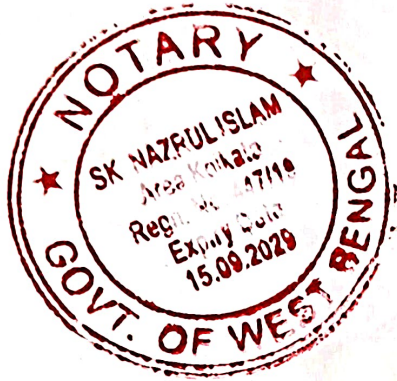


S.L. No. 20



**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA
ORIGINAL APPLICATION NO. 25/2026/EZ**



In the matter of :

Ankur Sharma

..... Applicant

-Versus-

The State of West Bengal & Ors.

..... Respondents.

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4.	Copy of Trade License, fssai license and Fire License.	R-3	26-31
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Filed by

Krishnendu Bera

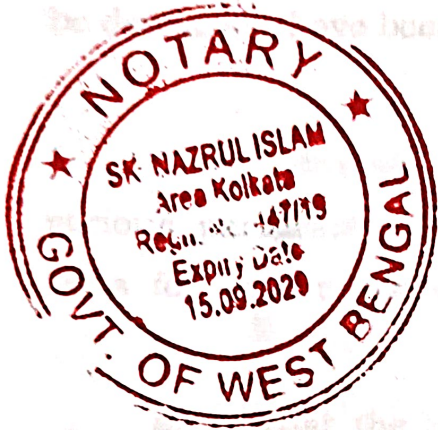
Advocate

Mob: 9804470595

Email : krishnendubera87@gmail.com

31 MAR 2026

**BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
EASTERN ZONE BENCH, KOLKATA
ORIGINAL APPLICATION NO. 25/2026/EZ**



In The Matter of :

Ankur Sharma

.....Applicant

-Versus-

State of West Bengal & Ors.

..... Respondents.

**COUNTER AFFIDAVIT ON BEHALF OF WOW MOMO FOODS
PRIVATE LIMITED, RESPONDENT NUMBER 12.**

I, Tushar Sinha, son of Shri Abhay Kumar Sinha, aged about 25 years, by faith- Hindu, by Occupation- Corporate Lawyer, residing at Q-200137/14th Avenue, Gaur City-2, Noida, Uttar Pradesh- 201009, do hereby solemnly affirm and state as follows:-

1. That I am the authorized signatory of Wow Momo Foods Private Limited, being the respondent no. 12 in the instant original application and as such I am well acquainted with the facts and circumstances of the instant original application and duly authorized by the respondent no. 12 to sign and swear this affidavit.

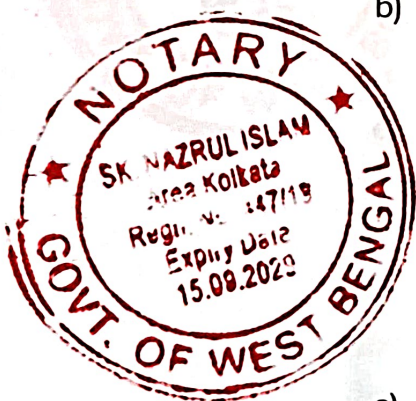
Copy of the authorization is annexed hereto and marked with the letter 'R-1' to this affidavit.

X

2. That I have been advised to deal with relevant paragraphs of the application which appears to be material and relevant for proper adjudication of the instant case and the paragraphs and/or portion of the paragraphs which are not specifically admitted, be deemed to have been denied by me.

3. Before dealing with averments and/or allegations made in various paragraphs of the petition, I crave leave to place following facts for proper appreciation and / or adjudication of the case :

- a) That the instant Original application moved before this Hon'ble National Green Tribunal alleging against illegal filling up of water body at part of East Kolkata Wetlands comprised in Mouza- Karimpur, J.L. no. 02, P.S- Narendrapur, South-24-Parganas.
- b) That the answering respondent has been running a chain of fast food outlets / restaurants in the name and style of Wow Momo / Wow China / Wow Chicken across the country. The Brand Presence of Wow Momo Foods Private Limited is across PAN INDIA and have more than 800+ outlets throughout PAN INDIA and we are reputed brand.
- c) That by virtue of one Leave and License Agreement dated 10th May, 2023 the 'Wow Momo Foods Pvt. Ltd.' entered into an agreement with 'M/s Puspanjali Nursery' for taking a space on lease measuring 11000 sq.ft (approx.)



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Carpet area on the Ground floor, at Village- Nazirabad, P.O- Uchhepota, P.S- Sonarpur, District- South-24-Parganas, Pin- 700150 for a period of 15 years on the terms and conditions as stated therein.

Copy of the Leave and License agreement and invoice are annexed hereto and marked with the letter 'R-2' to this affidavit.

d) It is stated that in the said Leave and License agreement the Licensor being M/s Puspanjali Nursery represented by Sri Tathagata Das mentioned himself as the lawful owner and possessor of immovable property of an area measuring 11000 sq.ft (approx.) situated at Village- Nazirabad, P.O- Uchhepota, P.S- Sonarpur, District- South-24-Parganas, Pin- 700150. The answering respondent being the Lessee entered into the said agreement only for commercial purpose of warehousing.

e) Accordingly the answering respondent after execution of said Leave and License Agreement obtained Trade License from Sonarpur-II Gram Panchayat for the period of 2023-2024, 2024-2025, 2025-2026 and also obtained license from 'Food Safety and Standards Authority of India (fssai)' vide License no. 12825017000191. It is further stated that the answering respondent also obtained license under the West Bengal Fire Services Act,1950 from the Fire License Section, Govt. of West Bengal vide License



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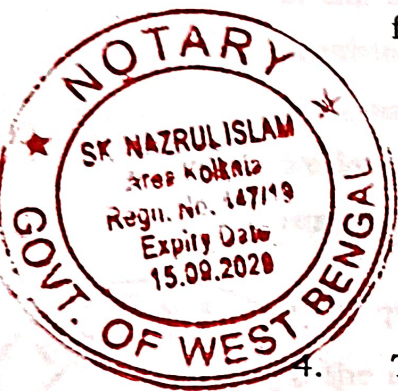
no. FL0125182231200388 dated 07.09.2023 in respect of the said warehouse at the aforementioned premises.

Copy of the Trade License, fssai license and Fire License are annexed hereto and marked with the letter 'R-3' to this affidavit.

f) That after obtaining all the necessary license from all respective departments, the respondent no. 12 resumed functioning of the warehouse at the premises mentioned as stated hereinbefore after fulfillment of all legal permissions.

4. That with regard to the statements made in paragraphs 1 and 2 of the said original application, I say those are matters of record and anything contrary to the records I deny and dispute each and every statements/allegations.

