

NOTARIAL CERTIFICATE

S. No. 114 20 19



TO ALL MEN THESE PRESENTS SHALL COME, I B. N. SAHA duly appointed and authorised by the Govt. of West Bengal to practice as a Notary, do hereby certify that the paper writings collectively marked 'A' annexed hereto hereinafter called the paper writings 'A' are presented before me by the executant(s).

ATANU RAHA of Flat NO. G105, 7st Floor, Jalvayu Towers, AA-1D, CN)24 Pg-9, W.B. Kol-156. And Another

IN THE MATTER OF
AGREEMENT.

hereinafter referred
as the executant(s) on this 4th Day of Jan Two thousand Nineteen

Under the execution of the paper writings 'A' on its being admitted by the respective signatories as the matters contained therein and being satisfied as to the identity of the executant(s) I have attested the execution.

AN ACT WHEREOF being required of Notary, I have granted. THESE PRESENTS as my NOTARIAL CERTIFICATE to serve and avail as needs or occasions shall or may required for the same.

IN FAITH AND TESTIMONY WHEREOF, I the said Notary, have hereunto set and subscribed my name and affixed my seal of office on this 4th day of Jan 2019.



B. N. SAHA
NOTARY
Bikash Bhaban
North Block, Gr. Floor
Bidhannagar, Kolkata

B. N. SAHA
M.A., L.L.B.
(Govt. of West Bengal)
Regn. No. 23 / 02
BIKASH BHABAN
North Block, Gr. Floor
Bidhannagar
Kolkata - 700 091
(W.B.) India
Mob. : 9830490607

04 JAN 2019

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रुपये
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TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

17AB 356634



AGREEMENT FOR LEAVE AND LICENSE

THIS LEASE AGREEMENT is made and entered into 1st January, 2019 by and between:

MISTFLOWER ECON PRIVATE LIMITED
Lily Raha Director



B. N. SAHA
NOTARY
Bikash Bhavan
North Block, Gr. Floor
Bachchanagar, Kolkata
West Bengal

04 JAN 2019

ক্রমিক নং 2419 তার 30/10/2018

মূল্য ক্রেতার নাম

10, (Boring)

স্টাম্প ডেডার শ্রী বিশ্বজিত চক্রবর্তী
এ.ডি.এস.আর অফিস চাকদহ, নদীয়া

Bhollanath Saha
High Court
Calcutta

স্বাক্ষরিত
তারিখ

ATANU RAHA (PAN- ANAPR1411K) s/o Arun Raha, aged about 33 years, by faith Hindu, by occupation service, residing at Flat No- 105 ,1st Floor, Jalvayu Towers, Action Area- ID, Kolkata, North 24 Pgs , W.B- 700156 after referred to and called as the "LICENSOR" (which terms or expressions shall unless excluded by or repugnant to the context to be deemed to mean and include her respective heirs, executors).

AND

M/s. MISTFLOWER ECOM PRIVATE LIMITED (PAN No- AAICM5424H) Company incorporated under the Companies Act, 1956 and having its Registered office at Flat No- 105 ,1st Floor, Jalvayu Towers, Action Area- ID, Kolkata, North 24 Pgs , W.B- 700156 through its Authorised Signatory, Mrs. Lilly Raha (PAN- AQAPR1900J, Mobile- 8826888773) wife of Atunu Raha residing at Flat No- 105 ,1st Floor, Jalvayu Towers, Action Area- ID, Kolkata, North 24 Pgs , W.B- 700156 , herein after referred to and called the "LICENSEE" (expression shall unless excluded by or repugnant to the context shall mean and include his respective executors, administrators, and legal representatives) of the **OTHER PART** .

