

পশ্চিমুবজা पश्चिम बंगाल WEST BENGAL

09AC 308108

AGREEMENT FOR LEAVE AND LICENSE

THIS AGREEMENT IS MADE on this day the 05th day of June, in the year Two Thousand And Twenty Five (2025).

BETWEEN

(1) MUSHTAQ AHMED SIDDIQUI, son of Late Abdur Rahman, AND (2) MD. SAAQIB SAOOD SIDDIQUI, son of Mushtaque Ahmed Siddiqui, both by faith - Muslim, residing at 14A, North Range, Kolkata - 700 017. hereinafter jointly called as the LICENSORS (which term or expression shall ufless excluded by or repugnant to the subject or context be deemed to include and mean their respective heirs, successors, administrators, executors, legal representatives and assigns) of the **ONE PART**;

Mustaque Almed Siddiqui MDSAAQIB

MD IMRAN, son of Md Enam, residing at 113A, Topsia Road, Kolkata -700039, by faith - Muslim, by occupation - Business, hereinafter called and referred to as the **LICENSEE** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include and mean their respective heirs, successors, administrators, executors, legal representatives and assigns) of the OTHER PART;

WHEREAS the Licensors are absolutely seized and well possessed of and sufficiently entitled to ALL THAT the entire office space on the front (southern) side on the ground floor admeasuring about 160 sq.ft. approx. lying and situated at premises No.32/3, Topsia Road (South), P.S. Topsia, Ward No. 59, within the Municipal limits of Kolkata Municipal Corporation, Kolkata - 700 046 (for the sake of brevity hereinafter referred to as the "said office space").

AND WHEREAS the Licensors have decided to give on leave and license basis the said office space to intending party / parties to use the same for specified office purposes.

AND WHEREAS the Licensee has expressed his intention and is desirous to use as licensee the said office space.

NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED, **DECLARED AND RECORDED AS FOLLOWS:-**

1. In consideration of the sum of Rs. 1,00,000 /- (Rupees One Lakh)only. being paid by the Licensee to the said Licensors as interest free security deposit to be refunded by the Licensors and in consideration of the

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Thousand) only, to be paid by the Licensee to the said Licensors per month, positively within 7th day of current English calendar month, the Licensors hereby grant license and authorize the Licensee to enter uponand use the said office space on Leave and License basis for specified commercial purpose.

- 2. The Licensee shall pay the Licensor the monthly License Fee which shall include the Maintenance Fee punctually without any abatement. Time in this regard is the essence of the contract.
- 3. The said office space shall be used exclusively and specifically by the Licensee for specified purpose as office purpose and not for any other purposes and further the licensee shall obtain all municipal and other statutory licenses and authorization for using the said office space for the specified purpose.
- 4. This deed in no manner shall be construed to be an agreement for tenancy or ownership over the said office space nor the Licensee shall have the right to sublet, assign or part with position, or keep any substitute in its place in the said office space.
- 5. The Licensee further undertakes to deposit without fail the electricity charges raised by the CESC Ltd. With regard to the said shop room and after deposition of such amount shall deposit the said due month after month to the Licensors.
- 6. The Licensee under this agreement shall be operative for 11 months commencing on and from the 06th day of June, 2025 for carry out the authorized purpose and shall conclude on the 05th day of May, 2026 and thereafter the License shall stand terminated.

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- 7. On or Before the expiry of 11 (Eleven) months from the date of commencement of this agreement for Leave and License the said Licensee shall renew thesaid office space for further 2 period of 11 months and handover the peaceful and vacant possession of the same to the Licensors and further upon receipt of the same the Licensor shall refund back the sum of Rupees 1,00,000 /- (Rupees One Lakh) only, as paid by the said Licensee to the said Licensors as interest free security deposit subject to the deduction if any as the Licensors shall be entitled against the Licensee i.e. arrears if any of the License Fee as mentioned above unpaid electric bills, damage to the office orits interiors etc., and no other demand and / or claim shall be entertained, and furthermore the Licensee shall not stake any claim whatsoever with regard to the ownership of the said premises as well as the said office space, either from the date of execution of these presents, or on the date of termination of the same.
- 8. That in case if the Licensee decides to vacate the said office space prior to the expiry of the stipulated period in that case the Licensee shall give 1 (One) month clear period written notice to the Licensors and upon expiry of which he may vacate the same said office space.
- 9. The Licensee shall not make any alteration and addition permanent in nature in the said office space.
- 10. That the Licensee shall use the said office space exclusively for the specified purpose only as stated hereinabove and shall have no right to use the same for any illegal and / or immoral purpose.
- 11. That the Licensee shall not store any combustible or hazardous materials or otherwise dangerous things which may imperil the safety and security of the said office space. The Licensee shall further take

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extra precaution to see that no harm or damage is done or caused to be done to the existing interiors of the said office space.

- 12. That in the event the Licensee fails or neglect to pay the License fees within the time stipulated as hereinbefore stated or otherwise commits any breach of covenants, condition or stipulation hereunder impose or is adjudicated and insolvent, it shall be lawful on the part of the licensors to take appropriate action in accordance with law.
- 13. The Licensee has inspected the said office space and the portion of the building and is fully satisfied about its condition and internal arrangement and has therefore freely and voluntarily agreed to the terms of this agreement hereinbefore and shall not hereafter make any grievances on any account whatsoever.
- 14.On the expiry or sooner determination as mentioned hereinabove the Licensee shall handover peaceful and vacant possession of the said office space to the Licensors and remove or cause its employees and servants to remove all articles, belongings / furniture etc., from the Licensed portions.
- 15. That the Licensee shall not commit any nuisance and annoyance in the said office space which may cause disturbance to the other residents, neighbours.
- 16. The parties agree that the terms and conditions of this instant agreements cannot be modified orally and / or in any manner whatsoever other than by an agreement in writing signed by the parties hereto.

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17. Any dispute arising out of this agreement shall be governed by the jurisdiction of the courts of Calcutta.

SCHEDULE

ALL THAT peace and parcel ofentire office space on the front (southern) side on the ground floor admeasuring about 160 sq.ft. approx. lying and situated at premises No.32/3, Topsia Road (South), P.S. Topsia, Ward No. 59, within the Municipal limits of Kolkata Municipal Corporation, Kolkata – 700 046.

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

SIGNED SEALED AND DELIVERED

IN THE PRESENCE OF

WITNESSES

1. 674 0173, TOPSIARD

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Signature Of Licensors

Signature Of Licensee