5. That with regard to the statements made in paragraph 3 of the said application I deny and dispute each and every statements and/or allegations made therein. It is denied that respondent no. 12 have ever illegally filled up and/or made any conversion of wetlands situated at Karimpur Mouza, Nazirabad area under Kheyadaha-II Gram Panchayat, South-24-Parganas. It is further denied that answering respondent had ever converted any wetland for commercial warehouse construction as the plot of land was leased out in favour of the respondent no. 12 by the owner and respondent no. 12 merely a Lessee over the said plot in question. That although the respondent



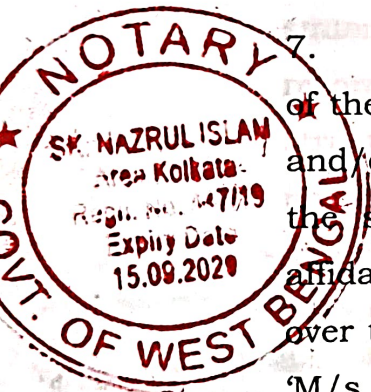
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no. 12 possessed all the requisite license for running business in the warehouse, but due to unfortunate fate tragic accident occurred on 26.01.2026 which has no relevance with regard to allegation as alleged in the original application.

6. That with regard to the statements made in paragraphs 4 and 5 of the said original application, I say those are matters of record and anything contrary to the records I deny and dispute each and every statements/allegations. It is denied that any illegal filling up of wetland and no construction has been made at the instance of respondent no. 12 upon land constituting wetlands/fishery areas.

7. That with regard to the statements made in paragraphs 6, 7, 8 of the said application I deny and dispute each and every statements and/or allegations made therein. The answering respondent reiterate the statements made in paragraphs 3 (c), (d), (e) of the instant affidavit. It is stated that the status of the respondent is just a lessee over the plot of land which had been leased out by the owners being 'M/s Pushpanjali Nursery' which is branch organization of Pushpanjali Decorators being the respondent no. 13 in the original application. The respondent no. 12 has no interest over the plot of land wherein the warehouse situated save and except using of such land for commercial purpose which has been lease out by the owner. The owner and/or the respondent no. 13 is liable to undertook the liability of any filling up and/or conversion of wetland.

8. It is stated that after tragic incident happened over the said land and after coming into knowledge about construction of warehouse on

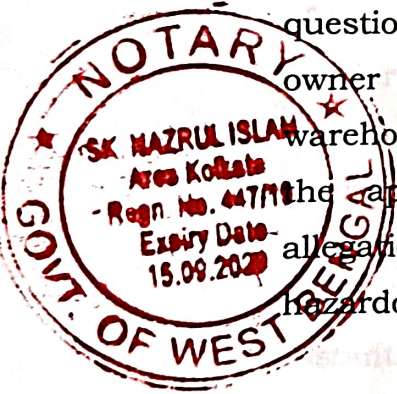


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wetland which was not disclosed by the owner at the time of execution of Leave and License Agreement regarding filling up of waterbody, the respondent no. 12 vide Termination Notice dated 24.02.2026 duly Terminated said Leave and License Agreement dated 10th May, 2023 entered between the parties and handed over the vacant possession of the land upon refunding the Security deposit amount.

13. Copy of the said Termination Notice dated 24.02.2026 is annexed hereto and marked with the letter 'R-4' to this affidavit.

9. That with regard to the statements made in paragraphs 9, 10, 11, 12 of the said application I deny and dispute each and every statements and/or allegations which are made contrary to the records. The answering respondent states that commercial warehouse structure have not been erected and/or constructed by respondent no. 12 and if any filling up of waterbody happened over the plot in question answering respondent is not responsible for the same as the owner of said plot being the respondent no. 13 leased out the warehouse measuring 11000 sq.ft for the commercial purpose who is the appropriate person concerned for answering such alleged allegations. It is evident from the invoice as annexed before that no hazardous or no other activities were performed answering respondent



10. That with regard to the statements made in paragraph 13, 14 of the said original application, I say those are matters of record and anything contrary to the records I deny and dispute each and every statements/allegations and the answering respondent is not aware about any permission of registration of lands of wetland situated therein by way of describing as bastu land.

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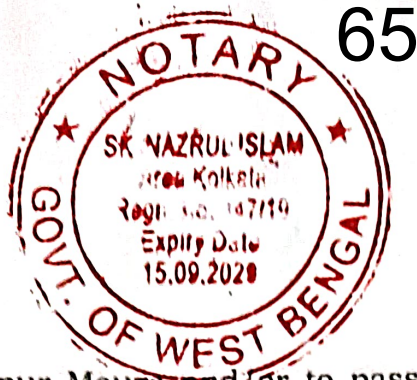
11. That with regard to the statements made in paragraphs 15 to 19 of the said application I deny and dispute each and every statements and/or allegations which are made contrary to the records and I repeat and reiterate the statements made in paragraph nos. 5, 7, 8, 9 of the instant affidavit.

12. That with regard to the statements made in paragraphs 20 to 24 of the said application I deny and dispute each and every allegations made therein. It is denied that the warehouse is situated over the L.R. Plot no. 65 of Mouza- Karimpur. The answering respondent once again reiterate that no illegal filling up of wetland and no construction has been made at the instance of respondent no. 12. The respondent no.12 neither dumped waste nor made any construction over the plot.

13. That with regard to the statements made in paragraphs 25 to 35 of the said application I deny and dispute each and every statements and/or allegations which are made contrary to the records. It is stated that the statements made in the aforementioned paragraphs are more or less repetition of same statements which are stated by the applicant in earlier paragraphs and the answering respondent repeat and reiterate the statements made in paragraph nos. 5, 7, 8, 9 of the instant affidavit.

11. That with regard to the statements made in paragraphs 36 to 45 of the said application I deny and dispute each and every allegations made therein. It is stated that Hon'ble Tribunal may direct the authority concerned to restore wetland if any have been filled up in





Karimpur Mouza and/or to pass such further order or orders as it deem fit and proper.


12. With regards to the Grounds and prayers as stated in the said original application I say that save and except those grounds having support of law, rest are frivolous and the prayers are liable to be rejected.

13. It is further submitted that in facts and circumstances of the case the Hon'ble National Green Tribunal be pleased to pass appropriate order as deem fit and proper and be pleased to relieve the respondent no. 12 from the instant proceeding.

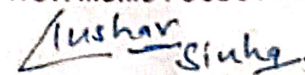
14. That the respondent no. 12 humbly submits that answering respondent has high regard to the Solemn Orders as passed by this Hon'ble Tribunal.

15. That the statements made in paragraphs 1 to 12 are true to my knowledge and rest are my respectful submission.

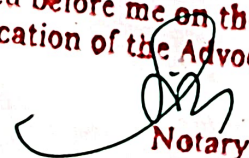
Identified by me


Advocate

WOW MOMO FOODS PVT. LTD.


Authorised Signatory
DEPONENT

Solemnly Affirmed and
Declared before me on the
Identification of the Advocate


Notary

31 MAR 2026

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

X



VERIFICATION:

I, Tushar Sinha, son of Shri Abhay Kumar Sinha, the Deponent within named, do hereby verify and declare that the statements made in the aforesaid paragraphs are true and correct to the best of my knowledge and information and I believe that nothing material has been concealed there from.

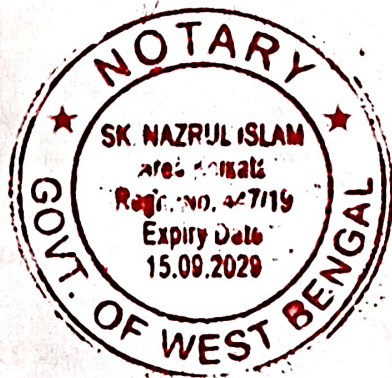
Verified at Kolkata on the 31st day of March, 2026.

