



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL 43AB 953928

**LEAVE AND LICENCE AGREEMENT**

**THIS DEED OF LEAVE and LICENCE** is made on this 1<sup>st</sup> day of March, 2020 (Two Thousand and Twenty) .

**BETWEEN**

**Dr. Jayanta Kumar Nath S/O Sri Joy Gopal Nath and Dr. Gautami Nath W/O Dr. Jayanta Kumar Nath , both residing at C-41 , Jalvayu Vihar , Sector -III ,LB Block , Saltlake , Police Station Bidhan Nagar (S) , Kolkata-700089, Having its Income Tax PAN No. ABRPN2467Q and AFMPN9609R , hereinafter called and referred to as the "LICENSOR" (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successor-in-office and assigns) of the ONE PART ;**

**Mr. Anurodh Jalan S/O Sri Bimal jalan , Residing at Poddar Vihar , Flat No.-99 A04 ,Building 137 , V.I.P.Road , Kaikhali , Near B.P.Poddar Institute management and Technology , Rajarhat Gopalpur (M) , Kolkata Airport , North 24 Paraganas , Kolkata -700052 , having its Income tax Pan No.AOGPJ0551F , by faith Hindu , by Occupation -**

Jayanta Kr. Nath

Gautami Nath

KAMAL KUMAR PAUL  
NOTARY GOVT. OF INDIA  
Regd. No. 270010  
C.M.M's Court  
2 & 3 Bankshall Street  
Kolkata-700004

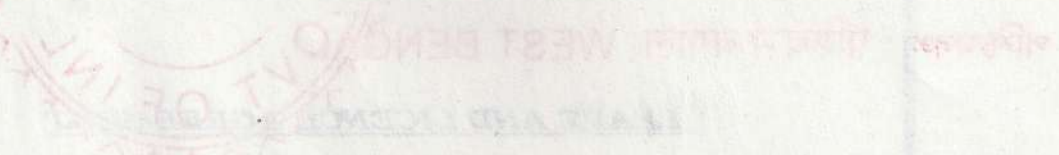
Anurodh Jalan

24 FEB 2020

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S. NO.	.....
NAME	.....
ADD.	.....
AMOUNT	.....
<b>14 FEB 2020</b>	
SOUMITRA CHANDA Licensed Stamp Vendor 8/2, K. S. Roy Rd., Kol-1	

A. K. SARKAR (Adv.)  
C.M.M. Court  
Kol - 01



BETWEEN

Dr. Jayanta Kumar Nath & Dr. Gourang Nath  
 W/O Dr. Jayanta Kumar Nath, both residing at C-11, Sector-11, Kolkata  
 Sector-11, Kolkata, Police Station Bidhan Nagar, Kolkata  
 versus  
 Mr. Anurodh Jain & Dr. Binod Jain, Residing at Poddar Park, Flat No-27, 1st  
 Building, V.V. Road, Kankaria, West B.N. P.O. Bidhan Nagar, Kolkata  
 Technology, Bidhan Nagar, Kolkata-700025, by the undersigned, Advocate  
 Mr. Anurodh Jain & Dr. Binod Jain, by the undersigned, Advocate

24 FEB 2020

KAMAL KUMAR DALLI  
 ADVOCATE  
 Regd. No. 17004  
 C.M.M. Court  
 2 & 3, Bidhan Nagar  
 Kolkata-700025

Signature

Business, hereinafter called and referred to as the "**LICENSEE**" (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successor-in-office and assigns) of the **OTHER PART**.

**WHEREAS** the Licensor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the office space admeasuring 449 Square feet on the 5th floor being Office No. 515B in PS 'Qube, 5th Floor, New Town Road, the plot no.IID/31/1 in Street no.1111( Major Arterial Road ) within AA -IID of New Town, Kolkata-700156, described in **SCHEDULE "A" (Premises)** within police station Rajarhat hereinafter referred to as the said **DEMISED PREMISES**.

