

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

01AB 951175

**LEAVE & LICENSE AGREEMENT**

The **LEAVE AND LICENSE** Agreement made and executed at Kolkata this 1<sup>st</sup> day of March, 2017, **AMONG**

Mr. Nikhil Sureka, age about: 28 years, occupation business and Mrs. Sweta Sureka, age about 28 years, occupation housewife both resident of 501, Rabindra Sarani, 3rd Floor, Flat No. 3E, Kolkata - 700 005 (hereinafter jointly called the "**Licensor**" which term shall mean and include their executors, administrator and assigns)

**AND**

Mr. Amit Kr. Dalmia son of Mr. L.N.Dalmia, occupation business resident of 43, Shyam Nagar Road, Natural City, Block - F, Flat No. 6D, Kolkata - 700055, West Bengal having Pan No. AEYPD7098F (hereinafter referred to as the "**Licensee**" which term shall mean and include their heirs, executors, administrators) of the second part.

**WHEREAS**

1. The Licensor is the sole, legal and absolute owner of the premises being No. 256 sq feet Super Built Up area, located at Room No 619, 6<sup>th</sup> Floor, Diamond Arcade, 1, Cal Jessore Road (Formerly 68, Jessore Road), Kolkata - 700 055 West Bengal. The Licensor is interested to put on license a part of the premises having super built up area of appx. 256 sq. ft. details of which are comprised in the Schedule hereto (hereinafter referred to as the "**said premises**").
2. The Licensor agreed to let out the said premises to the Licensee for office & legal business purposes only.
3. The Licensee confirms that they shall abide by all terms and conditions of this agreement.

**THE PARTIES HERETO AGREE AS FOLLOWS:**

Nikhil Sureka

*(Signature)*

Sold To.....  
Name.....  
Address.....  
Rs.....  
C.M.M's Court,  
2, Bankshall Street, Kol-1  
15 FEB 2017

UG2798

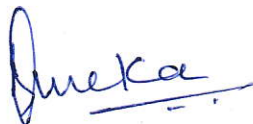
P. K. Suresh

501, Redstone Saroni  
UG

ABANISH KUMAR DAS  
Govt. License Stamp Vendor  
C. M. M. 'S Court  
2, Bankshall Street, Kol - 1

20170215

1. The license shall be initially for a period of 11 (Eleven) months effective from 1<sup>st</sup> March, 2017 to 31<sup>st</sup> Jan, 2018, which will be extended further on revised terms & conditions.
2. The Licensee shall pay, to the Licensor the agreed License fees of the Rs 7,500/- per month (Rupees Seven Thousand Five Hundred only) subject to deduction of tax at source if applicable on or before 7<sup>th</sup> day of the calendar month by e-transfer or cheque payable at par. The maintenance charges will be borne by the Licensor.
3. The LICENSEE shall pay to the LICENSOR a sum of Rs. 21,000/- (Rupees Twenty One Thousand only) to be paid within the period of one week from the signing of agreement. The said security deposit shall be returned by the Licensor at the time of the Licensee handing over vacant possession of the said premises to the Licensor pursuant to expiry or earlier termination of the license under this Agreement. The security deposit or any portion thereof shall to be liable to be appropriated or adjusted towards any of the outstanding license fees or other dues during Licensee's occupation of the Premises.
  - a. The Deposit shall be paid by the Licensee to the Licensor in the following manner:
    - i. Cheque in the name of Mr. Nikhil Sureka Rs.21,000/- (Twenty One Thousand Only)
4. The license of the said premises shall be for the exclusive commercial use of the Second party. It is clearly agreed and understood that it shall be the responsibility of the Licensee to cease to use and occupy and vacate the said premises and handover vacant and peaceful possession thereof Party and/or upon the expiry and/or determination of the license and in the event of Second Party and/or servants failing and/or neglecting and/or refusing to do so, all the consequences shall be to the Licensee's account and the Licensor shall be entitled to proceed on the footing that the Licensee has failed to carry out its obligation under this agreement.
5.
  - (i) The Licensee shall pay electricity, telephone charges and any other charges which is required to be paid for day to day activities of the said premises, as per the bills from the concerned departments for the period of the license, and shall keep the Licensor indemnified in this behalf.
  - (ii) On determination or earlier termination of this agreement, the Licensor will be entitled to deduct from the advance deposit any unpaid charges towards Telephone, Electricity and other charges payable by the Licensee, any amount for damages caused to the said premises during the period of occupation the said premises. Normal wear and tear of the said premises to be accepted.
6. The Licensee shall during the said period of license, ensure to keep the said premises in the good condition and deliver the same to the Licensor on expiry or earlier determination of the agreement, subject to normal wear and tear.
7. The Licensee shall ensure that the use of the said premises shall not become a source of disturbance, noise or nuisance to any neighbors under any circumstances and shall also ensure that licensee meet all conditions/restrictions as applicable to other occupants of the premises. The Licensee will be using the portion as marked in the map attached herewith only. They will be entitled to use common toilet facilities alongwith other persons.
8. The Licensee shall not make any structural additions or alternations to the said premises.
9. The Licensee upon sufficient notice having been given, shall permit the Licensors or their authorized representative/agent or workers to enter the said premises to view the sate and conditions thereof and to accord them reasonable facilities for any repair work that may have to be carried out.
10. The Licensor shall undertake at its cost all major repairs including rectification of structural defects and major malfunctioning of electrical systems and appliances provided by the Licensor, immediately on being notified of the same in writing.
11. The Licensor has this 1<sup>st</sup> day of March, 2017 put the Licensee into possession of the said premises for the use.





