

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL



AV 167422

LEAVE AND LICENCE AGREEMENT

THIS AGREEMENT of Leave and Licence is made and entered into at Kolkata, this 6th May 2025.

BETWEEN Mrs. Seema Surana W/o Kaushal Kumar Surana residing at 136 Jessore Road, Kolkata 700055, Indian inhabitants of Kolkata, having a commercial premises bearing Office No. 745, on 7th floor in the Project "ABACUS' situated at PLOT NO. 11E/23, NEWTOWN, KOLKATA - 700156, hereinafter called "the Licensor" (which expression shall, wherever the context so requires or admits, mean and include their legal heirs, executors, administrators and permitted assigns) of the ONE PART:

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Guijest Sigh Seema Surana

NOTARY Regn. No.- 10288/15 C.M.M's. Court *Colkata - 700 001



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AND Gurjeet Singh residing at 9 S N Chaterjee Road, Sahapur, S. O. Dist, Kolkata - 700038 son of Mr. Harbans Singh, having Aadhar number 3084 1970 8065, hereinafter called "the Licensee" (which expression shall, wherever the context so requires or admits, mean and include its their legal heirs, executors) of the OTHER PART;

WHEREAS the Licensor is the lawful and exclusive owner and is in possession of the Commercial premises bearing Unit No. 745, on 7th floor in the Project "ABACUS' situated at BLOT NO. 11E/23, NEWTOWN, KOLKATA - 700156 India, (hereinafter referred to as "the SAID PREMISES"):

AND WHEREAS the Licensee, being in need of a Premises for Commercial use, have approached the Licensor with a request to allow the Licensee to use and occupy the said premises on leave and licence basis for a period of 9 Years, which the Licensor have agreed to do for the said period, at monthly rent and on the terms and conditions hereinafter mentioned.

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Gunjeet ligh Seema Surana

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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS: -

- 1. The Licensor hereby grants to the Licensee and the Licensee hereby accept from the Licensors the licence to occupy and use the said premises for its office use only.
- 2. The Licence will be a period of 9 Years commencing from 01-06-2025 and expring on 30-06-2034.
- 3. The monthly fee for the occupation and use of the said premises shall be Rs. 85,000/- (Rupees Eighty-two Thousand Five hundred only) per month, including use of one car park in the basement of building). The said fee will increase by 5% after end of every 12 months from the date of this agreement.

The LICENSEE shall pay to the LICENSOR the said monthly rent on or before 7th day of each English calendar month in advance, subject to deduction of TDS as may be applicable, and additional tax liabilities viz GST or any other taxes as may be applicable from time to time for leasing the premises, will need to be borne and paid by the Licensee in addition of the above mentioned monthly license fee.

The licensee shall pay the applicable monthly maintenance charges and electricity charges directly to the respective authorities/ society as applicable from time to time on actuals. Licensor will not be liable for the same at any time till the continuation of occupancy of the said premises or continuation of the leave and license agreement.

- 4. The Licensee shall, throughout the term of the licence hereby create, deposit and keep deposited with the Licensor a sum of Rs. 255,000/- (Rupees Two Lakh Fifty Five Thousand only) by way of interest-free refundable Security Deposit which need to be increased by 5% after expiry of every 12 months from the date of this agreement. for the faithful performance and observance of the terms and conditions of this Agreement, which shall be refunded by the Licensor to the Licensee on the expiry of the licenced period, if chose not to enter into fresh agreement, but after adjusting therefrom any costs, charges and expenses which the Licensor is required to incur by reason of occupation and use of the said premises by the Licensee and which costs, charges and expenses should have been met and borne by the Licensee in the course of such occupation and use and to bring the premises in as is condition. Licensee should pay Rs. 255,000 (Rs. Two lakh fifty five Thousand only) with execution of this agreement.
- 5. In addition to the monthly fees as stipulated above, the Licensee shall pay for the Maintenance, Electricity/Telephone used in the licensed premises as shown by separate meter and/or billed by the Society/Competent Authority directly from time to time.

The Licensee shall be liable to pay the any Society Outgoings, Maintenance bills, GST, all taxes, as applicable etc. in respect of the said premises.

6. It is hereby specifically recorded that the Licensee is not and will not be deemed to be in full or exclusive possession of the said premises and the use and occupation of the Licensee will be permissive as bare Licensee only and this Agreement shall not in any manner be considered as any lease, sub-lease, tenancy, sub-tenancy or confer any right, title or interest, whether legal or equitable or beneficial or of whatsoever nature in the said premises and the Licensor shall always remain and be deemed to remain in full and absolute ownership and possession of the said premises.

