

# भारतीय गैर न्यायिक

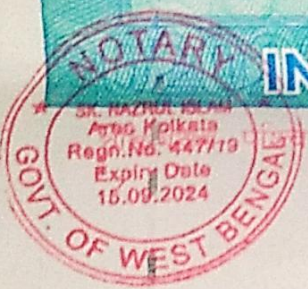
बीस रुपये  
रु.20



Rs.20

TWENTY  
RUPEES

INDIA NON JUDICIAL



पश्चिम बंगाल WEST BENGAL GOVT. OF WEST BENGAL 425561

## AGREEMENT FOR LEAVE AND LICENSE

This Agreement for Leave and License has been made on 3<sup>rd</sup> Day of April 2024 between: **M/S.KOLKATA M.A.BUSINESS CENTRE PVT. LTD.** having its office at 113, Park Street, Kolkata-700016 hereinafter referred to as the "**LICENSOR**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, representatives and assigns) of the **ONE PART.**

LIGHTSHIP ADVISORS PVT. LTD.  
*[Signature]*  
Director

LIGHTSHIP ADVISORS PVT. LTD.  
*[Signature]*  
Director

04 APR 2024

LIGHTSHIP ADVISORS PVT. LTD. Director

unauthorized, indecent business will be ever conducted and there will be no activity other than aforesaid nature of business at the **LICENSED PREMISES** and that the rules and regulation, law of central and provincial governments and of local authority will be strictly adhered to by the **LICENSEE.**

04 APR 2024

000546

Name.....  
 Address.....  
 113, Park Street  
 "Poddar Point"  
 Kol-16



03 APR 2024

Licensed Stamp Vendor  
 Srijit Sarkar  
 71, Park Street (Room No.14)  
 Kolkata-700016



DIRECTOR  
 LICENSING DIVISION PVT. LTD.

DIRECTOR  
 LICENSING DIVISION PVT. LTD.

03 APR 2024

**AND**

**M/S.LIGHTSHIP ADVISORS PVT.LTD** herein after referred to as the "**LICENSEE**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their administrators and legal representatives) of the **OTHER PART**.

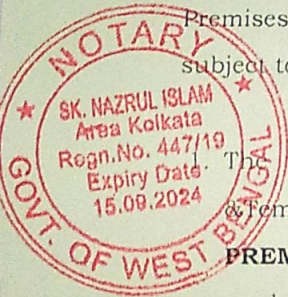
**WHEREAS** the **LICENSOR** is the owner of **ALL THAT** the office space located at Ground Floor 113 Park Street, Poddar Point Kolkata-700016

**AND WHEREAS** the **LICENSEE** intends to acquire a License in respect of **Suite No.1C** forming part of the said Business Centre (hereinafter referred to as the **LICENSED PREMISES** for the purpose of putting up its Branch and for the aforesaid purpose has approached the Licensor to grant the right or permissive use over and in respect of the said Licensed Premises which the Licensor has agreed to grant at the License Fee and subject to the terms and conditions hereinafter appearing:

The **LICENSOR** grants the **LICENSEE** only for permissive & Temporary Office right to use the **Suite No.1C** at the **LICENSED PREMISES** consist of 1 Director Cabin with 8-9 workstations, attach washroom and storage together with all furniture & fittings which belongs to the **LICENSOR**

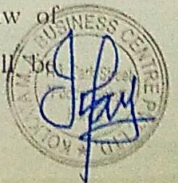
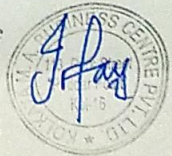
2. The **LICENSEE** declares that before execution of this agreement the **LICENSEE** is aware of the interior of furniture, fixtures, fittings and walls of the office space and also confirm the same that on vacating the office premises the **LICENSEE** would hand over the office space on **AS IS WHERE IS BASIS**, without any damage or breakage.
3. The **LICENSEE** declares that in case any damage is done then in that event the damage or breakage charge would be borne and paid by the **LICENSEE**.
4. The **LICENSEE** declares that no illegal, unsocial, immoral, unlawful, unauthorized, indecent business will be ever conducted and there will be no activity other than aforesaid nature of business at the **LICENSED PREMISES** and that the rules and regulation, law of central and provincial governments and of local authority will be strictly adhered to by the **LICENSEE**.

04 APR 2024



LIGHTSHIP ADVISORS PVT. LTD.  
*[Signature]*  
 Director

LIGHTSHIP ADVISORS PVT. LTD.  
*[Signature]*  
 Director



5. The **LICENSEE** further declares that the **LICENSEE** shall not handover, encumber or mortgage the **LICENSED PREMISES** to any outsider or any statutory authorities or bank for the benefit of the **LICENSEE**.
6. The **LICENSOR** shall be authorized to show the **LICENSED PREMISES** space to other clients anytime during notice period after giving notice by any of the either side.
7. The **LICENSOR** shall not handover the keys of the main door of the licensed premises to the **LICENSEE**. Only the keys of the Cabin & cupboards & drawers will be handed over to the **LICENSEE**.
8. In as much as the right of permissive use has been granted by the **LICENSOR** to the **LICENSEE** for the purpose of setting up its registered cum liasoning office the **LICENSEE** has agreed not to use the said **LICENSED PREMISES** for any other purpose whatsoever and in particular not to use the same as eatery, Restaurant and/ or for any other public Purposes.
9. Either party shall be entitled to terminate this agreement by giving to the other 60 days' notice in writing and upon expiry of the term hereby granted or sooner determination of this agreement the **LICENSEE** has agreed:

i) Not to enter upon the said **LICENSED PREMISES** excepting for the purpose of removal of its furniture, fittings and other belongings.

