



LEAVE AND LICENSE AGREEMENT FOR 22 MONTHS

THIS LICENSE AGREEMENT is made this the 3rd day of June, 2025 (Two Thousand Twenty Five);

BETWEEN

SRI SURENDRA KUMAR KABRA, son of Late Hazrimull Kabra, by faith Hindu, by occupation Business, residing at 182A, N.S.C. Bose Road, Kolkata - 700 040, as the **LICENSOR** (which term or expression shall unless repugnant to his legal heirs, successors and/or assigns) of the **ONE PART**;

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05 JUN 2025





AND

GOURAV KAPOOR, son of s/O Hema Kapoor, resident of 89/277/278, Bangur Park, 10th Lane, Rishra Serampur, Uttarpara, Hooghly, West Bengal 712 248, 335), hereinafter called the LICENSEE of the SECOND PART.

Gourav Kapoor PAN: FQBPE4183A, Aadhaar No. 492449952930 Hema Kapoor PAN: FLBPK8907H; Aadhaar No. 803319866598.

WHEREAS the licensor/1st part seized and possess all that one flat on the 3d floor at Premises No. 25A, Park Street, Kolkata 700 016, P.S. Park Street, measuring about 500 sq.ft. within the Kolkata Municipal Corporation consisting of two rooms with attached bathroom particularly and morefully hereunder in the schedule below: mentioned

WHEREAS the Licensee/second part approached to the party of the 1st part /licensor to take on LEAVE AND LICENSE basis of all that the 3rd floor flat no. 323 consisting of 2 (two) bedrooms with attached

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bathroom measuring 500 sq.ft. with Kolkata Municipal Comporation at Premises No. 25A, Park Street, Kolkata 700 016, P.S. Park Street, hereinafter referred to as the "DEMISED FLAT".

AND WHEREAS the licensee approached the licensor for grant permission for temporary list of the 3rd floor flat no.323 consisting of 2 rooms with attached bathroom under jurisdiction of K.M.C. more fully and particularly mentioned hereunder for temporary accommodation for exclusive office purpose for a specified period of 22 months (Twenty Two) months commencing with effect from 1st day of June, 2025 and expiring on 31st day of March, 2027 subject to renewal to the strict compliance of the terms and condition as appearing for a lump sum monthly payment of Rs.40,800/-(Rupees Forty thousand eight hundred only) per month.

AND WHEREAS the licensor on being so approached and pursuant to subsequent negotiation and discussion held with the licensee has agreed to give on purely "LEAVE AND LICENCE".

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The licensee shall conduct business in the name KALY" in trensed flat basis All that the demised flat as morefully and particularly mentioned and described in the schedule, hereunder with effect from 1st day of June, 2025 and expiring on 31st day of March, 2027, 2024 and licensee will pay Rs.40,800/- (Rupees Forty thousand eight hundred only) per month as monthly license fee.

NOW THIS AGREEMENT WITNESSETH and it is agreed by and between the parties hereto as follows:

That the licence will be for an initial period of 22 months (Twenty Two) with effect from 1st day of June, 2025 and expiring on 31st day of March, 2027.

- 1. Subject to renewal with the consent of the Licensor.
- 2. That the licensee shall pay regularly the sum of Rs.40,800/(Rupees Forty thousand eight hundred only) per month a
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license fee without any delay or default.

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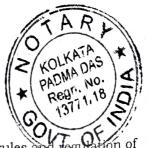
- 3. That the licensee has paid a sum of Rs.1,00,000 Rapees one lakh) only, advance as security deposit towards the use of the licensed flat which is subject to refundable without any interest.

 In case of being default for paying license fee the amount will be adjusted from the security money.
- 4. The Licensee shall not cause any damage to the flat during his use and occupation for 22 months. In the event of any damage demurrage charge to be paid as per nature of the damage.
- 5. In the event the licensee intends to extend the validity for next term at 5% increase will be made in the licence fee.
- 6. That the licensee shall use and occupy the Demised flat' for the office purpose in a fair manner and shall not do or permit to be done anything in the 'Demised flat' when may cause annoyance or nuisance to other flat owners. He is allowed to use the flat for office purpose only and no other member will be allowed on a permanent basis.

