

S/L NO. 09/11/11/2022.

# भारतीय गैर न्यायिक

दस  
रुपये

TEN  
RUPEES

₹.10

Rs.10



## INDIA NON JUDICIAL



पश्चिम बंगाल  
BEFORE THE NOTARY  
ALIPORE JUDGES COURT  
KOLKATA-700027



### LICENSE AGREEMENT

THIS LEASE AND LICENSE made this 11<sup>th</sup> day of NOVEMBER, TWO THOUSAND

TWENTY TWO BETWEEN SMT RANI PODDAR wife of Late Abhinandan Poddar

residing at 5/7 Buroshibtalla Main Road, Kolkata -700038, P.S New Alipore

hereinafter referred to as the "LICENSOR (which expression shall unless

excluded by or there be something repugnant to the subject or context be deemed

to mean and include her heirs, executors, administrators and legal representatives

of the ONE PART; AND MR PRATEEK KUMAR SARAF, Son of Shri Vinod kumar Saraf, Residing at

BL-43 ,FL-7C,Greenfield City , E3- 398, Joth Sibrampur,Maheshtala (M), South 24 Paraganas,West Bengal-

700141 AND KUMAR OM PRAKASH ,Son of Shri Devendra Singh, Residing at Trimuhan Kahalgaon Near

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11 NOV 2022

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Sl. No. 284 Date \_\_\_\_\_ Rs. 10K

Name Rani Poddar

Address 5/7, Bussihistala Main Rd, Hat 28,

Vendor Amrithanda

SWARUP CHANDRA  
Alipore Judges' Court, Kol-27

.11 NOV 2022



Thakur Wari Bholsar Ekchari Bhagalpur Bihar-813204. Hereinafter referred to as the "LICENSEE"



(Which expression shall, unless excluded by or there be something repugnant

to the subject or context, be deemed to mean and include its successor/s or

successor/s-in-office and or assigns), of the OTHER PART;

WHEREAS the Licensor is seized and possessed of or otherwise well

and sufficiently entitled to ALL THAT one Room with Chamber and Bathroom on

the Third floor south facing measuring more or less 300 sqft super build up area

situated lying at premises 33, Bankim Mukherjee Sarani, New Alipore, Kolkata-700053,

Formerly known as (5/1, Durgapur Colony) more fully and particularly described in the

Schedule hereunder written hereinafter referred to as the "Said Space";



AND WHEREAS the Licensee has approached the Licensor and

Expressed their desire to take the said space for its temporary use for a period of

Eleven Months on Leaves and Licence basis to which request, the Licensor has Agreed;

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AND WHEREAS in view of the aforesaid the Licensee herein approached

The Licensor for temporary use of ALL THAT one Room with Chamber and

Bathroom on the Third floor south facing measuring more or less 300 sqft super

Build up area situate lying at premises no.33, Bankim Mukherjee Sarani, New-Allipore

Kolkata-700053, hereinafter referred to as the 'said licensed space' more fully

And particularly described in the Schedule stated hereunder for the purpose of

Carrying on its business for a period of 11 months with effect from the 1<sup>st</sup> day of

NOVEMBER, 2022.

AND WHEREAS the Licensor has agreed to allow to the Licensee to use the

Said licensed space for temporary use with effect from 1<sup>st</sup> NOVEMBER, 2022,

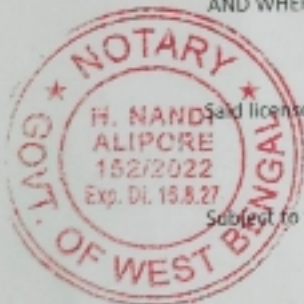
Subject to the terms, conditions, covenants and stipulations stated hereunder;

NOW IT IS HEREBY AGREED, COVENANTED AND STIPULATED BY AND BETWEEN THE PARTIES HERETO AS STATED UNDER:

1. In consideration of the representations and promise made by the Licensee herein for the temporary use of the said licensed space for carrying on their business for a period of 11 (eleven) months, the Licensor hereby agrees to permit the said Licensee herein to use the said space hereinafter referred to as the Said licensed space solely for its business use for a limited period of 11 (eleven)

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Months with effects from 1<sup>st</sup> day of NOVEMBER, 2022 and expiring on 31th day of

SEPTEMBER, 2023, subject to the terms and conditions stated hereunder;



2. It is agreed and recorded that the Licensor has fully furnished and

Decorated the said space with electrical fittings, Three Fan, Fix wooden Furniture

and Fixtures, Air Conditioner, Seven Executive Revolving Chairs, Two Iron Chairs, Three Tables, Etc

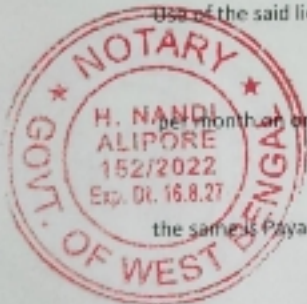
And other amenities therein which shall be used by the licensee.

