भारतीय गैर न्यायिक

भारत

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TWENTY RUPEES

INDIA

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

NOTARY 31AA 700108

MY SEAL 'A'

APDS ADDRESS PVT. LTD.
Director

AGREEMENT FOR LEAVE AND LICENCE

THIS LEAVE AND LICENCE AGREEMENT is made on this 1st day of February 2023 (Two Thousand Twenty Three)

BETWEEN

Chaitali Bhattacharya Pratik Bhattacharya

SARBANI MITRA
NOTARY Regd. No.-5515/08
Govt. of India
SEALDAH COURT

01 FEB 2023

APDS ADDRESS PVT. LTD.
Director

MRS CHAITALI BHATTACHARYA(PAN BRUPB9585R)(Aadhaar No. 9134 3039 7361) wife of Late Pranotosh Bhattacharya, by faith-Hindu, by Nationality- Indian, by occupation-House wife,

AND **MR PRATIK BHATTACHARYA**(PAN BRLPB9428A)(Aadhaar No. 3866 9527 9583)son of Late Pranotosh Bhattacharya, by faith-Hindu, by Nationality- Indian, by occupation-Service, both are residing at P-52 Sector- "B", Metropolitan Co-operative Housing Society Ltd., Canal South Road, P.O.- Dhapa, Police Station- Pragati Maidan, Kolkata-700105, West Bengal, herein referred to as "**THE LICENSORS**" (which terms or expression shall be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the **ONE PART**;

AND

APDS ADDRESS PRIVATE LIMITED,(PAN AAXCA8717G) a Private Limited Company registered under the Indian Company Act, 1956 having its registered office at BF-38, Krishnapur, Rabindrapally, P.S Baguihati, Kolkata- 700101,District North 24-Parganas,represented by its one Directors **MR SUMAN CHAKRABORTY** (PAN AMZPC9527H) (Aadhaar No. 9111 6599 7022) son of Mr. Ashoke Chakraborty, by Occupation-Business, by Religion-Hindu, by Nationality-Indian, residing at Chaipat, Daspur II, West Midnapore-721148, State- West Bengal, as signatory Authority, hereinafter referred to and called as the **"LICENSEE"** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and

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Pratik Bhattacharya

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include its heirs, successors, executors, administrators, Legal representatives and assigns) of the **OTHER PART**;

WHEREAS, the Party of the ONE PART is the absolute owner Flat having covered area 842.5 square feet on the Southern Side of the Ground floor situated at Municipal premises No, A/P-52/B, Canal South Road, Metropolitan Co-operative Housing Society Ltd., Kolkata-700105, Police Station- Pragati Maidan, District- 24 Parganas (South) under KMC in ward No. 57 more fully described in the Schedule hereunder written. Presently the said the Licensee in search of temporary accommodation requested the Licensors herein for giving possession on a license basis to allow to use and occupy in respect of the schedule mentioned a Flat (being Southern side of the ground floor) having covered area 842.5 square feet for their office purpose, temporally a term of 11 (eleven) months on and from the 1st day February, 2023, terminable on the 31st day of December, 2023.

AND WHEREAS the Licensors have acceded to the request of the Licensee on the terms and conditions hereinafter contained.

APDS ADDRESS PVT. LTD.
Debojit Saha
Director

APDS ADDRESS PVT. LTD.
Suman Chakraborty
Director

Chaitali Bhattacharya

Pratik Bhattacharya

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NOTARY Regd. No.-5515/08
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SEALDAH

01 FEB 2023

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NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1.That in consideration of the stipulated terms and conditions herein described and the observance of the said terms and conditions agreed by them, the Licensor do hereby grant permission to the Licensee to use and occupy the Flat (being Southern side of the ground floor) for a period of 11 (eleven) months on and from the 1st day of February, 2023, terminable on the 31st day of December, 2023.

2.This writing shall never be construed as tenancy agreement or leave nor otherwise creating any other interest in the property in favour of the Licensee which is not at all the intention of the party but on the contrary merely a temporary agreement or arrangement simply to allow the Licensee to use the occupied of the said Flat (being Southern side of the ground floor) of the premises for office purpose only.

