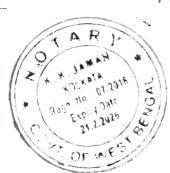


পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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LEAVE AND LICENCE AGEREEMENT

Two Thousand and Twenty (2022) BETWEEN SRI Satya Bose , son of Late Brindaban Bose and SRI Susanta Bose, Son of Satya Bose by faith-Hindu, residing at Block- GD, Plot No.50, Rajdanga Main Road, Kolkata-700107, hereinafter referred to as the "LISENSOR" (Which term or expression shall unless repugnant to the context shall deemed to mean and include his heirs, executors, administrator, legal representatives and assigns) of the "FIRST PART.

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AND

Teesta Networks Proprietor of Ranadip Bose son of Karanjit Bose, by faith Hindu, Occupation Business, his Pan No. AJKPB0725C and Adhar No.450691046524, residing at 8 Tiumalpara, Chanda Park, Word no.04 Siliguri(M corp) Darjeeling Siliguri Bazar 734005, hereinafter referred to as the "LICENSEE" the party of SECOND PART.

AND WHEREAS the LICENSOR/ FIRST PART is the absolute and Joint owner, indefensibly seized and possessed of and / or otherwise well and sufficiently entitled to ALL THAT self contained flat, on the Mezzanine floor(1st floor) and one room at Ground floor lying and situated at BLOCK- GD, Plot No.50, Municipal premises No.540, of East Kolkata Township Project, Rajdanga Main Road, Kolkata-700107, P.S. Kasba, District South 24 Paragons, Which is more fully and particularly mentioned in the schedule hereunder written.

AND WHEREAS the LICENSEE/SECOND PART approached to the LICENSOR/FIRST PART for grant of permission for temporary use of the said flat which is more fully and particularly mentioned in the schedule hereunder written, for an initial specified period of 33 month commencing on and from 1st day of October 2022 and expiring on 30th June, 2025 subject to the strict compliance of the terms and conditions as appearing hereinafter, for a monthly payment of RS. 25,000.00 (Rupees Twenty Five Thousand) only payable in advance within 7th day of every month as per English Calendar year.

Apart from that the second party shall pay a sum of Rs. 50,000.00 (Fifty thousand) only to the first party as interest free SECURITY DEPOSIT.

The rent shall be paid to the Licensor through Electronic Clearing System (ECS) on or before 7th day of each English calendar month, after deduction of tax at source, if applicable, at the rates prevailing under the Income tax Act, 1961, as amended from time to time.

Period of Lease	Rent Amount Per month (INR)	<u>Total Rent</u> per month (INR)
01.10.2022 to 31.08.2023	25,000/-	25,000+ Electricity
01.09.2023 to 31.07.2024	26,000/-	26,000+ Electricity
01.08.2024 to 30.06.2025	27,000/-	27,000+ Electricity

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AND WHEREAS the owner/Licensor on being so approached and pursuant to subsequent negotiation and discussion held with Licensee, the Licensor has agreed to give on purely "**LEAVE AND LICENCE**" basis

- That the license will be for an initial specified period of 33 (Thirty Three) month with effect from the 1st day of October, 2022 and expiring on 30th June 2025 and license may be renewed for another 11 months subject to increase of 1000 (one thousand rupees only) on the existing monthly fees.
- 2. That the Licensee shall pay to the Licensor regularly and timely i.e. within 7th day of each month without any delay or default.
- 3. That the Licensee shall pay all sums or impositions as maybe levied by the statutory Authorities from time to time towards Water tax and/or any other surcharges, or any other taxes or impositions which maybe levied in respect of the said flat during the period of his utilization of the same.
- 4. That subject to normal wear and tear, the Licensee shall keep the said flat inclusive of the sanitary fittings, Pipe Line, electrical fittings, electrical accessories, floor, walls, doors, windows, ceilings, window glasses, grills, fully furnished furniture and NO OF.2 Air-Conditioner (One 2 ton split and another 1 ton window ac), One 5 Seater workstation, Sofa set, one Tea Table, two boss Table, two boss Chair, 10 others chair, one computer table, two cabin a installed in proper workable condition. Incase of any loss or damages caused by the Licensee in the said flat, the licensee shall be responsible to repair such damages. In the event of failure to do so, the amount as may be assessed for such damages, shall be fully recoverable from Licensee by the Licensor.