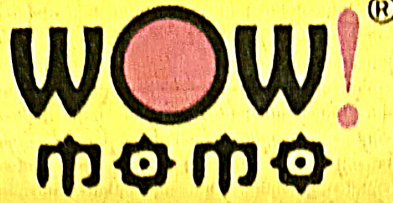
WOW MOMO FOODS PVT. LTD.

Tushar Sinha
 Authorised Signatory
 Deponent

Identified by me

Keeshmendu Bose
 Advocate





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KOLKATA | DELHI - NCR | BANGALURU | CHENNAI | KOCHI | PUNE | LUCKNOW | BHUBANESWAR

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF COMMITTEE OF THE BOARD OF DIRECTORS OF WOW MOMO FOODS PRIVATE LIMITED HELD ON 24th December, 2024 AT THE REGISTERED OFFICE OF THE COMPANY AT 29A/2E/1, RAJA SUBDH CHANDRA MULLICK ROAD, GROUND FLOOR, (24 SHYAMA PALLY), KOLKATA 700032

RESOLVED THAT Mr. Tushar Sinha, Senior Executive, Legal department of the Company, be and are hereby authorized to represent the Company before any court, tribunal, quasi-judicial authority, or any other entity, in connection with any legal proceedings filed by or against the Company.

RESOLVED FURTHER THAT the aforesaid persons be and are hereby authorized to sign and execute all necessary documents, including but not limited to, plain petitions, affidavits, undertakings, vakalatnama, declarations, appeals, revisions, applications, complaints, and any other related legal documents, as may be required from time to time in the best interest of the Company.

RESOLVED FURTHER THAT Mr. Tushar Sinha, Senior Executive, Legal department of the Company be and are hereby authorized to take all such necessary steps, acts, deeds, and things, including but not limited to filing and defending cases, executing documents, and appearing before judicial and quasi-judicial bodies, to safeguard the interests of the Company.

RESOLVED FURTHER THAT a certified true copy of this resolution be provided to the concerned authorities as and when required."

FOR WOW MOMO FOODS PVT LTD

WOW MOMO FOODS PVT LTD.

Binod Kumar Homagai
Director

Binod Kumar Homagai

Director

DIN: 06520556

Wow Momo Foods Pvt. Ltd.

CIN NO. - U15122WB2015PTC205829

29A/2E/1, Raja S. C. Mullick Road, Jadavpur, Kolkata - 700032 | M : 98307 44776 | O : 033 24292473 | E : info@wowmomo.co.in



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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

AP 251765

LEAVE AND LICENSE AGREEMENT

THIS LICENSE AGREEMENT made on the 10th day of May Two Thousand and Twenty Three (2023).

BETWEEN

M/S Puspanjali Nursery, PAN – AAKFP5331R (GSTN – 19AAKFP5331R1ZH), Residence 40, Chakraberia road South, Bhowanipore, Kolkata, PIN- 700025 through its authorized signatory Mr. Tathagata Das here-in-after referred to as 'LICENSOR' (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include her heirs, successors, legal representatives, administrators, executors and assign) of the FIRST PART.

M/s, PUSPANJALI NURSERY

Tathagata Das
Partner

WOW MOMO FOODS PVT. LTD.

Bay
Authorized Signatory

AND

Wow Momo Foods Pvt. Ltd. (PAN - AABCW6316K') (GSTN - 19AABCW6316K1Z0), a company registered under the Companies Act, 1956 having its registered office at 29A/2E/1, Raja S.C. Mullett Road (24 Shyamapally), Jadavpur, Kolkata - 700032 through its authorized signatory Mr Indranil Banerjee authorized in this regard vide Board resolution dated 2nd March 2017 having pan - AJOPB0506F) hereinafter referred to as "**LICENSEE**" (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its successors, legal representatives, administrators, executors and assign) of the **SECOND PART**.

RECITALS:

WHEREAS, the **LICENSOR** herein is the lawful owner and in possession of the immovable property being in admeasuring more or less 11000 sqft(approx.), Vill-Nazirabad, P.O- Uttchapota, P.S- Sonarpur, Dist- South 24 Parganas, PIN - 700150 (here-in-after referred to as the 'said Space'), Behind Urbana NRI complex, Ruby Hospital(hereinafter referred to as the 'said Premises').

WHEREAS LICENSOR claims that they have absolute authority to enter into any arrangement with the **LICENSEE** in respect of the said Premises.

WHEREAS LICENSEE has been running a chain of fast food outlets/ restaurants in the name and style of Wow Momo/Wow China/Wow Chicken across the country.

WHEREAS LICENSEE is desirous of taking the said space on lease for warehousing and **LICENSOR** is willing to provide to the **LICENSEE** the above mentioned space of 11000 Sqft (approx), Carpet area on Ground Floor, Vill-Nazirabad, P.O- Uttchapota, P.S- Sonarpur, Dist- South 24 Parganas, PIN - 700150 for the aforementioned purpose of establishing, operating and running Wow Momo group of retail unit on Lease on the terms and conditions mentioned hereinafter.

M/s, PUSPANJALI NURSERY

Tathagata Das
Partner

WOW MOMO FOODS PVT. LTD.

Indranil Banerjee
Authorized Signatory

AND WHEREAS the LICENSOR has agreed to grant the said Premises on leave and license basis for **15 years** starting the License commencement date, which the Licensors agreed to grant in the basis of leave and license only on the terms and conditions and covenants hereinafter contained.

NOW THIS AGREEMENT OF LEAVE AND LICENSE WITNESSETH as follows:

1. DEFINITION:

1.1. In this Agreement, except where the context otherwise requires, the following words and expressions used in this agreement shall have the following meaning:

- a. "Force Majeure" or "Force Majeure Circumstances" shall mean acts, events, conditions or occurrences beyond the control and not arising out of the fault or negligence of the affected Party and shall include acts of God such as earthquake, lightning, tempest, fire, acts of war, riot, bombing, civil commotion, terrorist acts, pandemic and agitations.
- b. "Government" shall mean the Central or State Government, local bodies, Municipal Corporation and statutory bodies and/or authorities.
- c. "License Fee" shall mean the fee payable by the Licensee every month in advance to the Licensor as specified in Clause 4 hereof.
- d. "Licensee" shall mean **Wow Momo Foods Pvt. Ltd**
- e. "Licensor" shall mean as Owner Mr. Tathagata Das and their successors and assigns.
- f. "License Period" shall mean the period of the License as mentioned in Clause
- g. "License Commencement Date" shall mean the _____ 2023.
- h. "Unit" shall mean the Unit to be operated by the Licensee from the said Premises for Authorized Purpose.
- i. "Handover Date" **5-FEB-2023** and the Rent will start from **01-APR-2023**.
- j. "Rent Fee Timing" start of every month within 15th without fail. For example, rent for MAY, 2023 must be paid withing 15th MAY, 2023.

