

भारतीय गैर न्यायिक

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TEN  
RUPEES  
Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

72AB 376103

LEAVE AND LICENSE AGREEMENT.



THIS LEAVE AND LICENSE AGREEMENT ('Agreement') made this 1<sup>st</sup> day of April, Two thousand and Twenty Three of Christian Era BETWEEN

1) SRI PRAVEEN KUMAR JHA, PAN No. ACIPJ7208B, Aadhaar No. 535390174724, son of Sri RAMESH CHANDRA JHA, by faith Hindu, by occupation Business, by Nationality Indian, residing at P -184, BLOCK - B, LAKE TOWN, KOLKATA - 700089, P.S. - LAKE TOWN, hereinafter unless otherwise designated called "the LICENSOR/FIRST PARTY" (which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the ONE PART

AND

2) SRI MAHESH KUMAR KABRA, PAN No. AFJPK8398B, Aadhaar No. 309800892757, son of Late Brij Mohan Kabra, by faith Hindu, by occupation Business, by Nationality Indian, residing at P-1A, BLOCK-B, 2<sup>nd</sup> FLOOR, LAKE TOWN, KOLKATA - 700089, P.S. - LAKE TOWN, in the District of North 24 Parganas, hereinafter called the LICENSEE/SECOND PARTY (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs executors administrators and legal representatives) of the OTHER PART;

Praveen Kumar Jha.

Mahesh Kumar Kabra

- 1 APP. 2023

REKHA TEWARI  
NOTARY  
Regn. NO.- 10208/13  
C.M.M's. Court  
Kolkata - 700 001

KOLKATA - 700 001





**WHEREAS** Licensor/First Party is the sole and absolute owner of the covered area measuring an area of **132 square feet** super built up area be the same a little more or less on the Ground floor of the building commonly known as "PODDAR PLANET" at "P-245, BLOCK - B, LAKE TOWN, KOLKATA - 700089", P.S. - Lake Town in the District of North 24 Parganas, (fitted with modern fittings and fixtures. More specifically described in **Schedule A**) as fully described in the Schedule below hereinafter called the '**Said Premises**';

**AND WHEREAS** the Licensee/Second Party approached the Licensor/First Party for grant of license in respect of the said covered area measuring an area of 132 square feet super built up area be the same a little more or less a little more or less on the Ground floor of the building commonly known as "PODDAR PLANET" at "P-245, BLOCK - B, LAKE TOWN, KOLKATA - 700089", P.S. - Lake Town in the District of North 24 Parganas as fully described in the Schedule below for the purpose of running an "Office" of the Licensee/Second Party for a period of eleven (11) months commencing from **1st day of April, 2023** to **last day of February, 2024**;

**AND WHEREAS** the Licensor/First Party has agreed to grant license of the said covered area measuring an area of 132 square feet super built up area be the same a little more or less on the Ground floor of the building commonly known as "PODDAR PLANET" at "P-245, BLOCK - B, LAKE TOWN, KOLKATA - 700089", P.S. - Lake Town in the District of North 24 Parganas as fully described in the Schedule set-forth hereunder in compliance with the proposal of Licensee/Second Party at a monthly License Fee of **Rs. 8,000/- (Rupees Eight Thousand Only)** per month payable according to English Calendar month on the terms and conditions as set-forth below to which the Licensee/Second Party has agreed;

**AND WHEREAS** to avoid future dispute between the parties hereto, the parties now find it expedient to have a Leave and License Agreement embodying the terms and conditions herein below agreed by the parties hereto;

**NOW THIS LEAVE AND LICENSE AGREEMENT WITNESSETH** that in pursuance of this Agreement the parties hereby covenant and agree with each other to abide by the followings:-

*Pawan Kumar Jha.*

*Rekha Tewari*

- 1 APR. 2023

**REKHA TEWARI**  
**NOTARY**  
Regn. No. - 10288/13  
C.M.M's. Court  
Kolkata - 700 001





TERMS AND CONDITIONS

1. That the Licensor/First Party doth hereby demise unto the Licensee/Second Party All That portion of said covered area measuring an area of 132 square feet super built up area be the same a little more or less on the Ground floor of the building commonly known as "PODDAR PLANET" at "P-245, BLOCK - B, LAKE TOWN, KOLKATA - 700089", P.S. - Lake Town in the District of North 24 Parganas as fully described in the Schedule below TO HOLD the said premises unto the Licensee/Second Party for the period of 11 (eleven) months commencing from the 1st day of April, 2023 to last day of February, 2024 yielding/paying therefore during the said period at a monthly License Fee of Rs, 8,000/- (Rupees Eight Thousand Only) payable within the 7<sup>th</sup> day of each and every current month in advance for which the License Fee is due and payable against proper License Fee receipt.
2. It is specifically agreed that if default is made in payment of License Fee for any two consecutive months by the Licensee/Second Party, then on each such default it shall be lawful for the Licensor/First Party in addition to or in the alternative to any other remedy that may be available to Licensor/First Party at its discretion, to eject the Licensee/Second Party from the said premises hereby demised and to take possession thereof as Licensor/First Party thereof, PROVIDED ALWAYS that a notice in writing shall be given by the Licensor/First Party to the Licensee/Second Party of its intention to take possession of the same but if the arrears of License Fee are paid within seven days from the services of such notice then the Licensor/First Party shall not be entitled to take possession of the said premises. Under no circumstances the Licensee/Second Party can claim adjustment of License Fee from the security deposit. The Security deposit will be refunded only on surrendering the License unto the Licensor/First Party by the Licensee/Second Party.
3. That the above said License Fee excludes the Electricity charges. The Licensee/Second Party shall be provided with a meter/sub-meter by the Licensor/First Party in respect of said premises hereby licensed out. The Licensee/Second Party shall pay electricity charges to the Licensor/First Party month by month according to the meter reading of the said meter/sub-meter. For default in payment of electricity charges, the Licensor/First Party reserves the right of disconnection of