RECITALS

- A. WHEREAS the Licensor is the absolute owner of a Commercial Unit of 873 (Eight hundred Seventy Three) square feet more or less , lying and situated on the ground floor in the **building, Eden court, CENTRUS, Premises No- 02-0716 ,Unit No- G-7A New Town, Action Area- III, Kolkata-700160** in the district of North 24 Parganas **West Bengal** herein referred to as the "SAID PREMISES" .
- B. AND WHEREAS the Licensee approached the Licensor for granting permission to the Licensee to use the 'Said Premises ' for the purpose of business only, in the 'Said Premises' , for a period of 5 (Five) Years to be computed on and from the 1st January ,2019 and ending on 31st December, 2024.
- C. AND WHEREAS, The Licensee shall pay the monthly license fee (including maintenance charge) to the Licensor pursuant to the granting of the License by the Licensor of the 'Said Premises' on the basis of leave and license only, which will stand revoked on the expiry of the said period of 5(Five) Years on 31st December, 2024
- D. AND WHEREAS both the parties herein decided to make this Agreement for Leave and Licensee in respect of the terms and conditions, which has already been settled and agreed by and between the parties. To avoid any future disputes, the terms and conditions which has been agreed upon, is written hereunder and had been executed by and between the parties hereto.

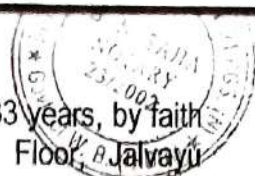
B. N. SAHA
NOTARY

Bikash Bhavan
North Block, Gr. Floor
Bidhannagar, Kolkata
West Bengal



04 JAN 2019

MISTFLOWER ECOM PRIVATE LIMITED
Lilly Raha
Director





NOW IT IS EXPRESSLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AND WITNESSETH AS FOLLOWS:

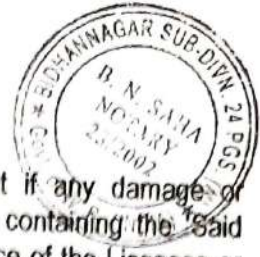
1. This Agreement shall never be construed as a tenancy agreement or lease, nor otherwise creating any sort of right, title and interest in the said 'Said Premises' in favour of the licensee, which is not at all the intention of the parties hereto, but on the contrary merely a temporary arrangement or permission on Leave and License basis, to follow the licensee to use the 'Said Premises' under the control and supervision of the licensor. The licensor or her agent shall personally collect monthly license fee and other charges on behalf of licensor or it will be deposited directly to the bank account of the licensor.
2. That the Licensee shall pay to the licensor at the rate of Rs.5,000/- (**Rupees Five Thousand only**), per month for every English Calendar Month as occupation charges or license fee (including Maintenance charges) for the said temporary accommodation of the 'Said Premises' for the period of 5 (Five) years which shall be computed on and from the 1st Day of January 2019 and ending on 31st December, 2024.
3. Should the licensor desire to renew the license upon expiration of the current term, both parties opinion is to be required and on the basis of agreed terms and conditions.
4. In addition to the license fee payable per month in accordance with clause 2 above, the licensee shall also pay to the Licensor an amount of Rs 10,000 (**Rupees Ten Thousand only**) simultaneously with the signing of this Agreement to be treated as interest free security deposit, the "security deposit", to be refunded by the Licensor to the Licensee, subject to such deductions as permitted under the law or under this Agreement, on expiry of the License period and on the Licensee vacating the 'Said Premises' to the Licensor in accordance with the terms of this Agreement .
5. That all municipal taxes, water tax and property tax for the 'Said Premises' will be paid by the Licensor. Any legal dispute or any type of borrowed money (debt) or loan from any institution shall be solely taken up by the Licensor and the Licensee shall be in no way responsible for any such debt or loan or expenses or interest of such disputes relating to the "Said Premises".
6. It is specifically agreed by and between the parties hereto, that the Licensee shall pay the monthly License fee as English Calendar Month, to be counted on and from the **1st day of the month** and ending on the **last day of that month** thereof (starting from the 1st January, 2019) and such monthly license fee shall be paid, within the Five (7) days of every month in advance without any delay, default and abatement.
7. In case of default in paying of the above mentioned monthly licensee will pay such arrear license fee to the Licensor with a default interest @ 5 % per annum for the period of delay. Any further default of such monthly license fee along with per annum interest for 2 (two) consecutive months, the Licensor shall have the option to terminate this Agreement immediately, deduct the amount from the security deposit and direct the Licensee to vacate the "Said Premises". In such case, the Licensee shall immediately handover the 'Said Premises' back to the Licensor or will be evicted from the 'Said Premises'.

