

SL. No. ....

**SK. NAZRUL ISLAM**  
B.Sc. LLB., Advocate  
**NOTARY, CALCUTTA**

Chamber  
30/H/6, Dr. Suresh Sarkar Road,  
P.O. & P.S. : Entally, Kolkata - 700014  
Mob. : 9831115607 / 9432373810

## NOTARIAL CERTIFICATE

TO WHOM THESE PRESENTS shall come, I, **SK. NAZRUL ISLAM** duly appointed as a NOTARY by the Govt. of West Bengal to practice throughout the district of ... Union of India do here by certify authenticate attest as under the execution of the instrument annexed hereto collectively marked "A" on its being executed, admitted and verified by the respective signatures as to the matter contained therein, presented before me by the executants :

*Lease Agreement  
between Mr. Miraj D. Shah for M/s  
Tirupali Estates and Anil-  
raj Ichinwasara for Kaarym  
Realty*

herein referred to as the Executants in this the .....

*06 OCT 2021*

Having admitted the Execution of the paper, writing "A" and being satisfied of the Executants I have attested IN FAITH AND TESTIMONY that the said Notary have hereunto subscribed by name and affixed my seal of

*06 OCT 2021*

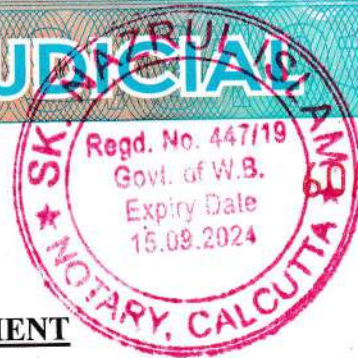
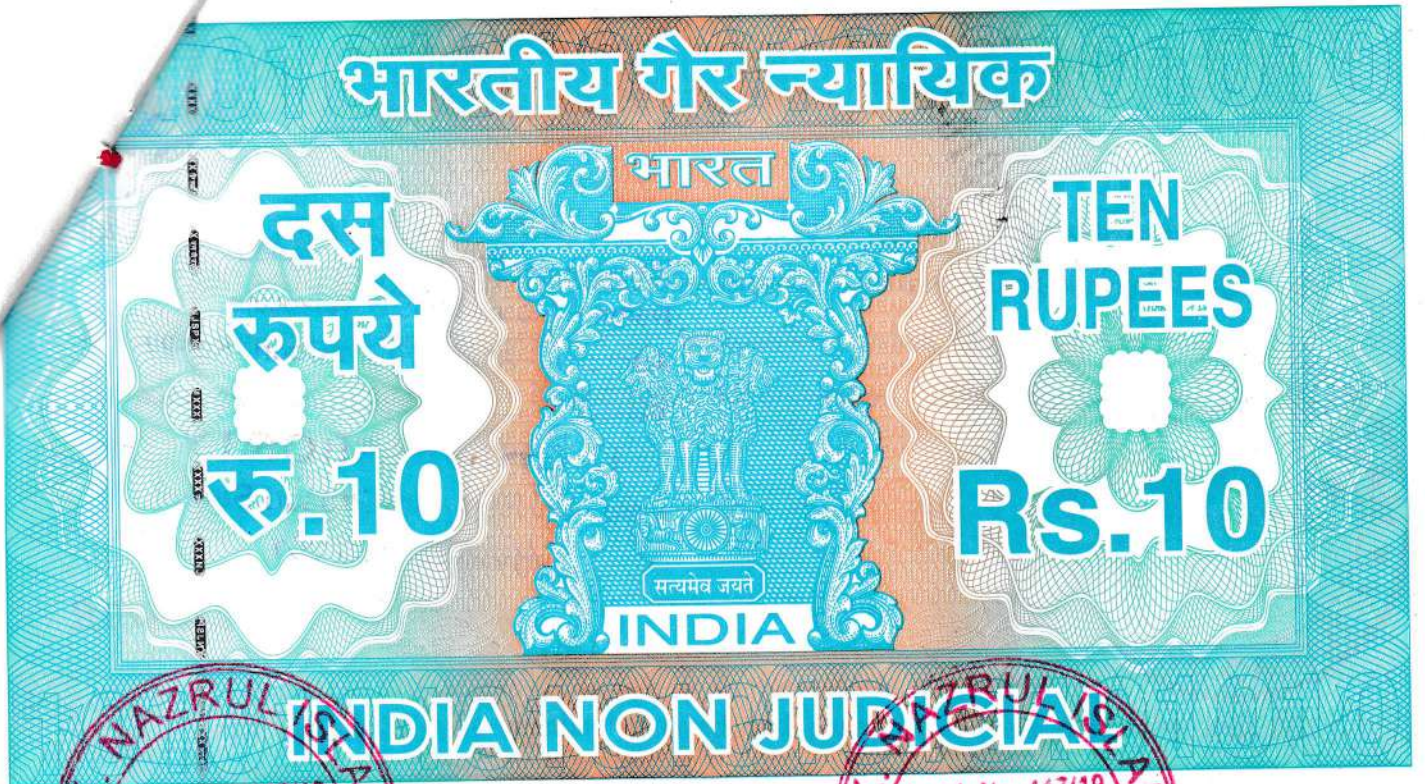
*[Signature]*  
SK. NAZRUL ISLAM  
NOTARY

