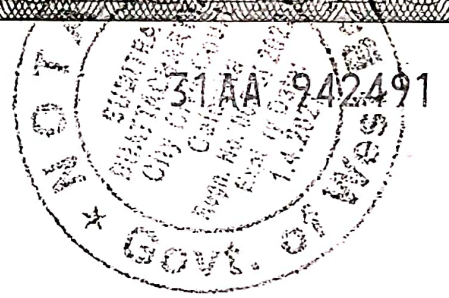
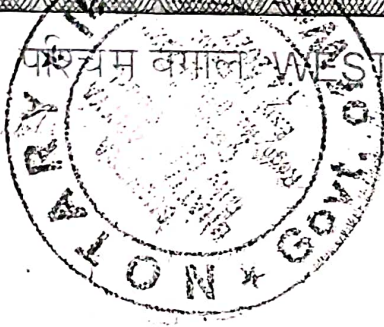




পশ্চিমবঙ্গ পশ্চিম কামাল WEST BENGAL



LEAVE AND LICENSE AGREEMENT

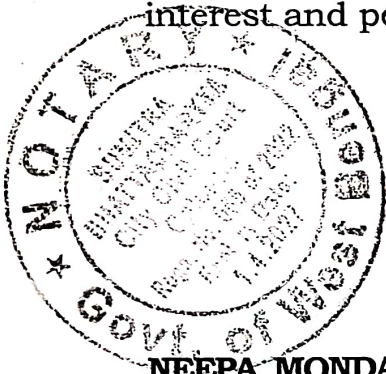
THIS AGREEMENT IS MADE on this 5th day of July, Two Thousand and Twenty Three (2023)

BETWEEN

07 AUG 2023

~~absolutely seized and possessed or otherwise well~~
sufficiently entitled to **ALL THAT** piece and parcel of one **SHOP**

BOBITA PATHAK, PAN – CBOPP5299P, Aadhaar No. 4477 6137 2709, daughter of Sudhir Kumar Bhattacharya, by faith – Hindu, by Nationality- India, residing at village Jagadishpur, Post Office – Rajarha, P.S. – Rajarhat, District – North 24 Pargans, Kolkata - 700135 hereinafter called and referred to as the **“OWNER/LICENSOR”** (which term or expression shall unless excluded by or repugnant to the subject or context or meaning thereof mean and include her heirs, successor or successors in interest and permitted assigns) of the **ONE PART.**



A N D

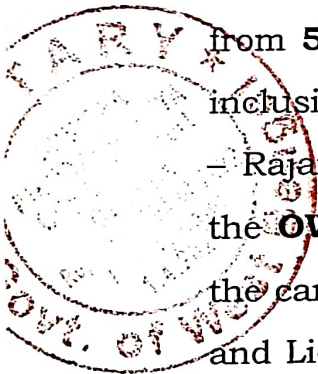
NEEPA MONDAL, PAN – CBMPM3779D, Aadhaar No. 509556575851, daughter of Nitaichandra Mondal, by faith – Hindu, by Nationality- India, presently residing at village Bhatenda, Post Office – Rajarha, P.S. – Rajarhat, District – North 24 Pargans, Kolkata - 700135 and having permanent address at Ujjwala Bhawan, House No. 336, Sutir Math (South) Berhampore, District – Murshidabad, West Bengal – 741156, hereinafter called and referred to as the **“LICENSEE”** (which term or expression shall unless excluded by or repugnant to the subject or context or meaning thereof mean and include her heirs, successor or successors in interest and permitted assigns) of the **OTHER PART.**

WHEREAS the Licensor is the exclusive and lawful owner of and is absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of one **SHOP**

ROOM being Shop No. -7 measuring more or less including Super Built-up area about **130 Sq.ft** lying at Ground Floor in the building namely "BINA NIKETAN", situated at Bhatenda, Badamtola, P.O. & P.S. – Rajarhat, District – North 24 Pargans, Kolkata – 700135, which is morefully described in the **Schedule " A"** written hereunder.

