Ft.

AND WHEREAS the **LICENSOR** has been in continuous, uninterrupted, lawful possession and enjoyment of the "Said Unit" without any let or quit to this date.

AND WHEREAS the **LICENSEE** herein is carrying on business of IT & ITES.

AND WHEREAS the **LICENSEE** is the Company who is in need of office accommodation, has approached the **LICENSOR** for grant License for occupying the "Said Unit" on sub-LEASE & LICENSE basis.

AND WHEREAS the **LICENSEE** has inspected the area and has been satisfied with the terrain, measurements, etc.

AND WHEREAS **LICENSOR** on the request of the **LICENSEE** has agreed to grant License to occupy the "Said Unit" on leave and license basis on terms and conditions mentioned hereunder.

NOW THIS AGREEMENT OF LEAVE & LICENSE WITNESSETH:

That in pursuance of the foregoing and in consideration of payment of License Fee and the fulfillment and observance covenants of this License by the **LICENSEE**, the **LICENSOR** hereby grants the said Leave & License the **LICENSEE** hereby accepts the said Leave & License of the Schedule Property on the following terms and conditions.

(1) TERM:

1.1) The leave and license hereby granted by the Licensors in favour of the Licensee shall be for a tenor of total 11 months,

1.2) **LICENSEE** shall not be entitled to vacate the "Said Unit" before expiry of the of 11 months, hereinafter referred to as the "lock-in-period".

(2) LICENSE FEE:

In consideration of the Licensors granting a leave and license in favour of the Licensee to occupy and use the said Licensed Premises, in accordance with the terms herein contained, the Licensee agrees and covenants to pay to the Licensors, the following license fee, subject to the statutory deduction of tax at source, if applicable only.

2.1 **Rs 33000/-** (Rupee Thirtythree thousand Only) per month for next eleven months i.e from 01.03.2026 to 31.01.2027 that includes one car parking. In addition to License fee, Common Area Maintenance (CAM) charges per month to be paid by the Licensee at actuals.

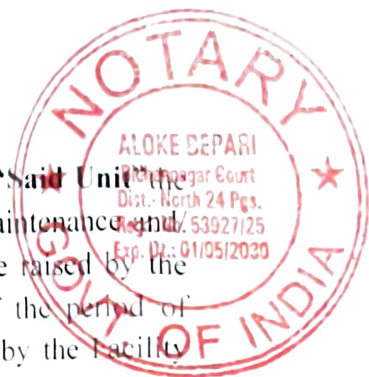
The said License Fee to be paid by the **LICENSEE** in advance on or before 07th day of each month calendar month for which it is due and payable.

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Avishek Ghosh

A. Sawanya

2.2) The **LICENSEE** shall pay to the **LICENSOR** for occupying the "Said Unit" the monthly License Fee as per the above **Plus** Facility Management or Maintenance and/or Common Area Maintenance Charges at actuals, as per the invoice raised by the Facility Management Team of the premises for the entire tenor of the period of **LEAVE & LICENSE** period at the frequency and rate determined by the Facility management from time to time.



Licensor reserves the right to advise the **Licensee** to pay the Facility Management or Maintenance charges/ Common Area Maintenance Charges directly to the Facility Management team and submit the payment receipt to Licensor for records.

2.3) After the expiry of the term of this Agreement this License will stand determined and the **LICENSEE** will vacate the "Said Unit".

3) SECURITY DEPOSIT:

3.1) The **LICENSEE** shall pay to the **LICENSOR** a sum of **Rs.100000/- (Rupees One Lakh Only)** as interest free refundable security deposit to be retained by the **LICENSOR** during the entire term of this Agreement and to be refunded at the expiry of the term of this Agreement or sooner determination as the case may be.

3.2) That the said Security Deposit shall be refunded to the **LICENSEE** by the **LICENSOR** on the date of the **LICENSEE** quitting possession and handing over vacant peaceful possession of the "Said Unit" in good condition to the **LICENSOR**, subject to and deductions for damage caused to the "Said Unit" save and except reasonable/normal wear and tear. The same would however not be refundable in case the **LICENSEE** decides to terminate the agreement before expiry of the Lock in period.

3.3) The monthly license fee shall be paid by the **LICENSEE** as per Para A (i) above and under no circumstances the **LICENSEE** can request the **LICENSOR** for adjustment of the Security Deposit against the monthly license fee.

3.4) The **LICENSOR** agrees that the Security deposit shall be payable to the **LICENSEE** by the **LICENSOR** immediately on the **LICENSEE** handing over the scheduled property to the **LICENSOR** in just and proper condition as per the covenants of this agreement.

4) ELECTRICITY, HVAC and other CHARGES:

4.1 HVAC Charges and Electricity Charges, to be paid by the Licensee as per actuals within 5 days from receiving the HVAC Charges Bills from the Licensor and keep the payment receipts in order for future reference.