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Gunjeet Sigt. Seema Sevana

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- 7. The Licensee shall use the premises including furniture and fixtures as annexed with this agreement in annexure A with due care and caution and shall keep and maintain the same in good order and condition.
- 8. The Licensee shall keep the interior of the said premises and the Licensor's fixtures and fittings, including electrical, sanitary and plumbing fixtures therein as tabled and designed in annexure A in good condition, reasonable wear and tear excepted. The Licensec shall not be responsible for any damage by tempest, earthquake, fire, military, mob violence or act of God However, Licensee is supposed to handover peaceful possession of the said unit on termination of the contract and should handover the said premises on as is basis and Licensor has right to claim / deduct any amount for not putting the premises on as is basis from the licensee.
- The Licensee shall not make any structural alterations of any kind and also not erect or build or permit to be erected or built on the said premises any constructions or erections without the prior permission in writing of the Licensor nor to cause any damage to the said premises or to the fixtures and fittings therein.
- 10. The Licensee shall not do any act or deed which may cause nuisance and annoyance to the other occupants of the premises in the building wherein the said premises are situated. The Licensee shall not carry on or allowed to be carried on any illegal activities in the said premises or allow to be kept any banned, prohibited and/or hazardous articles in the said premises.
- 11. The Licensor shall not be responsible or liable for any theft, loss, damage or destruction of any property of the Licensee or of any other person lying in the said premises nor for any bodily injury or harm to any person in the premises from any cause whatsoever.
- 12. The licensee hereby agrees to indemnify and keep and hold licensor indemnified and harmless from and against all claims, proceedings, damages, losses, actions, costs and expenses arising as a consequence of or out of this Agreement or arising from any breach of rules and regulations of TRAI and DOT or any other applicable law in the use of communication products or any other applicable law of the Country. The licensee shall not carry on business of call centre at any time.
- 13. The Licensor shall, as member of the society, duly observe and comply with all the rules, regulations and bye-laws of the society and the Licensee also to the extent applicable to them, observe and comply with such rules, regulations and bye-laws.
- 14. The Licence hereby granted is for the Licensee only and the Licensee shall not assign, transfer or part with the possession of the said premises or any portion thereof to any person or party with or without consideration.
- 15. The Licensee shall not at any time put any claim of tenancy or sub-tenancy or any other right or title into or in respect of the Licensed premises under any law presently in force and any laws which may be enacted hereafter and this Agreement shall not be construed to create any such right whatsoever in favour of the Licensee.
- 16. The Licensor or their Representatives, shall at all times have the right to enter upon the said premises for the purpose of inspection or otherwise, after giving a reasonable notice, at a reasonable time and in the presence of the occupant.

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- 17. If the Licensee fail to deliver possession of the licensed premises on expiry of the license period or earlier termination, the Licensee shall be liable to pay damages from the date of such failure to the actual date of handing over possession of the said premises in addition to the rent for the period.
- 18. The Licensee shall use the said premises for legitimate commercial purposes only and will not use the same for any other purpose or purposes. It is agreed by and between the parties hereto that the Licensor shall not be liable or responsible for any compliances and Government or Semi-Government dues, taxes, arrears, demands, claims and actions pertaining to the business presently continuing or proposed to be conducted by the Licensee in the said premises including GST, Income Tax or any other law prevailing from time to time.
- 19. The Licensee shall vacate and give vacant possession of the said premises on as is basis to the Licensor on expiry of this Agreement, reasonable wear and tear expected.
- 20. At the time of the Licensee vacating the said premises, The security deposit as provided in Clause 4 herein will be returned to the Licensee immediately on the handing over of vacant possession of the said premises to the Licensors on expiry of the licence period, after adjusting there from costs and expenses towards damages, if any, cause to the said premises by the Licensee during their occupation.
- 21. The Licensee hereby agrees and covenants with the Licensors that if the Licensee commit default in the payment of the monthly license fee for any month or contravene any of the obligations on their part contained herein, the Licensor shall be entitle to determine this Agreement, remove the Licensee from the said premises and take possession of the same forthwith.
- 22. In the event if the Licensee fails to pay the License fees for a period of 1 month, the Licensor shall be entitled to serve fifteen (15) days ratification notice in writing to the Licensee. If the Licensee fails to pay the Fees within the said 15 days, then the Licensor shall have the right to terminate this Leave & Licensee Agreement upon the expiry of the said ratification notice and take back the possession of the demised premises deducting the arrears from the security deposit and in case any amount remains payable to licensor after such adjustment Licensor may take appropriate legal action on licensee to recover the same. In case any such event happens during the continuation of lock-in period of first 3 years from the date of execution of this agreement, licensee will be liable to pay all rental due for the balance lock-in period on immediate basis and Licensor will have all right to recover the same on immediate basis.
- 23. It is hereby agreed by and between the parties hereto that notwithstanding anything herein contained, both parties shall, during the subsistence of this agreement, have an option to terminate this Agreement by giving to the other side THREE MONTHS' prior notice in writing after expiry of first 3 years of lock-in period from execution of this agreement and this Agreement will accordingly stand terminated on the expiry of the said period of the notice. There will be a lock-in-period of 3 years within which the either party can-not terminate the agreement. If the Licensee vacant the said premises during the Lock-in-period than the Licensor should forfeit the full deposit amount and for the remaining license fee for balance lock-in period may take appropriate legal action and the Licensee can not claim anything and should pay balance license fee on immediate basis.

