

Sl. No:-

17/23

Professional Address:-  
A-II/4, Srabani Absan  
FC-Block, Sector-III  
Salt Lake, Kolkata-  
700106

**Sujata Ghosh Das**  
Notary, Govt. of West Bengal

# Notarial Certificate

(Pursuant to Section 8 of The Notaries act, 1952)

ALL TO WHOM THESE PRESENTS shall come, I, Sujata Ghosh Das appointed as a NOTARY by the Govt. West Bengal to practice throughout the district of Kolkata. Union of India do here by certify and attest as under the execution of the instrument annexed hereto and respectively marked "A" on its being executed, admitted and identified by the respective signatures as to the matter contained therein, presented before me as Executants:

Leave and license Agreement -  
executed Brigwasi Dairy  
Products Pvt. Ltd.  
Kolkata - 700054.

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

07 JUN 2023

The Executants having admitted the Execution of the paper, writing "A" and being satisfied as to the identity of the Executants I have attested IN FAITH AND TESTIMONY WHEREOF, I the said Notary have hereunto subscribed by name and affixed my seal of office on this the .....

day of ..... 07 JUN 2023

S. Ghosh Das

Notarial Stamp



**SUJATA GHOSH DAS**

Notary, Govt. of West Bengal  
Regd. No:- 014/2022 Dated-26/05/2022  
C.M.M's Court Compound  
2 & 3 Bankshall Street  
Kolkata- 700001



भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY  
RUPEES

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

27AA 882632

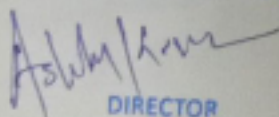
LEAVE AND LICENCE AGREEMENT

THIS LEAVE AND LICENCE AGREEMENT IS MADE AND EXECUTED ON THIS  
THE (01/05/2023), AT KOLKATA:

BY AND BETWEEN:

Brijwasi Dairy Products Pvt Ltd, (Pan Number AADCB2884P), company  
incorporated, existing and registered in India under the *Indian Companies Act, 1956*,  
having its registered office at P-54, C.I.T Road, Kolkata-700054, Represented By  
Director MR. Rajbir Singh, holder of Pan Number ASKPS0615H, Son of late M.R  
Singh, are residing 74/1 Narkeldanga Main Road, Lake District, Flat no-5AB, Block-4  
Kolkata-700054. (hereinafter referred to as "the Licensor" which expression shall

For MYSPACE REALTY PVT. LTD.

  
DIRECTOR

07 JUN 2023

For Brijwasi Dairy Products Pvt Ltd  
  
Director

शुभमि ओमश्री  
न्यायिक सेवा  
संग्रह नं. 741021  
City-Service Card Kolkata



2022

unless repugnant to the context or meaning thereof, be deemed to mean and include her legal heirs, successors, legal representatives, executors, administrators and permitted assigns) of the ONE PART;



AND

1. MYSPACE REALTY PVT LTD, (Pan Number AAHCM7207P), company incorporated, existing and registered in India under the *Indian Companies Act, 1956*, having its registered office at Plot No- A/295, Ground Floor, Saheed Nagar, Bhubaneswar, Odisha-751007, Represented By Director Ashutosh Kumar (Aadhar Number 699500477128), Son of Surendra Kumar Upadhyay, are residing at M-12 Sun Shine Enclave, Dimna Road, Mango, Jamshedpur East Singhbhum, Jharkhand-831018.

(hereinafter referred to as "the Licensee" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, legal representatives, executors, administrators and permitted assigns) of the OTHER PART;

2. The Licensor is the absolute owner of an office space being situated at ERGO TOWER, EP & GP-BLOCK, Plot No- A1-4, Sector V, Unit No. 1403, 14<sup>th</sup> Floor, Kolkata, West Bengal 700091 measuring an area of around 1599 sq.ft. more or less lying and situated, more fully and particularly mentioned in the "SCHEDULE OF THE OFFICE"
3. The Licensor allowing the Licensee to use and occupy the said office space measuring of around 1599 sq.ft. more or less lying and situated at ERGO

SUJATA GHOSH DAS  
Notary Public, West Bengal  
Regd. No. 01472  
City Sessions Court, Kolkata

For MYSPACE REALTY PVT. LTD.  
Ashutosh Kumar  
DIRECTOR

07 JUN 2023

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TOWER, EP & GP-BLOCK, Plot No- A1-4, Sector V, Unit No. 1403, 14<sup>th</sup> Floor, Kolkata, West Bengal 700091, more particularly described in the "SCHEDULE OF OFFICE" hereunder for a period of 11 months Locking with effect from 1<sup>st</sup> May 2023.