2. That in consideration of the monthly fee hereby reserved and of the terms, conditions, covenants and stipulations contained herein, the Licensor doth hereby demise by way of leave and license unto the Licensee, the Said Premises, more particularly described in the Schedule hereunder written and to hold the same for the terms of 15 years (The said License period is hereinafter referred to as the "License Period") commencing from **01-APR-2023** (hereinafter referred to as the "License Commencement Date").

M/s, PUSPANJALI NURSERI

Tathagata Das
Partner

WOW MOMO FOODS PVT. LTD.

Bay
Authorised Signatory

2.1. The Licensor confirm having handed over the physical, vacant and peaceful possession of the said Premises to the Licensee and the Licensee confirms having received the same, along with specifications mentioned hereunder, complete in all respects and in a good and proper condition.

3. PERIOD

The Licensor hereby grant to the Licensee the use and occupation of the said Premises on Leave and License basis for a period of 15 years, from the License commencement date.

3.1 **Fit-Out Period:** There will be 54 days rent free fit-out period from the 5th February, 2023 given to Licensee to carry out any setup and installation required before making their business operational.

4. CONSIDERATION

4.1. In consideration of the license and authorities to the Licensee to enter upon and use the said Premises for Commercial Purpose only.

4.2. During the currency of this License, the Licensee hereby agrees with the Licensor and undertakes as follows: -

i) To pay to the Licensor a sum of Rs. 2,70,000/- (Rupees Two Lacs Seventy Thousands only) to be made on or immediately after the License Commencement Date (hereinafter referred to as the "License Fee"). However the License fee shall be exclusive of GST and if any default is made in terms of rent fee timing, in that case the Licensee shall pay the interest @ 18% per annum till the date of payment of the said amount if this exceeds by 15 days from the due date.

ii) There will be a 15% Increment every 3 years in the License Fee.

5. OBLIGATIONS OF THE LICENSEE

5.1 The Licensee has to deposit with the Licensor a sum of Rs. 10,80,000/- (Rupees Ten lacs Eighty Thousands Only) as interest free Security Deposit during agreement signing and this security deposit shall be refunded to Licensee by the Licensor on happening of any event as mentioned in Clause 6.

In addition to the above security deposit, Licensee has to pay first month's rent (Rs. 2,70,000/-) and sum of Rs. 8,10,000/- (Rupees Eight lacs Ten Thousands Only) as an advance rent (3 months rent) while signing this agreement.

M/s, PUSPANJALI NURSERY

Tathagata Das

Partner

WOW MOMO FOODS PVT. LTD.

Authorized Signatory

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Whereas the said advance rent amount will be equally (Rs. 1,35,000/-) adjusted in 6 months starting from May, 2023.

NEFT details - Name - PUSPANJALI NURSERY

- a) Bank name: HDFC BANK
- b) Branch : Salt Lake, Kolkata
- c) Account no : 50200020871285
- d) IFSC code : HDFC0000718

5.2 The Licensee shall make an advance payment of the security deposit, first month's rent and advance 3 month's rent, and upon receipt of such payment the Licensor shall hand over possession of the licensed space for the Licensee to make it functional.

5.3 The Licensee shall promptly and punctually pay all the sums due under clause 4 herein above and all other amounts, agreed to be paid by it hereunder without any delay or default as and when they become due and payable and the Licensee shall make such payments within the stipulated time in the manner the same are payable to the Licensor.

5.4 The Licensee agrees and undertakes not to do or permit to be done any act which may invalidate or in any way affect the insurance of the building or property wherein the said Premises is located.

5.5 The Licensee will not sublet the entire/any part of the said premises.

5.6 The Licensee will not hold the Licensor responsible for any theft, burglary, accident, injury of any worker/ staff, loss / damage of any article of this premises beyond their control.

5.7 That the Licensee shall avail the electricity from the existing meter of Licensor/or shall make necessary arrangements with a load of 35 KW in case the power load requirement in excess of the power available with the Licensor, Licensee can make the necessary arrangements by its own. Cost for all such arrangements shall be borne by Licensee. And the licensee shall pay the electricity charges as per the bill to be raised by the Authority concerned in favour of the Licensor. The Licensor shall then pay the concerned bill amount to the authorized authorities. And if at the time of delivery of possession

M/s. PUSPANJALI NURSERY

Ta Hageta Das
Partner

WOW MOMO FOODS PVT. LTD.

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Authorised Signatory

or later any outstanding dues is found in that case the party of the other part shall be bound to pay the same. It is made clear that the Licensee shall be bound to pay any arrears of electric charges to the Licensor pertaining to/arising during the said license period which may be billed by the concerned Authority at a later date. Also if on account of failure on the part of the Licensee to pay electric charges supply is disconnected, the Licensee shall solely be responsible for payment of charges relating to the period of this agreement to the Licensor so that the electric line should be restored. It is further clarified that if the meter is found tampered by the Licensee and any criminal or civil case is initiated by the Electricity board, and then the Licensee shall be held responsible for the same.

5.8 It is made clear that the electricity charges will be paid by the Licensee as per the meter reading. The paid up bill will be submitted to the licensor for keeping record.

5.9 The Licensee shall forthwith notify the Licensor of any damage defect or malfunction which may occur to any part of Licensed Space due to the negligence of the licensor in writing within 24 hours. If the damages so caused in the said Licensed space are by the acts of the Licensee then the Licensee shall solely and exclusively be liable to make good the damages and/or losses at its own costs. In case the damage is not due to the fault of the Licensee in such case the Licensor has to make good the damage in the stipulated time period without disturbing the operations of the Licensee.

5.10 The Licensee shall, permit the Licensor and/or its authorized representatives and agents authorized by it to enter upon the Licensed Space to do and undertake such repairs and other works which the Licensor may consider desirable including laying of fixing of apparatus and electricity which the Licensor may from time to time be required to do for general purposes of the premises and/or the Licensed Space. For such work Licensor has to notify the Licensee at least 24 hours prior.

M/s, PUSPANJALI NURSERY

Tathagata Das

Partner

WOW MOMO FOODS PVT. LTD.

Authorized Signatory

5.11 The Licensee shall permit the Licensors and/or its authorized representatives and agents authorized by it to enter upon the Licensed Space at reasonable times for the purpose of ascertaining that the covenants and conditions to be performed and observed on the part of the Licensee have been duly complied with. Licensor shall serve 24 hours prior notice to Licensee to carry out the same. In the event of any non observance and/or non performance by the Licensee of any of the terms and conditions to be performed and observed, the Licensor shall give a notice specifying the nature and extent of such breach and the Licensee shall have an obligation to rectify such breach within 7 days from the date of such notice.

5.12 That the Licensee shall make arrangements to employ its own labours and during the term of this Agreement, the Licensee shall fulfil all its obligations which are required under the law and after the termination of this agreement the Licensee will be under Legal obligation to pay the legal dues to workmen employed by him in full and final settlement of their account and of the person who have been employed by the Licensee will not be entitled to claim any employment from the Licensor and neither any of the workmen will be entitled to claim any lien under the Licensee for such employment.

5.13 The Licensee shall not do or permit to be done anything upon the Licensed space and/or premises which may become or cause a nuisance, annoyance, disturbance, inconvenience, injury or damage to or give cause for reasonable complaint from the Licensor or the other occupiers and/or occupiers of other spaces in the said premises and surrounding premises.