3. It is agreed and recorded that the Licensee shall pay the Licence fees for

Use of the said licensed space @ Rs.15000/- (Fifteen thousand only)

per month on or before the 5<sup>th</sup> day of each English Calendar month for which

the same is Payable without any abatement or deduction whatsoever or howsoever.



4. The Licensee shall further deposit a sum of Rs.50000/- (FIFTY

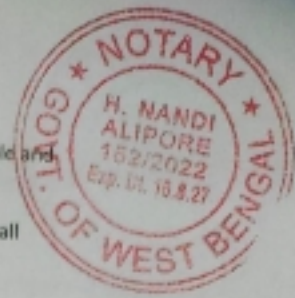
THOUSAND Only) As interest free Security Deposit with the Licensor. The said Security Deposit, shall

be Refunded to the Licensee on the day of vacating the said office space upon termination of this License,

provided there is no breach of Any terms hereunder by the Licensee;

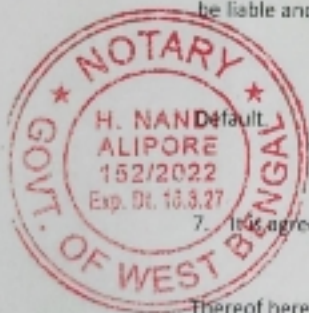
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5. The licensee shall maintain the said licensed space in habitable and Good condition at its own costs and shall also follow and comply with all Restrictions, Stipulations, Rules and Regulation of the Licensor framed for the Maintenance and Management with regards to the said Licensed space.

6. It is agreed and recorded that in addition to the said license fee the Licensee shall also pay the Electricity Charges for consumption of Electricity And/or other charges to be used in the said licensed space and the licensee shall be liable and/or responsible for payment of the same punctually and without any



7. It is agreed that in default of payment of any of the amounts or any part thereof herein agreed to be paid by the Licensee to the Licensor, the Licensor Would be at liberty to terminate this license by giving one month's notice calling the attention of the Licensee to such default and in case such default continues the licensor shall be at liberty to terminate the licence forthwith.

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8. If the Licensee fails to pay the License fees for the use of the said

Licensed space and/or other charges and amounts as stated hereinabove or

Commits any other breach of any of the undertaking, covenants, stipulations and

terms and conditions stated herein, then the licensor shall be entitled to terminate

this License forthwith.

9. It is expressly agreed and undertaken by the Licensee that during the said

Period of permissive temporary use of the said licensed space the Licensee shall

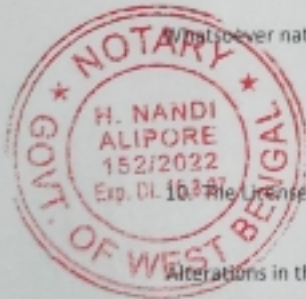
Not use the said licensed space or any part or portion thereof for any purpose of

whatsoever nature other than business purpose of the Licensee only.

10. The Licensee shall not be entitled to make any additions and/or

alterations in the said licensed space without the written permission of the

Licensor.



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11. That the licensor shall be entitled to inspect anytime the said Licensed office

Space to view and examine its condition and the manner of its use by the

Licensee and if any repairs or renewals are required for the maintenance of the

said Licensed space then the licensor shall convey the same and the licensee shall

Carry out such repairs immediately after receipt of such notice from the licensor.

