



पश्चिम बंगाल WEST BENGAL

34AA 481579

This Leave and License Agreement (the "Agreement") is made and becomes effective from July 1st, 2024.

BY AND BETWEEN:

Sayantana Sarkar (Aadhaar Card No. 8148 7454 3163) (PAN No. AWBPS7519P), son of Chittaranjan Sarkar, residing at Kamala Cabin, North Inda Kharagpur (m), Inda, Paschim Mednipur, West Bengal - 721 305, hereby called the "**LICENSOR**" (which expression shall unless excluded by or repugnant to the context shall be deemed to mean and include their respective legal heirs, executors, successors, administrators, representatives and assigns) of the First part

AND

(1) **Harsh Kothari** (Aadhaar Card No. 2981 1991 0782) (PAN No. BSYPK5196A), son of Rajesh Kumar Kothari, residing at Panache, Block - 2, Flat - 18A, 3, Mahishbatan, MB Block, Saltlake Sector - V, Near Mahishbatan Lohapool, Mahishbatan, Kolkata, West Bengal - 700102, and (2) **Arti Kothari** (Aadhaar Card No. 7713 2147 7407)

Sayantana Sarkar

Arti Kothari
Harsh Kothari

(PAN No. CZRPM0131L) daughter of Jagmohan Mishra and wife of Harsh Kothari, residing at 26, Netai Charan Dutta Lane, Haora, Haora Corporation, Haora, West Bengal 711 101, hereinafter called "**LICENSEE**" (which expression shall unless excluded by or repugnant to the context shall be deemed to mean and include their respective legal heirs, executors, successors, administrators, representatives and assigns) of the Second Part,

LOCATION OF THE PREMISES:

WHEREAS the Licensor is the absolute and indefeasible owner of the office space in a commercial project, Bengal Eco Intelligent Park Building, situated at EM Block, EM-3, Sector V, Saltlake City, on 13th Floor, Module No. 4, Kolkata, West Bengal 700 091, measuring about 643 sq. ft. Super Built-Up more or less with 1 (One) Car Parking in the Basement, Parking No. L-13-04/06, herein called the "**SAID PROPERTY**".

GRANT OF LEASE:

WHEREAS the Licensee approached and requested the Licensor to allow them to use and occupy the said premises only for a period of 11 months to which the Licensor does hereby on the request of the Licensee has agreed to lease to the them and both the parties have agreed to abide by the terms and conditions of this agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND BETWEEN THE PARTIES as follows:

1. This writing shall never be constructed as any tenancy agreement or leases or otherwise creating any other right or interest in the property in favour of the Licensee which is not the intention of the parties. Nor the Licensee shall ever claim his status as that of a tenant, but on contrary this is merely a temporary agreement or arrangements, simply to allow the Licensee to use and occupy only for his own purpose the office space in a commercial project, Bengal Eco Intelligent Park Building, situated at EM Block, EM-3, Sector V, Saltlake City, on 13th Floor, Module No. 4, Kolkata, West Bengal 700 091, measuring about 643 sq. ft. Super Built-Up more or less with 1 (One) Car Parking in the Basement, Parking No. L-13-04/06.

Syantanu Sarkar

Anti Kothari

2. AGREEMENT TERM:

Total Term of this Agreement: This agreement shall be effective from 1st July 2024 and shall automatically terminate on 31st May 2025, i.e., after the expiry of 11 months periods as assured by this Agreement.

3. EXTENSIONS:

The parties hereto may choose to extend this Agreement after 11 months upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension, provided there shall not be any existing breach or non-observance of any of the covenants herein contained on the part of the Licensee. The awarding of such an extension will be subject to the sole prerogative of the Licensor and will be subject to either the existing or New / Additional covenants as deemed fit by the Licensor. The Licensor shall have no obligation, whatsoever, to offer the premises to the Licensee after the expiry of the present / current agreement.