(GOVT. OF WEST BENGAL)

Regd. No. 447 Dated 16/09/2019  
City Civil Court Complex  
Kolkata-700001



*06 OCT 2021*



Annexure 'AS'

**LICENSEE AGREEMENT**

**THIS AGREEMENT OF LICENSEE** made at Kolkata this 6<sup>th</sup> day of October, 2021 BETWEEN M/s TIRUPATI ESTATES partnership firm having its principal place of business at Ground Floor, Flat No. 20, 2, Elgin Road (Lala Lajpat Rai Sarani) Kalyan Bhavan, Kolkata 700020 having PAN AAOFT1943M represented by and acting through its Managing partner namely Mr Miraj D Shah, son of Late D J Shah hereinafter referred to as the **LICENSOR** (which expression shall mean and include all the partners and all persons who may be admitted as Partners in future and increase of dissolution or reconstitution of the firm mean and include all persons who become the proprietor or partners of the reconstituted firm or concern and/or persons to whom the right and obligations under this agreement on dissolution or reconstitution are given their respective heirs, executors, administrators, and/or assigns) of the **FIRST PART**.

M/s. Tirupati Estates

*W. Shah*  
Partner

06 OCT 2021

KAARRYAM REALTY

*Nayanabehn*  
Partner

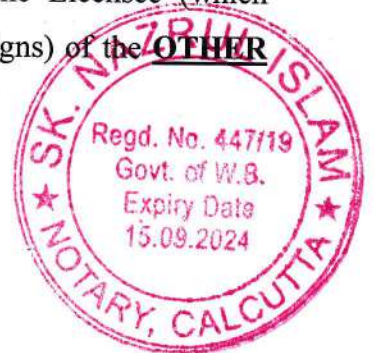
KAARRYAM REALTY

*Anvita Khosla*  
Partner

Annexure "A"

AND

KAARRYAM REALTY a partnership firm within the meaning of Indian Partnership Act 1952 having PAN AAXFK9317K and represented by Amitraj Khinwasara and Mayank Singh both being the partners of the Partnership Firm hereinafter referred to as the Licensee (which expression shall mean and include its successor, administration and/or assigns) of the OTHER PART.



WHEREAS:

- (i) The LICENSOR is absolutely seized and possessed of and otherwise well and sufficiently entitled to the **Unit No. 5 on the First Floor at premises No. 2A, Elgin Road (Lala Lajpat Rai Sarani) PS Bhawanipore, PO LLR Sarani, Kolkata-700020**, fully furnished with toilets, Partitions, Permanent fixtures etc. more fully described in **Schedule A** herein below (hereinafter referred to as the "SPACE/UNIT").
- (ii) The LICENSEE requires an office for commercial use for their "Real Estate Marketing Business" and has approached the LICENSOR to grant license of entire space i.e., **Unit No. 5** measuring about **702 sq. ft.** carpet area with toilets, partitions, permanent fixtures, furniture, air conditioners, chairs and etc. (hereinafter referred to as the "SAID UNIT") more fully described in **Schedule A** herein below.
- (iii) The LICENSOR has agreed to grant a license to the LICENSEE in respect of the **Unit No. 5** measuring about **702 sq. ft.** carpet area with toilets, partitions, permanent fixtures etc. (hereinafter referred to as the "SAID UNIT") more fully described in **Schedule A** herein below for use as their office for their "Real Estate Marketing Business" for a period of **11 (eleven) months** with effect from **18<sup>th</sup> OCTOBER 2021** on the terms and conditions hereinafter mentioned.

