

AGREEMENT

This AGREEMENT is made on 20th May 2015, between Mrs _____ W/O Sri _____ by occupation _____ presently residing at premises _____. Hereinafter referred to as The **LICENSOR** (which terms or expression shall unless excluded by or repugnant to reference or context means and includes his or hers legal heirs, executors, administrators, legal representative and assigns) of the **ONE PART**

AND

Mr _____ S/o _____, **Partner** M/s _____, Presently Residing at _____ hereinafter referred to as **THE LICENSEE** (which terms or expression shall unless excluded by or repugnant to reference or context means and includes his or hers legal heirs, executors, administrators, legal representative and assigns) of the **OTHER PART.**

WHEREAS THE **LICENSOR** has right to allow THE **LICENSEE** to use one fully furnished (i.e. _____ etc.) office room measuring about _____ sq.ft. Approx. Martin Burn Building, Room No-_____, Ground floor , _____ , Kolkata – _____ more fully described in the schedule below on the following terms and condition:

NOW THE AGREEMENT WITNESSETH and the parties hereto hereby agree as follows:

- 1.) That THE **LICENSOR** is absolutely seized and possessed of the said fully furnished (i.e. _____ etc.) office room measuring about _____ sq.ft. Approx. at _____, Room No-_____, _____ floor , _____ , Kolkata – 700001 and are authorised to grant the said office room on Leave & License basis.

- 2.) That THE **LICENSOR** do hereby grant and the Licensee both hereby accepts the license to use and occupy the said office room for a period of 11 months commencing from _____May 2015. (i.e. From _____ to _____.)

- 3) That THE **LICENSOR** will allow the licensee peacefully and quietly to hold, use, occupy the said office room during the period of License without any interruption, eviction or disturbances by the licensor's or any person or

person's claiming from under or in trust for them only on the Licensee paying the monthly compensation or License fee and observing and performing the other covenants and conditions hereinafter stated.

- 4) In consideration thereof, the Licensee both hereby covenant and agree with the Licensor as follows:
- i) The Licensee shall and will pay the monthly rent of Rs _____ /- (_____ only) per month including maintenance charges for the said office room to be paid to the Licensor on or before 7th .of each month according to the English calendar in advance for the month for which it is due.
 - ii) The Licensee shall not make any additions and or alterations to the said office room without the consent in writing of the Licensors first had obtained.
 - iii) The licensee shall use the said office room for his business, office use, commercial shop or official purposes only. The Licensee will not be able to store any articles or combustible, inflammable and or dangerous natured goods and shall not cause any damages or waste to the said office room.
 - iv) The Licensee shall obtain in its firm name _____ (represented by Mr _____) the trade license, electric meter, telephone lines etc at their own cost and shall pay the charges for all such facilities to their appropriate authorities for the period the Licensee occupies the said office room.

- v) The Licensee shall not transfer the demised office room or any portion of it thereof to any person or persons, nor part with possession thereof to any person or persons, except and only to the Licensor.
- vi) Notwithstanding anything stated in this agreement the Licensee shall be free to install and use any new electrical fittings and office equipment (furniture and chairs & cabinets) at his discretion and also to remove them and or all the furniture's and other moveable articles that may have been brought in by the licensee in the said office room at the time of handing over possession to the Licensor of the said office room. The Licensee under takes to use the electricity appropriate to the capacity of the present meter installed.
- vii) The Licensee shall allow the licensor or her authorized person to enter into the said office room for viewing the inside of the said office room to inspect the inside thereof if necessary.
- viii) The licensee shall at his own costs be at liberty to:-
 - a) Construct, fix, erect in or upon or fasten to the said office room business fixtures and fittings such as ovens, counters, partitions, lockers, and sun blinds arid electrical fittings on any portion of the said office room and shall repair the damages that may be caused thereby without affecting the main structure.

- b) Remove the said fixtures and fittings and other equipments or erections at the expiration of this License and in such event the Licensee will make good any damages that may have been caused to the said office room by such a removal normal wear and tear being accepted.
- c) Affix place or display name board/sign board at the out side & inside of said office room.
- ix) The Licensee hereby agree to take this license on a renewal basis after every 11 months period starting from _____ (i.e. the first renewal date) this license agreement will be renewed an increment of 5% after every 11 months.
- 5) The Licensee further herby convenient and agree with the Licensor as follows:
 - i) The Licensee shall and will pay the monthly compensation or license fee as aforesaid and the licensee shall and will in default of such payment also pay interest on all agrees of the license fee at the rate of 18% per annum until payment. The Licensee shall also bear all the bank charges in case of any cheque fault. In case of failure to pay the License fee for three months then in that case the agreement stands cancelled and the licensor shall have the right to enter in to the office room and take vacant possession of the said office room without any kind of resistance.

- ii) That the Licensee has agreed to pay a sum of Rs _____/- (_____ only) Cheque No _____ Dated _____ Drawn on _____ without bearing any interest, paid to the Licensor as a refundable security deposit on execution of this agreement, which shall be refunded on handing back the possession of the said office room.

- 6) That the receipt against payment of License fee should be granted by licensor.

- 7) That the Licensee shall not have the right to take any loan against the security of the said office room and if any loan is taken by the licensee for his business the Licensor's shall not be liable and or responsible for such loans.

- 8) That this agreement may be renewed for a further period of three years if the Licensor get their own fresh terms and conditions from the Licensee and thereafter it can be renewed in the same fashion with an increase in the License fee.

- 9) Two copy agreement made in which both parties kept one copy.

- 10) That the Licensee in case wants to vacate the premises after the 11 Months , 2 months' notice should be given in writing in advance to the Licensor and in such an event the Licensor shall refund the said security deposit to the Licensee within 7 days.

IN WITNESS whereof the parties hereto herewith have put their respective seal and signatures on the day month and year first above written.

SIGNED, SEALED AND DELIVERED

LICENSOR

In presence of:

Witness:

1.)

LICENSEE

2.)