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- 24. In case payment of Stamp Duty and Registration are involved in respect of this agreement, both the parties hereto hereby agree to comply with such requirements and licensee shall bear all the charges and taxes / registration fee for same.
- 25. Business related any Taxes/Charges or GST related to business of Licensee or any other 3 taxes levied as per Government rules on the Licensee, shall be borne and paid by the Licensee only and in no circumstances, Licensor should be made responsible for same and the said premises should not get effected with such dues of licensee.
- 26. That, the Licensee is carrying on a proprietorship business under the name and style of "Divine Edge Properties". The Licensor has no objection if the Licensee obtains trade license from the appropriate authority for running of his business at the licensed premises.
- In the event, the Licensee failing to remove itself and hand over the peaceful occupation of the licensed premises to the Licensor after expiry of this Agreement, even if the Licensor have offered to repay or refund the said security deposit, the Licensor shall be entitled;
- (i) To retain and withhold the security deposit amount till such time as the Licensee vacate and hand over the Licensed premises to the Licensor.
- (ii) The Licensee shall be liable to pay the license fee at double the rate mentioned herein till vacating the licensed premises.
- 28. The Licensee shall indemnify and keep indemnified the Licensor against all actions, suits, proceedings and all costs, charges, expenses, loss, expenses arising as a consequence of or out of this Agreement or arising from any breach of rules and regulations of TRAI and DOT or any other applicable law in the use of communication products and damage which may incurred or suffered by the Licensor by reason or any breach, default, contravention, non-observance or non-performance by the Licensee of the terms and conditions of agreement and provision herein contained and on the part of the Licensee to be observed and performed, including default or failure on the part of the Licensee to vacate and handover the charge of the Licensed premises to the Licensor on the expiry or termination or sooner or earlier termination of this license.

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SCHEDULE OF THE SAID PREMISES:

Commercial premises bearing unit No. 745, on 7th floor in the Project "ABACUS" situated at PLOT NO. 11E/23, NEWTOWN, KOLKATA - 700156 India, assessment jurisdiction of KMDA.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respectivehands to these presents, the day, month & year first herein above written.

SIGNED, SEALED AND DELIVERED

By the within named Licensor

Mrs. SEEMA SURANA

PAN:CZYPS5776G

in the presence of

 Name: Kaushal Kumar Surana Address: Avani Oxford 136 Jessore Road Kolkata -700055

Signature

2. Name: ______ Address: _____ Kolkata -

Signature

ATTESTED SIGNATURE ONLY BEFORE ME ON IDENTIFICATION

> EKHA TEWAR NOTARY

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rdentified by pre Narayan Ch Saha

7 | P a g e CJM Court, Noikata-1 Foroilment No. WE/505/1989 REKHA TEWARU NOTARY Ragn. No.- 10288/13 C.M.M's. Court Yolkata - 700 001

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SIGNED, SEALED AND DELIVERED

by the within named Licensee

Gujet Sigl.