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- 7. That the licensee shall not sublet, part with, as you, encomper or otherwise in any manner allenate the hole or any part or portion to any one the 'Demised flat' without the prior written consent of the licensor to that effect.
- 8. That the licensee shall pay the full amount payable or the monthly CESC Electric bill as per consecution by the part/of the Second part.
- 9. That the licensee at the time of inspection of the 'Demised flat' and in fully satisfied with the condition of the same and was found everything in proper, habitable and usable condition without any damage.
- 10. That the licensee shall not put any structural additions or alterations to the Demised flat' layout, fittings, accessories, fixtures etc. under any circumstances within the prior written consent of the Licensor. Violation of this clause shall tantamount to damages recoverable from the Licensee.

(July)



- 11. That the licensee shall comply with all the rules and regulation of the statutory authorities whatsoever with to the 'Demised flat'.
- 12. That the licensee can vacate the 'Demised flat' at anytime during the period of license by giving two month prior notice to the licensee or two month license fee in lieu thereof, this clause shall apply only after the licensee has been continuous occupation of the 'Demised flat' for a period on the two months from the date of commencement of the license period as state above.
- 13. That in the event the licensee default in payment of the license fee, the license shall automatically stand cancel could not revoked.
- 14. After the expiry of this Agreement the licensee shall handover vacant and peaceful possession of the flat in as it is condition, to the licensor.
- 15. The licensee shall not encroach the rights or access of the neighbours including the licensor in the premises.

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- 16. That the licensee shall not use coal fired oven or stove in the 'Demised flat'.
- 17. The licensee shall not store or keep any inflammable explosive or combustible substance in the flat and shall not carry out an illegal activity therein.
 - 18. All paid bills/receipts of electrical bills, Maintenance charges shall have to be submitted to the licensor at the time of termination of this Agreement.
 - 19. That the licensee shall not make any addition alteration or shall not change the nature and character of the flat under any condition.
 - 20. That if at any time during the continuance and/or pendency of one said flat or any part of the flat be destroyed or damaged by earthquake, fire, storm, flood water, so as to become unfit the

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purpose for which it has been desired by the consee, the hensee reserves the right to terminate this agreement.

- 21. That the licensee shall pay the monthly electric bill ever month which will be raised by the CESC Ltd. within its due date and the paid bill should be handed over to the licensor regularly.
- 22. This voicing shall never be construed as a tenancy agreement or shall not governed by the provisions of the West Bengal Premises

 Tenancy Act or rules framed there under as amended from time to time. As it is a meted stop gap arrangement for 22 months only.
- 23. The original of this Agreement will be retainer with the licensor and the duplicate copy with the Licensee.
- 24. The licensor is not responsible/liable for any kind of taxes and duties due to the licensee.



THE SCHEDULE ABOVE REFERRED

(LICENCE PORTION)

ALL THAT the 3rd floor flat No.323, consisting of 2 (two) bedrooms with attached bathroom measuring 500 sq.ft. S.D.A. within the Kolkata Municipal Corporation at Premises No. 25A, Park Street, Kolkata 7800 016, P.S. Park Street, in the 3rd floor together with and other easement right thereto.

The Stuff available in the Flat No. 323 [All in working condition]

- 1. 2 pcs. Boss's chair
- 2. 2 pcs. Boss's table
- 3. 8+3 pcs 11 pcs. Computer table
- 4. 10 pcs. Revolving chairs
- 5. 2 pcs. 4 legged chair in office
- 6. 4 pcs. plastic chairs

pc. Window A/c inside Boss's room (0.75 ton)

8. 1 pc. Split A/c. (1 ton)

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IN WITNESS WHEREOF the Parties hereto have recently set and subscribed their respective hands and since the day month and your first above written.

Signed and Delivered

by the parties at Kolkata in the presence of:

WITNESSES:

1. Kailash Pali porasad 25to, Park street Karnani Mansion. Kolkata-Foro16 Joseph Joseph

Signature of the FIRST PARTY/LICENSOR

2.

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PADMA DAS NOTARY Regn. No. 13771/18

egn. No. 13771/18 C.M.M's Court Kolkata-700001 Signature of the

SECOND PARTY/LICENSEE

ATTESTED SIGNATURE ONLY

05 JUN 2025

RECEIVED AMOUNT against Cheque No./RTGS

PADMA DAS NOTARY

No.____

Dated ____

Bank name____

Branch name____

Amount Rs.1,00,000/- (Rupees one lakh only) as a

identified by me

security deposit by

Advocat

CJM Court, Kolkata-1 proliment No. WB/305/1989