4. DETERMINATION OF MONTHLY SERVICE CHARGE:

Pursuant to the negotiations, it is mutually agreed that the Licensee shall pay to the Licensor a sum of ₹30,000/- (Rupees Thirty Thousand Only) per month and the same will be paid to Licensor as monthly service charge on or before the 7th day of each and every calendar month without any delay or default. A late fee @ 18% per annum shall be imposed if payment is not received by Licensor on or before the seventh day of each month. Such monthly service charge shall be paid by the Licensee after deducting TDS or any other like statutory rates as applicable and prevailing at the time and the Licensor shall not levy Service tax / GST or any other like Statutory rates prevailing at any time.

a) Monthly Service Charge: Monthly service charge for Lease period of 11 months shall be ₹30,000/- per month net. The Licensor will not charge the Licensee of any GST / Service tax and or like statutory rates or penalties as levied by the government or the respective Corporation, WEBEL, UD or any other governing or non-governing body, at any time.

b) Monthly Service Charge Bill: The Licensor shall at the beginning of the calendar month issue the service charge bill to all the Lesse for their respective share of service charge and also provide the money receipt to the Licensee once the Licensor has received the payment.

Syantanu Saha

Arati Kothari

- c) Payment of Monthly Service Charge:** The monthly service charge of ₹30,000/- (Rupees Thirty Thousand Only) shall be payable to the Licensor as per bills raised by them in advance through Pay Cheque / Pay Order / Draft / RTGS / NEFT or by credit to account within first 7 days of each and every calendar month during the term hereof.
- d) Monthly Maintenance :** The Licensor shall pay the maintenance (On Actuals) directly to the building association every month as demanded by them, on or before the 15th day of each and every calendar month without any delay or default and provide the money receipt of the same to the Licensee. The maintenance cost and cost of car parking is including in the monthly service charge of ₹30,000/- (Rupees Thirty Thousand Only)
- e) Service Charge Escalation :** After completion of every 11 (Eleven) months the Monthly Service Charge of ₹30,000/- (Rupees Thirty Thousand Only) will increase by 5%.
- f) Late Fee :** A late fee @ 18% per annum shall be imposed if payment is not received by Licensor on or before the seventh day of each month.

5. SECURITY DEPOSIT:

The Licensee shall keep deposited the sum of ₹90,000/- (Rupees Ninety Thousand Only) with the Licensor as and by way of an interest Free Refundable Security Deposit for the full and faithful performance by the Licensee of all the terms of this lease required to be performed by the Licensee for the entire Lease term. Such sum shall be returned to the Licensee after the expiry of this lease, provided the Licensee has fully and faithfully carried out all of its terms and after surrendering the peaceful and vacant possession of the aforesaid leased premises to the Licensor. Security deposit will be further subject to adjustments / deductions on account of any arrears and or outstanding towards statutory duties, maintenance charges, electricity charges, or on account of any damage to the property caused by Licensee during its occupation of the lease period and / or other levies or impositions as may be payable by the Licensee. In the event of a bona fide sale of the property of which the leased premises are a part, the Licensor shall have the right to transfer the security to the purchaser to be held under the terms of this lease, and the Licensor shall be released from all liability for the return of such security to the Licensee.

Syanta Lal

Ashish Kothari

6. Property Taxes:

The Licenser shall pay all future rates, taxes, cesses, assessments and all other impositions whatsoever or hereafter charged or levied upon the premises and every new / increase in such rates, taxes, cesses, assessments and all other impositions.

7. IMPROVEMENTS BY LICENSEE:

The Licensee shall keep the property free and clear of all liens and, should the Licensee fail to do so, or to have any liens removed from the property within 15 days of notification to do so by the Licenser, in addition to all other remedies available to the Licenser, the Licensee shall indemnify and hold the Licenser harmless for all costs and expenses.

8. INDEMNITY BY LICENSEE:

The Licensee shall indemnify Licenser from all injury, loss, claims or damage to any person or property while on the Leased Premises. Licensee assumes full responsibility for the condition of the Premises throughout the term, and the Licensee hereby waives (a) All rights and claims against Licenser Parties, for any and all property loss or damage occurring anywhere on the premises and any and all personal injury or death occurring in or about the premises. (b) Claims arising from theft, vandalism, criminal acts, or lack of security. (c) Any acts or omissions of other tenants/Licensee/owners of other premises of the commercial building. However, the Licensee is not liable to pay for any damages caused by any natural calamities.

