



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

BEFORE THE NOTARY PUBLIC
GOVERNMENT OF INDIA
ALIPORE POLICE COURT

34AA 543194



AGREEMENT FOR LEAVE AND LICENSE



This **AGREEMENT FOR LEAVE AND LICENSE** is made on 1st day of August, 2024 **BETWEEN**, Mr. **PREMASIS BHATTACHARJEE** (PAN No. **AFWPB4374B**) (**AADHAR No. 2313 9115 0862**) Son of- Late Raj Kumar Bhattacharjee, by faith - Hindu, by Occupation - Business, Resident of - 87, Regent Estate Roopsha Building (Forth Floor), Post Office- Regent Estate, Police Station - Jadavpur, Kolkata - 700 092 , District - South 24 Parganas, herein after referred to as the **"THE LICENSOR"** (Which expression unless repugnant to the context or meaning thereof shall mean and include his heirs and legal representatives and assigns) of the **FIRST PART**.

12 SEP 2024

Premasis Bhattacharjee

Subhas Kumar Singh



143409

10 JUL 2024

Name..... **S. S. Ali, Advocate**

Address..... **ALIPORE POLICE COURT, KOL-27**

Vendor.....

I. CHAKRABORTY
6B, Dr. Rajendra Prasad Sarani
Kolkata-700 001



AND

AVIRAJVI INFRASTRUCTURE PRIVATE LIMITED. a Private Limited Company, having its registered Office at - 3/10 Poddar Nagar (Ground Floor), Post Office - Jadavpur, Police Station - Jadavpur, Kolkata - 700 068, District South 24 Parganas, represented by its Director namely **1. Mr. PREMASHIS BHATTACHARJEE**, Son of- Late Raj Kumar Bhattacharjee, by faith - Hindu, by Occupation - Business, Resident of - 87, Regent Estate Roopsha Building (Fourth Floor), Post Office- Regent Estate, Police Station - Jadavpur, Kolkata - 700 092, District - South 24 Parganas, **2. Mr. SUBHAS KUMAR SINGH**, Son of - Manoj Kumar Singh, by faith - Hindu, by Occupation - Business, Resident of - 2/94/20 Bijoygarh Jdavpur, (Ground Floor), Post Office - Jadavpur, Police Station - Jadavpur, Kolkata - 700092, District - South 24 Parganas, hereinafter referred to as **"THE LISENSEE"** (Which expression shall unless excluded by or repugnant to the context hereby be deemed to mean and include their executors, administrators, successors, representatives and assigns) of the **OTHER PART**.

WHEREAS: the Licensor is the lawful and absolute owner of **ALL THAT** piece and parcels of a self contained Furnished Flat on the Ground floor measuring about 250 square feet more or less, consisting of Several room, Dining, Kitchen and Toilets,

AND WHEREAS: the Licensee herein was in search of a suitable Flat for her residence Purpose and the Licensee herein approached the Licensor for permission for using the said "Licensor's Flat", along with all fixtures and fitting attached herein at premises, fully mentioned and described in the Schedule respectively for temporary Office accommodation for a period not exceeding (36) Thirty Six months, which the Owner/Licensor has agreed to grant reserving for himself the care, maintenance and on the basis of leave and license only (which will stand ipso facto revoked on the expiry of the said term).



Premashis Bhattacharjee

12 SEP 2024 Subhas Kumar Singh



IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as follows:

1. That this Agreement for Leave and License shall commence on and from 1st day of August, 2024 and shall expire on 31st day of July, 2027 which has been mutually agreed by and between the parties.

2. This writing shall never be constructed as any tenancy agreement or lease nor otherwise creating any other right to interest in the property in favor of the licensee which is not at all the intention of the parties but on the contrary merely a temporary agreement or arrangement simply to allow the Licensee to use and occupy the licensed Flat for the Office Purpose, under the strict control and supervision of the Owner/Licensor.

3. The Licensee/Occupier shall in consideration of such accommodation as hereunder provided, pay to the Licensor/Owner a fixed sum of **Rs. 10,000/- (Rupees Ten Thousand) only** as License Fees for such temporary occupation of the Flat for the period of (36) Thirty Six months which sum shall be deemed to have been paid on the 07th day of every current month.

4. That the Licensee/Occupier shall in consideration of such usage of the Flat shall pay **Rs. 200/- per month** as maintenance charges of the common areas of the Building.

5. That the Licensee/Occupier has already paid an amount of **Rs. 10,000/- (Rupees Ten Thousand) only** as Security deposit against probable damages which may occur to the Flat and the other belongings within the Flat.

6. The Licensee hereby acknowledges that immediately on the expiry of this License or earlier determination/revocation/termination thereof, the Licensee shall at its own cost remove themselves together with all its

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other articles and things, belonging, and handover and/or deliver the said flat in vacant, quit and peaceful possession of the said Licensor's Flat along with all fixtures and fittings as described in the Schedule written hereunder without any late or hindrance.

7. It is agreed that the Licensee shall make payment in addition to the said fee and/or compensation charges as aforesaid the actual charges for consumption and use of electricity based on the bills as may be presented by the C.E.S.C. The Licensee undertakes to pay the said electric bills and aforesaid charges if any which may fall due subsequently for the period of occupancy. All receipts for such payments will be returned to the Licensor after payment and shall clear the due Bills before leaving Licensed Flat.

8. The Licensor's premises shall be used for the office purpose only by the licensee. The license hereby granted is personal to the Licensee and the Licensee shall not assign or sublet or create any third party rights or transfer the benefit of this agreement to any other person or part with the possession of the said flat or any portion thereof save and except as stated herein.

