



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

09AC 196939

LEAVE AND LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and executed on this 01st day of June
, 2025 at Kolkata in the state of West Bengal.

NEARME PROPERTIES PVT. LTD.

Aashish
Director

NATRAJ TRADEVIN PVT. LTD.

VISHAL SINGH

Director

NEARME PROPERTIES PVT. LTD.

Md. Shaukatul Islam
Director

NATRAJ TRADEVIN PRIVATE LIMITED (PAN: AACCN8155C), a Company having its registered office at 27/1, Sir Hariram Goenka Street, Kolkata-700007 represented by its Director **SRI. VISHAL SINGH (PAN: DYYP51433Q)** of 15B, A. J. C. Bose Road, Kolkata-700017 hereinafter called the "**LICENSOR**" (which expression shall unless it be repugnant to the context or contrary to the meaning thereof, be deemed to mean and include its successor or successor-in-interest and assigns) of the **First Party**.

AND

NEARME PROPERTIES PRIVATE LIMITED (PAN: AAKCN4793N), a Company having its registered office at 356, Canal Street, Ground Floor, Lake Town, Sreebhumi, Kolkata – 700 048, North 24 Parganas, West Bengal. Represented by its Directors **MD. SHAMSUDDIN (PAN: DOTPS4222C, AADHAAR NO.:808448496229)** son of Md. Nizamuddin at 27, Md. Tayyab Badi Wala, G. J. Khan Road at Topsia, Kolkata – 700 039, West Bengal, and others **MR. AASHISH SHARMA (PAN: JTQPS1731A, AADHAAR NO: 939890290139)** son of Sri Baristar Sharma at 46, Bakanaha, Bakanaha, Kushinagar, Uttar Pradesh – 274402. Herein after called the "**LICENSEE**", (which expression shall unless it be repugnant to the context or contrary to the meaning thereof, be deemed to mean and include its heirs legal representatives, administrators, executors and assignees) of the **SECOND PARTY**.

WHEREAS:

1. The First Party the LICENSOR herein is in possession of or otherwise entitle to the inter alia a Commercial Space having an area of (885 sq. ft.) out of 485 Sq.ft super built- up area, 2nd Floor, Shop no. 1, in the Premises No. 356, Canal Street, Lake Town, Kolkata-700048 more fully described in the **FIRST SCHEDULE** hereunder written. The Licensor is also authorised to grant this Leave and License to the Licensee.
2. The First Party being the LICENSOR in Consideration of the Leave and License fee hereby reserved and on the terms and conditions and covenants of the LICENSEE contained herein and on the part of the parties to be observed and performed, LICENSOR hereby agree to grant and the

Aashish
Md Shamsuddin

VISHAL SINGH

LICENSEE hereby agrees to accept on Leave and License basis of the said Commercial Space measuring 485 Sq.ft. Super built-up area (out of 885 Sq. ft.) being 2nd floor, Shop no. 1, of the building more fully and particularly described in the SCHEDULE hereunder written and hereinafter referred to as the Said Commercial Space.

3. The SECOND PARTY LICENSEE after various negotiations with the First Party finalized terms and conditions for grant of the LEAVE AND LICENSE of the Said Commercial Space which parties are recording hereunder.

NOW THIS LEAVE AND LICENSE AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as follows:

1. LEAVE AND LICENSE:

That in consideration of the license fees hereby reserved and of the terms and conditions and covenants of the LEAVE AND LICENSE herein contained and on the part of the parties to be observed and performed, the LICENSOR hereby agree to grant and LICENSEE hereby agree to accept on LEAVE AND LICENSE basis of the 485 Sq.ft. Super built up area being the 2nd Floor, Shop No. 1, and hereinafter referred to as the said Commercial space.

2. LEAVE AND LICENSE FEE:

- 2.1. The monthly License fee payable by the LICENSEE for the said Commercial space shall be Rs. 30,000/- (Rupees Thirty Thousand only). Including Maintenance Charges. The Monthly Licence fee shall be paid on or before the 7th day of every month. Income Tax will be deducted at source as per provisions of Income Tax. The Applicable GST will be paid by Licensee when the Licensor produced the Tax Invoice with Pan and GST No.
- 2.2. The SECOND PARTY/LICENSEE shall deposit interest free a sum of Rs. 90,000/- (Rupees Ninety Thousand only) (the amount hereinafter referred to as "Retention Money) with the Licensor. However in case the Licensee is not in default of paying the license fees the said sum of Rs. 90,000/- (Rupees Ninety Thousand) only will be treated as Retention Money (without

Aashish
Md Shamsuddin

VISHAL SINGH

interest) to be paid with signing of this agreement and will be refundable (after adjacent of dues, if any) by the Licensor to the Licensee simultaneously upon receipt of the vacant and khas possession of the said Commercial Space.