Praveen Kumar Sha.

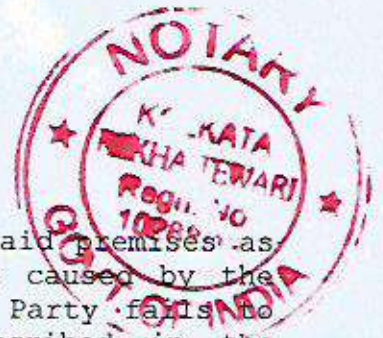
Dr. Rekha Tewari

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- 1 APR 2023

REKHA TEWARI  
NOTARY  
Regn. NO. - 10288/13  
C.M.M's. Court  
Kolkata - 700 001





the cost of damage materials relating to the said premises as per as current market rate, if any damage is caused by the Licensee/Second Party. If the Licensee/Second Party fails to restore the normalcy the said premises described in the Schedule hereunder by replacing those damaged materials, in that event the Licensor/First Party shall adjust all the cost of damaged materials, repairing works, repairing periods License Fee, cost of outstanding electric and telephone bills from the Security deposit of the Licensee/Second Party. After fulfillment of all adjustment the balance of the security deposit will be returned to Licensee/Second Party without any interest and there will be reasonable delay in refund.

19. The Licensee/Second Party shall permit the Licensor/First Party or its authorized representative to enter the demised premises during reasonable working hours of the day for inspecting the premises provided 24 hours notice is given by the Licensor/First Party.
20. It is specifically provided that one (1) month before the expiry of the period of the License, the Licensor/First Party shall serve notice upon the Licensee/Second Party asking him to quit and vacate the premises on proper time.

In case of earlier termination of License by the Licensor/First Party for breach of any term of this lease by the Licensee/Second Party, the Licensor/First Party shall be required to serve 1(one) month notice upon the Licensee/Second Party asking him to quit and vacate the premises in terms of the said notice.

In case of earlier determination of license by the Licensee/Second Party, he will serve notice upon the Licensor/First Party two (2) month before he quits and vacates the premises.

In all the above cases, the Licensor/First Party, after fulfillment of all adjustments mentioned above, shall return the balance of the security deposit unto the Licensee/Second Party when the Licensee/Second Party leaves and vacates the Premises in favour of the Licensor/First Party.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT portion of covered area measuring an area of 132 square feet super built up area be the same a little more or less on the Ground Floor of the building commonly known as "PODDAR PLANET" at

Praveen Kumar Das.

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Maharaj...

**REKHA TEWARI**  
NOTARY  
Regn. No. - 10288/13  
C.M.M.'s. Court  
Kolkata - 700 001

- 1 APR 2023





"P-245, BLOCK - B, LAKE TOWN, KOLKATA - 700089", P.S. - Lake Town in  
the District of North 24 Parganas.

IN WITNESS WHEREOF THE PARTIES HERETO BOTH HEREUNTO PUT AND  
SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR FIRST  
ABOVE WRITTEN.

SIGNED AND DELIVERED

By the LICENSOR/FIRST PARTY

SRI PRAVEEN KUMAR JHA  
At Kolkata

*Praveen Kumar Jha.*

In the presence of:

1. *Chandra kumar Jha.*  
*South Shanti Nagar, Arbind Nagar*  
*Bally, Howrah - 711206.*
2. *Sahel Dalal*  
*1, Lal Bahadur Sastri, 1st Lane, Kol-78.*

SIGNED AND DELIVERED

By the LICENSEE/SECOND PARTY

SRI MAHESH KUMAR KABRA  
At Kolkata

*✓ Mahesh Kumar Kabra*

In the presence of:

1. *Chandra kumar Jha.*
2. *Sahel Dalal*  
*1, Lal Bahadur Sastri, 1st Lane, Kol-78.*

Identified by Me  
Himadri Chakraborty  
*Himadri* Advocate  
Enrollment No. WB/154-A/199  
C.M.M Court, Kolkata

ATTESTED SIGNATURE ONLY  
BEFORE ME ON IDENTIFICATION

*Rekha Tewari*  
REKHA TEWARI  
NOTARY

1 APR 2023

1 APR 2023

REKHA TEWARI  
NOTARY  
Regn No. - 10286/13  
C.M.M's. Court  
Kolkata - 700 001