5.14 The Licensee shall not mortgage charge or let out or lien or put any encumbrance or create any third party interest of any nature whatsoever in respect of the Licensed Space.

M/s, PUSPANJALI NURSERY

Ta. Hagata Das
Partner

WOW MOMO FOODS PVT. LTD.

Ben
Authorized Signatory

5.15 It has been agreed between the parties that if any tax like GST/any other tax (except property Tax) is imposed or the same is enhanced from time to time in that case the same shall be required to be paid by the Licensee.

5.16 The Licensee shall not use the Licensed Space for storage of any dangerous materials, noxious substances or offensive trade or business. Further, the Licensee shall not commit any illegal or immoral act and shall not store or be permitted to store any arms, ammunition or unlawful goods, gunpowder, chemicals or any explosive, combustible or hazardous substance or material and shall keep the said Licensed Space securely fastened and locked at all times when they remain unattended.

5.17 The Lessee shall however not make any material addition or alternation to the supporting beam, columns or any parts which may cause structural damages of the said premises without obtaining prior written consent from the Lessor. Also, in case of any Natural calamity like civil war, pandemic, earthquakes, etc. or any other act of God, the Licensor shall not stand liable to compensate for the assets and goods. However the Licensor will be responsible to make good the structure and infrastructure of the licenced premises in such case of natural calamity of Act of God.

5.18 The Licensee shall not have any right to use over any part of the premises except for the said Licensed space as described in the Schedule herein under. And the Licensee shall not be allowed to use any part of the Premises except for the said licensed space.

5.19 The said Licensed Space is the property of the Licensor and as such Licensee shall not appoint any Receiver (through Court or by any other means) in the said Licensed Space or in any part of the said premises and shall keep the same free from any attachment/mortgage whatsoever. Also, the said Licensed Space is

M/s, PUSPANJALI NURSERY

Talvagata Das

Partner

WOW MOMO FOODS PVT. LTD.

IBay
Authorised Signatory

the absolute property of the Licensor and will not be attached in execution of any decree or order of any court which might be passed against the Licensee. However it is made clear that the said licensed space if attached in execution of any decree which might be passed against the Licensee thereof compelling the Licensor to pay any money, the Licensee will agree to indemnify and compensate for any money paid by the Licensor.

5.20 That the Licensee shall not have any right or interest or any right of tenancy in respect of the said Licensed Space or any portion thereof neither it is the intention of the to create any tenancy in respect of the same save and except the right of permissive user thereof by the Licensee.

5.21 That this writing shall, however, never be construed as tenancy agreement or lease deed thereby creating any interest in the property in favour of the Licensee which is not at all the intention of the parties but on the contrary the temporary arrangement of allowing the Licensee to use the said Licensed Space under the control and supervision of the Licensor subject to the terms and condition as mentioned herein above.

5.22 The Licensee shall not transfer, sub-let, sub-License and/or encumber the said Licensed space in any manner whatsoever without prior written consent from the Licensor and shall not transfer the benefits acquired by the Licensee under this presents.

5.23 Provided that in the event of Licensee withdraws from or terminates or determines this Agreement during the said lock-in period or if the Licensor terminates this Agreement during the said lock-in period due to non payment or any breach by the Licensee, the Licensee shall forthwith become liable to pay the rent and all other

M/s. PUSPANJALI NURSERY

Ta. Hagata Das
Partner

WOW MOMO FOODS PVT. LTD.

By
Authorised signatory

charges payable by the Licensee to Licensor hereunder (including those payable as interest or penal interest) for the entire remaining lock-in period of this Agreement that may be adjusted from the security deposit if it be sufficient for the purpose at that point of time.

5.24 After expiry of the said Lock-in-period as mutually decided by and between the parties, the licensee shall have the option to terminate this agreement by giving two months notice in advance or by making payments of two months licensee fee.

In spite of the mandatory clause, if the licensee leaves the premises for whatsoever reason within the lock-in period, Licensee shall pay to the licensor license fee for the remaining lock-in period as per terms in the agreement. On the other hand, Licensor shall compensate the Licensee for loss and inconvenience caused to the Licensee if he has been asked to vacate the premises. In this regard, LICENSOR will compensate 50% of it's establishment cost (With necessary documents provided and agreed by both the parties) or rent accrued till the date by LICENSOR from LICENSEE, whichever is less.

5.25 At the expiration of and/or earlier determination of the Term the Licensee shall peacefully and quietly deliver up to the Licensor in good, clean, tidy condition in like condition as the same were delivered to the Licensee at the commencement of the Term. It shall be the duty of the Licensee to remove at its own expense all apparatus, equipment, notices and signboards belong to the Licensee which may have been placed in the Licensed Space. The Licensee will deliver peaceful vacant and khas possession of the licensed premises (normal wear and tear to be accepted) to the Licensor or his nominee only and to no one else.

5.26 After completion of expiry of this Agreement of Leave and License, the Agreement of Leave and License is renewable on the request made by the Licensee for such renewal if mutually agreed by both the parties.

5.27 In case the Licensee fails to vacate the aforesaid portion on the expiry of the said period of License, in such a case the Licensee shall be liable to pay damages @ Rs.1000/- per diem as and by way of compensation for such wrongful occupation thereof until delivery of vacant possession of the same to the Licensor over and above the License fees.

M/s, PUSPANJALI NURSERY

Tathagata Das
Partner

WOW MOMO FOODS PVT. LTD.

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5.28 During the license period if the Licensee is found violating any of the terms and stipulations contained herein, it shall be lawful for the Licensor to terminate and/or determine this agreement and the Licensee shall forthwith quit vacate and handover the said Licensed space to the Licensor immediately.

5.29 **Inspection** - The Licensee shall permit the Licensor and/or any person duly authorized by the Licensor in that behalf to inspect the Premises at all reasonable times during the day time provided that, the Licensor shall give notice or intimation of such inspection at least 7 (seven) working days prior thereto.

5.30 Licensee shall not be permitted to adjust rent with the security deposit amount at any circumstances except incase a termination notice is served by the Licensee to the Licensor and in such months of notice period given the rent can be adjusted with the security deposit .

6. TERMINATION

6.1 The Licensee shall be entitled to terminate the Lease and License agreement without assigning any reason thereof by giving two months' notice to the Licensor post lock in period of 36 months, of its intention to do so or Lease Rent in lieu thereof after the completion of lock-in period. The LESSOR shall not have any right to terminate this lease during the entire term except for a situation as briefed in clause 6.3

6.2 At the time of termination or expiration of the Deed, Licensee shall handover peaceful and vacant possession of the Said Premises, (by handing over the keys of the Said Premises to the Licensor) to the Licensor. Normal/minimal wear and tear is accepted. In addition, the Licensor agrees to take the peaceful and vacant possession of the Said Premises simultaneously refunding the Security Deposit by way of Demand Draft payable at Kolkata/NEFT/any other preferable online mode. The Licensee shall remove itself, its employees, fixtures, fittings and all other equipment's and belongings from the Said Premises. The Licensor shall also have the right to recover all arrears of Lease Rents, electricity charges and water bills during the use and occupation of the Said Premises before refund of the Security Deposit and from and out of the said Security Deposit on the Licensee's written confirmation and after submission of all the supporting/bills to the Licensee.