AND WHEREAS considering the requirement of some space to start a business relating to Real Estate broking , the Licensee proposed to take one Office Room on monthly Leave and License basis and the Licensor/Owner agreed to give the said Office Room as morefully described in the **Schedule " A"** below to carry on the said Business for a period of 11 (Eleven) months, commencing from **5th day of July, 2023 to 4th day of June, 2024** (both days inclusive) at premises situated at Bhatenda, Badamtola, P.O. & P.S. – Rajarhat, District – North 24 Pargans, Kolkata – 700135 which the **OWNER/LICENSOR** has agreed to grant reserving for himself the care and control of the said SHOP ROOM on the basis of Leave and License only which will stand *ipso facto* revoked on the expiry of the said period.

on Leave and License basis, i.e. at the License Fees of **Rs. 3,800=00 (Three Thousand Eight Hundred) only** per month excluding Electricity Charges payable on or before the 5th day of each and every current month for the License fee of that month without any delay or default .

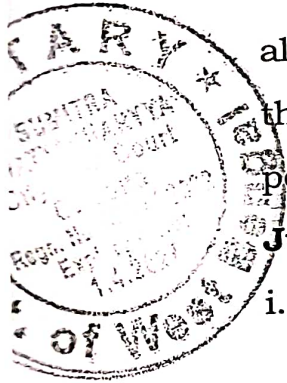


**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO
AS FOLLOWS :-**

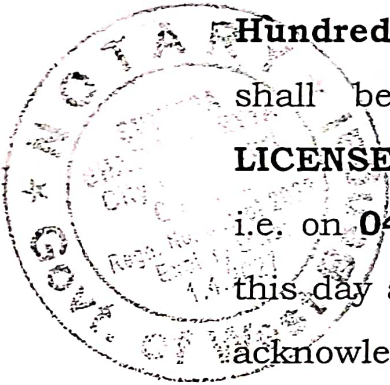
1. That this writing shall never be construed as any tenancy agreement or lease nor otherwise creating any other right or interest in the property, i.e. the **Said Shop Room** of the **OWNER/LICENSOR** in favour of the **LICENSEE** and which is not at all intention of the parties hereto but on the contrary it is merely temporary agreement or arrangement simply to allow the **LICENSEE** to use and occupy the said ShopRoom of the **OWNER/LICENSOR** for commercial purpose only for a period of 11(Eleven) months, commencing from **5th day of July, 2023 to 4th day of June, 2024**(both days inclusive), i.e. (from **05.07.2023 to 04.06.2024**)

2. That the **LICENSEE** has proposed to take the **ShopRoom** at Bhatenda, Badamtola, within the Police Station Rajarhat and District of North 24 Pargans on Leave and License basis, i.e. at the License Fees of **Rs. 3,800=00 (Three Thousand Eight Hundred) only** per month excluding Electricity Charges.

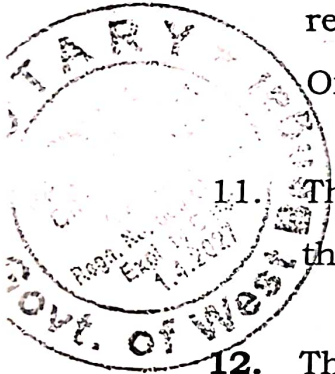
3. That the **LICENSEE** shall, in consideration of such accommodation, as hereunder provided, pay to the **OWNER/LICENSOR** a sum of **Rs. 3,800=00 (Three Thousand Eight Hundred) only** per month according to English Calender month as License Fees for such temporary occupation, and /or which is to be paid by the **LICENSEE** to the **OWNER/LICENSOR within 5th day** of every succeeding month by cash.