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06 OCT 2021 M/s. Tirupati Estates

  
Partner

06 OCT 2021

  
Partner  
KAARRYAM REALTY  
Partner

## Annexure "A"

IT IS HEREBY AGREED by & between the LICENSOR and LICENSEE as follows:

### GRANT OF LICENSE:

1. That in consideration of payment of **Rs.40,000/- (Rupees Forty Thousand only)** per month as license fees (*plus Goods and Service Tax as per rates applicable*) the LICENSOR agrees to grant unto the licenses and authorize the LICENSEE to use the **Unit No. 5 on the First Floor at premises No. 2A, Elgin Road (Lala Lajpat Rai Sarani) PS Bhawanipore, PO LLR Sarani, Kolkata-700020**, fully furnished with toilets, Partitions, Permanent fixtures etc. more fully described in **Schedule A** and hereinafter referred to as the SAID UNIT for a period of **11 (eleven) months** commencing from **1<sup>st</sup> November 2021** and ending on **30<sup>th</sup> SEPTEMBER 2022**.
2. The licensee shall be entitled to use the SAID UNIT without any License-fees from 18th October 2021 to 31st October 2021, for the purpose of set up and shifting its office space.

### REDUNDABLE DEPOSIT:

3. The LICENSEE shall keep a deposit of a sum of **Rs.1,25,000/- (Rupees One Lakh and Twenty-Five Thousand only)** by way of interest-free refundable security deposit for observing and performing the terms and conditions of this agreement.
4. The LICENSOR shall upon expiry of the period of this license or sooner determination thereof, whichever is earlier, refund to the LICENSEE free of interest the said deposit amount of **Rs.1,25,000/- (Rupees One Lakh and Twenty-Five Thousand only)** within a week and the LICENSEE will handing the vacant possession and keys of the SAID UNIT to the LICENSOR.

M/s. Tirupati Estates

Partner



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Partner  
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Partner

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## Annexture "A"

### LICENSE FEE:

5. This agreement is renewable for further two such renewals for a period totaling to 33 months at the choice of the LICENSEE keeping all terms and conditions the same, however the license fee such periods shall be as follows:
  - a. For the period between 01/11/2021 to 30/09/2022- Rs. 40,000 per month
  - b. For the period between 01/10/2022 to 31/08/2023- Rs. 45,000 per month
  - c. For the period between 01/09/2023 to 31/07/2024- Rs. 45,000 per month
6. The LICENSOR shall pay and discharge all its liabilities including the outgoing such as lease rent, maintenance, KMC Taxes on property payable or any increase therein in respect of the SPACE/UNIT and the SAID UNIT to all the authorities concerned.
7. The LICENSEE will pay regularly and punctually the monthly license fee to the LICENSOR on or before the 7<sup>th</sup> day of the current English Calendar month in Advance, whether formally demanded or not. *For example the License Fee for the month of November 2021 shall be paid on or before 07<sup>th</sup> November 2021.*
8. Any default of payment of License Fee for two months from the due date for any reason, then this agreement of license will stand terminated automatically and the LICENSEE. No notice of default shall be required to be issued by the LICENSOR to the LICENSEE in this account.



### NO ASSIGNMENT OR TRANSFER:

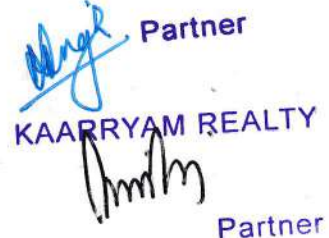
9. The LICENSEE shall not be entitled to assign, transfer by way of sublicense or give the SAID UNIT or any portion or part thereof to any other Person or Persons in any manner whatsoever or allow any other person to use whole or any part of the SAID UNIT under any circumstances.

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Partner

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Partner  
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Partner

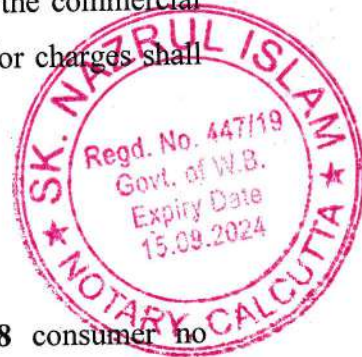
## Annexture "A"

### FOR PERMISSIONS:

10. The LICENSOR hereby agrees to accord no objection and undertakes to offer full co-operation to the LICENSEE to obtain any and/or every necessary permission/sanction from any statutory authority/body such as Kolkata Municipal Corporation as may be required from time to time for the setting up and better functioning of the commercial purpose of the LICENSEE however all fees, taxes, incidental fees and/or charges shall be borne fully by the LICENSEE.

