



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

41AB 798528

LEAVE AND LICENSE AGREEMENT

THIS AGREEMENT made on this 1st day of December, 2020 A.D.

BETWEEN

Sri. BIDYAPATI GHOSH son of late MADAN MOHAN GHOSH, by faith Hindu, by Nationality Indian, by occupation service, residing at GE-175, being Municipal Premises No. 1629, Rajdanga Main Road, P.O. : E.K.T.P., Kolkata – 700107 , P.S. – Kasba, hereinafter called and 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 included his legal heirs, successors, administrators, legal representatives and assigns) of the **FIRST PART**.

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Bidyapati Ghosh
Licensor

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NOT IT IS HEREBY EXPRESSLY AGREED UPON AND DECLARED BY AND BETWEEN THE LICENSOR & LICENSEE HEREIN :

1. That the Licensee hereby granted by the Licensor allowing the Licensee to use said accommodation exclusively for the purpose of running lawful Business in the form of an office for a temporary period only a strictly for no other purpose. Such License shall be continued for a period of 22 (Twenty-Two) months only (if not terminated earlier on any ground whatsoever), commencing from 1st day of DECEMBER, 2020 to 30th SEPTEMBER, 2022. At the end of the said period i.e. 22(Twenty-Two) months, the License hereby granted, by the Licensor if not renewed or extended shall automatically stand revoked and terminated as a equal to such revocation/termination as aforesaid, the Licensee shall vacate the said accommodation and leave the said accommodation vacant to the Licensor herein. However, at request of the License, the Licensor may renew the Present Agreement subject to the discretion of the Licensor based on new terms and conditions as mutually agreed by and between the parties herein.
2. That this writing shall never be construed a Tenancy Agreement or Lease Agreement or otherwise, thus creating any right, title or interest in favour of the Licensee herein, in respect of the Schedule mentioned accommodation under any circumstances.
3. That the Licensee shall keep the said accommodation, the use of which has been allowed to it under License of 22 (Twenty-Two) months, hereby granted, in good and habitable condition and shall take proper care for maintenance and protection thereof and shall not make any alternation by way of construction or otherwise of any nature without permission of the Licensor.
4. That on termination of the said License period of 22(Twenty-Two) months, the Licensee shall only be allowed to take away his own movable property viz. furniture, fixtures, and other equipment and other baggage etc. and under no circumstances the License herein, shall be entitled/allowed to take away any fixtures & fittings installed by the Licensor of the said accommodation, by damaging, injuring or causing any harm to interior and exterior floors, walls, columns and ceiling of the said accommodation.
5. That in case of any damage or loss, during the use and occupation of the Licensee in the said accommodation, the License shall be held responsible for the payment of all the cost and expenses as sustained by the Licensor on prorate basis for such damage and loss in the said accommodation and the Licensee will pay in Cash.

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6. That in case of any default in payment of the License Fee more than 1(one) month , the Licensee herein shall have to vacate the said accommodation without any objection or otherwise and shall hand over the khas vacant possession of the said accommodation to the Licensor herein against refund of security deposit paid by the License to the Licensor.
7. That the Licensor herein, is providing the accommodation, the said Floor Flat, at Plot No. 175, in Block – GE, Category – EWS iv – at East Calcutta Area Development Projects, Phase – 1, Mouza – Kasba, being Municipal Premises No. 1629. Rajdanga Main Road , P.O. E.K.T.P., P.S. Kasba, Kolkata – 700107, in the District of South 24-Praganas, within the limits of The Kolkata Municipal Corporation, under Ward No. 107, Br. No. XII, on License basis for a temporary period of 22 (Twenty-Two) months, against a monthly payment of **Rs. 12,000/- (Rupees Twelve Thousand) only** as License fee to be payable by the Licensee for the peaceful use and occupation of the aforesaid accommodation and for each and every current month of such occupation as per the English Calendar Month. The said amount of License Fee is payable within **7th day** of each **English Calendar Month** (current) regularly during the period of Licensee.
8. That the Licensee shall not be defaulter in payment of the License Fee for the use and occupation of said accommodation, the said Floor flat of the Premises Plot No. 175, In Block – GE, Category – EWS iv at East Calcutta Area Development Project, Phase – 1, Mouza – Kasba, being Municipal Premises No. 1629 **Rajdanga Main Road**, P.O. E.K.T.P., P.S. Kasba, Kolkata – 700107, in the District of South Paraganas, under Ward No. 107, Br. No. XII, for more than 1 (one) month.
9. That the Licensee will enjoy the said accommodation, for the purpose of running a lawful business only in his office temporarily, peacefully without creating any disturbance and nuisance in the enjoyment of the Licensor and other residents in the locality.
10. That the Licensor shall pay the establishment and cleaning expenses, if any like common passage, common stairs, stair cases, septic tank, water reservoirs (both overhead and underground) and common sewerage line etc. over and above the payments as stated in clause 5 hereinabove.
11. That the Licensee shall keep the said accommodation, in absolutely good and habitable condition.
12. That the Licensee is not allowed to change or alter the nature and character of the said accommodation in any way whatsoever without any permission from the Licensor herein written form.
13. That the License period will be completed in 22(Twenty-Two) months time period as mentioned earlier. At the end of the completion of this Leave and License Agreement, as per the request of the License (at least three months before the completion) this can be renewed by a fresh Leave and License

Bidyapati Ghosh
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Agreement with the such terms and conditions as may be mutually agreed upon by them.