5. That the Licensee shall use and occupy the said flat for social/commercial purpose only.

- 6. That the Licensee shall not sub-let, part with, assign, encumber or otherwise in any manner alienate the whole or part or portion of the said flat to anyone else without the prior written consent of the Licensor to that effect.
- 7. That at the time of inspection of the said flat, all the sanitary ,electrical and other fittings and fixtures attached to the said flat including the walls, doors, furniture, windows, paint etc. the licensee has fully satisfied with condition of the same and has found everything in proper, habitable and usable condition without any damage.

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- 8 That the Licensee shall not put any structural addition or alteration to the said flat layout, fittings, accessories, fixtures etc. under any circumstances without the prior written consent of the Licensor, violation of this Clause shall tantamount to damages recoverable from the Licensee and the immediate conciliation of the License and handing over possession of the said flat to the Licensor without any interruption or obstacle.
- 9. That the Licensee shall comply with all the rules and regulation of the Statutory authorities what so ever with regard to the said flat.
- 10. That the Licensee can Vacate the said flat at anytime during the period of License by giving two(2) month prior notice to the Licensor, after getting the said flat Security Deposit. In further Licensee shall vacate the said flat without notice or short time notice one month/ less than one month so total Security Deposit will sized by the Licensor, similarly, the Licensee shall be bound to vacate the said flat with prior two months notice the Licensor.
- 11. That the day to day to repair such as fuses leakage of water taps, pipes, breakage of glass panes, replacement of bulbs, calling bell, etc. have to be carried out by the Licensee at his own cost, due to the action or negligence of the Licensor would be done by the Licensor at their own cost.
- 12. That the Licensee shall without any delay or interruption pay or go on parting the aforesaid monthly Licensee fees as also the other charges as stated earlier to the Licensor together with such increment as started herein from time to time, falling which the licensee shall automatically stand cancelled, revoked, terminated or determined and the Licensee shall vacate said flat immediate and land over peaceful possession of the same to the Licensor.
- That the Licensee/ occupier shall pay keep deposit with the licensor a total sum of Rs.50,000. (Rupees Fifty thousand) only and that will be retained by the Licensor till the expiry of the said Licensee period or after serving two (2) month prior notice to the either side and after expiry of the said Licensee period the Licensor shall refund the said securities Deposit (Without any interest and after deducting all adjustment mentioned hereinbefore) to the Licensee.
 - 14. That at the time of expiry of the Thirty Three -month period the Licensee shall hand over peaceful, vacant and khas possession of the said flat together with all the fitting/fixture intact to the Licensor or his authorized agent in good working order.
 - 15. The Owner/Licensor shall keep the entrance for ingress for the Licensee or their man, servants and/ or agents to the licensed portion, and all passages leading there to well and sufficiently cleared, lighted and accessible.

