



बंगाल WEST BENGAL



**LEAVE AND LICENSE AGREEMENT**

This Leave and License Agreement is made and executed on 22<sup>th</sup> Aug 2020 (Two Thousand Twenty) at Kolkata BETWEEN

Mr ALAMGIR SEKH S/o Mr Kasem Sekh, aged about 37 years, Faith-Islam by occupation-business residing at Vill & PO-Kulberia, PS-KLC , Dist: 24 Parganas South, PIN-743502, West Bengal herein after referred to as the "LICENSOR" (which expression shall include her legal heirs, appointees, representatives etc.) of the FIRST PART.

AND

Mr MD ZOHAIRO ZOBARI S/o Mr Md Zobair Ansari, aged about 44 years, by Faith-Islam, by occupation - business, residing at Ward No-30, Near Tripal Company, Nil Kothi, Dehri on sone, Rohtas, PIN-821307, Bihar herein after referred to as the "LICENSEE" (which expression shall include her legal heirs, appointees, representatives etc.) of the SECOND PART.

**B. N. SAHA**  
**NOTARY**  
Bikash Bhayan  
North Block, Gr. Floor  
Bidhannagar, Kolkata  
West Bengal

*Alamgir Sekh*

*Zohair*  
**20 MAR 2021**



WHEREAS the Licensor is the absolute owner and is in possession of house at Vill & PO-Kulberia, PS-KLC , Dist: 24 Parganas South, PIN-743502, West Bengal, hereinafter called 'the Said Premises').

AND WHEREAS the LICENSOR has offered to let the **one Bedroom with attach toilet** of the said premises on the terms and conditions hereinafter contained;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED TO BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That upon the express declaration that only "permission to use" is given and no other rights whatsoever have been given or conferred and/ or intended to be given or conferred, the Licensor has agreed to allow the Licensee to use the said premises for residential as well as business purpose only, for a period of 11 months, on Leave and License basis, commencing from **1<sup>st</sup> September 2020 to 31<sup>st</sup> July 2021**. The permission is exclusive for the purpose of residence as well as commercial only. No subletting in any case is allowed, which leads to termination of this agreement with immediate effect.
2. That the said house/premises is a good conditions and is fitted with standard fixtures and fittings and the same has been inspected by the Licensee and admitted to be in good order and condition. Permission is hereby given by the Licensor to the Licensee who shall make reasonable use of the fixtures and fittings. The day to day repairs such as Fuses, leakages of water taps, maintenance of fittings and fixtures, electricity repair etc. shall be undertaken by the Licensee at his own cost including damages to the wiring and electric meters due to utilization of excess electric/power load.
3. That the monthly compensation for use and occupation of the said premises has been fixed at **Rs. 6,000/- (Rupees Six Thousand Only)**, commencing from **1<sup>st</sup> September 2020** but exclusive of electricity and Telephone bills. That the Licensee shall pay the said compensation to the licensor every month and regularly in advance on or before 7<sup>th</sup> day of the calendar month without any delay or default without any deduction whatsoever.
4. That the Licensee has, with the execution of this agreement, deposited with the Licensor, a sum of **Rs 12000/- (Rupees Twelve Thousand Only)** by Cheque no. .... / direct credit to the account of the LICENSOR, as and by way of interest free deposit, the receipt whereof the Licensor hereby admits and acknowledges, and it is hereby agreed by and between the parties hereto that the Licensor, subject to any deduction of any amount on account of compensation or damage to the said flat, non-performance of the terms herein contained, or on any account of any monies otherwise payable by the licensee to the licensor by virtue of presents, shall refund without interest the said deposit of **Rs 12000/- (Rupees Twelve Thousand Only)** or such lesser amount as the case may be to the Licensee simultaneously, upon the Licensee giving repossession of the said flat, upon the expiry of the period of the agreement or its sooner determination as herein contained.

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5. That the Licensee shall not make any additions or alterations in the said premises or part thereof without written approval by the Licensor, nor in any manner structurally alter the premises or any portion hereof and shall not damage the same; and on the termination of the agreement to restore the premises to its original condition.



6. That the Licensee shall be deemed to be only a Licensee for the period of 11 months by virtue of these present and shall not make or have any claim to Tenancy, sub-tenancy, or any other right, title or interest of whatsoever nature in the said premises or portion thereof. It is agreed between the parties hereto, that the Licensee shall not grant a sub-license to any other person and shall not keep any other person in place of or instead of the Licensee.

7. That the Licensee shall not store any hazardous chemicals, materials, inflammable articles etc in the said premises, which may damage the property, or carry out any trade etc.

8. That the Licensee shall not use or permit to be used, the licensed premises for any illegal or improper purposes, or as a public house, and shall not cause, permit or suffer upon the licensed premises or any part thereof, anything which may be or prejudicially affect the interest of the Licensor or any neighbouring occupiers.

9. That the Licensor shall not, in any event, be responsible or liable for any injury or loss of property of the Licensee, whatever is the cause of such loss or damage, such as fire, leakage, fall or any electrical damages etc.

10. That the Licensee shall use the licensed premises and shall see that the same are used in careful and reasonable manner, and shall make good to the Licensor all such damages and losses as the Licensor may sustain, whether the same be caused by the Licensee or by his guests/ family members. That on the expiry of the said period, or of the extended period, or of the determination thereof by the Licensor, the Licensee shall forth-with handover vacant possession of the licensed premises to the Licensor. Further, the Licensee takes on the responsibility to clean the said premises before handing back the keys to the Licensor.

11. The Licensee here by agrees to keep the premises/walls clean; failing will attract cleaning charges during agreement termination.

12. That if the Licensee fails to observe and perform the terms and conditions of the agreement, then the Licensor shall have full right to terminate the agreement and to enter the premises.

13. That this Leave & License may be terminated by either of the parties, by giving written one month's prior notice, to the other party, effective from the date of receipt of notice in writing, even before the expiry of the licensed period. Rent will be paid till vacate possession is handed back to the licensure.

14. That notwithstanding any of the terms and conditions contained herein, the LESSEE shall duly obey and comply with the bye-laws and regulation of the, State / Central Government, Housing Society and/ or any other authority, applicable to the said premises.

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15. That this Leave and License agreement shall not be construed any right of tenancy as provided in the West Bengal Premises Tenancy Act and this agreement is purely a temporary agreement by and between the Licensor and Licensee.

16. If there is a dispute and a lawyer is appointed by tenant which represent him, the tenant should be responsible for the lawyer's fees and all court expenses.

17. It is specifically agreed by and between the parties hereto, that if any damages or destruction is caused to the "Said Property" including the building containing the "Said Premises" or to the fitting and fixtures fitted in it, either at the instance of the licensee or any of his agent or agents and/or person/persons on behalf of them, then the licensor will be at liberty, in addition to the right of the Licensor to evict the Licensee from the "Said Premises", to deduct the costs and expenses of the repairing/supervision charges or replacement charges or any other charges relating thereto, for such damages.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR HAND ON THE DAY AND YEAR FIRST ABOVE WRITTEN

WITNESS 1: *Arun Mondal*

LICENSOR:

WITNESS 2: *Hangir Sekh*

LICENSEE: *Zolmond*

Signature Attested by  
me on Identification

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