- 2.3. The monthly License fee shall be subject to an enhancement of Rs. @ 5% every year on the last monthly Licence fee paid. The Licensor will pay the corporation/municipal tax and maintenance charges.

3. DURATION AND RENEWAL:

The Leave and License shall be for a period of 3 years commencing from 01.06.2025 to 31.05.2028 (both days inclusive) (hereinafter referred to as the "Leave and License Terms"). The LEAVE AND LICENSE hereby granted shall be deemed to be effective on and from 01/06/ 2025 and shall expire after 3 years i.e. on 31/05/ 2028. The Licensor shall have to renew the Leave and License for a further period of 3 years upon the expiry of the Leave and License period in case the Licensee is not in default. The Licensor shall execute and register a fresh Leave and License Agreement for the renewed term at the cost of the Licensee on such terms and conditions as agreed thereupon.

4. NATURE OF USER PERMITTED:

- 4.1. The Licensee has duly inspected confirm and satisfied that the Licensor has completed its work and nothing else to be done by the Licensor.
- 4.2. The LICENSEE shall be entitled and permitted to use the said demised Commercial space only. And shall not use the said space for any unlawful or improper or residential purpose or any other business or for storage of any explosives and inflammable materials which is likely to endanger or impair the said premises or any other portion in the said building in any way what-so-ever.
- 4.3. The LICENSEE will not be entitled to sub-let, sub-Lease, assign, license or part with possession of the said demised Commercial space or any part thereof without written permission from the LICENSOR.

Aashish
Md. Shamsuddin

VISHAL SINGH

4.4. The licensee is willing to start business in the said commercial space and the LICENSEE will be entitled to carryout interior decoration or such other temporary additions, alteration or modifications as may be required by the LICENSEE to suit business but without making or endangering structural supports, beams and ceiling. Materials used for such additions/alterations shall remain the property of the LICENSEE. The LICENSOR will provide its utmost cooperation to make the premises suitable for the aforesaid business.

4.5. The LICENSEE would be free to install Glow Sign at the space identified by the Licensor located within Licensed area at its own cost and risk subject to obtaining necessary permission from the concerned authorities and LICENSEE shall be liable to make payment of Taxes/or charges for the same.

5. ADVERTISING, HOARDING, NEON SIGNS ETC.:

The LICENSEE shall be entitled to display its names, sign boards etc. at space within licensed area without incurring any liability on the part of the LICENSOR. The LICENSEE hereby assures and keeps indemnified the LICENSOR on account of payment of taxes or licences as and when applicable relating to Neon Signs or Glow sign.

6. ELECTRICITY CHARGES, WATER CHARGES & INSURANCE CHARGES:

The LICENSOR has agreed to provide at the Commercial Space separate Sub-meter to LICENSEE and the LICENSEE shall be liable to pay the electric charges month by month and every month on the basis of reading of said Sub-meter at the same rate précised by the CESC. Generator with the back-up electricity (including transformer loss) have to install by LICENSOR at its own cost. During the power cut the licensee shall be allowed to use the generator upon payment of additional charge for uninterrupted power supply.

7. PROPERTY:

The LICENSOR hereby covenant to pay property tax, house tax, payable to the local authorities or Government in respect of the said Commercial space

Aashish
Md Shaukudlin

VISHAL SINGH

and the building and the LICENSEE shall not be called upon to pay any such fees and taxes. However, the Licensee shall at its own cost and effort obtain all necessary licences.

8. LICENSOR'S COVENANTS:

- 8.1. The Licensor is the well and sufficiently entitled to the fully fitted out said commercial space and that it is fully competent to enter into this Leave and License Agreement and hereby indemnify and shall keep the Licensee indemnified of all costs charges, expenses, that the Licensee may suffer on account of a breach of this representation. Notwithstanding anything to the contrary contained herein, the Licensee, in the event of a breach of this representation by the Licensor, has the right to terminate this Leave and License Deed after serving a 3(three) month written notice on the Licensor.
- 8.2. The Licensor or Licensee shall be entitled to use and carry on the business with regard to the said Commercial space. In case of breach the Licensee shall have the right to terminate this Leave and License Agreement by giving 3(three) month written notice to the Licensor.
- 8.3. That the LICENSEE paying the fee hereby reserved and observing and performing the terms and conditions of the LEAVE AND LICENSE Agreement herein contained shall be entitled to enjoy quiet possession and peaceful enjoyment of the said Commercial space without any manner of hindrance, interruption or disturbance by or from the LICENSOR or its successors, successor-in-interest or assigns or by any person or persons claiming through under or in trust for the LICENSOR or its representatives.
- 8.4. The said LICENSOR shall provide uninterrupted round-the-clock water supply, electric supply except in a situation (beyond its control) of the demised Commercial space through connecting pipes from the overhead tank and generator back up at the premises.
- 8.5. The LICENSOR shall keep and maintain the external portions of the said building in good condition and presentable. All maintenance of the external building shall be done by the LICENSOR.