MISTFLOWER ECCM PRIVATE LIMITED
Lily Raha
Director

B. N. SAHA
NOTARY

Bikash Bhavan
North Block, Gr. Floor
Bidhannagar, Kolkata
West Bengal

04 JAN 2019

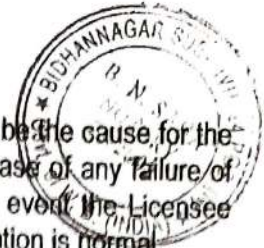


8. It is specifically agreed by and between the parties hereto, that if any damage or destruction is caused to the 'Said Premises' including the building containing the 'Said Premises' or to the fittings and fixtures fitted in it, either at the instance of the Licensee or any of his agent or agents and/or person/persons on behalf of them, then the Licensor will be at liberty, in addition to the right of the Licensor to evict the Licensee from the "Said Premises", to deduct the costs and expenses of repairing/supervision charges or replacement charges or any other charges relating thereto, for such damages or destruction, including any other dues of whatsoever nature, from the aforesaid security deposit and in that case the decision of the Licensor is final. For any loss/damage/destruction of any fixtures fittings and furniture, the same shall be replaced by the Licensee by the same quality of fixture fittings at his costs and expenses.
9. It is further agreed by and between the parties hereto that the Licensee shall bear all costs and charges to keep the 'Said Premises' acquired on a leave and license basis, in good and clean condition.
10. All utility charges in respect of the 'Said Premises' shall be for the account of the Licensee, who shall pay such charges in a timely manner. For the avoidance of doubt, the Licensee shall pay the monthly electricity charges as per reading shown by the meter for the consumption of electricity, to the concerned office, within due date to avoid disconnection. The payment thereof of electricity charges is always in addition to the monthly License fee. The Licensee shall be fully responsible for pilferage of current and/or damage of electric meter/gas meter. In the event that the Licensee fails to pay such charges, the Licensor shall have the right to deduct such payment from the security deposit and make payment to the relevant offices.
11. The Licensee shall, on the expiry period of 5(Five) Years ending on the **31st December, 2024** or if the Licensee is directed by the Licensor to vacate the 'Said Premises' promptly and deliver the same in its original condition, to the Licensor and also pay towards the electricity charges or for any other charges which shall fall due till then.
12. No structural addition and/or alteration either temporary or permanent, shall be fixed or carried out by the Licensee in the 'Said Premises' without prior written permission from the Licensor. The Licensee shall not do or permit to be done by any act or thing, which cause damages or is liable to cause damages to the 'Said Premises' or the building where the 'Said Premises' is situated. The costs of rectification of such damages will be paid by the Licensee and if he fails, will be deducted from the aforesaid security deposit.
13. No notice board advertisement or placard other than the Licensees own name shall be fixed to the 'Said Premises' on the front door.
14. The 'Said Premises' shall be used exclusively for the purpose of lawful business.
15. The Licensee shall be entitled to get supply of water from the overhead reservoir through the existing system, being lifting of water by electric pump subject to adjustment of non-supply of water due to load-shedding and/or any defect of electric motor and/or scarcity of

MISTLOWER ECONOMY (PVT) LIMITED
Lily Rahman

B. N. SAHA
NOTARY
Bikash Bhavan
South Block, Gr. Floor
Bidhannagar, Kolkata
West Bengal

04 JAN 2019



water in the underground reservoir as well as overhead tank, whatever be the cause for the same. It is further agreed by and between the parties herein that in case of any failure of the mechanisms to supply water, as stated hereinabove, then in that event the Licensee shall arrange the required water at his own costs and efforts till the situation is normal.