4. That in case of default in making payment of licensee fees for 3 consecutive months, the **LICENSEE** shall be treated as 'Defaulter' and the **OWNER/LICENSOR** shall have the liberty to rescind/terminate this Agreement and take back the possession of the **Said Shop Room** after adjusting the dues, if any from the security deposit as to the amount mentioned hereinafter **OCCUPIER/LICENSEE**.
5. That to secure such payment of **LICENSEE** accommodation charges and observance, the **OWNER/LICENSOR** shall keep a sum of **Rs. 7,600/- (Rupees Seven Thousand and Six Hundred)** only, being the interest free security deposit which shall be refunded by the **OWNER/LICENSOR** to the **LICENSEE** on expiry of the stipulated period of the agreement i.e. on **04.06.2024**. The said sum of **Rs. 7,600/-** is paid on this day and the **OWNER/LICENSOR** doth hereby admit and acknowledge the same vide Memo hereunder.
6. That the **LICENSEE** shall use the **said Shop Room** for running the business relating to Real Estate broking only. The **LICENSEE** shall never keep or store any combustible, obnoxious, contraband article and goods, Narcotic Drugs and Psychotropic substances and any heavy article on the floor of the **said Shop Room** or within the licensed portion hereby fully described in Schedule below.
7. The **LICENSEE** shall liable for any damages that may be caused to the **said Shop** room during the period of its business, other than reasonable and normal wear and tear.



8. The **LICENSEE** shall keep the said Shop room in good order and condition, and the **LICENSEE** shall never be entitled to make any addition or alteration work in the said Shop room. Any damages of walls, floor, doors, fittings and fixture of the said Shop room shall be compensated by the **LICENSEE**.
9. This Leave and License agreement shall be terminated by either party by giving **two months' notice** in writing after **Lock in Period of 6 months** from the date of its execution i.e from 5th July, 2023.
10. That the **LICENSEE** shall pay separate electricity charges exclusive of monthly rent and on payment of electricity Bill in respect of the separate electricity meter provided for the said Office Room, the electricity charges shall be squared up.
11. That the **LICENSEE** shall not transfer the License or Sub- let the said licensed portion to any stranger or outsider.
12. That the **OWNER/LICENSOR** shall have the discretion to renew such period on fresh terms and condition and in such circumstances a fresh agreement containing fresh terms and conditions shall be entered in to the parties.
13. That the License fees will be increased @ 6% after one term (I.e after 11 months period, if it's renew.
14. That the **LICENSEE** shall be bound to pay **Rs. 3,800=00 (Three Thousand Eight Hundred)** only towards License fees on and from 05.07.2023.



8. The **LICENSEE** shall keep the said Shop room in good order and condition, and the **LICENSEE** shall never be entitled to make any addition or alteration work in the said Shop room. Any damages of walls, floor, doors, fittings and fixture of the said Shop room shall be compensated by the **LICENSEE**.
9. This Leave and License agreement shall be terminated by either party by giving **two months' notice** in writing after **Lock in Period of 6 months** from the date of its execution i.e from 5th July, 2023.
10. That the **LICENSEE** shall pay separate electricity charges exclusive of monthly rent and on payment of electricity Bill in respect of the separate electricity meter provided for the said Office Room, the electricity charges shall be squared up.
11. That the **LICENSEE** shall not transfer the License or Sub- let the said licensed portion to any stranger or outsider.
12. That the **OWNER/LICENSOR** shall have the discretion to renew such period on fresh terms and condition and in such circumstances a fresh agreement containing fresh terms and conditions shall be entered in to the parties.
13. That the License fees will be increased @ 6% after one term (I.e after 11 months period, if it's renew.
14. That the **LICENSEE** shall be bound to pay **Rs. 3,800=00 (Three Thousand Eight Hundred)** only towards License fees on and from 05.07.2023.



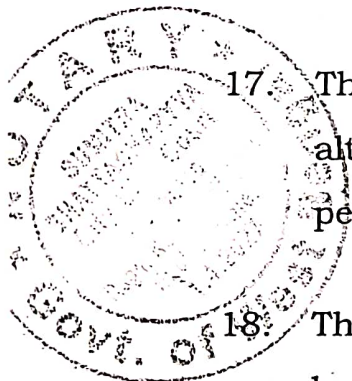
15. That this instant License period shall be valid for the period of 11(Eleven) months commencing on and from 05.07. 2023 and ended on 04.06.2024. Simultaneously before the expiry of the said License period the Licensee shall be bound to vacate the said Shop Room immediately and surrender possession in favour of the Licensor.