4.2 Licensee is may book, use and pay the applicable charges at actuals from time to time for various facilities and amenities provided in the premises.

Avinash Ghosh

Ashwani



5) MAINTENANCE of the "Said Unit":

5.1 That the **LICENSEE** shall at the time of occupation of the "Said Unit" see that all sanitary, fittings, fixture are in perfect order, that nothing is broken or missing and thereafter it shall be the responsibility of the **LICENSEE** to maintain them in good condition. Natural wear and tear and damaged by the Act of God being exempted.

5.2 The **LICENSEE** agrees to insure its own goods to be kept in the "Said Unit" at its own cost and shall at no point of time during the license period hold the **LICENSOR** responsible for any loss or damage to the same.

5.3 The **LICENSEE** shall carry out at its own cost the day-to-day minor repairs such as replacement of fuses, fixing of leaking water taps, minor maintenance of sanitary/electrical items and shall also generally maintain the Schedule Property and its surroundings in good condition. However, in the event of any major, structural repair/alteration to the Schedule Property surfacing during the tenure of leave & license agreement, the same shall be carried out by the **LICENSOR** promptly.

5.4 Common Area Maintenance Charges for the unit to be borne by the Licensor from the entire tenor of leave and License agreement.

6) ALTERATIONS:

6.1) At the time of vacating the Schedule Property such fixed installation done by the **LICENSOR** needs to be properly handed over to the Licensor. Any damage caused to the property or to the furniture and fittings provided by the Licensor needs to be adequately compensated by the Licensee.

6.2) The **LICENSEE** agrees not to erect or build or permit to be erected or built on the "Said Unit" any structure or addition or alteration of permanent in nature. There shall be no tampering of columns, beams and any other alteration, which affects the external elevation of the building.

6.3) It shall be the sole responsibility of the **LICENSEE** to restore the "Said Unit" to its original condition at the time of handing over the vacant possession of Schedule property to the **LICENSOR** herein. normal wear and tear shall be accepted. In the event **LICENSEE** fails or neglects to vacate the Demised space upon the expiry of this License, as the case may be, Licensee shall be liable to pay pre-determined menses profits at the rate 2 (two) times the then License fee payable per month.

7) SUB-LETTING:

7.1) The **LICENSEE** herein shall not be entitled to sub-let or under let the "Said Unit" and its amenities or any part thereof. That the **LICENSEE** shall not assign, transfer, encumber and/or part with, let out/sub-let the possession of the "Said Unit"

Anish Ghosh

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or any part thereof to anybody else in any manner whatsoever.



8) DISPLAY OF NAME BOARD:

8.1 The **LICENSEE** may display its name board/information boards on main door of office space. The cost of fixing, removal and restoration to original condition at the time of vacating is the responsibility of Licensee.

9) USE OF THE PREMISES:

9.1) The **LICENSEE** agrees that it shall use the Schedule Property only for office purposes of IT / ITES businesses and not for any personal residential use and not for any illegal business activities.

9.2) The **LICENSEE** agrees that it shall not place or keep or permit to be placed or kept on the Schedule Property or in or around the other parts of the building any offensive, dangerous or highly inflammable or explosive material or any other article or thing which may constitute danger to the Schedule Property or to the neighbors.

10) RESTRICTION OF USE:

10.1) The **LICENSOR** herein clarifies that the **LICENSEE's** right over the property is limited to the "Said Unit" and the **LICENSEE** or its nominee/s shall not have any right.

a) To use any unlicensed part of the property or its landscaped area.

b) To hinder/obstruct the usage of the common area and side setbacks either by other **LICENSEE** or its staff, customers, nominees/agents.

c) It is agreed that the **LICENSOR** shall have the right to inspect the **SCHEDULE PROPERTY** with or without workmen at all reasonable times to ascertain the condition of the **SCHEDULE PROPERTY** after giving prior information in writing to the **LICENSEE**.

11) INSURANCE/SECURITY:

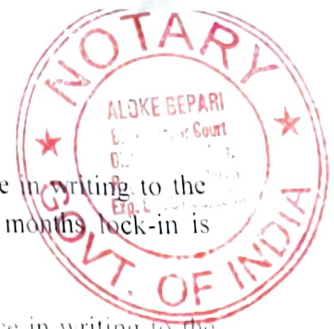
11.1) The **LICENSOR** shall not be made responsible for any loss of property pertaining to the **LICENSEE** brought into the "Said Unit" during the period of the license. The **LICENSEE** shall be solely responsible to ensure **LICENSEE's** computer and all other goods and shall at no point of time hold the **LICENSOR** responsible for any loss or damage to the same.

