



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

LEAVE AND LICENSE AGREEMENT

THIS LEAVE AND LICENSE is made on this the 16th day of
December, 2025.



BETWEEN

PRASANTA GHOSH, (PAN – BEHPG2027M), s/o Sushil Ghosh,
by faith – Hindu, by Nationality – Indian, residing at 95A, Simla
Street, Kolkata - 700006, hereinafter called and referred to as the
“LICENSOR” (which term or expression shall unless excluded by
or repugnant to the context mean and include his heirs, executors,
successors, administrators, legal representatives and/or assigns)
of the ONE PART.

AG
AMITAVA GHOSH
NOTARY, GOVT. OF INDIA
REGN NO. 56596
HIGH COURT, CALCUTTA

16 DEC 2025



-AND-

SHAYAN GHOSH, (Aadhaar No. 5918 6015 6610), S/o Prasanta Ghosh, by faith – Hindu, by nationality – Indian, resident of 95A, Dr. Narayan Roy Sarani, Girish Park, Kolkata - 700006, hereinafter called and referred to as the “**LICENSEE**” (which expression shall not include and/or never be deemed to include and mean his heirs, executors, administrators, legal representatives and assign) of the **OTHER PART**.

WHEREAS the Licensor herein is the Owner of one full furnished Flat, comprising with 3 Bed Room, 2 Bathroom, 1 Kitchen cum Dinning, lying on 2nd Floor, situated at 95A, Simla Street, Kolkata – 700006 with fittings and fixtures.

AND WHEREAS the First Party/Owner has decided to let-out to the Second Party /Licensee ALL THAT aforesaid Rooms, which is more fully and particularly described in the schedule written hereunder. The First party/Owner allows the Second Party/licensee as a Leave and License, basis for a period of 33 (Thirty Three) months only following terms and conditions to which both the parties have agreed to abide and undertake to maintain the terms and conditions of this Leave and License agreement.

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AND WHEREAS the Licensee approached the Licensors for permission for use of his ALL THAT Licensed portion of the said premises and for temporary accommodation for residential purpose only for a period not exceeding 33 (Thirty Three) months only commencing on and from 1st day of April, 2025 to 31st day of December, 2027 which the Licensors have agreed to grant reserving for themselves and care, maintenance and service to the property and on the basis of License only with his family members. In the event that both parties want to extend the license for further period, the first party has the right to extend or refuse the extension.

NOW IT IS HEREBY EXPRESSLY AGREED BETWEEN THE PARTIES AS FOLLOWS:-

1. That this writing shall never be construed as Licensee agreement not otherwise granting any other interest in the property in favour of the Licensee which is not all the intention of the parties, but on the contrary be as temporary arrangement to allow the Licensee to use that Licensed portion of the said premises under the control and supervision of the Licensors.
2. That the Licensee shall occupy the Licensed portion of the said premises for a period of 33 (Thirty Three) months only commencing on and from 1st day of April, 2025 to 31st day of December, 2027.

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3. That the Licensee has undertake to pay a sum of **Rs. 95,000/-**
(Rupees Ninety Five Thousand only), per month license fees to the Licensor for the aforesaid Room/flat within 5th day of every English Calendar month.
4. That in case the leave and license agreement will be extended after eleven months, the Licence fee shall be increased 10% after expiry of eleven months.
5. That the Licensee shall keep deposit a sum of **Rs. 2,00,000/-**
(Rupees Two Lakhs) only as an advance and or security deposit with the Licensor at the time of execution of this agreement and acknowledge the same in presence of witnesses and the said money shall be refunded by the Licensor to the Licensee at the time of taking back the possession of the said room in good condition. The said amount will be pay through cash.
6. That on and after receiving the said deposit amount the Licensor shall hand over the physical vacant and possession of the said room to the Licensee for the use of residential purposes with his family members.
7. That if the Licensee makes a default in payment of license fee for two consecutive months within a period of 33 months he shall be deemed to be defaulter and liable to be evicted from the said licensed premises/portion at once without any prior notice.