**AND WHEREAS** the Licensee on being satisfied upon necessary inspection of the proposed Licensed Premises that it could fulfil their requirements appropriately has approached the Licensor and requested them to allow the Licensor to conduct its normal business at the fifth floor being Office No. No. 515B in PS 'Qube, 5th Floor, New Town Road, the plot no.IID/31/1 in Street no.1111( Major Arterial Road ) within AA -IID of New Town, Kolkata-700156, , admeasuring approximately 449 Square feet of super built area of the Licensor for the term of 11 months on certain regulations and conditions mutually agreed between the parties herein.

**AND WHEREAS** The Licensor hereby grants into Licensee and the Licensee hereby takes on lease and the said leased premises for running their normal business operations for a period of 11 Months commencing from **1st March 2020 and ending on 31st January, 2021**.

**AND WHEREAS** The licensee shall use the leased premises for carrying on their lawful business operations and nothing else and in order to avoid future confusion and for the sake of transparency, the parties considered it expedient and necessary that a proper indenture be executed between them under certain terms & conditions.

This Lease will commence and / or shall be deemed to have commenced from **1st March, 2020**.

Jayanta Kr. Maiti

Gautami Nath

Anurodh Jalam

KAMAL KUMAR PAUL  
NOTARY GOVT. OF INDIA  
Regd. No. 2760/64  
C.M.J's Court  
2 & 3 Bankshall Street

24 FEB 2020

**NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**



**1.1 Grant:** The Licensor hereby grants and the Licensee hereby accepts the Demised Premises (the "**Leave and Licence**").

**1.2 Period:** The Leave and licence shall be for a period of **11 Months** commencing on **1st March, 2020** and expiring on **31st January, 2021**. Be it specifically stated here that after expiry of aforesaid period there may be renewal of leave and licence subject to increment of 5% on rent plus maintenance and if not renew then the Licensee shall hand over vacant possession of the demised premises to the Licensor.

**1.3 Lock In Period:** There will be a lock in period of 6 months, during which the Licensee will not vacate the premises and if for any reason whatsoever the licensee wishes to vacate the demised premises prior to expiry of period of 11 months, then Licensee will pay demurrage rent for the remaining period of lock in period and the same is applicable for the Licensor.

**1.4 Licensee Fee :** The Licensee shall pay to the Licensor monthly Licensee fee of **Rs. 18,000/-** (Rupees Eighteen Thousand only) per month plus G.S.T. as applicable for the **first 11 months**, if applicable if any payable by the Licensee to the Licensor in advance on or before the **7th day** of every current English calendar month for which it becomes due and payable without any delay or default and / or any deduction. Further electricity and other charges directly paid to the association.

**1.5 Possession:** The Licensor shall hand over the Licensee on the day of signing of this Agreement along with the receiving of Security Deposit amount by Cheque. During the subsistence of the Lease, the Licensee shall be exclusively entitled to use, occupy and enjoy the Demised Premises. **The commencement of rent will be from 1st March, 2020.**

**1.6 Security Deposit:** The Licensee has deposited with the Licensor a **sum equivalent to** i.e. Rs. 54,000/- (Rupees Fifty Four thousand Only), as an interest free refundable Security Deposit. The said amount of such Security Deposited shall be refunded by the Licensor to the Licensee simultaneously with the handing over possession of the Demised Premises by the Licensee to the Licensor at the expiry of

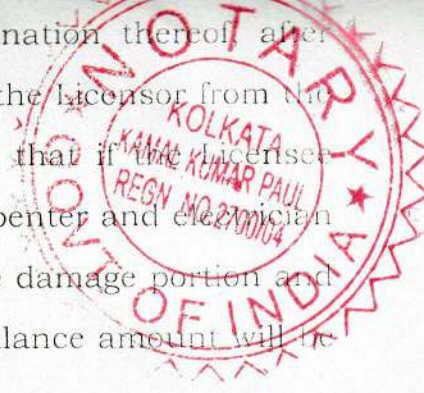
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the term of the Lease, or the sooner termination or determination thereof, after deducting there from any amount lawfully due or receivable by the Licensor from the Licensee under this Leave and Licence. Be it mentioned here that if the Licensee damages any portion of his occupation in that case mason, carpenter and electrician will be appointed and they will assess a reasonable value of the damage portion and said amount will be deducted from the Security Deposit and balance amount will be refunded by the Licensor to the Licensee, if any.