### ELECTRIC METER:

11. The SAID UNIT has its separate meter being meter no. **3822428** consumer no **19001017001** provided by CESC. The LICENSEE shall pay the electricity charges based on the reading of the said meter installed for their unit. The LICENSEE shall pay the electric charges directly to the Calcutta Electric Supply Company (CESC) and provide the scan copy of the paid bill to the LICENSOR every month by email. The LICENSEE shall ensure that the Electricity charges are paid within due date.
12. The LICENSEE shall pay all its charges including Electricity Charges, Telephone/ internet/ Broad Band Charges and shall take out insurance and all its other obligations including KMC Trade Licenses and other taxes, license and fees if required by any Local Body/ State Government / Central Government (save and except KMC Tax on Property) with respect to the said SPACE/UNIT at their own cost and charges.
13. Any default of such payments i.e. Electricity/ Telephone/ or any other Utilities for more than two months from the due date for any reason then this agreement of license will stand terminated automatically. No notice of default shall be required to be issued by the LICENSOR to the LICENSEE on this account.



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06 OCT 2021

Partner

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Partner

## Annexure "A"

### ADDITIONAL FURNITURE AND FIXTURES:

14. The LICENSEE shall be entitled to install in the SAID UNIT, at its own cost, any further furniture and fixtures, computers, and other equipment, stocks/stores appliances and other items as required by the LICENSEE.
15. The LICENSEE may at its own cost make out such insurance of all such items, if required belonging to the LICENSEE, further any additions and alterations, which are of permanent in nature, will become property of the LICENSOR without any consideration for the same.

### TIME OF USE:

16. The officers, staff members and/or any other person authorized by the LICENSEE shall have free access to the SAID UNIT and the common entrance and passage between 9 a.m. to 9 p.m. on all days.

### OTHER CONDITIONS:

17. In the event of the LICENSEE delays the payment of the License Fee of the SAID UNIT, then the LICENSEE shall be liable to pay interest @ 18% (Eighteen) per annum calculated on daily basis till payment of License Fee. However, this clause shall not in any manner restrict the application of the clause of determination of the License as provided herein.
18. In the event of the LICENSOR failing to return the said refundable interest free deposit forthwith upon the termination of the said Agreement and the handing over the possession of the SAID UNIT, the LICENSOR shall be liable to pay interest @ 18% (Eighteen) per annum over and above all expenses and costs which the LICENSEE incurs to recover the same.



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M/s. Tirupati Estates

  
Partner

KAARRYAM REALTY  
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Partner

KAARRYAM REALTY

Partner

## Annexture "A"

19. The LICENSEE declares that there is no Parking facility provided by this agreement at the said premises and accordingly the LICENSEE or its Staff, Visitors or any other persons related to them etc shall not park any vehicle / cycle/ Motor Bike etc in the compound of the said premises.
20. The LICENSEE declares that the LICENSEE or its Staff, Visitors or any other persons related to them etc shall not be using any common area, common toilet, staircase, terrace etc in the said premises for any purpose whatsoever. They shall limit their use only to the SAID UNIT for which this LICENSE has been granted.
21. The LICENSEE declares that their staff, visitors etc shall not use the common passage or any other part or any portion of the premises for any purpose save and except for the purpose of ingress and egress to the SAID UNIT.
22. The LICENSOR, their agents, authorized persons or employees may inspect the SAID UNIT for inspection, repair etc., and shall have free access to the same after giving written notice by email at least a day in advance to the LICENSEE.
23. The LICENSEE shall have no interest or right, title or intertest in the SPACE/UNIT. The LICENSEE will however have uninterrupted possession of the SAID UNIT for use as an office space for their "Real Estate Marketing Business" with various facilities and the LICENSEE shall be entitled to use, occupy, and enjoy the said SPACE/UNIT during the continuation of this agreement.
24. The LICENSEE has the right to terminate the agreement/license at any time by giving a written notice 2 (two) months in advance to the LICENSOR.



