

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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LEAVE AND LICENSE AGREEMENT

THIS LEAVE AND LICENSE AGREEMENT is made on this 1st day of December, 2018.

BETWEEN

M/S M P Jewellers (GB) & CO (PAN AAQFM8154M), having its registered office at 14/1 Leela Roy Sarani, Gariahat, Kolkata – 700019, its Partners Sri Pralayankur Roychowdhury (PAN ACKPR4336C), Sri Rudrankur Roychoudhury, Mr. Soumik Roychowdhury (PAN ACXPR9670C) & Mr. Indranil Roychoudhury (PAN AEZPR4955G) rein after referrer to called

For M. P. JEWELLERS (GB) & Co.

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as "LICENSOR" (which expression shall, unless it be repugnant to the context and meaning thereof, be deemed to mean and include their executors, administrators and legal representatives), being Party of FIRSTPART.

AND

M/S Melamine Properties (PAN ABGFM4876R), its Partners Mr.Anurag Bedi, (PAN APPPB9314L) & Mr.Aakash Bedi (PAN APGPB2131Q), having its registered office at 5D, Pratap Ghosh Lane, Girish Park, Kolkata – 700007 hereinafter referred to as the "LICENSEE" (which expression shall unless it be repugnant to the context and meaning thereof be deemed to mean and include its executors, administrators and legal representatives), being Party of the SECOND PART:

WHEREAS the Licensor is the owner of the office premises, admeasuring 1500 Sq.ft. SBU Approx. area located at Room No. ASO617 of 6th Floor and parking no.______, Astra Towers, Plot No. IIC/1, Action Area II-C, Rajarhat, Kolkata - 700156.

AND WHEREAS the Licensee is desirous of hiring office space and had approached the Licensor for granting license of the office space for a period of 3 + 3 years (72 months), to be used by the licensee for office purpose only and the Licensor has agreed to grant license of the schedule office space at Room No. ASO 617 of 6th Floor and

For M. P. JEWELLERS (GB) & Co.

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parking no._____, Astra Towers, Rajarhat, Kolkata of the said premises, in favor of the Licensee for a term, subject to payment of license fees and subject to compliance of the terms and conditions hereinafter contained.

AND WHEREAS the Licensor, as owner of the office space described in Schedule I to this agreement, have accepted the Second Party, as a Licensee and both parties decided to draw up and execute this agreement on the following terms and conditions.

NOW IT IS HEREBY expressly agreed by and between the parties as follows:

That this agreement shall be deemed to have commenced from 15-11-2018 and expiring on 14-11-2021 and can be extended with a mutual consent thereafter. As the Licensor has agreed to furnish the property in 15 days of the signing of agreement or approval of the layout to the Licensee for approval, whichever is later, the lease rent will be affected from the date of handover the furnished property to the Licensee. If the Licensor fails to complete the tasks including furnishing and handover the premise to the Licensee within the 15 days (grace period given 5 days), the Licensor shall pay to the Licensee, the cost equivalent to the lease rent worked out proportionately for the period of delay, till further handover of the furnished property to the tenant as per agreed layout.

1. That this agreement shall never be construed as right or interest in the scheduled office space in favor of the Licensee to allow the Licensee to use and occupy the said schedule office for office use Amansedi.

only. The Licensee shall not at any time make any claim of tenancy or sub-tenancy or any other right to title into or in respect of the said scheduled office and this agreement shall not be construed to create any ownership right whatsoever in favor of the Licensee.

- 2. That the Licensor hereby allows the Licensee on Leave and License basis to use the said office space described in schedule I to this agreement for office purpose for a period of 3 + 3 years (72 months) according to English calendar month from the date of commencement of this agreement.
- 3. That the License fee or compensation for occupation of the said scheduled office has been fixed at Rs.25,000/- (Rupees Twenty Five Thousand only) per month payable according to English calendar month as Licensee Fee or compensation for occupation of the said schedule office space. The License fee will be Payable in the name of
- (i) M/S MP Jewelers (GB) & Co amount Rs.25, 000/-(+GST per month).

First Part Copy of Allotment Letter and Money Receipts of such payments are attached herewith as Annexure-A

4. That the Licensee shall during the term hereby granted, pay to the Licensor the said license fee for the period of License and in the manner aforesaid, without any deduction (Except the TDS Arrangedi

applicable) by cheque/bank draft/banker's cheque/NEFT in the names of the Licensors (parties of the First Part) if any.

- 5. The Licensor shall have to pay the all relevant Municipal and corporation charges if anything imposes likewise to that said premises
- 6. The Licensor shall have to pay the Water Connected Charges or any other Govt. levies, what will be imposed to the property in time to time
- 7. The registration charges will be mutually shared amongst the Licensor & Licensee as agreed upon if required
- 8. That Licensee shall have to pay every month electricity charges @ On Actual for the scheduled property are excluded In the Licensee Fee whatsoever, of the schedule office space.
- The Licensor has agreed to hand over the property fully 9. furnished plug and play kind of office space for that interior has been agreed to approve by both the parties, which has been attached herewith within 15 days.
- 10. The complete layout as per Licensee's requirement has been submitted to the Licensee in a 3D/Normal format, which will be further approved by the Licensee and the job will be executed. Anorayisedi

The TAT for this process has been kept for 4 days and the minimum requirement of the furniture and fixture contains 1 Director room, 1 Pantry, 15 Work Station, 2 File cabinet, Waiting area Sofa, 4 split Air Conditioner. 1 Biometric, 1 Water purifier, 1 Induction.