- (i) The license can be terminated by either party to the Agreement by giving 30 days notice in writing of its intention to terminate the agreement. In the event of termination of the license on expiry of its terms or otherwise, the Licensor shall refund the security deposit subject to clause 3 above lying with it simultaneously at the time of possession of the said premises being handed over to them, failing which the Licensee shall be entitled to retain possession of the said premises without any obligation to pay any license fees. Further, the Licensor will be liable to pay interest @ 12% per annum on the entire amount of security deposit for the period of delay in refund of the security deposit to the Licensee.
- (ii) In case License fee is not realized by licensor with in 30<sup>th</sup> days of the due date the license will come to an end.
12. Any notice intended to be given to the parties hereto by each other shall be deemed to be properly and validly given if it is delivered to or sent by registered post or hand delivery, and duly acknowledged to be delivered, to the respective addresses of the parties.
13. The Licensee shall keep articles in the said Premises at its own risk and costs and the Licensor will not be responsible for any theft or loss of goods and articles in any manner whatsoever.
14. Upon the termination or earlier determination of this license and inspite of the fact that the Licensor is ready and willing to perform their obligation, in the event of the Licensee not removing themselves and/or their Articles and belongings from the said premises or any part thereof, it is agreed that the Licensor will, have a right to remove each and every one of them from the said premises and / or to prevent them from entering in / or upon the said premises together with all their articles and belongings.
15. The Licensors shall be entitled to show the premises 30 days before the expiry or the earlier determination of the license to the prospective parties by giving 24 hours intimation other Licensee.
16. In the event of failure on the part of the Licensee to vacate and handover peaceful possession of the said premises on the expiry or earlier determination of this agreement then in the event, upon receipt of notice in writing from the Licensors to the Licensee, the Licensee shall be liable to pay to the Licensor without demur or objection, reservation, contest, recourse or protest a sum of Rs. 25,000/- per month till the vacant possession is handed over to the Licensor as liquidated damages on account of Licensee's failure to vacate possession is handed over to the Licensor as liquidated damages on account of Licensee's failure to vacate the said premises.
17. The Licensor will observe and perform all the terms and necessary conditions, agreements, convents and provision on which the Licensee occupies the said premises and not to do , omit or suffer to be done anything whereby the Licensee's right to occupy the said premises is hindered, forfeited, or affected in any prejudicial manner , The Licensor further agree to keep the Licensee indemnified against all suits and proceeds filed against, and all costs, charges, expenses, loss or damage incurred, suffered, caused or sustained by the Licensee by reason of any breach, non-performance or nonpayment by the Licensor as aforesaid.
18. The Licensee shall observe and perform all the necessary terms and conditions, agreements, convents, and provisions on which the Licensee occupies the said premises and not to do, omit or suffer anything whereby the Licensor right or ownership of the said premises is any way hindered or affected in any prejudicial manner.  
The Licensee further agrees to keep the Licensor indemnified against all suits and proceedings filed against and all costs, charges, expenses, loss or damages incurred, suffered against or sustained by the Licensor by the reason of any breach or not performance or nonpayment by the Licensee as aforesaid.
19. This Agreement shall be governed by the laws of India and the court at Kolkata shall have exclusive jurisdiction in respect of matters under this Agreement.
20. The original of this agreement shall be retained by Licensor and a duplicate copy hereof shall be retained by the Licensee.





SCHEDULE OF THE PREMISES LICENSED OUT

All that piece and parcel of commercial space being at No 619, 6<sup>th</sup> Floor, Diamond Arcade, 1, Cal Jessore Road (Formerly 68, Jessore Road), Kolkata - 700 055 West Bengal, admeasuring (appx.) 256 sq. ft. super built-up area as marked in the map annexed herewith.

IN WITNESS WHEREOF the Licensor and the Licensee have hereunto set their respective hands on the day, month and year first above written in presence of the undersigned witnesses.

1. LESSOR.

Nikhil Sureska

2. LESSEE

Arundin

WITNESSES

1 Nitin Sureska

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