M/s, PUSPANJALI NURSERY

Tathagata Das
Partner

WOW MOMO FOODS PVT. LTD.

Das
Authorised Signatory

6.3 LICENSOR shall be entitled to terminate this agreement, only if LICENSEE fails to pay Lease Rental for two consecutive months. Provided however the LICENSOR shall give intimation/notice to LICENSEE of such default, for which LICENSEE shall take necessary steps to pay the outstanding amount for the default period within fifteen (15) days of receiving such intimation/notice (the "Free Default Cure Period") and upon failure to rectify such default the LICENSOR shall terminate this Agreement by giving one month notice. The Licensor may also ask the Licensee to terminate this agreement in case of a failure to pay the rent within the due dates (national holidays, bank holidays and Sundays to be considered) for 3 times in a single year provided no intimation of late payment via email or letter (late payment intimation is acceptable once in a year) is received by the Licensor from the Licensee.

6.4 If the Licensee intends to terminate the agreement prior to the lock in period of 36 months (from the execution date of the agreement) in such case, the Licensee agrees to pay the Licensee fee for the balanced unexpired period of the total lock in period given.

Amenities to be provided by the Licensor

- Water inlet and drainage (drainage connection till the main- outside the premises to be done by the Licensor)
- Water storage/ overhead tank to be provided with connection till the premises
 - Store required in Bare Shell
 - Space for placement of AC outdoor units
- Electric Load with 3 phase connection -35 KW (wiring to be done till the meter inside the premises)
 - Exhaust fans to be placed on the roof of the shed
 - DG space
 - Treatment of walls/roof i.e the asbestos for any seepage is in the scope of the Licensor for the entire tenure subject to verification and not caused by the Licensee.
 - Flooring (height as decided) with PCC
 - Toilets with sanitary fittings
- All gaps /holes or side gaps in the asbestos to be filled - to prevent pest invasion

Licensee will take handover/possession of the property once the above amenities are been provided by the Licensor.

M/s, PUSPAJALI NURSERY

Talagata Das
Partner

WOW MOMO FOODS PVT. LTD.

[Signature]
Authorised Signatory

7. INDEMNIFICATION:

The Licensor have till date paid and undertake to hereafter pay promptly and regularly all past, present and future property tax, ground tax and/or any other taxes on the Said Property and any increase/other chares/surcharges thereof and shall indemnify and keep indemnified and hold harmless the Licensee from any claims, penalties, actions, costs, expenses that Licensee may suffer due to non-payment of the Said Property taxes ground tax and/or any other taxes. Further, Licensor agrees and undertakes that Licensor shall provide property tax receipt to the Licensee without any delay, as and when required by the Licensee, for the procurement/renewal of licenses for the business of Licensee.

8. OTHER CHARGES:

The Licensee shall pay for Electricity and other utilities bill used in the said property as shown by separate meter phase, also shall pay Telephone bill, Parking Charges, Cable Operator Charges, Internet Charges (if any). However, after payments by the LICENSEE, the LICENSEE shall hand over the Original Bills/Receipts each month to the LICENSOR.

9. JURISDICTION:

The parties to this Deed agree that any dispute arising to this agreement shall amicably and mutually solved by the parties through Arbitration. If the disputed matter does not get resolved then the Court(s) in **Kolkata** only shall have exclusive jurisdiction regarding any matter arising out of or related to this Deed, subject always to the Arbitration.

10. VARIATIONS

No amendment, deletion, addition or other changes in any provision of this agreement or waiver of any right or remedy, herein provided, will be effective unless specifically set forth in writing signed by the parties to be bound thereby. No waiver of any right or remedy on one occasion will be deemed to be waiver of such right or remedy on other occasion.

M/s, PUSPANJALI NURSERY

Tathagata Das
Partner

WOW MOMO FOODS PVT. LTD.

IBay
Authorized Signatory

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11. ENTIRE AGREEMENT

This agreement embodies entire understanding of the parties as to its subject matter and shall not be amended except in writing executed by both the parties to this Agreement.

∴ THE SCHEDULE ABOVE REFERRED TO:-

(Description of Said Premises)

ALL THAT said premises being admeasuring more or less 11000 square feet at Nazirabad, Post Uchhepota, PS – Narendrapur, Pincode – 700150, Behind Urbana, Ruby Hospital.

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands in duplicate the day, month and year first hereinabove written.

<p>SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED: For Puspanjali Nursery through its Authorized Signatory (Tathagata Das) M/s, PUSPANJALI NURSERY  Partner _____ (Owner) Email: puspanjalinursery55@gmail.com</p>	<p>SIGNED, SEALED & DELIVERED BY THE WITHIN NAMED: For Wow MOMO FOODS PVT. LTD. through its Authorized Signatory (Indranil Banerjee) WOW MOMO FOODS PVT. LTD.  Authorized Signatory Licensee Indranil.banerjee@wowmomo.com</p>
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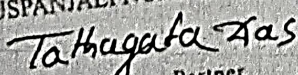
Witness:

In the presence of:

1. _____

2. _____

M/s, PUSPANJALI NURSERY


Partner

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RENTAL PAYMENT DETAILS

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PUSPANJALI NURSERY									
40, CHAKRABERIA ROAD (SOUTH), KOLKATA-700025									
MOBILE: 9831061897									
GST No.: 19AAKFP5331R1ZH PAN No.: AAKFP5331R									
TAX INVOICE					ORIGINAL FOR RECEIPT				
Invoice No.: 34					Invoice Date: 01.01.2026				
State: West Bengal					State Code: 19				
Name: M/S. Wow Momo Foods Pvt. Ltd.									
Address: 29A/2E/1, Raja S.C Mullick Road, Jadavpur, Kolkata – 700032									
GSTIN: 19AABCW6316K1Z0					PAN No.: AABCW6316K				
State: West Bengal					State Code: 19				
SL No.	Particulars	HSN Code	Amount	Taxable	CGST		SGST		TOTAL
					Rate	Amount	Rate	Amount	
1.	Charge for utilizing our Shed Only for using for stores, Packing, Repacking, Processing and Delivery of Shipment on permissive leave & license Within our premises at Nazirabad, Sonarpur Kol-700150. For the Month of January, 2026	9967 29	Rs. 270000	Rs. 270000	9%	Rs. 24300	9%	Rs. 24300	RS. 318600
Total			Rs. 270000	Rs. 270000	9%	Rs. 24300	9%	Rs. 24300	RS. 318600
Bank Details: A/C Name: PUSPANJALI NURSERY A/C No.: 037205500789 IFSC Code: ICIC0000372 Sarat Bose Road Branch					Total Amount Before Tax		Rs. 270000		
					Add: CGST		Rs. 24300		
					Add: SGST		Rs. 24300		
					Total Tax Amount R/Off		Rs. 48600		
					Total Amount After Tax		RS. 318600		
					GST on Reverse Charges				
Tax Amount (In Word): Rupees Forty Eight Thousand and Six Hundred Only Amount Chargeable (In Word): Rupees Three Lacs Eighteen Thousands and Six Hundred Only					For PUSPANJALI NURSERY <i>Tathagata Das</i> AUTHORIZE SIGNATORY				

Attention: 1. 11 days rent amount of Rs. 97,375/- for May, 2023 and applicable interest is still pending. Refer to email dated, 30-NOV-2023 from puspanjalinursery55@gmail.com. Please clear the same at the earliest.

