



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

LEAVE & LICENSE AGREEMENT

THIS AGREEMENT of 'LEAVE & LICENSE' made this at Kolkata on 15th MARCH, 2023 Between MR. TANUJ SARAF S/O RUP CHAND SARAF AGED:37 YEARS, residing at 2A, ALIPORE AVENUE, SHREE APARTMENTS, 2ND FLOOR, KOLKATA-700027 AND having PAN CARD NO:- BEWPS0989D (hereinafter called the 'LICENSOR' which expression shall, unless excluded by or repugnant to the context include their heirs, successors, executors, administrators, legal, representative and assignees) of the 'ONE PART'

And

Mrs. NIRU DINESH TANWAR, W/O DINESH TANWAR, Aged: 45 Years, Occupation: Business, HINDU by religion, and having her contact address at KALPATRU SRISHTI BUILDING NO. 336, FLAT NO. 803, 8TH FLOOR SRISHTI SECTOR 3, MIRA ROAD EAST, MIRA ROAD, MIRA- BHANDER, THANE MAHARASHTRA-401107 Having AADHAR CARD NO: 293209224814 and having the PAN CARD NO: ADRPT1353K as (hereinafter called the 'LICENSEE' which expression shall include his heirs, successors, executors, administrators, legal representative and assignees) on the 'OTHER PART'.

Whereas the licensor herein is well and sufficiently entitled to and is the absolute and lawful owner of the room no-510 measuring about 258 sq. ft. on the 5th floor of premises no. 18, Rabindra Sarani (Poddar Court) Kolkata-700001 herein after refer to as the said room/unit/office.

Tanuj Saraf
i. K. Datta
Notary
Regn. No.:1101/98
C.M.M.'s Court
2 & 3, Bankshall Street
Calcutta - 700 001

Niru D Tanwar

20 MAR 2023

52660

No.....
Of.....
Rs.....
SUBHASREE MUKHERJI
LICENSED STAMP VENDOR
9, India Exchange Place,
(Basement) Kolkata-700007
Date..... Sign.....

Tanuj Sanyal No. 19

2A Kripore Ave
1cat-2)



14 MAR 2023

14 MAR 2023

14 MAR 2023

That this license agreement shall remain locked for a period of Six months from the date of its commencement and the Licensee hereinafter are bound to continue with it for this lock period i.e. from 15/03/2023 to 14/09/2023 and The Licensor are restricted from asking the Licensee to vacate the office room before the license period provided the Licensee keeps paying the license fee in time and follows the other terms and conditions properly.



The Leave & License agreement shall be for the limited period of eleven months only and on the expiry of the said period the License shall quite & vacate the said room make over vacant & peaceful possession thereof to the Licensor without any objection whatsoever.

That the said premises is let out to be used for the purpose of **OFFICIAL USE** only.

That The License shall not carry out any permanent structural additions to the building layout without the consent of the Licensor. The Licensor shall keep and maintain the entire furniture and fitting therein good state and condition and shall not cause any damage thereto and shall not alter or remove any part of the said furniture and fittings from the said room. In the event of any damage the License shall get it repaired.

The License shall not keep any hazardous or inflammable items/goods etc. in the said premises which is prohibited by the Law.

That the License shall not create any kind of nuisance/annoyance or hindrance in the said premises or it's surrounding neighborhood and society -Association's norms, rules and regulation will be binding to the Licensee and its Occupants and the Licensor will be entitle to take the possession immediately back from the license without any prior notice, if the said society or any of the surroundings neighbor gives any written complain.

That the Licensor or his agent are empowered to enter upon the described premises as and when necessary with the prior approval from the Licensee or in his presence.

That the Licensee shall bear the current day-to-day minor repairs and maintenance of the said premises.

That the licensee shall maintain and upkeep the said office space, walls, floors, electrical lines in good condition and cost of repairs if any shall be borne by licensee.

If that Licensee fails to comply on any of the terms mentioned in this Agreement Licensor shall have the right to terminate this Agreement by given One(1) months notice to the Licensee and the Licensee shall be liable to hand over the vacant and peaceful possession back to the Licensor.

The Licensee agrees and undertakes that on the expiration of the said period of the Agreement the Licensee shall forthwith remove his things and articles from the said room and deliver vacant and peaceful possession thereof to the licensor. If the Licensee fails to do so the licensor shall be entitled to put its own lock on the said room and prevent the Licensee from entering the room or using or occupying the same and the Licensee shall not cause any hindrance or obstruction in the Licensor taking possession of the said room on the expiry of the Licensee period.

Tamij Saraf

Niraj A. Tamim

K. Datta
Notary
Regn. No.: 1101/98
C.M.M.'s Court
2 & 3, Bankshall Street
Calcutta - 700 001

20 MAR 2023

And whereas at License herein has requested the Licensor to allow the Licensee to occupy and use temporarily for period of 11 (eleven) months starting from 15TH MARCH 2023 to 14TH FEBRUARY 2024, the office space no- 510 measuring 258 sq. ft. at the 5th floor of the building situated at the premises No. 18 Rabindra Sarani (Poddar Court), Kolkata-700001 hereunder written on leave and Licensee basis for his business purpose only.