3.That the Licensors gives on license the said Flat (being Southern side of the ground floor) having covered area 842.5 square feet more or less on the Southern Side(back side) of the Ground floor of the said Premises more fully described in the Schedule hereunder written, at a monthly licence fee of Rs.18,000/- (Rupees Eighteen thousand) for 11 (eleven) months on and from the 1st day of February,2023 terminable on the 30th day of December, 2023.

APDS ADDRESS PVT. LTD. Suman Chakraborty Director

APDS ADDRESS PVT. LTD. Debajit Saha Director

Suman Chakraborty

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4.That the month of license shall be computed according to English Calendar month and the license fee of each month shall be payable within 5th day of the month for which such license fee falls due.

5.That the licensee shall keep deposit with the Licensors a sum of Rs.36,000/- (Rupees Thirty six thousand Only) as a refundable security deposit and the Licensors shall refund the said amount at the time of getting the said Flat on the Southern Side(back side) of the Ground floor vacant without any interest.

6.That the licensee shall keep the said Flat on the Southern Side(back side) of the Ground floor of the premises under the occupation and fixture & fittings in and upon the same in a good, habitable condition of their own costs

7.That the licensee shall not make any addition or alteration of the said Flat or damage shop and they will not damage the walls etc. of the said premises.

8.That the Licensee shall use electricity through the electric meter and the electric bill will be paid by the licensee regularly directly to the C.E.S.C. Ltd. and upon payment of the said amount of electric bills shall handover the paid up electric bills to the licensor. The payment should be made on or before the due date to avoid disconnection.

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Suman Chakraborty

APDS ADDRESS PVT. LTD.
Suman Chakraborty
Director

APDS ADDRESS PVT. LTD.
Debajit Saha
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9.In the event of licensee fails to hand over vacant and peaceful possession of the Flat on the Southern Side(back side) of the Ground floor of the premises to the licensor, the licensor will be entitled and shall be at liberty to enter into the said Flat of the premises from the licensee without recourse to a court of law without prejudice to the right of licensor to recover damage from the licensee. The licensee occupation of the said Flat of the premises after the expiry of this agreement will be deemed to be that of a trespasser.

10.That the Licensors should pay the KMC property tax.

11.That the licensee shall not use the said Flat on the Southern Side(Front side) of the Ground floor of the premises for any illegal, immoral or improper purposes and the Licensor shall not be responsible or liable to any financial transaction of the Licensee.

12.That the licensee shall have no right to sub-let or to assign or to transfer part or portion of the premises to any other person/persons under any circumstances.

13.That this agreement shall not entitle the licensee to make or have claim of tenancy, sub tenancy or any other right title or interest of whatsoever nature in the said Flat on the Southern Side(back side) of the Ground floor of the premises or any portion thereof. It is agreed between the parties hereto that the

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Director

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APDS ADDRESS PVT. LTD.
Director

Chaitali Bhattacharya

Pratik Bhattacharya

licensee shall not grant a sub lease to any other person and shall not keep any other person in place instead of the licensee.

14.That the legal physical possession of the said Flat on the Southern Side(Back side) of the Ground floor of the premises shall always be deemed to be with the Licensors and the licensee shall merely use and occupy the said Flat on the Southern Side(Back side) of the Ground floor of the premises as licensee.

15.The licensee shall allow the Licensors or their authorized agent to enter in the said Flat on the Southern Side(Back side) of the Ground floor of the premises and inspect the condition thereof at all reasonable time, as and when it may be necessary.

16.Provided, however and notwithstanding any thing herein before contained, it is hereby expressly agreed by and between the parties hereto that in default of any payment on the dates hereinbefore referred to above to the Licensors or other appropriate authorities, the Licensors shall be entitled to or shall have always the power to revoke the license herein under granted at their absolute discretion and re-occupy the property without subjecting themselves to any liability on that account and notwithstanding any intermediate negotiations or waiver of breach thereof when and in such an event the licensee shall

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Director

Chaitali Bhattacharya

Pralik Bhattacharya

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surrender the said Flat on the Southern Side(Back side) of the Ground floor of the premises as hereunder contemplated.