Mr. Gurjeet Singh

Address: 9, S N Chaterjee Road, Sahapur, S.O, Dist. Kolkata -700038

PAN: CGRPS1013C



Witness:

in the presence of

1. Name: Mr. Address:

SoumEN ACHARGEE

Kapurindapuri, North 24 Parganes Namp gay', 743,144

Signature

Address:

2. Name:

Soumer Achagier
Abhigit Paul
Slo Sacker Charles Paul, 37 m, Selinger lane
Shakeria, 7012031

Signature:

Abhijit Paula

Mr. Gurjeet Singh

9 S N Chaterjee Road, S O Dis Kolkata - 700038

RECEIPT

Received from the within named Licensee herein, Mr. Gurjeet Singh, a sum of Rs. 170,000/(Rupees One Lakh Seventy Thousand Only) by way of cash deposit from his personal cash
balance in had, being the part of interest free refundable Security Deposit against leave and
license agreement of commercial premises bearing unit No. 745, on 7th floor in the Project
"ABACUS' situated at PLOT NO. 11E/23, NEWTOWN, KOLKATA — 700156 India,
assessment jurisdiction of KMDA, India (to be returned to the Licensee on delivery of vacant
possession of the said premises on as is basis) as per agreement dated 06_05_2025.

Seema Secrema [Mrs. SEEMA SURANA]

(The Licensor)

Details of transfers Made:

Cash Deposit at Haridevpur Branch by Mr. Gurjeet Singh having PAN No. CGRPS1013C Aadhar No. 3084 1970 8065





I do hereby acknowledge that I had deposited cash of Rs. 170,000 from my own cash balance and is my tax paid money.

Mr. Gurjeet Singh

Gunjert Sigl.

DECLARATION

I, Gurjeet Singh., (Licensee) have entered into an agreement on 06-05-2025 with Mrs. Seema Surana. (herein after called the "Licensor"), for the purpose of using the Office Space located at unit No. 745, on 7th floor in the Project "ABACUS" situated at PLOT NO. 11E/23, NEWTOWN, KOLKATA – 700156 (herein after referred as the "said Premise").

In the above connection, I hereby declare that I will follow the applicable laws and regulations related to the business activities carried out by us and ensure you that we will conduct all genuine permissible business activities and will not include into any illegal or immoral practices at the said premises. I will obtain NOC from you for registering my one Company in this premises and for obtaining GST certificate for that Company in due course.

I understand that if I don't follow the above Rules & Acts, as may be applicable to us we are liable to vacate the premises with immediate effect and shall indemnify and keep indemnified the Licensor against all actions, suits, proceedings and all costs, charges, expenses, loss, expenses arising as a consequence of or out of this Agreement or arising from any breach of rules and regulations, as the case may be.

Signature:

Name: Gurjeet Singh

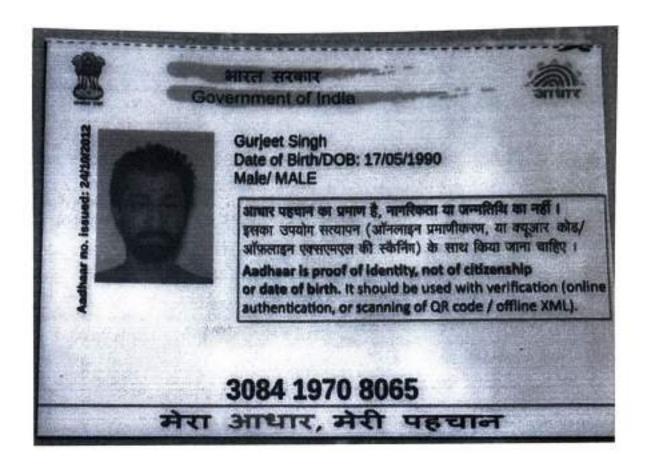
For

Address: 9, S N Chaterjee Road, Sahapur S.O, Dist.

Gajed Sign.

