

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

78AB 106551



AGREEMENT FOR LEAVE AND LICENSE

THIS AGREEMENT IS EXECUTED AT KOLKATA ON THIS 1ST Day of OCTOBER, 2023.

BETWEEN

Mrs. REKHASINGH having PAN.NO.-(BHNPS5660M) wife of Mr. Niraj Gupta, Residing at C/O, Niraj Gupta, PS Magnum, Block-5 8A, VIP Road, Kaikhali, North, 24 Parganas, West Bengal-700052. hereinafter referred to as the Licensor (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his heirs, successors, executors, legal representatives and assigns) of the ONE PART.

N. S. SAHA
NOTARY
Kasthi Bhawan
1st Block, Gr. Floor
Bidhannagar, Kolkata
West Bengal

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Siddhanta Majumdar

13 OCT 2023



AND

QUAANT REALTY FINCON PRIVATE LIMITED. (PAN No-AAACQ9269J), present at DLF Heights, Tower C, Flat-023.Action Area -III. Matiaghata, North 24 Parganas, West Bengal-700135. hereinafter called and referred to as the **THE LICENSEE** (which terms or expression shall unless excluded by or repugnant to this subject or context be deemed to mean and include his Successor and / or Successors- in office and /or assigns)of the **OTHER PART.** Name of the Director is -**SIDDHARTHA MAJUMDER.** Having PanNo.-(ANRPM4091M)

QUAANT REALTY FINCON PRIVATE LIMITED. having signatory in the name of **WHEREAS:**

1. MR. SIDDHARTHA MAJUMDER (PAN NO- ANRPM4091M) Son of SAMIR KUMAR MAJUMDAR. Residing at DLF NEWTOWN HEIGHTS.TOWER-C, Flat No.-023.Action area 3. Akandakeshri. North 24 Parganas. West Bengal-700135.

WHEREAS:

The Licensor is owner of **ALL THAT** an office space measuring about 408 Square Feet (Carpet Area) Super Built up around 623 sq.ft. Unit no. 516 at the premises namely "PS ABACUS" lying and situated at Plot No. IID/31/1, in NH12, Action Area IIE, Newtown, New Town, West Bengal 700157, Police Station – New Town, District – North 24-Parganas, as details mentioned in the below Schedule to this instant Agreement, hereinafter referred to as the "office room" and/or "office unit", free from all encumbrances and liabilities whatsoever.

AND WHEREAS Licensee has requested to the Licensor to allow the Licensee to use his office room as temporary accommodation for office/commercial purpose only on leave and License basis for a period of Eleven months from this day that is from **1st day of OCTOBER 2023 to till 31st day of SEPTEMBER 2024** and thereafter it will be further renew for Next 11 months by mutual consent of both parties.

AND WHEREAS the Licensor has agreed to allow on Leave and License basis and grant the License to occupy and use the aforesaid office room in the said building on the following terms and conditions.

NOW THESE PRESENTS WITNESSETH AND the parties hereby agreed on the following terms and conditions: -

1. The Licensor hereby allow the Licensee on leave and license basis to use the said office unit belonging to the Licensor for the use and occupation of the Licensee for

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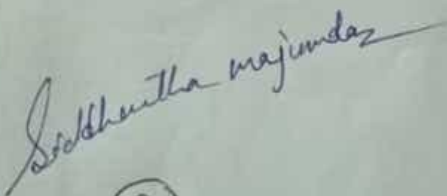
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Bikash Bhavan
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a period of Eleven months from the date of execution hereof in the first instance and thereafter eleven months renew the same on mutual consent with an escalation of rent @5%.

2. The Licensee shall pay to the Licensor a sum of Rs. **28,000/-** (Rupees TWENTY-EIGHT Thousand Only) as license fee payable by 7th day of each month which includes office unit rent, a Car parking space.
3. The Licensee has paid a sum of Rs. **56,000/-** (Rupees Fifty-Six Thousand only) to the Licensor as a security deposit in bank as an interest free security deposit and the aforesaid deposit of Rs. **56,000/-** (Rupees Fifty-Six Thousand only) shall be refunded to the Licensee after the expiry of the period of the agreement without any interest after adjusting/clearing all the dues with the Licensor by the Licensee.
4. The Licensee shall pay the electric charges on the basis of actual consumption of the electricity used by the Licensee in the aforesaid office room and the payment will be made on the receipt of the electricity bill raised by West Bengal State Electricity Board. Upon failure to make payment of the electricity bill, the Licensee hereby agrees and the Licensor hereby reserves its right to adjust payment from said security deposit on account of any outstanding dues for such electric charges.
5. The Licensee will pay the Maintenance Charges of the Said Unit as per Charged by the Association.
6. From 8th day of October 2023 to 8th day of October 2023 will be fit out period for this unit so The Licensor will not charge any rent for this period except maintenance Charges and electricity charges
7. The Licensee shall not use the licensed portion for any other purpose except for office purpose only.
8. All communications, notices between parties under this agreement may be sent by post or hand or mail delivered shall be given at the address mentioned herein above of the parties.
9. The Licensor and his authorized representative have the right to enter into and inspect the said office room given to the Licensee on Leave and license basis.