17.That on expiry of the tenure of the license or earlier termination of this license the licensee shall forthwith delivers the vacant and peaceful possession of the said Flat having covered area 842.5 square feet on the Southern Side(Back side) of the Ground floor) of the premises to the licensors with habitable condition and shall remove all belongings from the said flat at their own costs and expenses and thereafter shall not enter into the said Flat as Licensee.

18.That the Licensee shall be bound to pay for any damages of the electrical fittings, fixture & fittings of the said Flat.

19.On the expiry of this agreement the licensee shall handover vacant and peaceful possession of the said Flat to the Licensors without any objection whatsoever.

20.The Licensee shall keep and maintain, at its own cost and expense, the interior of the licensed Premises in good and tenantable repair and condition (reasonable wear and tear, and damage by earthquake, tempest or other act of God or inevitable accident or by irresistible force, always excepted).

21,The Licensee shall not bring or store or suffer to be brought or stored in the licensed Premises any hazardous, dangerous, combustible or inflammable goods or material,

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22.The Licensors shall not be responsible for any injury or damage which may be caused to the Licensee or the staff or visitors or clients of the Licensee or to any goods or property of the Licensee which may be lying in the licensed Premises by fire, white-ants, leakage, breakage or bursting of water, waste or gas pipes or electricity or the accidental giving way of any portion of the wall, floor, roof or any portion of the licensed Premises or from any theft or from any other cause whatsoever.

23.The Licensors and the Licensor's authorized representatives shall be entitled to inspect the licensed Premises at any time during business hours after giving the Licensee due notice thereof at least 24 (twenty-four) hours in advance.

24.This agreement can be terminated by either party by giving Two (2) months notice to other party in writing. In that event the licensee shall be entitled to immediate refund of the security deposit, upon delivering, peaceful and vacant possession of the said Flat on the Southern Side(Back side) of the Ground floor fixture & fittings in a good and proper state to the Licensors.

25.If the Licensee fails neglects or is otherwise unable to make payment of the monthly licence fee for a continuous period of three months, the Licensors shall have the right to terminate this Agreement, provided that the Licensors shall give the

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SARBANI MITRA NOTARY Regd. No.-5515/08 Govt. of India SEALDAH COURT

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Licensee 30 (thirty) days prior notice in writing of its intention to terminate this Agreement. If the Licensee fails, neglects or is otherwise unable to remedy the aforesaid breach specified in the notice within the said notice period then at the end of the notice period this Agreement shall stand terminated. In case of such breach by the Licensee, the Licensors shall be entitled to adjust the license fee of the security deposit, subject to issuance of the notice in writing for termination as mentioned hereinabove.

26.If the Licensors commits a breach of any terms of this Agreement or commits breach of any law, rules and regulations applicable to the licensed Premises whereby the Licensee is prevented from carrying on its activity in the licensed Premises in the manner contemplated in this Agreement or otherwise because of any act attributable to the Licensors, then the Licensee will be entitled to terminate this Agreement, provided that the Licensee shall give the Licensor 30 (thirty) days prior notice in writing of its intention to terminate this Agreement. If the Licensors fail, neglects or is otherwise unable to remedy the breach specified in the notice within the said notice period then at the end of the said notice period this Agreement shall stand terminated.

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MY SEAL 'A'

SARBANI MITRA NOTARY Regd. No.-5515/08 Govt. of India SEALDAH COURT

APDS ADDRESS PVT. LTD. Debajit Saha Director

APDS ADDRESS PVT. LTD. Suman Chakraborty Director

Chaitali Bhattacharya

Baiik Bhattacharya

27.It is hereby clarified that in no circumstances Licensee shall claim tenancy, sub-tenancy in respect of licensed premises belonging to the Licensor.

28.No variation of this agreement shall be binding unless the same is done in writing with the consent of both the parties.