- 11. That the Licensee is given for use of the schedule premises only by the Licensee, who shall not be entitled to transfer to and/or share the License with any other person or allow any other person to occupy the said schedule premises, except in course of office work during working hours.
- 12. That the Licensee undertakes not to cause any damage or defacement of floor, fittings of the said scheduled office, however natural wear and tear is exempted and/or to be excused.
- 13. That the Licensee further undertakes not to block and/or cause to be blocked the common passage of the premises.
- 14. A token amount as mutually agreed which is one month rent will be handed over by the Licensee while signing the agreement to kick start the project and further 3 months lease rent amount, one month advance & One month maintenance deposit (Rs. 1, 15,000/-) will be deposited as an Interest free Security deposit will be paid to the Licensee while taking the possession of the

For M. P. JEWELLERS (GB) & Co.

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said property on or before 15 days of signing the agreement mutually.

- 15. Both party agrees to have a lock in period of 15 months as the Licensor will hand over this property as a fully furnished as per the consent of both the parties
- 16. The Notice Period will be 4 Months as mutually agreed.
- 17. That the Licensee shall not carry out any structural repairs, additions or alterations, without the prior consent of the Licensor and shall not carry on and/or use the scheduled office for storing any illegal or contraband articles and/or for illegal or immoral acts or and shall not cause any nuisance or annoyance to the neighbors or do anything, which would damage the scheduled office. In case any inflammable or combustible goods are stored, the Licensee shall obtain proper fire license from the appropriate authorities and would also install fire safety kits/extinguishers and/or other equipment required by the authorities at their own cost.
- 18. That the Licensee will use the scheduled office only for lawful business including the storing of merchandise and will not at any time during the said term carry on or permitted to be carried on or committed in or upon the scheduled office or any part thereof, any offensive or dangerous trade, business or manufacturing.

For M. P. JEWELLERS (GB) & Co.

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- 19. That the Licensee will not put its signboard at any common places except, on the outer wall of scheduled office or anywhere it's permitted.
- 20. That the Licensee will not keep or cause to be kept in or upon any part of the scheduled office any inflammable, combustible or injurious articles or things such as Gunpowder, Dynamite, Saltpeter, Jute, Spirit, Sulphur, inflammable acid, Hides, petrol, diesel or any other articles or things likely to injure, damage or prejudicially affect the schedule office or any part thereof. The Licensee shall at its own costs and expenses, keep and maintain necessary firefighting equipment/arrangement in the schedule office.
- 21. That the Licensee hereby agrees to indemnify and keep the Licensor indemnified and harmless against-
 - (a) any actual and direct loss or damage which may be caused to the schedule office or goods by virtue of any willful act or omission on the part of the Licensee or any of its employees or agents at any time during the terms of the Leave and License and/or (b) any direct and actual loss or damage which may be caused to the Licensor by reason of breach of any of the provisions of this Agreement by the Licensee.
- 22. That the Licensor shall not be responsible or liable for any accidents, injury or damage that may be caused to the officers,

For M. P. JEWELLERS (GB) & Co.

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employees, representatives or customers of the Licensee permitted to enter into the Licensed Premises which is not caused by the negligence of the Licensor. All such persons entering the said licensed premises will do so at their own risk.

- 23. That the Licensee shall, during the subsistence of this agreement, insure and keep insured at their own cost, all of its assets, installations including the electrical installations, fixtures, furniture, computers, security systems, stocks, raw materials, finished goods and any other assets brought in by the Licensee to the Licensed premises to safeguard their own interest for any future untoward incident and contingency.
 - 24. That the licensee shall not do anything which is not permissible or is prohibited under law or is in contravention to any orders of Central/State government or local authorities.
- 25. That the main entrance of the said premises will remain open from normal office hours and its permissible to work in extended hours or Saturday Sundays if required on each day from Monday to Sunday.
- 26. That the Licensee can use the supply line of electricity in the scheduled office through the sub meter provided by the licensor and Licensee would pay electric charges to the licensor in cash for the electricity consumed by the Licensee through the said

For M. P. JEWELLERS (GB) & Co.

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sub-meter. The Licensee shall handover the paid electricity bill receipts to the Licensor for his record.

- That the Licensee shall keep technical fittings for electricity connection in good running and working condition.
- 28. That the Licensee shall keep the said scheduled office in wind and watertight condition. However, the Licensee shall not be responsible for any damages caused to the premises due to events not under the control of the Licensee, such as due to natural calamities.
- 29. That the Licensor personally or by his agent shall have right to enter into and inspect at any time the said schedule office given to the Licensee on leave and license basis, subject to prior intimation to the licensee.
- 30. That the Licensee undertakes to vacate and give peaceful vacant possession of the said scheduled office on expiry of the four month period stated at paragraph 1. Avragised!

Schedule I

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT Office space measuring 1500 Sq.ft. SBU Approx. at Room no. ASO 617, 6th floor, parking no.______, Astra Towers, Plot No. IIC/1, Action Area II-C, Rajarhat, Kolkata - 700156

THE SCHEDULE OF FURNITURE & FIXTURES

1. As per the specified layout and drawings attached herewith

IN WITNESS WHEREOF the parties have hereunto set and subscribe their respective hands, and seal the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

By the Parties hereto in the Presence of:

WITNESS

1.

For M. P. JEWELLERS (GB) & Co.

SIGNATURE OF THE LICENSOR

2.

SIGNATURE OF THE LICENSEE

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