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10. The Licensee shall not cause any damage to the office room or cause any nuisance to the neighboring office rooms.
11. In the event if Licensee fails to pay the stipulated license fees, electricity charges on the due date or consecutively upto two months, and/or carry out any illegal/immoral activity, it shall be considered to be a "material breach" of the terms of this Agreement and in that event the Licensor shall be at liberty to terminate this agreement without any further notice and shall be at liberty to take possession of the office room with immediate effect.
12. The Licensor and Licensee shall not be held responsible for the loss of the property occurring due to natural calamities and unforeseen circumstances either theft or accident either earthquake, fire etc.
13. The Licensee undertakes not to cause any damage or defacement of the ceiling, walls or floor or the furniture and hand over the same at the time of the makeover possession of the office forthwith.
14. The Licensee under takes to vacate the licensed portion on expiry of the licensed period or earlier determination of the license, whichever is earlier, subject to two months' written notice or payment equivalent to two months' monthly license fees as well as all other outstanding charges as per the agreement.
15. The Licensee is strictly not allowed to operate any business which has direct or indirect relation with Call Center, Network Marketing, Money Laundering etc. at the aforementioned premises. Any type of illegal business activities will be treated as "material breach" and the Licensor reserves its right to terminate the License with immediate effect.
16. The Licensor does not allow the Licensee to take any type of license on the said premises except the Trade License Issued by the municipal corporation and GST No.
17. The licensee shall not be allowed in any event and/ or to make any addition or alteration in the said premises.
18. That the Licensee shall not be entitled to live at the said property.
19. That the Licensee shall not store nor keep any illegal goods including inflammable or combustible goods in the said premises

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B. N. SAHA
NOTARY
Bikash Bhayan
North Block, Gr. Floor
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20. That the Licensee will not use the premises for any immoral or illegal purpose.
21. If any illegal act or thing is done by the Licensee, he / she will be responsible for the same, and authority concern shall punish for the same, the owner/ Licensor will not be responsible for the same.
22. That all the Sanitary, Electrical fittings, Furniture & fixtures in the premises shall be restored in original condition by the Licensee to the Licensor at the time of handing over the possession subject to natural wear and tear.
23. The day-to-day minor repairs and maintenance of the Office room shall be carried by the Licensee at their own cost.
24. Excluding any material breach, on breach of any of the other terms to this agreement the Licensor reserves its right to terminate this License by giving 30 days' written notice.
25. It is agreed that by these presents the Licensee does not acquire any right, title or interest in the said office room in any manner whatsoever and would occupy the said office room during the continuation of this agreement as a mere Licensee. It is hereby unequivocally understood between the parties that this license shall neither be construed as tenancy nor lease agreement in favour of the Licensee. This arrangement is purely a temporary agreement to allow the Licensee in the aforesaid portion of the premises for the use and occupation under the control and supervision of the Licensor.
26. The Licensee shall not be entitled to mortgage, transfer, sub-let, assign or part with possession of the said premises and/or transfer or assign the interest therein with respect to the said premises or any part or portion thereof.
27. The Licensor must handover the property in cleaned, with good order and condition to the Licensee at the time of the makeover possession of the office forthwith.
28. At the expiry of the term of this License or earlier termination thereof the Licensee shall quietly yield up and surrender unto the Licensor the said premises in as good order and condition as when received, reasonable wear and tear expected.
29. All disputes, differences and questions of any nature which at any time arise between the parties to this Agreement shall be subject to the exclusive jurisdiction of the Courts at Kolkata only.

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Bidhartha Majumder

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B. N. SAHA
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THE SCHEDULE REFERRED TO ABOVE

ALL THAT an office space measuring about 408 Square Feet (Carpet Area) Super Built up around 623 sq.ft. Unit no. 516 at the premises namely "PS ABACUS" lying and situated at Plot No. IID/31/1, in NH12, Action Area IIE, Newtown, New Town, West Bengal 700157, Police Station – New Town, District – North 24-Parganas.

IN WITNESS WHERE OF The parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED
By the parties at Rajarhat, Newtown Kolkata

1.

MRS. REKHA SINGH.

(Signature of the Licensor)

2.

Siddhartha Majumder
MR. SIDDHARTHA MAJUMDER.
(QUAANT REALTY FINCON PRIVATE LIMITED)

(Signature of the Licensee)

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Signature Attested by
me on identification

B. N. SAHA
Notary

In presence of Witness

1.

2.

B. N. SAHA
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Bikash Bhawan
North Block, Gt. Floor
Bihannagar, Kolkata
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