29.Nothing herein contained shall be construed as creating any right, title, interest, estate, easement, tenancy or sub-tenancy in favour of the Licensee in respect of the licensed Premises other than the permissive right hereby granted to use and occupy the licensed shop in the manner contemplated herein.

30.The terms of this Agreement shall supersede and prevail over any oral understanding between the Parties and it is acknowledged by the Parties that there is no oral understanding/agreement pertaining to use of the said Shop.

31.That it is agreed by the Parties that on the Licensee paying the monthly compensation and observing the terms and condition of this agreement the Licensee shall use and enjoy the licensed premises during the entire tenure of this licence without any interruption, disturbance whatsoever, by the licensors or any person or persons lawfully or equitably.

32.Any dispute out of the agreement will be subject to settlement in Kolkata Jurisdiction only.

MY SEAL 'A'

Sumeen Chakraborty

SARBANI MITRA
NOTARY Regd. No.-5515/08
Govt. of India
SEALDAH COURT

APDS ADDRESS PVT. LTD.
Debajit Saha
Director

APDS ADDRESS PVT. LTD.
Suman Chakraborty
Director

Chaitali Bhattacharya.

Poralik Bhattacharya

NOTARY S. MITRA SEALDAH COURT Regn. No.-5515/08 Commission Expires in March 2023 GOVT. OF INDIA

THE SCHEDULE ABOVE REFERRED TO
(Description of the licensed Shop)

ALL THAT a Flat having built-up area 842.5 square feet on the Southern Side of the Ground floor being part of the Premises and situated at Municipal premises A/P-52/B, Canal South Road, Metropolitan Co-operative Housing Society Ltd., Kolkata-700105, Police Station-Pragati Maidan within the limit of Kolkata Municipal Corporation, Ward No.-57, Borough No.-VII, A.D.S.R office Sealdah, District: 24 Parganas(South).

IN WITNESS WHEREOF, the Parties hereto have hereunto and to set and subscribed their respective hands the day and year first hereinabove written.

MY SEAL 'A'

SIGNED, SEALED & DELIVERED

IN PRESENCE OF FOLLOWING

WITNESSES:-

1. Flat 302, Jagruthi Sreeniketu, Kondapur Main Rd. Hyderabad - 84

2 Pabitar Bhadait
43, Mott Lane Kolkata 700013

Chaitali Bhattacharya

Pratik Bhattacharya

SIGNATURE OF LICENSORS

APDS ADDRESS PVT. LTD.
Debajit Saha
Director

APDS ADDRESS PVT. LTD.
Suman Chakraborty
Director

APDS ADDRESS PVT. LTD.
Suman Chakraborty
Director

SIGNATURE OF LICENSEE

Drafted by me & Identified by me
Arindam Ghosh
(Advocate)
Chiroo Judges Court, Kolkata - 700 027

Signature of Executant
Attested on Identification by
Ld Advocate... A. Ghosh

SARBANI MITRA
NOTARY Regd. No.-5515/08
Govt. of India
SEALDAH COURT

01 FEB 2023

सत्यमेव जयते
भारत सरकार

आधार

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India

Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1040/19549/38593

22/08/2013

To
চৈতালী ভট্টাচার্য্য
CHAITALI BHATTACHARYA
P 52 SECTOR B CANEL SOUTH ROAD
METROPOLITAN HOUSING SOCIETY
Dhapa S.O
South Twenty Four Parganas
West Bengal 700105

47632616

MN476326167FT

আপনার আধার সংখ্যা / Your Aadhaar No. :

9134 3039 7361

আধার – সাধারণ মানুষের অধিকার

ভারত সরকার

Government of India

চৈতালী ভট্টাচার্য্য
CHAITALI BHATTACHARYA
পিতা : মিহির চন্দ্র বন্দ্যোপাধ্যায়
Father : MIHIR CHANDRA BANDHOPADHAY
জন্মতারিখ / DOB : 02/07/1961
মহিলা / Female

9134 3039 7361

আধার – সাধারণ মানুষের অধিকার

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