



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AP 062020

LEAVE AND LICENSE AGREEMENT

THIS LEAVE AND LICENSE AGREEMENT executed on the 24th DAY of March 2023

BETWEEN

Mr. Ram Phool Jaiswal son of Late Hira Lal Jaiswal by faith Hindu, by occupation-Business in Kolkata, adult Indian inhabitants, residing at 59, Chinar Park ,Kolkata-700157. The said persons are hereinafter referred to as the "LICENSORS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his successors, heirs, administrators and permitted assigns) of the FIRST PART.

-AND-

Mr Subham Dhanuka, son of Late Suresh Kumar Dhanuka, by faith Hindu, by occupation-business in Kolkata, adult Indian inhabitants, residing at Club Town Block 5 Flat 3A, VIP Road, Teghoria, Kol-700052 Hereinafter referred as "THE

Ram Phool Jaiswal

Subham Dhanuka

LICENSEE" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his successors, heirs, administrators and permitted assigns) of the SECOND PART

WHEREAS the Licensors are the true, lawful and absolute owners of the property – Mezzanine floor , 59,Chinar Park Road-Kol-700157 admeasuring more or less 150 sq.ft ("**Property**").

WHEREAS on being approached by the Licensee, the Licensors, being the owner and landlord of the Property have agreed to granted use & occupation in respect of the Property to the Licensee and the Licensee has agreed to take the same, completely on temporary basis for a period of 11 (eleven) months on Leave and License basis under the following terms and conditions ("**License**"):-

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. This License has deemed to have commenced on and from 1st April, 2023 for a period of 11 months only.
2. The license fee at the end of each term of 11 months shall increase by 10% (ten percent) for successive two terms after which it will be mutually renewed for further years as and when agreed between both parties.
3. That the Licensee will be in use and occupation of the said Licensed Property completely on temporary basis for his office purpose . That the Licensee will not do or permit to be done anything which will cause any disturbances, illegal, nuisance or any sound pollution to the other residence & office users including neighbors of the said premises.
4. The Licensee will leave/vacate the said licensed Property in favour of the Licensor or his men/representative etc in good and habitable condition without any damage upon expiry or termination of this License Agreement.
5. That the Licensee will not be entitled to sublet, transfer, assign or part with possession of the said licensed space or any part thereof to any third party in any manner whatsoever.
6. The Licensee shall be remodel the premises as per their requirements, specifications and instructions ,however the Licensee shall be responsible for all internal repairs and including repair of all electric wiring, fittings, etc. and shall keep the said Licensed space in good and habitable condition;
7. That the Licensee will not keep/store any illegal goods/objectionable/obnoxious/dangerous/hazardous goods and/or articles etc in this said licensed space or any portion thereof.
8. That the monthly license fee including maintenance of this Licensed space is Rs 8000/- only (Rs Eight Thousand only) and Payment shall be paid in advance within the 10th day of every month via Cheque or electronic transfer to the bank account of the Licensor ("**License Fee**"). In the event of the Licensor's death the

Ram Prasad Jaiswal

Subham Dhanuka

license fee shall be payable by the Licensee on the same terms and conditions of this agreement to their successors/legal heirs/administrators.

9. Apart from the said monthly License Fee, the Licensee will also bear the monthly electric charges and other utility bills from the date of the handover of the keys in respect to the said premises.
10. That as this is an agreement of Leave and License as such no provisions of the West Bengal Premises Tenancy Act 1997 with latest amendment thereof, if any, is applicable in this case.
11. That on signing this agreement the Licensor confirms and acknowledges the receipt of the Security Deposit (Interest free deposit) against this said licensed Property from the Licensee a sum of Rs. 16000/- (Rs Sixteen thousand only) and one months advance rent i.e, Rs, 8000/- paid via electronic transfer on 23rd March 2023 ,user reference number being 308121126031.
12. The security deposit will not be adjusted with the last month rent, but will be returned after deduction of any unpaid electricity bills or any other damages or outstanding charges.
13. That on completion of this agreed period the Licensee will surrender the peaceful vacant and Khas possession of the said licensed space in favour of the Licensor or his men/representative etc in good and habitable condition with all fittings as provided without any damage thereafter and the Licensor will thereafter return the said Security Deposit to the Licensee after due verification and deductions (if any) without any interest forthwith.
14. Both the parties shall be entitled to terminate the License during the period of this License by giving one Calendar Months' Notice to the Licensor post expiry of first term of 11 months and in that event the Licensee shall hand over khas, peaceful and vacant possession of the said first to the Licensor in terms of the said Notice.
15. The Licensor shall not be in any way responsible for any loss, damage or pilferage of the goods or articles belonging to the Licensee which may be brought into and stored in the Licensed space and the Licensee shall keep their goods, articles and things at his sole risk and responsibility in the licensed space
16. The Licensor and / or his agent or agents shall have the liberty to inspect and the said Licensed space at all reasonable time during the day time with prior information to the Licensee.
17. Notwithstanding anything stated herein, it is hereby expressly agreed that this Agreement shall stand automatically revoked/terminated if the Licensee becomes insolvent or is accused of any offence under Indian Penal Code.
18. In the event the Licensee is committed any breach of any of the terms and conditions of this License Agreement like delay in paying the rent for beyond 30 days, or any other breaches or any harm or nuisance, then, notwithstanding that the period of the License may not have expired, the Licensor shall be entitled to

Ram Prasad Jaiswal

Sukon Danda

revoke the License hereby granted & Licensee will vacate the said Licensed space and handover khas peaceful and vacant possession to the Licensor.

19. That the Licensor shall pay the maintenance charges for the aforesaid Property during the period of subsistence of License and/ or possession of the same by the Licensee.

20. This License Agreement is subject to Kolkata jurisdiction;

IN WITNESS WHEREOF, the PARTIES hereto have executed this LEAVE AND LICENSE AGREEMENT in the presence of the Witnesses attesting hereunders:-

WITNESSES:-

1

Ram Prasad Jaiswal
LICENSOR

2

~~AA~~

Subham Dhanu
LICENSEE

ANIRIKSH GUPTA

(CLUB TOWER BL-4/2F

VIP RD, KOL-52)