FORM 11

Amenue-R3

[See rule 58(2)]

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Name Of District :SOUTH 24-PARGANAS

Name Of Block : SONARPUR

Name Of Gram Panchayat : SONARPUR-II

Trade Registration No:- 1141

Trade Registration Date:-28-Aug-2023

Trade Registration Certificate issue No:- 1

Issue Date:-28-Aug-2023

Trade Registration Certificate issued for the period of: 2023-2024,2024-2025,2025-2026

To PINKU DAS

(Name of Prop/partner/Director)

Full Address :

VILLAGE - NAZIRABAD

PARA - UTCHAPOTA

POLICE STATION - SONARPUR

POST OFFICE - UTCHAPOTA

MOUZA - 2

DAG - 73/89

PIN NO - 700150

Gram Sansad/ Part No. NAZIRA

Description of Trade :WAREHOUSE

Gram panchayat acknowledges a sum of Rs. 750 (Rupees Seven Hundred and Fifty Only)

From WOW MOMO FOODS PVT LTD

(Name of Trade)

Grant of this certificate shall not absolve the applicant from the requirement of procuring all the statutory clearances to be obtained from the appropriate authority before actual commencement of the trade. If any violation/default is noted later is, the certificate shall be liable to be cancelled and the trade/business shall be closed down with immediate effect.

This Certificate Is Electronically Generated

N.B.: Gram Panchayat has every right to cancel or revoke or not allowing renewal of registration at any time

Ref. Application Docket No. SSNOCUPHU61580810N

<https://prd.wb.gov.in/>



Form C
Government of West Bengal
Department of Health and Family Welfare
Food Safety and Standards Authority of India
License under FSS Act, 2006

27



GOVERNMENT OF WEST BENGAL
 DEPARTMENT OF HEALTH & FAMILY WELFARE

अनुज्ञप्ति संख्या / License Number: 12825017000191



- | | |
|---|--|
| 1. Name & Registered Office address of Licensee / अनुज्ञप्तिधारी के पंजीकृत कार्यालय का नाम और पता: | WOW MOMO FOODS PRIVATE LIMITED
Urbana, Vill: Nazirabad, PO-Uttchepota, PS-Sonarpur, RAJPUR-SONARPUR MUNICIPALITY, South Twenty Four Parganas, South Twenty Four Parganas, West Bengal-700150 |
| 2. Address of Authorized Premises / प्राधिकृत परिसरो का पता: | Urbana, Vill: Nazirabad, PO-Uttchepota, PS-Sonarpur, South Twenty Four Parganas, BARUIPUR, South Twenty Four Parganas, West Bengal-700150 |
| 3. Kind of Business / कारोबार का प्रकार: | Trade/Retail - Storage (Cold / Refrigerated)
Trade/Retail - Distributor
Trade/Retail - Transportation (having a number of specialized vehicles like insulated refrigerated van/ wagon and milk tankers etc.) |
| 4. Dairy Business Details / डेयरी कारोबार विवरण हेतु : | No |
| 5. Category of License / अनुज्ञप्ति का वर्ग: | State License |

This license is granted under and is subject to the provisions of FSS Act, 2006 all of which must be complied with by the licensee. / यह अनुज्ञप्ति खाद्य संरक्षा और मानक अधिनियम, 2006 के अधीन अनुदत्त की गई और वह अधिनियम के उपबंधों के अध्यादीन है जिनका अनुज्ञप्तिधारी द्वारा अवश्य पालन किया जाना चाहिए.

Place / स्थान: South Twenty Four Parganas
 Issued On / दिनांक: 12-07-2025 (New License)
 Valid Upto: / वैधता: 11-07-2026 (For details, refer Annexure)

Designated Officer

Date : 12-07-2025 14:10:07
 User Id : 106925
 Verified through Mobile : 87XXXXXX35
 License Grant on : 12-07-2025 12:02:19
 License Issued On : 12-07-2025 14:10:07

Annexures:

1. Product Annexure
2. Validity Annexure
3. Non-Form C Annexure
4. Conditions Of License

To download 'Food Safety Connect' App, Scan the below QR



Android



iOS

Note:

1. Application for renewal of License can be filed as early as 180 days prior to expiry date of License. You can file application for renewal or modification of License by login into FSSAI's Food Safety Compliance System(<https://foscos.fssai.gov.in>) with your user Id and password or call us at 1800112100 for any clarification.
2. This License is only to commence or carry on food businesses and not for any other purpose.
3. This is computer generated license and doesn't require any signature or stamp by authority.
4. Communications from FoSCoS are being sent to adxxxxxxxxxxxxcom , lixxxxxxxxxxxxxxxxcom , adxxxxxxxxxxxxcom and 98xxxxx904 , 91xxxxx922 , 98xxxxx904. To update these details, visit FoSCoS portal.



fssai

Form C
Government of West Bengal
Department of Health and Family Welfare
Food Safety and Standards Authority of India
License under FSS Act, 2006



GOVERNMENT OF WEST BENGAL
DEPARTMENT OF HEALTH & FAMILY WELFARE

अनुज्ञापि संख्या / License Number: 12825017000191

Kind Of Business: Trade/Retail - Storage (Cold / Refrigerated)

Sl.No.	Food Product Category
1	01 - Dairy products and analogues, excluding products of food category 2.0
2	04 - Fruits and vegetables (including mushrooms and fungi, roots and tubers, fresh pulses and legumes, and aloe vera), seaweeds, and nuts and seeds
3	06 - Cereals and cereal products, derived from cereal grains, from roots and tubers, pulses, legumes and pith or soft core of palm tree, excluding bakery wares of food category 7.0
4	08 - Meat and meat products, including poultry and game
5	10 - Eggs and egg products
6	12 - Salts, spices, soups, sauces, salads and protein products
7	14 - Beverages, excluding dairy products

Kind Of Business: Trade/Retail - Distributor

Sl.No.	Food Product Category
1	01 - Dairy products and analogues, excluding products of food category 2.0
2	02 - Fats and oils, and fat emulsions
3	04 - Fruits and vegetables (including mushrooms and fungi, roots and tubers, fresh pulses and legumes, and aloe vera), seaweeds, and nuts and seeds
4	06 - Cereals and cereal products, derived from cereal grains, from roots and tubers, pulses, legumes and pith or soft core of palm tree, excluding bakery wares of food category 7.0
5	07 - Bakery products
6	10 - Eggs and egg products
7	12 - Salts, spices, soups, sauces, salads and protein products
8	14 - Beverages, excluding dairy products
9	99 - Substances added to food

Kind Of Business: Trade/Retail - Transportation (having a number of specialized vehicles like insulated refrigerated van/ wagon and milk tankers etc.)