12. The Licensee shall be permitted to surrender and/or terminate this License at

any time prior to the said period of 11[eleven] months of this licence, by giving

Notice of one month, but not before six months. In case of vacating the said office space the licensee

Cannot take any other office space in the same building for next 2 years. Violating this will call for legal

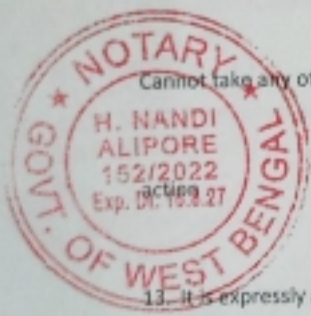
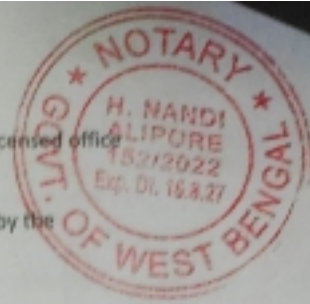
13. It is expressly agreed and stipulated that the Licensee shall not be entitled to

Claim any adjustment from the payment to be paid by the Licensee or

Reimbursement thereof from the licensor in any manner whatsoever and further

more by making such payments the Licensee shall not derive any right, title and

Interest of whatsoever nature in respect of the said Licensed space or any part Thereof.



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14. It is hereby specifically agreed and understood, stipulated and covenanted by

and between the parties hereto that by virtue of permitting the use of the said

licensed space no right, title or interest of whatsoever nature or by what ever

name called is conferred upon or agreed to be conferred upon unto and in favour

of the Licensee and the same shall not in any manner whatsoever be either

construed, claimed or interpreted to be a grant or demise or creation of tenancy or

lease or sub-lease or any right, title or interest unto and in favour of the licensee.

It is expressly agreed and understood that this agreement shall not operate or be

construed to create the relationship of Landlord and Tenant between the Licensor

and Licensee.

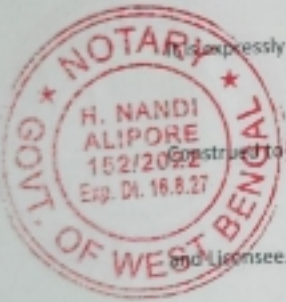
15. It is expressly understood that the Licensee shall strictly comply with all

the provisions of this Leave and Licence without claiming any right of tenancy or

Lease except the right of temporary use as expressly agreed herein.

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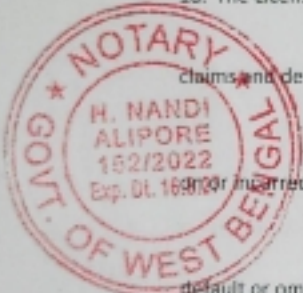
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16. It is further agreed that under any circumstances whatsoever the privileges  
Granted and conferred by this License shall not be transferred or assigned in  
Whole or in part by the Licensee.

17. On the expiry of the period of this License the Licensee shall have no right to  
use and occupy the said licensed space and the Licensor shall be deemed to be in  
possession of the said licensed space.

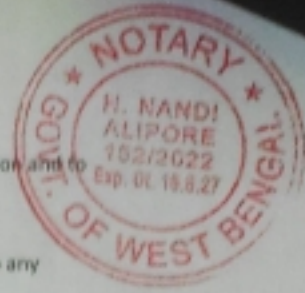


18. The Licensee will at all times indemnify the Licensor against all actions  
claims and demands, liabilities and damages that may in any manner be imposed  
on or incurred by the Licensor as a consequence of or arising out of any act,  
default or omission on the part of the Licensee or any of its employees in  
connection with the use and occupation of the said licensed space.

19. That in case if the Licensee fails and/or neglects to pay amounts hereunder  
payable within due date or commits breach of any of the terms and conditions  
herein contained, the Licensor shall be entitled and have the right to revoke and

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withdraw the leave and license hereby granted at their absolute discretion and to

enter and occupy the said office space without subjecting themselves to any

liability on that account and notwithstanding any intermediate negotiation or

waiver or breach thereof and in such event the license shall stand extinguished ;

20. In case if the Licensee fails to carryout her obligation as mentioned above

hereof, then in that event the Licensor without prejudice to any of its other rights

hereunder will be entitled to charge damages @ Rs1000/- per day, so long the

Keys are not handover to Licensor, after expiry of this License.



21. However if the Licensee carry out all the terms and conditions of this

License punctually and regularly, then in that event the Licensor at its sole

Discretion will be at liberty to renew this License for a further period of 11

(Eleven) months from the date of expiry of the said period by increasing @

10 % Rent as herein-stated;

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THE LICENSEE HEREBY FURTHER COVENANTS WITH THE LICENSOR

as follow:-

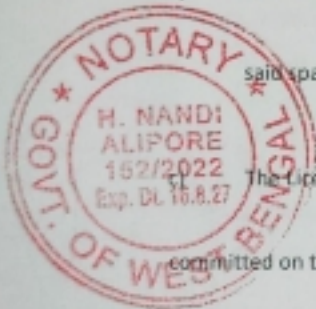
a) The Licensee shall keep the fittings, wooden furniture and fixtures ,  
and other electrical fittings of the Licensor in the said licensed office space in  
proper condition and in working order and to do or cause to be done all repairs  
thereto for the purpose of maintaining and keeping them in proper condition  
and in working order. All Repairs and Maintenance will be done by Licensee.

b) The Licensee shall Maintain and repair if any the inside AirCondition of the  
said space and all the Bathroom Fittings, Doors Locks, Etc at its own cost.