Aashish
Md Shamsuddin

VISHAL SINGH

- 8.6. The LICENSOR shall pay and discharge all rates, taxes, impositions and civic outgoing in respect of the demised Commercial space.
- 8.7. The LICENSEE shall be entitled to install further Air Conditioners within Leave and licensed area at the demised premises according to requirements of the LICENSEE and the LICENSOR shall not object to the same.
- 8.8. In case of any default in payment of Municipal rates, taxes, in respect of the said demised Commercial space by the LICENSOR for any period during the term of the LEAVE AND LICENSE herein created and/or the extended period thereof and in consequence whereof if the LICENSEE is forced to pay such rates, the LICENSEE will recover the same without any interest from his subsequent monthly fee payable by to LICENSOR.
- 8.9. Notwithstanding anything elsewhere to the contrary contained in this agreement, the parties hereto not be considered to be in default in performance of the obligations or be liable for any obligation hereunder to the extent that the performance of the relative obligations are prevented by the existence of the force majeure and time for performance shall remain suspended during the duration of any declare pandemic or lock out or complete closer declare by the State or Central Government.
- 8.10. However only during such duration the License fee shall be waived off by the LICENSOR.
- 8.11. LICENSEE'S COVENANTS:
- (a) That the LICENSEE shall not claim any rights other than these specifically mentioned herein and the deed hereby gives the right to the LICENSEE to the said Commercial space for occupation for the agreed period only and any renewals thereof if any under the agreed terms only. The LICENSOR shall not deny renewing the Leave and License agreement without any breach of contract/defaults on the part of LICENSEE on the terms hereof for two more terms.

Aashish
Md Shamsuddin

VISHAL SINGH

- (b) That the LICENSEE will comply with all the rules and regulations of the authorities whatsoever and obtain all necessary permission require for his carrying on business.
- (c) That the LICENSEE will indemnify and keep indemnified the LICENSOR against any loss, costs or expenses on account of electricity charges and others. The LICENSEE shall be liable to insure in proper Forum for any loss/danger from firing for the use of the licensed area for Licensee and submit a copy of such insurance to LICENSOR. The Fire insurance coverage shall be inclusive of any loss, damage etc. of neighboring and adjacent flats/ units.
- (d) That the LICENSEE will pay the fee and other charges regularly without default on or before 7th of every month and abide by the terms and conditions contained herein. In case of delay of payment of License fee for more than 30 days Licensee shall be liable to pay license fees @ 15% per annum for delay period.
- (e) The LICENSEE shall hand over the possession of the Commercial space on expiry of the terms hereof or at the time of termination of the LEAVE AND LICENSE in good condition except normal wear and tear.
- (f) That the LICENSEE will permit the LICENSOR or its authorized representative/agent to enter and inspect the Commercial space after prior intimation during office hours.
- (g) That the LICENSEE shall at its own costs, charges and expenses carry out all internal repairs and maintenance to the leased premises and keep the leased premises in good condition.
- h) The LICENSEE is willing to start a gym and the permissible sound and noise of the possession will be acceptable liable as prescribed under law. Any unnecessary disturbance created by the other occupiers of the adjoining premises will be immediately addressed by the LICENSOR. Not to do or permit to be done on the demised premises

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VISHAL SINGH

by the Licensee anything which may be or become a nuisance to the Licensor or other occupiers of the adjoining premises.

- (i) That the LICENSOR shall not be liable for any damage or injury to any person whatsoever or any property whatsoever belonging to the LICENSEE or otherwise due to fire, theft, riot, rains, leakage, breakage, bursting of water pipe or electricity failure or connection.

9. ADDRESS FOR NOTICE:

Unless otherwise notified in writing with acknowledgement due the address for notice/correspondence to any of the LICENSOR or LICENSEE shall be as under.

Natraj Tradevin Pvt. Ltd.
27/1, SIR HARIRAM GOENKA STREET,
Kolkata – 700 007.

If to Licensee: - MD. SHAMSUDDIN & MR. AASHISH SHARMA
356, CANAL STREET, GROUND FLOOR, KOLKATA – 700048.