12) TERMINATION and RENEWAL:

12.1) This LEAVE & LICENSE agreement has a lock-in clause of 11 months, post which the agreement may be terminated in the following manner:

Alok Bepari

A. Lavanya



- a) By the **LICENSEE** upon giving 60 days advance notice in writing to the **LICENSOR** without assigning any reasons after the 11 months lock-in is over, of the leave & license period and Similarly
- b) By the **LICENSOR** upon giving 60 days advance notice in writing to the **LICENSEE** without assigning any reasons after the 11 months lock-in is over.
- c) By the **LICENSOR** upon giving 07 days advance notice in writing to the **LICENSEE** in the event of breach of terms and conditions of this leave & license agreement.
- D) By the **LICENSOR** without notice period in the event of non-payment of license fee for a period of 1 (One) month by the **LICENSEE**.
- E) Licensor and Licensee may discuss and agree for renewal of this agreement to further period of 11 months at an increased License fee of min 5% after the expiry of this LEAVE & LICENSE agreement.

12.2) If the **LICENSEE** terminates this Agreement before the expiry of the Lock-in-Period, the entire security deposit will be forfeited and Licensee will pay the License fee for balance months of the agreement.

13) TRANSFER OF RIGHTS OF LICENSOR:

13.1) The parties herein agree that the **LICENSOR** shall be entitled to transfer and assign the benefit of this LEAVE & LICENSE Agreement in favor of any person or entity and duly informed the **LICENSEE** of the same in writing and subject to the **LICENSOR** ensuring that the person or entity purchasing such right duly and fully recognizes the LEAVE & LICENSE rights of the **LICENSEE** and the rights of the **LICENSEE** as per this LEAVE & LICENSE Agreement is not in any way prejudiced.

14) GENERAL CLAUSES:

14.1) Daily waste management and removal of the same from the Schedule Property shall be the responsibility of the **LICENSEE**. The **LICENSEE** shall ensure that the corridors of the common areas and the open areas around the building shall not be dirtied or cluttered by the **LICENSEE**.

14.2) On the expiry of the License agreement, **LICENSEE** agrees to peacefully hand over vacant possession of the Schedule Property to the **LICENSOR** by clearing all pending dues to Facility Management Service

14.3) The **LICENSOR** hereby assures and confirm that on the **LICENSEE** paying the License Fee hereby reserved and observing, performing the terms and conditions and covenants of the license herein contained, the **LICENSEE** shall be entitled to peaceful possession and quite enjoyment of the "Said Unit" without any manner of let, hindrance, interruption or disturbance by or from the **LICENSOR** or by any person or persons claiming through or under the **LICENSOR**.

Avinash Ghosh

A. Sawarneya

14.4) All modification to the terms contained herein shall strictly be in writing by one party and duly acknowledged by the other and such modified terms shall upon such acknowledgement be construed as a part and parcel of this Leave and License Agreement.

14.5) Any demand or notice to be issued to the respective parties herein shall be sent by regd. Speed Post with acknowledgement due to the respective parties at the addresses mentioned herein above. Any change in address for communication shall be communicated in writing by either of the parties hereto.

14.6) Any difference or dispute arising between the Parties arising out of or in relation to this Agreement shall first be amicably resolved. Failing amicable resolution within 30 (thirty) days of the commencement of negotiations, the difference or dispute shall be referred to a sole arbitrator appointed by the Parties herein. The arbitration shall be conducted under the Arbitration & Conciliation Act, 1996 or its statutory modifications amendments or reenactment thereof. The award of the Arbitrator shall be final and binding upon the Parties. The venue of the arbitration shall be Kolkata. The Language of the arbitration shall be in English. The governing law shall be Indian Law. The Arbitration Proceedings and all other matters connected to arbitration shall be subject to the exclusive jurisdiction of Courts at Kolkata. The Parties will be entitled to both interim relief and award including but not limited to injunction, both permanent and mandatory and temporary as well as final.

14.7) This Agreement or any subject matter connected therewith shall be subject to the jurisdiction of Competent Court at Kolkata only.



Avisuk Ghosh

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17 APR 2026



SCHEDULE ABOVE REFERRED TO

(Said Unit)

ALL THAT the side on the 4th floor Office No 4WS3C, of the Plot IIF/04, AA/IIF, New Town, Kolkata-700161 under Police Station New Town described in Schedule 1, measuring about 807Sq. Ft. super- built area be the same a little more or less with all common area along a car parking.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR RESPECTIVE HANDS, SEAL AND SIGNATURE TO THIS AGREEMENT FOR LEASE & LICENSE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS.

WITNESS:

- 1) *Ranadeep Guin*
- 2) *Pranita Das,*

Lavanya Anumalasetty

Square 1

A Lavanya
(LICENSOR)

Anisur Ghosh
(LICENSEE)

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Solemnly affirmed and declared
before me u/s
139 CPC and u/s 333 BNSS 2023

Aloke
ALOK BEPARI
NOTARY
Regd. No. 53927/25
GOVT OF INDIA

17 APR 2026