The Licensee shall not carry on or permit to be carried on or  
committed on the said licensed space or any part thereof at any time during  
the said term any offensive, noisy or dangerous trade, business or commit  
any nuisance, nor to use the same or allow the same to be used for any illegal  
or immoral purpose and also not to store any heavy articles therein or any  
part of the said licensed space.

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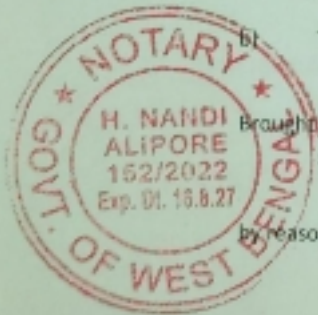




d) The acceptance by the Licensor of any payment of Licencee fees will not in any circumstances, constitute a waiver of the Licensor rights at all under this Licence or after any notices or legal proceedings relating thereto given or commenced.

THE LICENSOR HEREBY COVENANTS WITH THE LICENSEE as follows:

a) That the Licensee shall enjoy peaceful occupation of said licensed office space during the licensed period without any obstruction or hindrance or any disturbance as long as the Licensee continues to abide by the terms and conditions of this agreement.



b) The Licensee shall not do or bring or cause or permit to be done or brought any act matter or things in the said licensed space or any part thereof by reason or in consequence of which the rights of the Licensor in respect of the terms and conditions, stipulations, covenants of the said licensed space or any adjoining or neighbouring space would or might be prejudicially affected.

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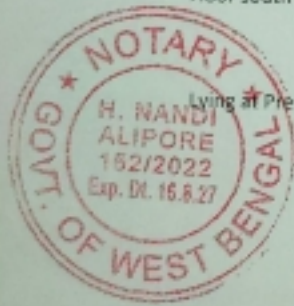
11 NOV 2022

c) In the event of any dispute, dissensions and/or differences arising by and between the parties hereto relating to and / or arising out of this Agreement or implementation thereof or otherwise by whatever name called the same shall be referred to the arbitration in Kolkata in accordance with the provisions of the Arbitration and conciliation Act, 1996 or any modification thereof then in force.



THE SCHEDULE ABOVE REFERRED TO:

ALL THAT Furnished one Room with Chamber and Bathroom on the Second Floor south facing measuring more or less 300 sqft super built up area situate Lying at Premises No. 33, Bankim Mukherjee Sarani, New Alipore, Kolkata-53.

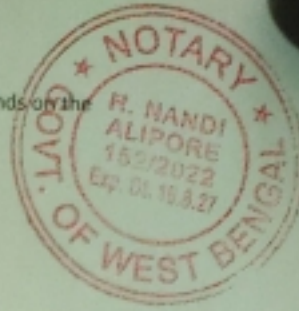


*H. Nandi*

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IN WITNESS WHEREOF the parties have set and subscribed their hands on the

Date month and year first above written.

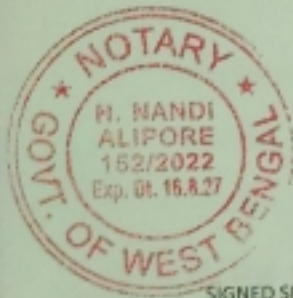


SIGNED SEALED AND DELIVERED

by the LICENSOR at Kolkata

*Rani Postar*

in the Presence of :-



SIGNED SEALED AND DELIVERED

By the LICENSEE at Kolkata

*Manoj Kumar Das  
Bhatary Das Sanyal*

in the Presence of :-

*Anish Kumar Das*

Signature (S) of Executant (S)  
attested on the identification at  
Alipore Judges Court  
Kolkata-700027, Under  
Notary Act at.....A.M./P.M.

*H. Nandi*  
H. NANDI  
Notary Govt. of West Bengal  
152/2022

Identified by me

*Debasish Chowdhury*  
Debasish Chowdhury  
Advocate  
Alipore Judges Court, Kol-2  
WB/929/1983

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