10. GENERAL:

The LEAVE AND LICENSE Agreement is executed in duplicate. The LICENSOR shall retain the Original and the LICENSEE retains the duplicate

11. TERMINATION OF LEAVE AND LICENSE AGREEMENT:

- (i) The LEAVE AND LICENSE hereby conferred by the LICENSOR in favour of the LICENSEE in respect of the said Commercial space shall ipso facto stand terminated with efflux of time.
- (ii) In the event of the LICENSEE committing any breach of any of the terms of the LEAVE AND LICENSE or default in payment of two consecutive months in terms of clause 2 above or as mutually agreed between the parties and recorded in writing then in that event the LICENSOR shall give notice of such default by the LICENSEE and the LICENSEE must within 15 days of the receipt of such notice rectify

Aashish
Md Shamsuddin

VISHAL SINGH

such default failing which the LEAVE AND LICENSE will stand terminated at the option of the LICENSOR and the LICENSEE shall hand over and deliver the Commercial space. In case if the Licensee desire to terminate this Agreement then the Licensee shall be giving 3 (three) month's written notice to the Licensor.

- (iii) The LICENSEE agrees that in the eventuality of the termination of the LEAVE AND LICENSE as stated herein the LICENSEE is bound and liable to hand over full free and vacant possession of the demised premises failing which the LICENSEE agrees to pay the LICENSOR double the amount of the total license fees of the last paid license fee for each month for the period for holding occupation till the handing over full and free vacant possession.

12. LOCK-IN-PERIOD:

There will be a lock in period of six months on which none of the parties entitle to terminate.

The LICENSOR and LICENSEE shall not be entitled to terminate this Leave and License Agreement for the License Term except for breach of terms and conditions of the Leave and License Agreement by the Licensor or the Licensee. The Licensee shall be entitled to terminate this Leave and License Agreement by serving 3(three) month advance written notice. The Licensor shall be entitled to terminate this Leave and License Deed if the Licensee fails to pay the monthly Leave and License fee for a consecutive period of 2 (two) months. Such termination by the Licensor shall be by giving 2(Two) month's written notice to the Licensee in case of default in payment of rent.

13. DELIVERY BACK OF POSSESSION:

On termination of the Deed either by efflux of time or otherwise the LICENSEE shall forthwith deliver the vacant and quiet possession of the said Commercial Space to the LICENSOR in good condition except for the changes caused by natural wear and tear simultaneously with refund of security deposit (after deducting the dues if any by the LICENSOR to the LICENSEE).

Aashish
Md Shamsuddin

VISHAL SINGH

14. LEGAL AND REGISTRATION EXPENSES:

The Licensor and Licensee agree that the cost of stamp paper and registration of this Leave and License Deed and other incidental expenses to be incurred in this connection will be borne by the Licensee. The Parties expressly agree that they shall perform acts and deeds and assist each other in order to duly execute and register this Leave and License Agreement if required.

15. ENTIRE AGREEMENT:

The Agreement constitutes the entire deed between the parties and no other Agreement, whether oral or written exists. Any further amendments of the Agreement shall be made in writing and signed by the authorized representatives of both the parties hereto.

16. ARBITRATION:

In case any dispute or question arises due to the interpretation or effect of any clause or clauses in this Agreement or regarding the rights duties or liabilities of either party under this Agreement or otherwise in connection with the said commercial space the matter in dispute shall be referred to the decision of one Arbitrator who shall be appointed by LICENSOR. Any reference under their clause shall be deemed to be a reference to Arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory enactment in that behalf for the time being in force notwithstanding any other objections and it shall be considered to be an independent clause. The Arbitration Proceedings shall always be held at Kolkata as per Law.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT self-contained and independent demarcated Commercial space measuring (885 sq. ft) out of 485 Sq.ft. super built-up area of the 2nd Floor, Shop no. 1, of the building, situating at 356, Canal Street, Lake Town, Kolkata – 700 048, P.S. Lake Town, North 24-Parganas together with all fixtures and fittings there at, common use of the specified common areas and common

Aashish
Md Shamsuddin

VISHAL SINGH

12

parts provided at the said building for common use and enjoyment by other occupants there at.

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals on the day months and year first above written.

SIGNED SEALED AND DELIVERED by the
LICENSOR at Kolkata in the presence of:

NATRAJ TRADEVIN PVT. LTD.
NISHA LINGAM
Director

SIGNED SEALED AND DELIVERED by the
LICENSEE at Kolkata in the presence of:

NEARME PROPERTIES PVT. LTD.

Nashish
Director

NEARME PROPERTIES PVT. LTD.

Md Ibrahimuddin
Director