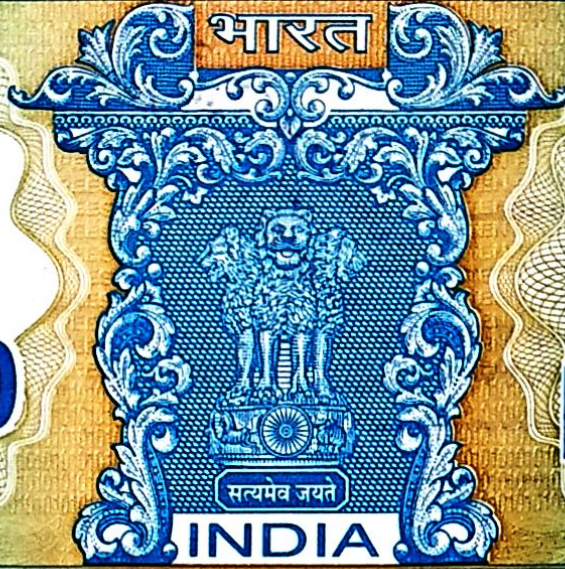


भारतीय गैर न्यायिक

दस
रुपये

₹.10



TEN
RUPEES

Rs.10

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

45AB 770474

LEAVE & LICENSE AGREEMENT

THIS LEAVE AND LICENSE AGREEMENT made this the 1st day of May, 2020

Between

Mrs Rajni Tandon, wife of Late Satpal Tandon, by faith Hindu, having address at UTSA LUXURY APARTMENTS, FLAT NO LX 31203 ,NEW TOWN,RAJARHAT,KOLKATA 7000156, PAN No AFGPT 7711L,hereinafter called the "LICENSOR" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**;

AND

Mr. Puneet Gaggur, son of Mr. Arun Gaggur, by faith Hindu, having address at 28 Prince anwar shah road, Kolkata-700033, PAN No: AIZPG4344E, hereinafter called the "LICENSEE" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**;

WHEREAS:

Rajni Tandon 1

Puneet Gaggur

(A) "The Licensor" is the owner of the ground floor space containing an area of 120 Sq.ft.(approx) lying and situated at A12/2 SATYEN DUTTA ROAD, KOLKATA 700029 together with facilities and amenities in relation to the aforesaid ground floor space thereat, hereinafter referred to as the " SAID OFFICE ROOM".

(B) The Licensor being desirous of letting out entirely on leave & license basis the said OFFICE room, more fully described in the SCHEDULE hereto at a monthly license fee of **Rs.5,000/-**(Rupees Five Thousand Only) for a period of 11(Eleven) months commencing from 1st May,2020 and ending on 31st March,2021. Subject to performance of the terms, conditions and covenants hereby made by the Licensee, the Licensee shall have the option to renew this agreement for another eleven months, i.e., for the period from 01.04.2021 to 28.02.2022 with an escalation of 5% on the same terms and conditions after every 11 months.

(C) Considering the current pandemic scenario, it has been mutually decided between both the parties that there will not be any rental escalation till September 2020. Further, mutual call will be taken thereafter about the increment based on the then prevailing market condition.

(C) That the Licensee may deduct TDS as per Income tax Act, 1961, if applicable and remit the balance amount to the Licensor

(D) The Licensee has agreed to take purely on License basis the said office room, morefully described in the **SCHEDULE** hereunder written on the following terms and conditions:-

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed and declared by and between the parties here to as follows:-

1. That the Licensee shall pay to the Licensor, a sum of **Rs. 21,000/-** (Rupees Twenty One Thousand only), as an **interest free security deposit**, which shall be refunded by the Licensor to the Licensee upon vacating of the said office room by the Licensee with all dues cleared.
2. That the Licensee has agreed to pay the Licensor **Rs.5,000/-** (Rupees Five Thousand only) per month, as the **License Fees**. This License Fees shall be paid for each month in advance between 1st&5th of every succeeding month to the Licensor.
3. That in the event the licensee fails to pay license fee for 3 or more consecutive months, the licensor shall be at liberty to re-enter into the license premises thereby vacating the licensee treating these presents as cancelled.

Rajni Tandon

2

Puneer Gajjar

4. That the licensee shall use the said office room for commercial purpose and shall not do any unlawful or illegal business therein.
5. The Licensee will be entitled to use the existing electricity Meter standing in the name of the Licensor now subsisting and the licensee shall pay the consumption charges each and every month.
6. The Licensor will have to pay the maintenance charges as per actual to the concerned association of the said office room on a monthly basis. Further, any Corporation taxes arising out of Property will also be borne by Licensor.
7. The Licensee shall not keep any inflammable combustible goods or articles in the licensed portions and shall not cause any damages to the same if in the event any damages being caused the Licensee shall be liable to make good the same and restore in its original condition at his costs and expenses.
8. The Licensee shall not cause any annoyance or nuisance and not use the licensed portion for immoral Purposes.
9. The Licensee shall not be allowed to make addition or alteration to the said office room or any part thereof and will also not make any additions /alterations to the installation without the written consent of the Licensor first.
10. The Licensee shall have no right in the other portion of the premises save and except of the licensed portion.
11. The Licensee shall keep the licensed portion in habitable condition and allow men, servants and agents of the Licensor at his cost without any notice being served in writing and minor repairs will be made by the licensee at his cost.
12. The Licensee shall use the entrance of the premises and other thing in common with other and shall not make any obstruction to such common use.
13. The Licensee shall not at anytime claim tenancy or sub tenancy of the said office room. The use and occupation of the said office room is subject to the restrictions, rules and regulations of the Kolkata municipal corporation as applicable to the premises from time to time.
14. The Licensee shall not sublet underlet and/ or part with Possession of the licensed portion without the Permission in writing from the Licensor.
15. On the expiration or sooner determination of this License, the licensee shall forthwith without demur remove itself and all its belongings, articles

Rajni Tandon

Suman Gogoi

and things excluding fixed non-movable furniture from the licensed premises and shall quit and vacate the same peacefully.

16. If either party desires to terminate the said leave and license agreement, they shall give at least 60 days notice to the other party of its intention to do so, and this Agreement shall accordingly stand terminated on the expiry of the said period of 60 days.

THE SCHEDULE "A" AS ABOVE REFERRED TO:

ALL THAT the office Room measuring about 120Sq.ft. more or less lying and situated at A12/2 SATYEN DUTTA ROAD, KOLKATA 700029

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

SIGNED, SEALED AND DELIVERED by the Licensor at Kolkata in the Presence of:

- 1) JATIN SHETH
(12 RAJA BASANT ROY ROAD, KOL)



Signature of Licensor

SIGNED, SEALED AND DELIVERED by the Licensee at Kolkata in the Presence of:

- 1) SHASHI LAL
(232B NSC BOSE ROAD, KOLKATA)



Signature of Licensee