ii) Not to carry on any business on and from the said **LICENSED PREMISES**.

iii) To quit vacate and deliver up complete vacant possession of the said **LICENSED PREMISES**.

10. Either party can demand the termination of this Agreement by giving written notice to the other party in advance of Two (2) calendar months and the other party would agree. The refund of the security deposit kept with the **LICENSOR** as aforesaid shall not be deducted because of the said termination of this Agreement subject to the no due liabilities of the **LICENSEE** as per the **LICENSE AGREEMENT**.

11. The License will be under 3 -month Lock-in period from the date of license agreement.

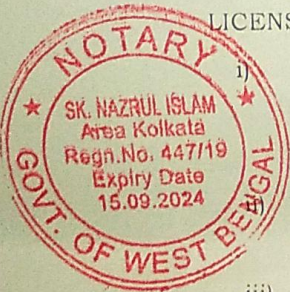
LIGHTSHIP ADVISORS PVT. LTD.

Director

LIGHTSHIP ADVISORS PVT. LTD.

Director

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12. The **LICENSEE** shall always abide by norms of the **LICENSOR**.

1. All rights of admission into the **LICENSED PREMISES** are reserved with the **LICENSOR**.

2. The **Monthly Room Service Charge Fee** for the **LICENSED PREMISE** will be **Rs.34650/- INCLUDING MAINTENANCE EXCLUDING GST(18% AS PER GOVERNMENT NORMS)**

The **LICENSEE** Paid 3 months Security Deposit **Rs99000/- (Ninety Nine Thousand Only)** by imps dated **20.07.2022** in **OUR IDBI BANK**. The total amount bearing no interest whatsoever will be refunded at the time of shifting the office after adjustment of dues if any and/or damage if any done during the occupancy of the aforesaid liaison office, within one month from the date of expiry of the contract period.

3. The **LICENSEE** also agrees and accepts that the only mode of payment of Room Service Charge, Electricity Charge, or any other charges shall make the payment in cashless mode.

The **LICENSEE** will be liable to pay for any loss and damage to the **LICENSOR's** assets/Furniture & fixtures/property and shall get them repaired at their own cost and expense.

5. The **LICENSE** Period shall be renewed after expiry of 11 months(01.05.2023 to 31.03.2024) only on the increment of 10% at stretch or mutually discussed For a monthly consideration and all such relationship shall have started extinguished immediately on natural expiry of this contract or terminated earlier unless otherwise expressed in writing.

i. The Licensee shall make the payment of Electricity Charge and Room Service Charge in favor of 'Kolkata M.A. Business Centre Pvt. Ltd' OR M.A.LEASING & CONSTRUCTION PVT.LTD. by NEFT/Cheque/Demand draft on or before the 5<sup>th</sup> of every advance month.

ii. The **LICENSEE** also declares that the **LICENSOR** will at liberty to cease all the facilities being provided to the **LICENSEE** & may not permit to enter the **LICENSED PREMISES** if the rules and or payment terms are not complied by the **LICENSEE**, till such time that the terms are complied with. The **LICENSEE** shall have no right whatsoever to take them liable for any loss,

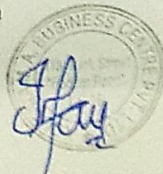
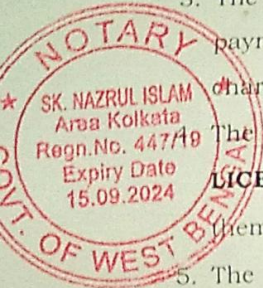
LIGHTSHIP ADVISORS PVT. LTD.

*[Signature]*  
Director

LIGHTSHIP ADVISORS PVT. LTD.

*[Signature]*  
Director

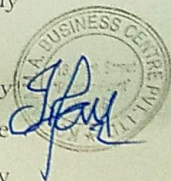
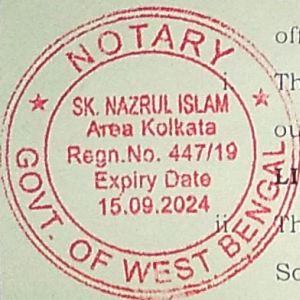
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- iii. damaged or belongings and business laws suffered by the **LICENSEE** for such incident
- iv. The **LICENSEE** agreed to assure and get a confirmation in written form from the **LICENSOR** for the receiving of notice to vacate the office space. Non confirmation from the **LICENSOR**, then the notice is to considered void.
- v. The Renewal of the Agreement on the expiry of the term extended only with all the previous contractual terms & conditions. Expiry of the Agreement Date doesn't void the Agreement.
- vi. This Agreement is being prepared in one sets, original to be retained by the **LICENSEE**, and the other by the **LICENSOR**
- vii. The **LICENSEE** declares that the **LICENSEE** shall have no right over & in respect of the **LICENSED PREMISES** which the **LICENSEE** shall be allowed to use as registered cum liasoning office.