9. The Licensee hereby declares, confirms and covenants with the Licensor that:

(a) The Licensed premises shall be used as Office Purpose by the Licensee and his employees of the Licensee, (Be it specified that the Licensor would be eligible to visit at the Licensed Flat, only if it is required the most).

(b) The Licensee shall not do or suffer to be done anything in the Licensed Flat which is or is likely to be a nuisance or annoyance to the other occupants of the Building/Complex or otherwise prejudice in any manner the rights of the Licensor in respect of the Licensed Flat and premises.



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(c) The Licensee shall not keep inflammable or combustible goods articles in the said Licensed Flat and premises.

(d) The Licensee shall observe and perform all the terms, conditions, agreements, covenants and provisions on which the Licensor holds the Licensed premises and the said flat and shall also observe and perform the rules and regulations and Bye-laws of the said Apartment/Complex and also of the Government Municipal Corporation Authority relating to the Licensor's flat and shall not do, omit or suffer to be done anything whereby the rights of the licensor to use the Licensor's flat is void, forfeited or extinguished.

(e) The Licensor shall not be held responsible or liable for any theft, loss, damage or destruction of any property of the Licensee or any other injury to any person or persons in the Licensor's premises from any cause whatsoever.

8. The Licensor shall:

(a) Pay and discharge all past, present and future rates, taxes, cesses, assessments, Government dues, Municipality or any other local of public body or authority in respect of the said premises.

(b) Shall not do, omit or suffer to be done anything whereby the licensee's right to use and occupy the said premises pursuant to this agreement is disturbed, forfeited or extinguished.

(c) Not surrender or otherwise encumber, deal with or dispose of the said premises or any part thereof or this interest therein during the period of this agreement to or in favor of any person or organization.



(d) Indemnify and keep indemnified the Licensee against all actions suits and proceedings and all costs charges expenses loss or damages incurred or suffered by or caused to the Licensee by reason of any breach, non-observance, non-performance or non-payment by the Licensor of their obligations as aforesaid.

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9. The Licensee may make, fixed or install and remove at his discretion additional fittings or fixtures, sun-blinds, Licensed premises including shelves, lights, fan and other ordinary household fittings and connections for water, gas, electricity, telephone, sanitation and the like. The Licensee shall however at their cost repair any damage which may be caused to the Licensor's premises and the interior decor, walls, floorings, kitchen and sanitary fittings, by such installation or NEVERTHELESS that the Licensee shall not make any structural changes in the Licensed premises if any the cost of repairing the same shall be deducted from the security deposit against damages.

10. This License is personal to the Licensee and the Licensee shall not assign the same or transfer the benefit of this License to any other person or party.

11. Nothing herein contained shall be constructed as creating any right, interest, easement, tenancy or sub-tenancy in favor of the Licensee in, over or upon the licensed premises or transferring any interest therein in favor of the Licensee other than the permissive right of use hereby granted.

12. The Licensor and/or his servants and agents shall subject to prior intimation thereof, be permitted by the Licensee, its family members in occupation of the licensed premises at all reasonable times for inspecting the condition thereof and/or for effecting repairs if any.

13. It is hereby expressly agreed and declared by the Licensee that the Licensee shall be responsible for the observance and performance by its employees, members, servants of the licensed premises of all the covenants and agreements herein contained and on the part of the Licensee to be observed and performed.



14. Any notice to the Licensee shall be deemed to be sufficiently and

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duly served upon the Licensee if addressed to it by post at its address or delivered there by hand delivery.

15. The Licensee shall keep the interior of the said Licensor's flat and its furniture/fittings and fittings including electrical, sanitary and plumbing fixtures therein in good and tenantable repairs and condition, reasonable wear and tear.

16. The Licensee shall, on expiry of the period of this license herein granted and/or earlier revocation thereof surrender the license and deliver peaceful vacant possession of the said flat with all its fixtures and fittings as described in the Schedule below to the Licensor in the same condition as it was delivered to the Licensee at the time of execution of this agreement.

17. The Licensee shall have no right to make and additions or alteration to the property except temporary removable walls by way of adjustment but shall be entitled to make interior decoration only by temporary arrangement which he shall remove at herself own costs at the time of surrender of the said licensed premises on expiry of the term of the license hereby granted or earlier revocation thereof and repairs all the damages if any caused to the Licensor's premises.

18. That the Licensee shall agree to hand over the vacant and peaceful possession to the Licensor of said Licensed portion after expiry of the (36) Thirty Six months with same condition.

19. That it has been amicably decided by and between the parties that if the Licensor needs the Licensed Flat for his own use and purpose they shall serve a One month Notice to the Licensee and even if the Licensee intends to vacate the Licensed Flat before the expiry of the License period they will have to serve a One month notice to the Licensor.



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SCHEDULE REFERRED TO ABOVE

ALL THAT piece and parcels of a self contained Furnished Flat on the Ground Floor measuring about 250 square feet more or less, consisting of Several room, Dining, Kitchen and Toilets, together with proportionate undivided land share at the premises no. 3/10 Poddar Nagar (Ground Floor), Post Office - Jadavpur, Police Station - Jadavpur, Kolkata - 700 068, District South 24 Parganas,.

IN WITNESS whereof both the parties herein have hereunto set and subscribed their respective hands on this Agreement on the day, month and year first above written.

WITNESSESS:

1. M.K. Ghosh
7/27, Poddarnagar
Kol- 68

Premasis Bhattacharya
LICENSOR

Premasis Bhattacharya

2. Bhaskar Jana
4/24, Bijoyganh
Kolkata - 700032

Subhas Kumar Singh
LICENSEE

Identified by me:

Chandan Choudhary
(Advocate)

Signature Attested
on Identification


T. K. DEY, Notary
Alipore Judges' Police Court, Cal-27
Reg. No. 1537/2000, Govt. of India

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