**1.7 Municipal Taxes etc. :** In respect of or pertaining to the Demised Premises, the Licensor shall pay all property taxes, levies, duties and/or impositions including municipal rates etc. The monthly rent hereby reserved has been agreed by the parties to be inclusive of the same. PROVIDED HOWEVER THAT if any new tax or levy is imposed on or in relation to the Demised Premises after the signing of this agreement, by any new enactment, introduced and/or made after the execution of these presents, relating to the Rajarhat Gopalpur Municipal Corporation, Land & Land Reforms Department of the Government of West Bengal, the Calcutta Improvement Trust, the KMDA, the authorities relating to Building Tax, Urban Land Tax, Promoters Act and/or other immovable property related authorities or bodies, the occupier's share thereof shall be payable by the Licensor.

### **SCHEDULE "A"**

**ALL THAT** the pieces and parcels of land containing by ad-measurement an area of 1 Acres ( Equivalent to 4046.6 sq. Meters ) be the same a little more or less, all lying and situated at and being plot no.IID/31/1,in Street no.1111 ( Major arterial Road ) , within AA-IID , Situated at New Town , Mouza – Noapara , J.L No.11 , Police Station – Newtown , District – North 24 paraganas i **TOGETHER WITH** the new made building namely **PS-Qube** consisting of Basement, Ground plus Eleven upper floors, situated at New Town Road, Mouza – Noapara, Kolkata – 700 156

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Gautami Nath

Anurodh Jalam

KAMAL KUMAR PAUL  
NOTARY GOVT. OF INDIA  
Regd. No. 2700/04  
C.M.M.'s Court  
2 & 3 Bankshall

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**SCHEDULE "B"**  
[Demised Premises]



**ALL THAT** the Office Unit No. **515B** on the 5th floor of the building commonly known as "**PS-QUBE**" constructed at the Premises (more fully and particularly mentioned and described in **SCHEDULE "A"** hereinabove written) containing by admeasurement an aggregate area of 449 Square Feet super built-up area be the same a little more or less and delineated in **RED** borders in the map or floor plan annexed hereto.

**SCHEDULE "C"**

[Terms and Conditions of Lease]

**COVENANTS OF THE LICENSEE :**

**Rent :** The rent will commence from 1st March, 2020 and the Licensee shall pay to the Licensor monthly Licensee Fee of **Rs. 18,000/-** (Rupees Eighteen thousand only) per month plus G.S.T. as applicable if any is payable by the Licensee to the Licensor in advance on or before the **7<sup>th</sup> day** of every current English calendar month for which it becomes due and payable without any delay or default and / or any deduction or abatement except deduction of Tax at Source in accordance with the applicable provisions of law and pay interest at the rate of 18% (eighteen percent) per annum in the event of the monthly rent being in arrears for two consecutive months ;

**User :** use the Demised Premises for business and commercial purposes only and not fo any other purpose whatsoever ;

**Reasonably good order and condition:** keep the exterior and interiors of the Demised Premises and all the fittings and fixtures therein during the subsistence of this Leave and Licence in reasonably good order and condition (normal wear and tear being excepted);

**Delivery of possession on expiry :** upon expiry or earlier determination or termination of the Lease, hand over peaceful, quite and vacant possession of the Demised Premises to the Licensor in the same condition as handed over to the

**KAMAL KUMAR PAUL**  
NOTARY GOVT. OF INDIA  
Regd. No. 2700/04  
C.M.'s Court  
2 & 3 Bhowshali Street  
Kolkata-700001

*t. v. salt      Gautami Nath      Anirodh Jalam*

Licensee by the Licensor only against refund of the Security Deposit after adjustment of due if any.