4. The Licensee shall pay to the Licensor as and by way of Licensee in respect of the said office space as described in the Schedule hereinafter mentioned at or for the sum of Rs. 35,000/- (Rupees Thirty Five Thousand only) per month within the 10<sup>th</sup> day of the current month which Include Corporation Tax & 1 Car Parking, GST. Maintenance & Electricity bill as on actual (which is paid by Licensee) is applicable if any for the said office and Licensee fee month without any delay or default or abatement under any circumstances. Further if any circumstances Licensee fails to make any payment of License Fee to Licensor within 2 (two) months after it is due then licensee is bound to vacant the place and handover the keys of that place to the Licensor. That the Licensee has also agreed to pay to the Licensor a sum of Rs 1,05,000/- (Rupees One Lakh & Five Thousand Only) as interest free Refundable Security deposit which the Licensee has a paid unto the Licensor on this day and the said sum of Rs. 1,05,000 (Rupees One Lakh & Five Thousand Only) is refundable without interest after vacating the said office peacefully handover and clear all pending dues and other clauses of the agreement to damages if any.
5. The Licensee shall quietly vacant and deliver peaceful and vacant possession of the said office space in question as described in the Schedule of Office hereunder written without any claim, right, title or interest whatsoever with regards to the said office space on or before the end of the period this

SUJATA CHAKRABORTY DAS  
Notary Govt. of W.B.  
Regd. No. 014172  
City Sessions Court Kolkata

07 JUN 2023

For MYSPACE REALTY PVT. LTD.

*Ashutosh Kumar*

DIRECTOR

*KOS*





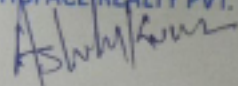
Agreement from the date hereof without any other demand or demands from the Licensor.

NOW THESE PRESENTS WITNESSETH AND THE PARTIES HERETO  
MUTUALLY AGREED AS FOLLOWS:

1. That the Licensee shall pay to the Licensor an amount of Rs.35,000/- (Rupees Thirty Five Thousand Only) as the License Fee for the use of the said office space and which shall exclude maintenance, electricity, Donations, water, etc. and applicable taxes & duties.
2. That the Licensee has taken the demised office space specifically on the purpose intended and expressed by him to the Licensor i.e. for the purpose of his Business Office and shall not sub lent or use the same for any purpose other than the specified herein and the Licensee shall use and enjoy the said office space in the manner as not to cause any threat to the safety of the said office space and cause any annoyances or nuisance to other occupiers and/or owners of the said premises. The Licensee shall fulfill all obligations for carrying business with proper Trade License as applicable.
3. That the Licensor shall have the absolute right and discretion to further renew or not to renew the License in respect to the said office space in favor of the Licensee and in the event if the Licensor decide for such further renewal of Licensee, the Licensor shall have the discretion to review the monthly Licensee Fee after expiry of the term of this Agreement as may be deemed appropriate by the Licensor.
4. That the Licensee shall keep the said office space in good order and condition and shall, on the expiry of the period of 11 months till the date hereof i.e. by 31<sup>st</sup> March, 2024, be liable to return the demised office space to the Licensor in the same condition in which it took the possession of the

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Notary Govt. of W.B  
Regd. No. 014722  
City Sessions Court Kolkata

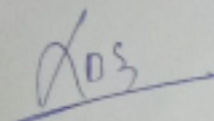
For MYSPACE REALTY PVT. LTD.

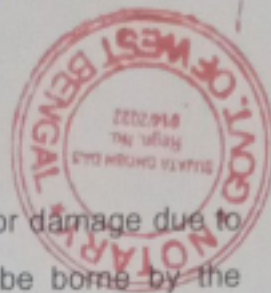


DIRECTOR

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07 JUN 2023





same reasonable wear and tear expected and any loss or damage due to breakage theft or any other reason whatsoever shall be borne by the Licensee at its own cost which include inter-alia any fixture and fittings, polishing of floor, tiles, walls and wall paints, paper, lights, keys, Fans, AC, Glass, etc.