- 16. That coal fired oven or stove shall never be fired in the said flat the Licensor shall take out of fire insurance policy in respect of the said flat to cover any damage of the said premises by fire during the Licensee period.
- 17. That the Licensee shall not store any inflammable explosive or combustible substance in the said flat and shall not carry out any illegal activity therein.
- 18. That initially the Owner/Licensor shall allow the Licensee to use the electricity from the main meter or separately main meter as per reading of submeter for the said flat. Unit per cost 12/- (including water supply power and Common Passage light power) The Licensor shall be fully liable and/or responsible to pay all electric charges for electricity consumed Electric supply corporation in the name of the owner Licensor.
- 19. All paid receipts of electrical bills shall be submitted to the Licensor at the time of termination of agreement.
- 20. That the Licensee shall not install any extra electric point other than already installed in the said flat subject however on prior intimation and permission from the Licensor.
- 21. That the Licensee shall not carry out any work at the said flat which are permanent in nature.
- 22. That at any time during the continuance of the licensee of the said flat or any part there of shall be destroyed or damaged by earthquake, fire, storm, flood, water, etc. so as to become unfit for the purpose for which it has been desired by the License, the licensee reserves the right to terminate this agreement.
- That the Owner/Licensor shall not cause any objection and shall permit the Licensee to install his own Telephone line in the said licensed portion of the premises in the name of the Licensee.
- That the SECURITY DEPOSIT on termination of the Agreement would be refunded (after deducting all adjustment) to the Licensee without any interest, subject to deduction of any sum of money that may become due and payable by the Licensee to the Licensee fees, maintenance charges, any Damage Charge, corporation taxes, and other charges etc.
- 26. That the Licensee shall not interfere with the usage of common portion of the said building and in no way obstruct for use by all the occupants of the building like common passage for entry in to said flat.
- 27. The Licensee shall allow the Licensor or his men, agents and servants, with prior written notice to enter the said flat at any reasonable time agreed to by both parties for repairing the same.

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- 28. That the Kolkata Municipal Corporation current property tax on the said premises is being borne by the Lesser. However, if there is any increase in the tax due to the Lessee taking the said premises on lease, then any enhancement in the corporation taxes due to this shall be borne by the Lessee for the entire lease period including the entire lease period including the entire commercial tax and/ or surcharge if any levied by the corporation without any right of reimbursement from the Lesser. The lessee shall also paythe service tax, cuss and any othertax.
- 29. In event of the License fee hereby reserve including the other charges or any part there of remaining unpaid after becoming due or if any other charges or any part there of remaining unpaid after becoming due or if any other term or condition here in recovered and on the part of the Licensee to be performed shall be contravened, the Licensor shall have the right to terminate the license agreement and re-enter the said flat and take possession of the same after giving to the possession of the same, after giving to the Licensee two month written notice provided such nonpayment shall adjust the total outstanding from the security Deposit together with damages to be assessed at the sole discretion of the Licensor.

Not with standing anything contained herein, this agreement for Licensee shall not be construed as tenancy agreement or shall under no circumstances be governed by the provisions of the West Bengal premises Tenancy Act or framed there under as amended from time to time, but a mere agreement for License granting Permission to the Licensee to occupy the said flat of the Licensor for his temporary accommodation or occupation for limited period for the exclusive purpose as stated phereinbefore absolutely under the control, supervision and authority of the Licensee, subject to compliance of the agreed terms and conditions as contained herein.

The original of this agreement will be retained with the Licensor and the duplicate copy with the Licensee. This Agreement shall come in to effect from the 1st day of October , 2022 from which date the calculate of the licensee period shall commence although the parties have agreed and signed these presents on the date mentioned above.

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SCHEDULE ABOVE REFERRED TO:-

(The said flat)

ALL THAT self contained flat, on the 1st (Mezzanine) floor and one room at Ground floor lying and situated at Block- GD , Plot No.50 , of East Kolkata Town Ship Project , Rajdanga Main Road, Kolkata-700107 within the limits of the Kolkata Municipal corporation Ward No.107, P.S. Kasba, District South 24 Paragons.

IN WITNESS WHERE OF the parties hereto have set and subscribed their hands and seals to these presents he day month and year first above written.

SIGNED SEALED AND DELIVERED By the "LICENSOR" at Kolkata In the presence of:-

1.

2.

Satya Base

SIGNATURE OF THE LICENSOR

SIGNED SEALED AND DELIVERED

By the "LICENSEE" at Kolkata In the presence of:-

1.

2.



Signature attended on identification

Kini Khalekustaman dulere, Gave, ottene Beach No. 10 1700 in

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SIGNATURE OF THE LICENSEE

identified by me

Debasish Chowdhury
Debasish Chowdhury
Advocate
Alipore Judges Court, Kol 27
WB/929/1982