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8. That the Licensee shall not enjoy any right to transfer, assign or sub-license either in whole or in part of the licensed property held by him without the prior consent in writing of the Licensor.
9. That the Licensee shall use the licensed premises solely for the residential purpose only and the same shall not be used for other purpose/purposes or for any other act or activities.
10. That the Licensee shall not be deemed to be in the exclusive possession of the licensed premises and the Licensor will have the right to enter upon the said premises at any time during reasonable hours to inspect the said licensed premises. The juridical possession shall be deemed to be with the Licensor.
11. That the Licensee shall not put up any additional fittings, and fixtures and is completely barred from making any change or changes, by way of additions or alterations(both temporary or permanent) in the said licensed premises, without the prior permission of the Licensor in writing.
12. That the Licensee shall not commit any act amounting to nuisance or annoyance to the neighbors and Licensor, including their family members.
13. That if the Licensee shows his intention to leave and vacate the said licensed premises/portion, prior to the termination of the said Leave and License Agreement, he shall intimate the same in writing, to the Licensor, one month prior.

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14. That if the licensed premises is required for any urgent use for the occupation of the Licensor and if the Licensor is desirous to get the possession of the said licensed premises before the termination of the stipulated period of the license agreement, the Licensor shall bind herself in the issuance of One month notice.
15. That the Licensee shall leave and vacate the licensor premises on termination of the contractual period of license as aforesaid or earlier determination thereof as mentioned above and deliver peaceful and vacant possession in the condition same as it was at the time of entering into the said agreement, save and except deterioration and depreciation caused due to daily wear and tear.
16. That this agreement will never be construed as any tenancy agreement or lease nor otherwise will create any other right or interest in the property in favor of the Licensee in any manner.
17. That due to Force Majeure, if any structural variation of the licensed premises occurs or variation/impossibility to perform the terms and conditions of the agreement takes place, none of the parties to this agreement shall be held liable.
18. That with the termination of this agreement or earlier determination, whatsoever, all the rights and liable of each of the parties to this agreement, for each other, will cease to exist, and this agreement will not carry any provision for renewal or extension or continuation after its determination in any manner.



19. That the Licensee shall pay month-by-month charges of the electric consumption made by him directly to the CESC/WBSEDCL, as per the electric consumption bill issued against the separate Electric Meter installed by CESC/WBSEDCL for the licensed premises, and also shall bear the proportionate share of the electric consumption charges.
20. That the Licenser will bear all type of Municipal Tax in respect of the said premises.
21. That the Licensee shall bear the water charges, if any, attributable to the said licensed premises, himself, imposed by the Municipal Corporation.
22. That the Licensee shall bear all the maintenance costs individually for the said room, during her tenure of stay in the said licensed premises, as Licensee, and such maintenance expense/expenses will not be amalgamated with the license fee at any point of time.
23. That the Licensee shall in no condition use any other source of energy for cooking purposes save and except LPG Cooking Gas or electric cooking appliances and will in no case use any other portion of the licensed premises for cooking except the kitchen.
24. That the Licensee should take necessary measures for cleaning the licensed premises at his own cost as per situation.
25. That the Licensee shall remain solely responsible for any damage or variation of the licensed premises during the tenure of the said



license agreement and shall bear all the cost for repairing or recovering the damage caused by the Licensee him/herself or any member of him during such tenure of the said agreement.

SCHEDULE OF FLAT

ALL THAT piece and parcel of one full furnished Flat, comprising with 3 Bed Room, 2 Bathroom, 1 Kitchen cum Dinning, lying on 2nd Floor, situated at 95A, Simla Street, Kolkata – 700006 with fittings and fixtures as annexed herewith.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and signature on this day, month and year above written.

SIGNED, SEALED & DELIVERED

at Kolkata in the presence of :-

WITNESSES:

1.

Prasanta Ghosh

SIGNATURE OF THE LICENSOR

2.

Shayan Ghosh

SIGNATURE OF THE LICENSEE

Identified by me

Soma Dutta

Advocate

J.M Court, Kolkata-
Regn No.-F-1496/21

Signature Attested
In identification of Ld. Advocate

Amitava Ghosh

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