5. That the Licensee shall pay for the electricity to be consumed by it in the demised office space according to the reading of the meter or sub-meter and the paid up electric bills will be returned to the Licensor every month by the Licensee. The Licensee shall also be responsible for any running/general expenses as may be required for day to day operations or periodic expenses while occupying the said office space as Licensee and shall clear all such dues, if any, in connection thereto before handing over the possession of the said office space to the Licensor after the expiry of this Agreement and/or earlier termination as the case may be.
6. That the Licensee shall not make any material alteration to the said office space unless approved and sanctioned by the Licensor and in any event such alteration if permitted shall be made by the Licensee at its own costs, expenses and on such terms and conditions and shall not be entitled to as for any contribution by the Licensor or to any compensation on that account.
7. That the minor repairing expenses like damage of electrical switches and/or of other furniture, Fixtures and fittings being provided by the Licensor to the Licensee in the said office space at the time of handing over and their replacement thereof shall be done by the Licensee at its own costs and expenses and the Licensor shall not be responsible for any such repair or expenses towards the same.

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Notary Govt. of W.B.  
Regd. No. 814/22  
City Sessions Court Kolkata

For MYSPACE REALTY PVT. LTD.

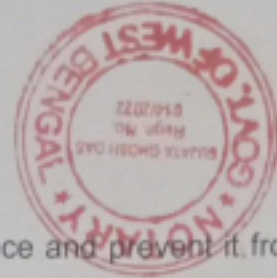
*Asish Kumar*  
DIRECTOR

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07 JUN 2023

*Das*





8. That the Licensee shall maintain the said office space and prevent it from any damage and if any damage is caused as a result of the willful negligence of the Licensee then the Licensee shall be liable to make or carry out the repair work of the same at its own costs and expenses. The Licensor shall have the right to enter or inspect and/or to cause the inspection through its men of the said office space during the tenure of this Lease Agreement for periodic inspection and assessment from time to time.
9. That the Licensor shall have the right to revoke the Licensee granted to the Licensee by virtue of this Agreement if the Licensee fails to pay the License fee mentioned herein for more than a period of two month and the Licensor shall also be entitled to revoke this. Agreement in case the Licensee commits any breach or is at fault to the terms and conditions or any of the terms and conditions mentioned herein and in such a case the Licensee shall be liable to pay the Licensor the License fee for the month in which such revocation takes place irrespective of the date on which such revocation or termination takes place.
10. That the Licensee shall hand over the peaceful and vacant possession of the said office "space to the Licensor upon the expiry of the terms of this Agreement i.e. at the completion of 11 English calendar months from the date of this Agreement i.e. by 31st March, 2024 and shall have no further claims, interests whatsoever over the same. However if the Licensee decides or if wants to extend or renew the License for a further term, they shall give a written requisition regarding the same to the Licensor by a Letter of Request for the same not less than two months prior to the expiry of this Agreement and it shall be absolutely, solely and exclusively at the discretion of the Licensor whether or not to allow such extension or renewal of the said Lease Agreement and if allowed, it shall be the absolute discretion of the Licensor to allow such renewal or further

SUJATA GHOSH DAS  
Notary Govt. Of W.B  
Regd. No. 014722  
City Sessions Court, Kolkata

For MYSpace REALTY PVT. LTD.  
*Ashwini Kumar*  
DIRECTOR

07 JUN 2023

*ADS*



extension of this License on such further renewed or additional terms and conditions and enhancement .