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Partner

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Partner

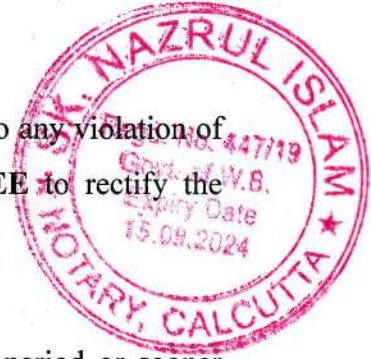
KAARRYAM REALTY

Partner



## Annexure "A"

The LICENSOR has the right to terminate the agreement/license due to any violation of this agreement after giving a written notice allowing the LICENSEE to rectify the violation within 7 days of receipt of notice.



26. That on expiry of the period of the Licensee including the extended period or sooner termination or determination thereof, the LICENSEE shall handover the vacant and peaceful possession of the SAID UNIT to the LICENSOR.
27. If this LICENSE is determined and or terminated and the LICENSEE does not handover the vacant and peaceful possession of the SAID UNIT to the LICENSOR then without prejudice to the rights of the LICENSOR, the LICENSEE shall be liable to pay pre agreed damages of *Rs.5000 (Rupees Five Thousand per day)* till the handing over of the vacant possession of the SAID UNIT to the LICENSOR.
28. That the LICENSEE shall keep in use of the SAID UNIT and all the furniture and fixtures contained therein in a reasonable and a prudent manner and shall take adequately reasonable care and shall take all caution at all material times against fire or damage. In case of any damage for any reason whatsoever to the SAID UNIT or the furniture fittings install there in, the LICENSEE shall be liable to replace/restore the same to its original state and the licensee shall be liable to bear all the cost for the same.
29. That the LICENSEE shall not indulge in or accumulate or bring highly combustible substance or inflammable articles dangerous to life at the SAID UNIT within the premises of the property.
30. **NOTICES & NOTIFICATIONS:** All notices & notifications required or permitted to be given to either party pursuant to this Agreement shall be in writing and shall be delivered personally or sent by Registered Post with acknowledgement due, Speed post or by courier to the addresses indicated in this Agreement. Any change of Address should be notified to each other in writing. The notices can also be sent by email. The email id of

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KAARRYAM REALTY

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M/s. Tirupati Estates

Partner

Handwritten signature of a partner from KAARRYAM REALTY.

KAARRYAM REALTY

Partner

Annexure "A"

the LICENSEE is amitraj@kaarryam.com or mayank@kaarryam.com and the email id of the LICENSOR is mirajshah@djshahandco.com

31. **DISPUTE RESOLUTION / ARBITRATION:** Any dispute, difference, controversy or claim ("Dispute") arising between the Parties out of or in relation to or in connection with this Agreement, or the breach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities hereunder, shall be addressed for mutual resolution. If, for any reason, such Dispute cannot be resolved amicably by the Parties, the same shall be referred to the sole arbitration appointed by the **LICENSOR** as Sole Arbitrator. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications on re-enactment thereof as in force will be applicable to the arbitration proceedings. The venue & seat of the arbitration shall be at Kolkata, West Bengal India. The cost of the Arbitration proceedings shall be shared equally by both the parties. The language of the arbitration and the award shall be English. The decision / award of the arbitrator shall be final and binding. The arbitrator shall be entitled to pass interim orders and the same shall be binding on the parties.

32. **JURISDICTION OF COURTS:** All disputes arising out of or relating to the Agreement shall be deemed to have arisen in Kolkata, West Bengal, India and only courts having jurisdiction over Kolkata shall determine the same.

33. The plan of the SAID UNIT and photographs of the furniture, fittings installed by the LICENSOR in the SAID UNIT is attached and annexed to this agreement and marked as an Annexure A.



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M/s. Tirupati Estates

  
Partner

KAARRYAM REALTY

  
Partner  
KAARRYAM REALTY  
  
Partner

06 OCT 2021

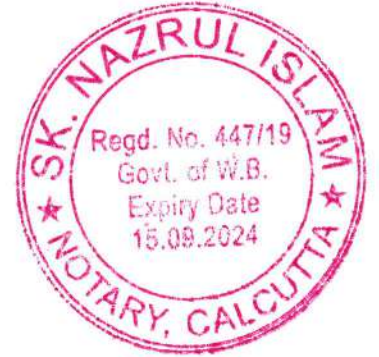
# Annexure "A"

## SCHEDULE A

**ALL THAT** the Unit No.5 measuring about 702 sq. ft. carpet area on the First Floor of Building named Kalyan Bhawan, at premises no. 2A, Elgin Road (Lala Lajpat Rai Sarani) PS Bhawanipore, PO LLR Sarani, Kolkata-700020, fully furnished with toilets, Partitions, Permanent fixtures.