16. That the **LICENSEE** prior to taking the possession have inspected the Shop Room and was fully satisfied about its conditions and internal arrangement and thereafter freely and voluntary agreed to the terms of the **LICENSEE** herein before provided and shall not hereafter express any grievance or dissatisfaction on any account whatsoever during the tenure of License and thereafter took possession into the Shop Room on 05.07.2023.

17. That the **LICENSEE** shall not make any addition and/or alteration within the licensed portion except the written permission of the Licensor.

18. That for breach of any terms and conditions stated hereinabove mentioned, this agreement shall " revoked" and the said Shop Room hereby given fully described herein below shall be taken back by the **OWNER/LICENSOR** without any demur and /or delay.

19. If the **LICENSEE** would fail or neglect to pay the monthly Licensee as well as the electricity charges as herein before stated for consecutive three months or otherwise commit any breach of the covenants, conditions and stipulations

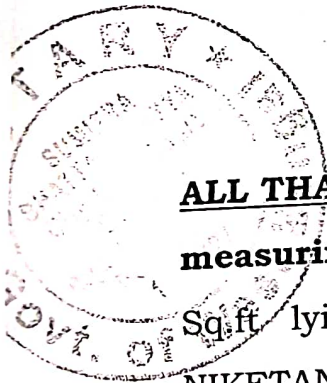


hereunder imposed or is adjudicated as an insolvent, it shall be lawful on the part of the Licensor to evict or dispossess the **LICENSEE** without assigning any reason.

20. That on the expiry of the stipulated period of the agreement i.e. 28.02.2026 this Agreement shall be revoked and the **LICENSEE** shall quite, vacate and leave the said shop room morefully mentioned in Schedule "A" hereby given forthwith without any demur.

SCHEDULE "A" MENTIONED PROPERTY

ABOVE REFERRED TO



ALL THAT piece and parcel of one **SHOP ROOM** being Shop No. -7 **measuring** more or less including Super Built-up area about **130 Sq.ft** lying at Ground Floor in the building namely "BINA NIKETAN", situated at Bhatenda, Badamtola, P.O. & P.S. - Rajarhat, District - North 24 Pargans, Kolkata - 700135 Ward No. along with the rights of all common passage, common spaces, attached thereto.

SCHEDULE "B" ABOVE REFERRED TO

Bank Details of OWNER/LICENSOR

Name of the Beneficiary :

Phone Pay No. :

Bank Details

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands after understanding the contents of this indenture with their sound minds and physique on the day, month and year first written above.

SIGNED, SEALED AND DELIVERED

IN PRESENCE OF :-

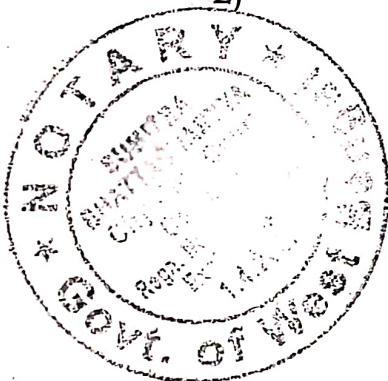
1) JAYANTA HALDER

Jayanta Halder.

Rohita Pathak

Signature of the **ONE PART / LICENSOR**

2)



Peepa Mondal
NEEPA MONDAL

Signature of the **OTHER PART / LICENSEE**

Drafted by me and prepared

in my chamber.

Identified by me

Suresh Kumar Saha.
Advocate and.

Advocate.

High Court, Calcutta.

Signature/s of the Executant/s
are Attested on the Identification
of the Advocate

Sumitra Bhattacharyya
Notary

Sumitra Bhattacharyya
Notary, Govt. of W.B.
Regd. No. 063 of 2022
City Civil Court, Calcutta

07 AUG 2023

MEMO

RECEIVED from the within named **LICENSEEMS. NEEPA MONDAL**, the within mentioned sum of **Rs. 7,600/- (Rupees Seven Thousand and Six Hundred)** only in cash being the interest free refundable amount as mentioned in the agreement on my aforesaid bank account.

Kolkata

Dated:

WITNESSES:

1. JAYANTA HALDER
Jayanta Halder.

Bobita Pathak

Signature of the ONE PART /
LICENSOR