Sl.No.	Food Product Category
1	04 - Fruits and vegetables (including mushrooms and fungi, roots and tubers, fresh pulses and legumes, and aloe vera), seaweeds, and nuts and seeds
2	01 - Dairy products and analogues, excluding products of food category 2.0

Validation And Renewal Annexure

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Form C
Government of West Bengal
Department of Health and Family Welfare
Food Safety and Standards Authority of India
License under FSS Act, 2006



GOVERNMENT OF WEST BENGAL
 DEPARTMENT OF HEALTH & FAMILY WELFARE

अनुज्ञप्ति संख्या / License Number: 12825017000191

Validity From	Validity Upto	Issued On	Fee Paid	Type	Issuing Authority
12-07-2025	11-07-2026	12-07-2025	2000 INR	New	State Licensing Authority

Suspension History

S.No	History	Date
	N/A	

Current Status of License: License Issued

Note:

- Application for renewal of License can be filed as early as 180 days prior to expiry date of License. You can file application for renewal or modification of License by login into FSSAI's Food Safety Compliance System(<https://foscos.fssai.gov.in>) with your user id and password or call us at 1800112100 for any clarification.
- FSSAI vide order number 15(31)2020/FoSCoS/RCD/FSSAIpt1-Part(4) dated 11th January 2023 allowed Instant Renewal of License / Registration.
- FSSAI vide order number 15(31)2020/ FoSCoS/ RCD/ FSSAI dated 29th October 2021 has allowed the renewal of Licenses / Registration till 180 days of the expiry date subject to payment of penalty.
- Modification* (if any) denotes the change in the Authority. Issuing Authority mentioned along with Modification* is the Jurisdictional Authority with effect from the date of issuance of modified license.

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Government of West Bengal
West Bengal Form No. 393Z (28)
License under the West Bengal Fire Services Act, 1950

License no.:FL0125182231200388

Date: 07-09-2023

License is hereby granted to WOW MOMO FOODS PVT LTD. under Section 12 of the West Bengal Fire Services Act, 1950, to use the building or place being No. (a) DAG NO-321, VILL- NAZIRABAD, P.O- UTTCHAPOTA, P.S- SONARPUR, DIST- SOUTH 24 PARGANAS, South 24 Parganas, Pincode - 700150, P.S. - sonarpur, Nearest Fire Station - Sonarpur as a warehouse/workshop for storing or processing or keeping (b)

1. Packing Box - 5000 Kg.

subject to the conditions noted below and such other conditions as may be prescribed.

It is hereby acknowledged that a sum of Rs. 6500 being the license fee due by the said WOW MOMO FOODS PVT LTD. for the period from 07/09/2023 to 06/09/2024 in respect of the aforesaid license has been received @Rs. 6500 per annum.

CONDITIONS ABOVE REFERRED TO:

- (1) The warehouse/workshop shall at all times be open to inspection by such officer or officers, being member or members of the Fire Brigade, as may be appointed by the Director General of Fire Service.
- (2) The warehouse/workshop shall confirm to the conditions prescribed under Section 12 of the West Bengal Fire Services Act, 1950.
- (3) No article referred to in the Clause (l) of Section 12 of the West Bengal Fire Services Act, 1950, shall be made, prepared, dried or treated in any manner on the top or roof of any building constituting or forming a part of a warehouse.
- (4) No person shall be allowed to use as residence any part of the warehouse or to bring into the warehouse any match-boxes or match-sticks or any artificial light not duly and thoroughly protected or to smoke within the warehouse while jute or cotton is stored therein.
- (5) Needs to renewed within next 1 Year

Signature Not Verified

Digitally Signed.
Name: Pemba Tshering Sherpa
Date: 07-Sep-2023 07:11:29
Reason: Approved
Location: West Bengal

Collector

**Fire License Section,
13D, Mirza Ghalib Street, Kolkata - 16**

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WOW!
momo

Kolkata • Delhi • NCR • Bangalore • Chennai • Kochi • Pune • Mumbai • Bhubaneswar • Indore • Udaipur

Amexw- R4

Dated: 24.02.26

To,
M/s Puspanjali Nursery
Kind Attn: Mr. Tathagata Das
40, Chakraberia Road South,
Bhowanipore, Kolkata – 700025

Sub: Termination of Leave and License Agreement dated 10th May, 2023 entered into between the addressees & Wow Momo Foods Private Limited in relation to the premises of warehousing admeasuring 11000 Sq. ft. approx., Carpet Area on Ground Floor, Vill - Nazirabad, P.O. - Utchapotia, P.S - Sonarpupr, Dist.- South 24 Parganas, PIN 700150 ("the premises").

Dear Sir,

This is in reference to aforesaid Leave and License Agreement for operating the said warehouse space executed between you and our company in respect of the above-mentioned warehouse.

It has come to our knowledge that the aforesaid warehouse premises have been constructed on wetland, which fact was not disclosed to us at the time of execution of the Leave and License Agreement. In view of the statutory restrictions imposed under the Wetlands (Conservation and Management) Act, 2006 as applicable in Kolkata, operation of any warehouse facility on such land is impermissible and unlawful. Accordingly, we are constrained to terminate the said Leave and License Agreement forthwith, as continuation of the license would be in contravention of the applicable law.

We shall handover the vacant physical possession of the warehouse space to you on or before completion of the 60 (Sixty) days subject to the simultaneous refund of the amount of Rs.10,80,000/- (Rupees Ten Lakhs Eighty Thousand Only) paid by us to you towards License Fee refundable Security Deposit, as per the terms of the Leave and License Agreement for operating the said warehouse space.

We look forward to associate with you in our future endeavors.

For Wow Momo Foods Pvt. Ltd.

For WOW MOMO FOODS PVT. LTD.


Authorised Signatory

(Authorized Signatory)

Wow Momo Foods Pvt. Ltd

Registered Office :
B-263, Okhla Phase-1,
New Delhi - 110020

Head Office :
29A/2E/1 Raja S.C. Mallick Road
Jadavpur Sulekha, Kolkata - 700032

CIN NO - U15122WB2015PTC205829
E info@wowmomo.co.in



BEFORE THE HON'BLE NATIONAL
GREEN TRIBUNAL
EASTERN ZONAL BENCH, KOLKATA,
WEST BENGAL

O. A NO. 25/2026/EZ

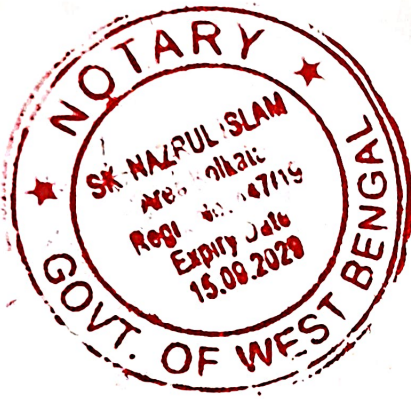
In the matter of :
Ankur Sharma

.....Applicant

-Versus-

State of West Bengal & Ors.

....Respondents.



COUNTER AFFIDAVIT ON
BEHALF OF RESPONDENT

NO. 12

Krishnendu Bera
Advocate, High Court, Calcutta
Mob: 9804470595 (M)
Email :
krishnendubera87@gmail.com