The details of furniture and fixtures belonging to the LICENSOR and installed at the Unit no 5 as described above, are as follows:

- (i) One piece 2 Ton Split Air Conditioner of carrier Brand at Hall Area.
- (ii) One piece 1.5 Ton Split Air Conditioner of carrier Brand at Chamber
- (iii) 8 Work-Station made of Wood and individual overhead cabinets.
- (iv) False Ceiling with LED Light fittings in the entire Office.
- (v) One Executive Chamber with two separate wooden desks.
- (vi) 14 Computer chairs and 2 Executive chairs
- (vii) 6 large wooden cabinets fixed in the wall.
- (viii) One Reception table.
- (ix) 1 Pantry with basin with granite top, cupboard and fittings.
- (x) 6 fans
- (xi) One Exhaust Fan in Toilet.
- (xii) One Toilet with W/C, Basin, Mirror completed.
- (xiii) Main Door made of wood with Lock and one inside glass door.



Photograph of the above is attached to this agreement as a part and parcel of this agreement and marked as **Annexure A**.

M/s. Tirupati Estates

  
Partner

KAARRYAM REALTY

KAARRYAM REALTY

  
Partner

Partner

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Partner

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**Annexure A**

**WITNESS WHEREOF** the parties hereto set and subscribe their hands to this agreement on \_\_\_\_\_ day, month and year hereinabove mentioned.

SIGNED AND DELIVERED BY THE  
WITHIN NAMED LICENSOR IN THE  
PRESENCE OF:

M/s. Tirupati Estates

*[Signature]*  
Partner

SIGNATURE OF THE LICENSOR

1. ASHOK MOHTA  
6 G, Elgin Road  
Kolkata 700020

2. Chirag Desai  
13, Balamon Bora 1<sup>st</sup> Lane,  
Bhamburipur, Kolkata - 20

SIGNED AND DELIVERED BY THE  
WITHIN NAMED LICENSEE IN THE  
PRESENCE OF:

KAARRYAM REALTY

*[Signature]*  
Partner

KAARRYAM REALTY

*[Signature]*  
Partner

SIGNATURE OF THE LICENSEE

1. ASHOK MOHTA

2. Chirag Desai

Signature/s of the Executant/s  
are Attested on the Identification  
of the Advocate

*[Signature]*  
Notary

**SK. Nazrul Islam**  
Notary, Govt. of W.B.  
Regd. No. 447/19  
City Civil Court, Calcutta



**IDENTIFIED BY ME**

06 OCT 2021

**ADVOCATE**

Annexure "A"

MEMORANDUM OF DEPOSIT

Received a sum of Rs.1,25,000/- (Rupees One Lakh and Twenty-Five Thousand only) from KAARRYAM REALTY being the refundable security deposit to be deposited by them in terms of the License Agreement and paid to us by Cheque No 000792 dated 07/10/2021 drawn on ICICI Bank for Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand only) in favour of M/s. Tirupati Estates.

SIGNED AND DELIVERED BY THE  
WITHIN NAMED LICENSOR IN THE  
PRESENCE OF:

M/s. Tirupati Estates  
  
Partner

1. ASHOK MOHITA  
69 Elgin Road  
Kolkata 700020

SIGNATURE OF THE LICENSOR

2. Chiray Das  
13, Balaram Bose 1<sup>st</sup> Lane,  
Bhawanipukur, Kolkata - 20



06 OCT 2021

# NOTARIAL CERTIFICATE

06 OCT 2021

Dated .....



**SK. NAZRUL ISLAM**

B.Sc. LLB., Advocate

**NOTARY, CALCUTTA**

Govt. of West Bengal

Regd. No. 447 Dated 16/09/2019

City Civil Court Complex

Kolkata-700001

Residence :

30/H/6, Dr. Suresh Sarkar Road,

P.O. & P.S. : Entally, Kolkata - 700014