9. ASSIGNMENT AND SUBLETTING:

Under the terms and conditions stated hereunder, nothing herein shall give Licensee the right to either use the property for any other purpose than agreed upon in this Leave and License Agreement and under no circumstances the Licensee shall without the prior written permission / consent of the Licenser sublet, sublease, lien, assign, transfer, mortgage, or part with possession of any part or portion of the Leased premises to any Third party or its business associates, sister concern or create any third party interest on the Leased property, nor encumber or alienate the leased premises in any manner whatsoever.

10. The Licensee shall not create any charge and/or encumber the said property nor shall cause any damage and/or dispose of the same.
11. The Licensee shall use Licenser's Electricity Meter and shall regularly and punctually pay electric bills raised by the Electricity Department

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Arati Kothari

from time to time on actual monthly bill basis. In case the electricity line is disconnected for defaults of payment of bills the Licensor shall not be responsible, and the Licensee shall remain liable to the Licensor for the restoration of the line and the costs charges and expenses involved therein.

12. That the Licensee shall have no right to make any alteration to the said premises or assign it or let out or part with possession of the said premises or any portion thereof to any person as an occupier without prior written permission of Licensor.
13. That if any damage is caused to the said premises or portion thereof on account of any act of negligence or omission on the part of the Licensee, the Licensee shall forthwith execute all necessary repairs thereto or in the alternative pay adequate compensation to the Licensor on that account.
14. That the Licensee shall use the said premises exclusively for his own purpose without causing any nuisance or annoyance to the neighbours and it is also mentioned that if neighbour creates any disturbance to the Licensee, then Licensee solve the problem by themselves.
15. That the Licensor shall be at liberty to inspect the said premises as and when required with 1-day prior notice.
16. That in case the Licensor OR Licensee desires to terminate the Leave and License Agreement before maturity they have to give at least 45 (Forty-Five) days' notice in writing to each other.
17. That the lease and license agreement may be renewed further upon mutual consent. However, the Licensor holds the sole and exclusive right to decide whether to renew the license or otherwise at his own discretion.
18. That the Licensor has handed over to the Licensee, 1 (One) set of the office keys on 03.06.2024, as requested by the Licensee for him to do his shifting work.

Santanu Sanjay

Anil Kothari

MEMO OF CONSIDERATION

Received from the Purchaser a sum of ₹90,000/- (Rupees Ninety Thousand Only) being the earnest money and security deposit money paid by the Licensee to the Licensor as per Memo below:

S. No.	NEFT/RTGS	Bank	Paid on	Amount (₹)	Total (₹)
1.	416315330993	HDFC Bank	11.06.2024	₹50,000/-	₹50,000/-
2.	416414336710	HDFC Bank	12.06.2024	₹40,000/-	₹40,000/-
				Total :	₹90,000/-

In words: Rupees Ninety Thousand Only

Syanta Saha

Arif Kothari

SCHEDULE REFERRED TO ABOVE

All that office space in a commercial project Bengal Eco Intelligent Park Building, situated at EM Block, EM-3, Sector V, Saltlake City, on 13th Floor, Module No. 4, Kolkata, West Bengal 700 091, measuring about 643 sq. ft. Super Built-Up more or less with 1 (One) Car Parking in the Basement, Parking No. L-13-04/06, herein called the "**SAID PROPERTY**"

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

SIGNED SEALED AND DELIVERED in the Presence of:

WITNESS:

1. Kothari

Tasun Kothari
26, N.C.D. Lane
Howrah-711101

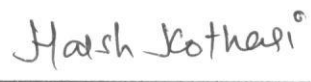
2. Vedant

VEDANT AJITSARIA
22, HEMANTA BASU SARANI
KOLKATA 700001

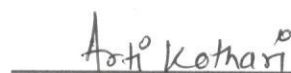
Licensor:


(SAYANTAN SARKAR)

Licensee:


(HARSH KOTHARI)

Licensee:


(ARTI KOTHARI)