**Removal of goods:** remove all its goods and articles from the Demised Premises at the time of handing over possession in terms above and ensure that while doing so no damage is caused to the walls, ceiling or floor or fixtures of the Demised Premises, it being made clear that the Licensee shall keep the Licensor indemnified of from and against such damages, if any, and the costs and expenses for necessary repairs and restoration thereof ;

**No offensive act:** (a) not to carry on or permit to be carried on or commit on the Demised Premises or any part thereof during the said term any dangerous, noisy, obnoxious or offensive act or (b) commit any nuisance in the Demised Premises or any part thereof or do any act, matter or thing which may cause annoyance or inconvenience to the neighbourhood or (c) use or permit the Demised Premises to be used for any illegal or immoral purpose;

**Restrictions :** not to assign, sub-let, transfer or part with possession of the Demised Premises or any part or portion thereof in any manner whatsoever except with the prior approval in writing of the Licensor;

**COVENANTS OF THE LICENSOR :**

The Licensee paying the rent hereby reserved and observing and performing all the covenants and conditions herein contained, the Licensor shall:

**Quiet and peaceful enjoyment:** allow the Licensee quiet and peaceful enjoyment of the Demised Premises in terms of this Lease without any interruption or disturbance whatsoever by the Licensor or any person or persons lawfully claiming either though under or in trust for the Licensor;

**Reasonably good order & condition:** assist and allow the Licensee to keep the Demised Premises in good order and condition with proper arrangement for supply of water, electricity and drainage etc for the intended use of the Demised Premises;

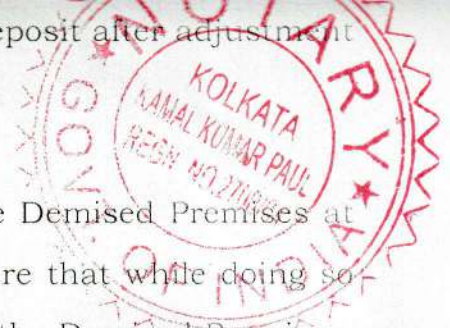
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NOTARY GOVT. OF INDIA  
Regd. No. 2700/04

Anurodh Jalam

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**Repairs & maintenance:** provide and/or cause to be provided proper maintenance of amenities and facilities such as water supply, electricity supply, drainage and major repairs;

**Renovations & Repair:** not object to the Licensee carrying out interior decoration/renovation works at the Demised Premises from time to time at its own costs so long it be carried out and utilised in accordance with and as may be permitted under law, it being made clear that for carrying out the interior decoration works / renovations the Licensee shall be at liberty to do so.

**Security:** continue to provide or cause to be provided security through the maintenance agency appointed by the PS QUBE Owners Welfare Association.

**Indemnity:** The Licensor agrees and declares that the statements / representations made herein are true and correct. The Licensor agrees and undertakes to indemnify and keep the Licensee duly indemnified of from and against all actions proceedings claims demands losses damages liabilities costs charges and expenses which may be suffered, incurred or paid by and/or be claimed, made or raised against the Licensee and/or the Demised Premises by any person or entity, including those relating to or arising out of or as a result of any defect in title and/or any of the aforesaid representations of the Licensor not being true or correct and/or any act, omission, breach or violation made or caused by or on behalf of the Licensor.

**MUTUAL COVENANT :**

The Licensor and the Licensee covenant with each other as follows:

**Additions / Alterations etc. by the Licensee:** The Licensee shall according to its needs and requirement be entitled (with the prior approval in writing of the Licensor) to make at its own costs additions, alterations, repairs and/or renovations in the Demised Premises from time to time to make it suitable to carry on its normal business activities.

**Easements etc.:** The Licensee shall be entitled to use and enjoy in common with other occupiers of the Building the rights, easements, quasi-easements, privileges and/or appurtenances including common parts and portions, installations and facilities in the Building.

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**Electricity:** The Licensor shall at its own costs apply for a dedicated electricity load and electric meter from the West Bengal State Electricity Distribution Co. Ltd. as per KVA load requirement of the Licensee. The Licensee is liable to timely clear all monthly electricity bills raised by the West Bengal State Electricity Distribution Co. Ltd or concern authorities.

During the time, the Electric connection is applied for, the Licensee can install a sub meter and take Electricity Connection from the common electricity meter of the building at a rate per unit as decided by the PS Qube Owners Welfare Association.