The **LICENSEE** declares that any cash transactions with outsiders will be the **LICENSEE's** liability and not the **LICENSOR's** liability.

- ii. The **LICENSEE** shall have the right to deduct Tax Deducted at Source (TDS) as and when required by law.
- iii. The **LICENSEE** shall liable to Pay a fee of Rs.2500/- or the maximum amount permitted by law for the return/bounce of any Cheque or any other decline payment due to insufficient funds.
- iv. The **LICENSEE** hereby declares & confirms that they are duly authorized & competent to enter into this agreement. The **LICENSEE** is authorized & competent/empowered to execute any and all documents in this respect now & in future. The **LICENSEE** shall be solely and exclusively responsible for all the consequences arising out of this agreement hence forth.
- v. The **LICENSEE** accepts acknowledged confirms to pay, room service charges & other charges by the 5th of every month otherwise a fine from, 11<sup>th</sup> to 15<sup>th</sup>@ 15%, 16<sup>th</sup> to 20<sup>th</sup>@20%, 21<sup>st</sup> to 25<sup>th</sup>@25% and from 26th onwards@60% every month will be imposed/levied/deducted from the Security Deposit. The **LICENSOR** further reserves the right to disconnect/terminate the electricity/telephone service till the charges are paid by the **LICENSEE**.



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Director

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Prokash Ray  
Director

- vi. The LICENSEE shall make the payment of electricity charge @15/- per unit.
- vii. The LICENSEE in no event shall be entitled to any claim and deduction or abatement in the said rental charges nor shall be entitled to withhold payment of the said rental charges on any account whatsoever or however.
- viii. Neither the LICENSOR nor the LICENSEE shall be liable for any failure or delay in performance of its obligations under this LICENSE AGREEMENT arising out of or caused, directly or indirectly, by circumstances which are beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics or pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.
- ix. The LICENSOR and the Licensee agrees and confirm that both the parties would mutually corporate and assist in the sustaining the business of one another
- x. The LICENSOR reserves the right to withhold articles which belong to the LICENSEE if the LICENSEE owes money to the LICENSOR at the end of the license period till such time that the LICENSEE does not pay the outstanding amount.
- xi. The LICENSEE/LICENSOR shall serve the notice to either one between 20<sup>th</sup> - 30<sup>th</sup> of any month, before or after is not applicable. Also the notice period will commence from the 01<sup>st</sup> Day of next month.



LIGHTSHIP ADVISORS PVT. LTD.

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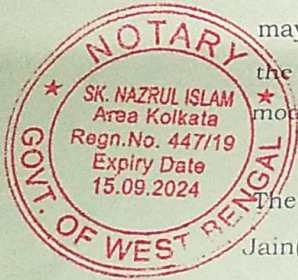
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**ARBITRATION**

Any dispute arising howsoever in connection with the interpretation or implementation or purported termination of this Agreement or settlement of dues, the Parties shall attempt in the first instance to resolve such dispute by friendly consultations.

If such dispute is not resolved through friendly consultations within sixty (60) days after commencement of discussions or such longer period as the Parties agree to in writing, failing which it may be referred to Arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996 and its statutory modifications thereof.

The dispute may be referred to a sole arbitrator Mr. Ankur Jain(Advocate) appointed mutually by both the Parties. The seat of Arbitration shall be Kolkata and be conducted in the English language. The award of the arbitrator shall be final and binding between the Parties. However, during the pendency of the dispute, the other terms and conditions of this Agreement shall also continue to apply.



**IN WITNESS WHEREOF** the parties hereto have hereinto set and subscribed their respective hands and seals on the day, month and year first hereinabove written.

**SIGNED, SEALED AND DELIVERED** )

By the within named LICENSOR )

in the presence of: )

1. )

2. )

**SIGNED, SEALED AND DELIVERED** )

By the within named LICENSEE )

in the presence of: )

1. Debanis Sarkar )

2. Rituparna Dey )



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

*[Signature]*  
Notary

**SK. Nazrul Islam**  
Notary, Govt. of W.B.  
Regn. No. 447/19  
City Civil Court, Calcutta  
**04 APR 2024**

**LIGHTSHIP ADVISORS PVT. LTD.**

*[Signature]*  
Director

**LIGHTSHIP ADVISORS PVT. LTD.**

**IDENTIFIED BY ME**  
*[Signature]*  
15/04/2024  
**ADVOCATE**

**Director**



DATED THIS DAY 3<sup>rd</sup> April 2024

AMONGST

M/S. KOLKATA M.A.BUINESS CENTRE PVT. LTD.....

.....LICENSOR

&

M/S. LIGHTSHIP ADVISORS PVT.LTD .....

..... LICENSEE