16. The Licensee shall not use the 'Said Premises' in such a way so as to cause any damage and/or loss to the 'Said Premises'. The Licensee shall undertake to take care and keep the 'Said Premises' in good condition. Also the Licensor shall not be responsible for any theft, loss, damage or destruction of the 'Said Premises' or injury to any person or persons in the said licensed premises in any case whatsoever during the entire period of the license. Safety and security of all the materials, articles and things lying in the 'Said Premises' shall be the sole responsibility of the Licensee. The Licensor shall not in any manner be responsible for any loss of or damage to the fitting, fixture, goods and articles of Licensee due to theft, fire or otherwise.
17. In the event that the Licensee breaches any terms of this Agreement for any reason whatsoever, the Licensor may, at his option, terminate this Agreement by giving the Licensee a written notice of 10 (Ten) Days and direct the Licensee to vacate the 'Said Premises'. For the avoidance of doubt, in case the occupation by the Licensee becomes unlawful or the Licensee carries on unlawful acts in the 'Said Premises', the Licensor may direct the Licensee to vacate the 'Said Premises' immediately, without any notice.
18. In case the Licensee desires to vacate the 'Said Premises' before the expiry of the 5 (Five) Years, he is required to give 30 (Thirty) Days written notice in advance to the Licensor. After the expiry of the notice period, the Licensee shall vacate the 'Said Premises' without fail and handover vacant peaceful possession of the 'Said Premises' to the Licensor.
19. If the Licensee does not vacate the 'Said Premises' on expiry or earlier termination of this License for whatsoever reasons and occupies the 'Said Premises' thereafter without the written permission of the Licensor, then in that event, the Licensee shall pay a liquidated damage at the rate of Rs. 100/- (One Hundred) only per day to the Licensor for such unlawful occupation for so long as such unlawful occupation continues, this is without prejudice to the right of the Licensor to seek such remedies available to the Licensor under law or equity.
20. That the Licensee shall allow the Licensor and/or his agent to inspect or survey the 'Said Premises' from time to time without notice, during reasonable hours.
21. That the Licensee shall not be entitled to transfer, sublet or otherwise part with possession in any manner whatsoever of the 'Said Premises' or part of it. The Licensee shall not keep, permit or allow anyone else to use or reside in the 'Said Premises' or grant license or sub-license to use or occupy the said premises or assign the benefits of this Agreement to any other person.
22. That no illegal activity, disturbance, nuisance or breach of peace should be committed by the Licensee in the 'Said Premises'. The 'Said Premises' should not be used for any illegal immoral purpose. The Licensee shall not store any combustible and/or inflammable

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Bidhannagar, Kolkata
West Bengal

04 JAN 2019

MISS
Dely Raha
Director

materials or any other objectionable material inside the 'Said Premises'. The Licensee shall follow all rules, regulations, laws, bye-law formed by a regulatory authority of the Apartment Owners Society for the 'Said Premises'.



- 23. That both the parties herein will comply with all the terms and conditions as stated hereinabove without raising any objection thereof.
- 24. All disputes between the parties are subjected to the jurisdiction of Kolkata courts alone.

In witness whereof the Licensor and the Licensee have signed this Agreement in Kolkata by putting each of their respective hands and seals on the day month and year first above written.

Signed, sealed and delivered by In the presence of

Signature of The Licensor

witness:

- 1.
ARUP RAHA
G-105, Jal Vayu Towers
Newtown, Kolkata - 700160
- 2.

Signed, sealed and delivered by In the presence of

MIL _____

Signature of The Licensee

Lily Raha

witness

2.

04 JAN 2019

Signature attested by me

B. N. SAHA
NOTARY
Bikash Bhavan
North Block, Gr. Floor
Bidhannagar, Kolkata
West Bengal

B. N. SAHA
NOTARY
Reg. No. 23/2002