THAT THE 'LICENSOR' hereby allows the 'LICENSEE' to use the following described premises bearing Commercial Office Space Located at PODDAR COURT, NO.18, RABINDRA SARANI, 5TH FLOOR, GATE NO-1, ROOM NO.510 Kolkata - 700001. (Hereinafter referred to as the said premises):

Whereas it has been agreed the Licensee shall (with the Leave and License of the Licensor) use the licensed Premises upon the terms & conditions contained herein.

NOW THE DEED WITNESSTH AS FOLLOWS:

LICENSE FEE:

That the Licensee shall pay to the Licensor of the premises, the license fee of **RS.27000/-** (in words **Rupees Twenty seven Thousand Only**) per month from **M/S ADITYA REALTY** in which she is PROPRIETOR, payable in advance on or before 20th day of day each English Calendar Month for which it will become due payable, failing which this agreement will be terminated by the LICENCOR.

DEPOSIT:

The License has deposited with the Licensor a non-interested bearing refundable security of **RS.81000/-** (**Rupees Eighty One Thousand Only**) before possession and which will be refunded by the Licensor against vacating the premises and clearing all the outstanding towards Electricity, and other deductions as the licensor shall be entitled to, including costs of damages, etc.

OTHER CHARGES

ELECTRICITY:

That the Licensee shall be liable to pay all electric charges separately as per the bill of the said office space no- 510 at the 5th floor of the building situated at the premises no.18, Rabindra Sarani Kolkata-700001, within its due date failing which the licensor will have the option of terminating this agreement of leave and license. This will be Exclusive of the License fees.

PERIOD:

That the Leave & License Agreement is granted for a period of Eleven (11) months commencing from 15th day of MARCH, 2023 and ending on 14th day of FEBRUARY, 2024. The License fee stands from the date commencement.

NOTICE PERIOD:

TWO (2) month's notice from either side will be sufficient to terminate this agreement, and on such termination, the Licensee will hand over the vacant possession of premises back to Licensor.

Tanuj Saraf

Niraj Kumar

P. K. Datta
Notary
Regn. No.-1101/98
C.M.M.'s Court
2 & 3, Bankshall Street
Calcutta - 700 001

27 MAR 2023



That the Licensee shall not sub-License, assign or sublet any part or whole of the said premises to anybody during the license period.

It being the express intention of both the parties that this is purely a leave and license Agreement and nothing herein contain shall constitute any tenancy or sub-tenancy between the licensor and the licensee.

The licensee will be at liberty to provide such fixtures and fitting etc, and the Licensee will have the right to remove those fittings, fixtures etc provided the licensor will have no claim on them.

On the expiry(unless renewed) or sooner determination of this Agreement to remove itself and office entitled to use the said premises in terms of this Agreement from the said premises and also to remove all their furniture and other articles and things brought in or up to the said premises by the Licensee in pursuance of this Agreement and to ensure to return the said premises to the Licensor in the same state and condition(subject however to any improvement made with the consent of the Licensor and reasonable wear and tear) as they were on the date of this Agreement.

That the original copy of this Agreement will be retained by the Licensor.

That Licensor hereby warrants to the licensee that they are the member of the said society/association and are entitled to enter into and execute this agreement. The Licensor further warrants there are no outstanding payments or taxes required to be made to the society/association or to anybody or authority or any proceedings pending in connection with the ownership or otherwise of the said premises.

The terms of this Agreement shall not be altered or added to nor shall anything be omitted from this agreement except by means of an Agreement in writing duly signed by the parties here to.

That the Licensee shall not carry out any antisocial activity, offensive/illegal trade or business prohibited under the prevailing Act of Law. The Licensee shall be entitled to use the licensed premises for lawful purpose only.

The Licensee here by agrees to indemnify and keep indemnified the Licensor against any loss, damage (immediate, remote or consequential), action, claim, suit, proceedings, cost, charges and expenses arising out of any cause attributable to the Licensee of the said premises, or any breach and/or violation of any of the terms and condition contained herein to be observe and perform by the Licensee.

In witness thereof the Licensor and the Licensee have signed this 'Leave and Licensee Agreement' on the above referred date in the presence of the following witnesses:-

Licensor: *Tanuj Saraf*

Licensee: *Nirav D Tanwar*

Witnesses:

1) *Gorind Tanwar*

13, B.S. Gola Lane Howrah - 1

Gorind Tanwar

[Signature]

2) *Dinesh Tanwar*

*336/803 Kalpataru Srishti
Mira Road - Mumbai - 401107*

P. K. Datta
Notary
Regn. No.: 1101/96
C.M.M.'s Court
2 & 3, Bankshall Street
Calcutta - 700 001

Signature Attested by the
Identification of Advocate

[Signature]

P. K. DATTA
Notary

20 MAR 2022

[Signature]
Enrollment No. F-6322863
Advocate