11. That in the event of non-renewal of License for the said office space by the Licensor in favor of the Licensee for any further term, the Licensee shall immediately and quietly hand over the peaceful and vacant possession of the said office space to the Licensor on or before the date of expiry of the this Agreement failing which the Licensee shall be liable to pay an amount of Rs.4,000/- per day to the Licensor towards compensation and damages apart from and without prejudice to the right of the Licensor to take over the possession of the said office space from the Licensee by all means.
12. These Agreements pay to the Licensor a monthly License fee with an escalation of 5% of monthly rent. The escalation is to made of every 11 months.
13. By both the parties, upon giving 60 days advance notice in writing, in the event of breach of terms and conditions of this leave & license agreement.
14. Upon termination, the Licensee shall vacate the Schedule Premises and pay all sum outstanding, due and payable to the Licensor, if any; and the Licensor shall and over the Demand Draft for the amount of the refundable interest free security deposit.
15. As locking period of this agreement is 9 Months from date of the Agreement so if LICENSEE wants to leave the office within the locking period then it would be considered as breach of contract and 3 months security deposit will be forfeited.
16. The Licensee shall not assign or sub-let the leased premises or any part thereof or any manner part with possession of the leased premises or any part thereof.
17. Both Parties agree that the competent courts of Kolkata shall have jurisdiction over any disputes arising out of this Agreement.

SUJATHA GHOSH DAS  
Mysore Govt. Of W/B  
Regd. No. 014722  
City Sessions Court Kolkata

THE SCHEDULE OF OFFICE SPACE

For MYSPACE REALTY PVT. LTD.

*Ashwini Kumar*  
7  
DIRECTOR

07 JUN 2023

*RS*





ALL THAT the office space containing by measurement an area of 1599 sqft (One Thousand Five Hundred Ninety Nine) square feet be the same a little more or less on the 14th floor of the building constructed at premises no. 1403, 14<sup>th</sup> Floor at ERGO TOWER, EP & GP-BLOCK, Plot No- A1-4, Sector V, Kolkata, West Bengal 700091.

**IN WITNESS WHERE OF**, the Parties have signed this Agreement on the date first above written in the presence of the following witnesses.

SIGNED and DELIVERED for and on behalf of

**(Licensor)**

For Brijwan Products Pvt. Ltd.  
*[Signature]*  
Director

SIGNED and DELIVERED for and on behalf of

ATTESTED SIGNATURE ONLY  
BEFORE ME ON IDENTIFICATION  
*[Signature]*  
NOTARY

*[Signature]*  
**SUJATA GHOSH DAS**  
Notary Govt. Of W.B  
Regd. No. 01422  
City Sessions Court Kolkata



For MYSPACE REALTY PVT. LTD.  
*[Signature]*  
DIRECTOR

07 JUN 2023

By: \_\_\_\_\_




(Licensee)

**WITNESSES:**

1. Japas Karmakar  
6289321435
2. Pulak Das  
8910801443

ATTESTED SIGNATURE ONLY  
BEFORE ME ON IDENTIFICATION  
*S. Ghosh Das*  
NOTARY

  
SUJATA GHOSH DAS  
Notary Govt. of WB  
Regd. No. 014/22  
City Sessions Court Kolkata

07 JUN 2023

For MYSPACE REALTY PVT. LTD.

*Ashwini Kumar* 9  
DIRECTOR



INSTRUMENT "A" dated.....day of

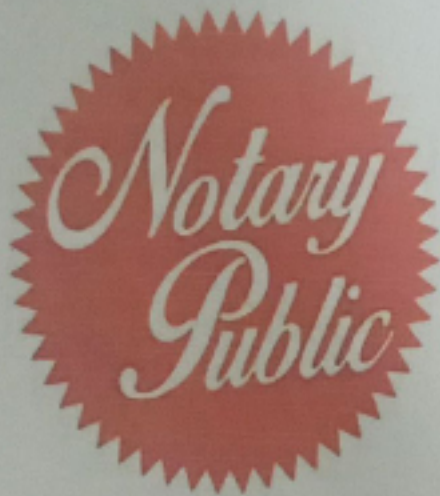
with 07 JUN 2023

## Notarial Certificate

Dated.....Day of.....

07 JUN 2023

Sl. No:- 17/23



# Notarial Certificate

In the matter of:

## Notarial Certificate

**SUJATA GHOSH DAS**  
ADVOCATE

**NOTARY PUBLIC**

Govt. of West Bengal  
Regd. No.- 014/2022 Dated-26/05/2022  
C.M.M's Court Compound  
2 & 3, Bankshall Street,  
Kolkata-700001

**SUJATA GHOSH DAS**  
ADVOCATE  
**NOTARY PUBLIC**