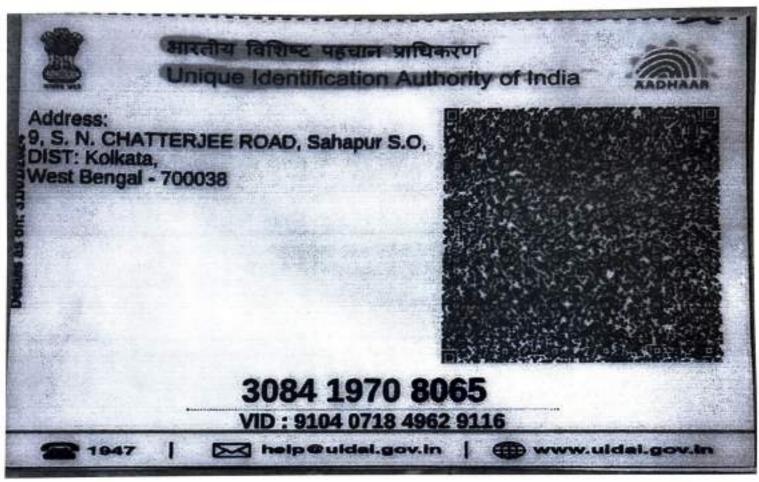
Kolkata -700038 PAN: CGRPS1013C





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Indian Union Driving Licence issued by GOVERNMENT OF WEST BENGAL

WB09 20190010329

Issue Date Validity(NT) Validity (TR) 00-00-0000 02-12-2019 16-05-2030



Holder's Signature

Name:

GURJEET SINGH

Date of Birth: 17-05-1990

Blood Group: O+

Organ Donor: N

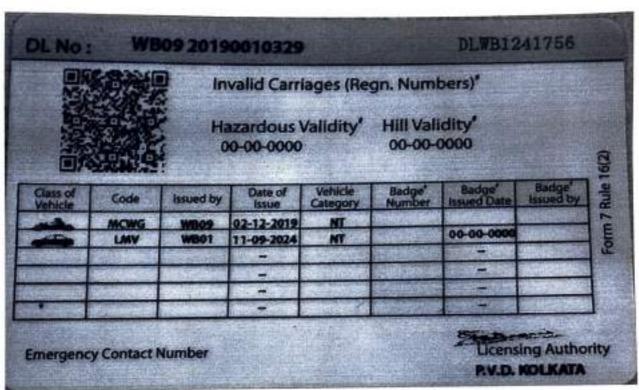
Son/ Daughter/Wife of: HARBANS SINGH

Address:

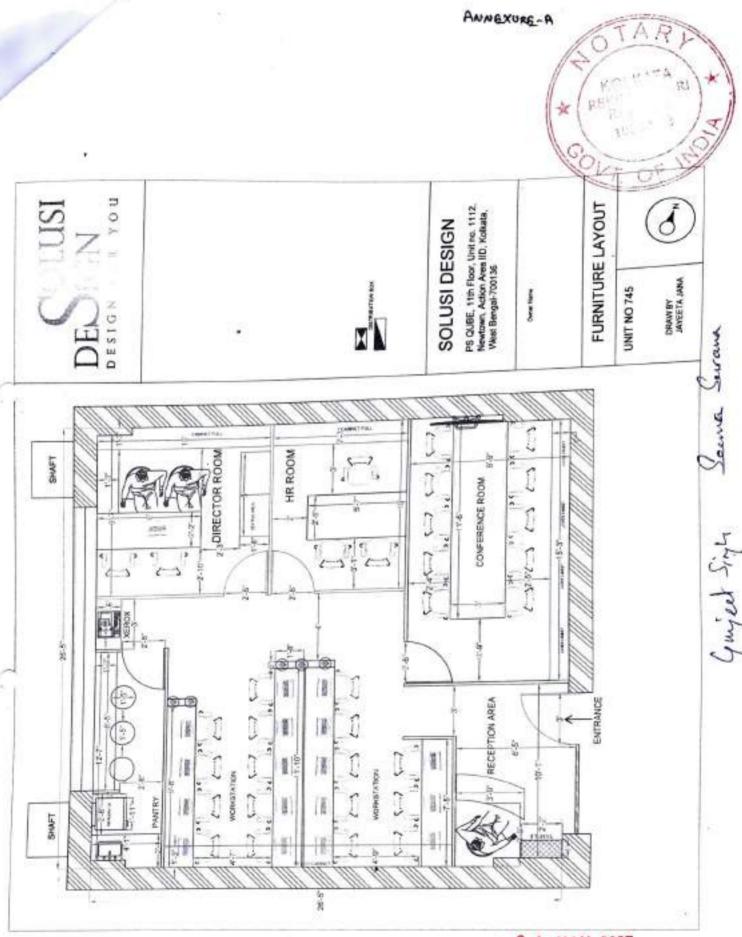
9 S N CHATTERJEE ROAD BEHALA Kolkata (M Corp.), Kolkata, WB 700038

Guzet Singl





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2 1 MAY 2025