14. That the Licensee is not allowed to sublet or transfer the possession of the said accommodation or any portion it to any other Third Party.

15. That if, any point of time, during the period of License of the said accommodation, any violation of the terms and conditions or misdeed on the part of the Licensee herein, is revealed by the Licensor herein, in such incidence of the Licensor may terminate this Agreement by giving 7 (Seven) days prior notice in writing to the Licensee at their office by stating reasons and grounds of termination of this Agreement.

16. That the Licensor herein, will supply water from the main water reservoir to the said accommodation for the purpose of running his office (commercial) in the said floor flat/accommodation of the Licensee regularly, but in case due to major fault in pipe line or electricity or load-shedding or break down in motor/pump or for any other reason beyond control of the Licensor, in that case, the Licensee have to arrange for the alternative supply of water at his own cost and expenses which shall be adjusted by the Licensee in the monthly payment payable by them to the Licensor for the period such difficult only.

17. That the Licensor has not done or omitted to do any act, matter, deed or things and shall not do or omit to do any act, matter, deed or things whereby the License in respect of the Schedules premises granted hereunder shall become void or voidable or be affected in any manner or cancelled or revoked or determined during the said period. Whereas the License is prematurely cancelled, revoked or determined on accounts of any act or omission on the part of the Licensor to do any act, matter, deed or things the compensation shall stand reduced proportionately.

18. On expiry of the terms of this License, unless the License is renewed as provided hereunder, or on termination of the License by either or the parties, the Licensee shall ensure that they shall remove themselves and all the goods from the Scheduled premises without demur and without raising any objection of any sort or kind whatsoever without any hindrance and hand over vacant and peaceful possession of the Scheduled premises to the Licensor.

19. Major structural repairs such as leakage of roof or replacement of electrical wiring or bursting or corroding of water pipes or defective sewerage systems and such other major defects after the same is approved by Architects of the Licensor shall be got repaired by the Licensor at his own cost and expenses.

20. In case of any disagreement or dispute by the between the parties herein, the same be referred to a common arbitrator, whose decision shall be final and binding upon the parties herein. No third party intervention will ever entertained by the parties herein.

21. That the licensee will pay the electricity bill separately as per the consumption and reading of the separate electric sub-meter which is meant for the said

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Bidyapati Ghosh

Licensor

accommodation said ground floor as mentioned earlier only per unit Rs. 10/- has been fixed.

22. That in case, either the parties to this Leave and License Agreement, intends to cancel the License Agreement, he has to notify the other party in clear writing stating the reasons for such cancellation at least 2(two) months earlier to give effect of the lawful adjustment in receivables/payables.

23. That it is mutually agreed that the necessary expenses for the preparation of the Leave and License Agreement and Notarization of the same shall be borne by both the Licensor and the Licensee herein at their own cost and expenses in equal share.

24. In case of load-shedding or break down in motor/pump or for any other reason beyond control of the Licensor, in that case, the Licensee have to arrange for the alternative supply of water at his own cost and expenses which shall be adjusted by the Licensee in the monthly payment payable by them to the Licensor for the period such difficult only.

25. That in case, either the parties to this Leave and License Agreement, intends to cancel the License Agreement, he has to notify the other party in clear writing stating the reasons for such cancellation at least 2(two) months earlier to give effect of the lawful adjustment in receivables/payables.

26. That the Licensor has not done or omitted to do any act, matter, deed or things and shall not omit to do any act, matter, deed or things whereby the License in respect of the Schedules premises granted hereunder shall become void or voidable or be affected in any manner or cancelled or revoked or determined during the said period. Whereas the License is prematurely cancelled, revoked or determined on accounts of any act or omission on the part of the Licensor to do any act, matter, deed or things the compensation shall stand reduced proportionately.

Bidyapati Ghosh
Licensor

Licensee

29. on expiry of the terms of this License, unless the License is renewed as provided hereunder, or on termination of the License by either or the parties, the Licensee shall ensure that they shall remove themselves and all the goods from the Scheduled premises without demur and without raising any objection of any sort or kind whatsoever without any hindrance and hand over vacant and peaceful possession of the Scheduled premises to the Licensor.

30. Major structural repairs such as leakage of roof or replacement of electrical wiring or bursting or corroding of water pipes or defective sewerage systems and such other major defects after the same is approved by Architects of the Licensor shall be got repaired by the Licensor at his own cost and expenses.

31. In case of any disagreement or dispute by the between the parties herein, the same be referred to a common arbitrator, whose decision shall be final and binding upon the parties herein. No third party intervention will ever entertained by the parties herein.

Bidhyagata Litesh
Licensor

Roshant

IN WITNESS WHEREOF, both the parties herein, have set and subscribed respective hands and signature on the day, month and year first above written

SIGNED AND DELIVERED

In the Presence of

WITNESSES :

1. Devilal Chosh.
6/1st, Rajdanga main Road,
Bel-107
2. Aparna Chosh

Bidyajyoti Chosh
SIGNATURE OF THE LICENSOR

Prashant
SIGNATURE OF THE LICENSEE