**Termination:**

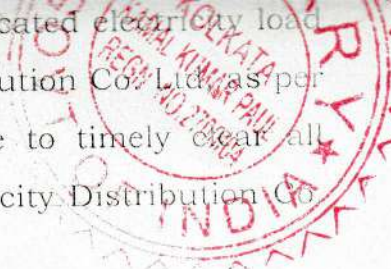
The Licensor and Licensee both will be entitled to terminate the Lease without giving any reason by giving clear **2 (Two) months** notice in writing to the other party, only after the expiry of Lock in Period of 11 Months.

In case of the monthly rent remaining unpaid and in arrears for two consecutive months the Licensor shall be entitled to give to the Licensee a 30 days' written notice by registered post with acknowledgment due calling upon the Licensee to make payment of the outstanding amount and if inspite of such notice remedial steps are not taken by the Licensee within this period, it shall be lawful for the Licensor at any time thereafter at its option to take steps for termination of the Lease.

If upon the expiration or sooner determination of the term hereby created the Licensee fails to deliver vacant khas possession of the said premises to the Licensor for any reason whatsoever the licensee shall pay Rs. 1,000/- (Rupees One Thousand only) per day to the Licensor as demurrage till the Licensee vacate the said office space and handed over vacant possession of the said office space to the Licensor.

**Further acts:** The Parties shall during the period of the Lease hereof do and execute all acts deeds matters and things and sign all deeds documents and papers as may be required to enable the Licensee to fully and beneficially use occupy possess and enjoy the Demised Premises and/or conduct its activities thereat.

**Entirety:** This Lease will constitute the entire understanding between the Parties. All other representations, warranties, agreements or collateral understandings, oral or otherwise, made heretofore expressly or impliedly and affecting these premises and not expressly set forth herein shall stand superseded by this Lease.

  
KAMAL KUMAR PAUL  
NOTARY PUBLIC, GOVT. OF INDIA  
Regd. No. 2770104  
G.M.'s Court  
2 & 3 Bankshall Street  
Kolkata-700009

**Arbitration :** All disputes or differences of any nature whatsoever between the Parties, arising out of or in relation to or connected with these presents or interpretation thereof or of any provision herein contained or as to the rights and obligations of any party hereto, shall be referred to arbitration by three Arbitrators, each party appointing an Arbitrator and the two Arbitrators appointing the third Arbitrator (Presiding Arbitrator) and such arbitration shall be subject to and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended or revised.

**Jurisdiction:** The courts in the city of Kolkata alone shall have jurisdiction to entertain any application or other proceedings in respect of any dispute arising under or in relation to these presents.

**IN WITNESS WHEREOF** the Parties have executed these presents on the day, month and year first above written.

**Executed and Delivered** by the **Licensor** at Kolkata in the presence of:

1.

✓ *Jayanta Kumar Nath*

Dr. Jayanta Kumar Nath

2.

✓ *Gautami Nath*

Dr. Gautami Nath

**Executed and Delivered** by the **Licensee** at Kolkata in the presence of:

1.

✓ *Anurodh Jalan*

Mr. Anurodh Jalan

2.

Identified by *ms*  
Advocate

✓  
KAMAL KUMAR PAUL  
NOTARY GOVT. OF INDIA  
Regd. No. 2780/04  
C.M.J.'s Court  
8 & 3 Bencheshall Street  
Kolkata-700001

Signature Attested Only  
in Identification of I.D. Advocate  
*KK Paul*  
KAMAL KUMAR PAUL  
NOTARY GOVT. OF INDIA  
Kolkata, West Bengal

**Memo of consideration**



**RECEIVED** of and from the within named Licensee - **Mr. Anurodh Jalan** the within mentioned sum of Rs. 54,000/- (Rupees Fifty Four thousand Only), towards interest free refundable Security Deposit, payable under these presents.

Jayanta K. Nath

Gautami Nath

Anurodh Jalan

KAMAL KUMAR PAUL  
NOTARY GOVT. OF INDIA  
Regd. No. 2730/04  
C.M.'s Court  
2 & 3 Benikshali Street  
Kolkata-700004

24 FEB 2020

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**DATED : 1st April , 2019**

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**Leave licence agreement**

**BETWEEN**

**Dr. Jayanta Kumar Nath  
Dr. Gautami Nath**

**LICENSOR**

**AND**

**Mr. Anurodh Jalan**

**LICENSEE**