

LEAVE AND LICENSE AGREEMENT

THIS AGREEMENT OF LEAVE AND LICENCE made this 1st day of September 2022;

BETWEEN

1)) **Mrs SHUVECHHA SAMADDAR**, Daughter of Debi Prasad Samaddar (PAN NO-HELPS2765J) (AADHAR NO- 406399539748) by faith Hindu ,by Nationality- Indian by Occupation Service Residing at-Uttar Jagtala, Maheshtala M, P.O & P.S -Maheshtala,South 24 Parganas West Bengal-700141 , 2) **Mr RAHULJEET BANERJEE** (PAN – BLHP1330D) (AADHAR No- 414398445401)S/O- SRI PINTU BANERJEE by faith Hindu ,by Nationality- Indian by Occupation Service ,Residing at -38/H/1 Gobindo Bose lane ,P.O and P.S -Bhawanipore Kolkata-700025 both hereinafter referred to as the **LICENSOR** (which expression shall unless be excluded by or repugnant to the context be deemed to include his heirs, successors, executors, administrators, legal representatives and assignors) of the **FIRST PART**;

AND

Mr DEBAGNI SINGHA S/O MRS MINA SINGHA residing at Flat B-3 TARA APARTMENT, NETAJI PARK SECTOR-2, BATAMORE NEW KALIKA MISTARNO BHANDAR, BATAMORE BATANAGAR, MAHESHTALA,SOUTH 24 PARGANAS, WEST BENGAL-700141, hereinafter referred to as the “**LICENSEE**” (which expression shall unless be excluded by or repugnant to the

context be deemed to include his heirs, successors, executors, administrators, legal representatives and assignors) of the **OTHER PART**.

WHEREAS the **LICENSOR** is the sole and absolute owner and is seized and possessed **ALL THAT** self-contained **Flat No-3** on the First Floor Back side having super built up area of 654 square feet more or less with all doors, windows, Sanitary and CP fittings, Door fixture, walls, consisting of Two Bed Room ,One Living/Dining Room, One Kitchen, One Toilet and One Balcony together with undivided, under marketed, un partitioned proportionate impartial share of land and together with right to use all proportionate share in the common areas, common parts ,portions and all other facilities, amenities and utilities more fully described in the Schedule-A herein below and hereinafter referred to as the “Said Flat”

AND WHEREAS the **LICENSEE** has requested the **LICENSOR** to allow him to use the said Flat temporarily for the residential purpose.

AND WHEREAS the **LICENSOR** has agreed to allow the **LICENSEE** to use and occupy the said Flat on ‘**Leave and License** basis’ for a period of **11 months** at the compensation and on the terms and conditions hereinafter mentioned.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That the **LICENSOR** hereby granted the **LICENSEE** to use and occupy the said Flat for residential purpose only for a period of 11 months i.e. from **12th February 2023** to **11th January 2024**.
2. That the **LICENSEE** should also be entitled to use the **LICENSOR'S** fixtures and fittings and before taking the possession of the said flat, the **LICENSEE** must be satisfied that all the Electrical and Water connections are working properly and the electric switches, sinks, and all other fittings are in good condition.
3. That the **LICENSEE** shall pay to the **LICENSOR** the amount of **Rs.6300/- (Rupees Six Thousand Three Hundred)** only per month as License Fee for the occupation and use of the said Flat, as aforesaid on or before 5th day of every current calendar month
4. That the **LICENSEE** has paid today a sum of **Rs.12600/- (Rupees Twelve Thousand Six Hundred)** only as an interest Free security deposit to the **LICENSOR** which will be refunded without interest on the date of expiry of the Leave and License agreement and after deducting of applicable dues/claim if any.
5. That the **LICENSEE** shall pay electric charges, Generator Charges and water charges if any on the basis of actual consumption during the period of this agreement.
6. That the **LICENSEE** shall be responsible for all sorts of repairs and paintings to be carried out not more than once in a calendar year with the prior approval of the **LICENSOR**
7. That the **LICENSEE** shall not be responsible for any payment of any rates, taxes or levies in respect of the said flat.

8. That the license is given on a personal basis and the **LICENSEE** will not be entitled to transfer the benefit of this agreement or give sub-license to anybody else.
9. That the **LICENSEE** undertakes not to cause any damage or defacement of the ceiling, walls or floors of the licensed portion.
10. That the **LICENSEE** shall not carry out any structural repairs, additions or alterations without prior written permission from the **LICENSOR** and shall not cause any nuisance or annoyance to the neighbors or do anything which would damage the premises or jeopardize others.
11. That the **LICENSEE** shall keep and maintain the **LICENSOR**'s fixtures and fittings installed in the said flat in good order and conditions and upon termination of the said license, the **LICENSEE** will leave the same in good condition as they were on the date of agreement except normal wear and tear.
12. That the **LICENSEE** shall be eligible to repair and replace, at his own cost, fans, fixtures and fittings put up in the Flat by the **LICENSEE**, in case of any damage, to such fixtures and fittings.
13. That in case of earlier termination, the security deposit will be refunded immediately after deducting the applicable dues/claim if any and on handing over peaceful vacant possession of the Said Flat.
14. That nothing contained shall be constructed as creating any right, easement, tenancy or sub-tenancy in favour of the permissive right of use hereby granted to the **LICENSEE**, the possession of the said flat at all times remaining with the **LICENSOR**.

15. That on any breach of any of the terms and conditions of the said agreement, the **LICENSOR** will be entitled to terminate the License.
16. That on termination of the said License or on expiry of the period of the said License, the **LICENSEE** shall make over vacant and peaceful possession of the said flat to the **LICENSOR** in good and usable condition.
17. That it is expressed intention of the parties hereto that this agreement shall be a mere license and the **LICENSOR** or his authorized representative shall, at all times, have free and unobstructed access to the said Flat .
18. That both the **LICENSEE & LICENSOR** may terminate this agreement before the licensed period, by giving two month written notice and in case if the said agreement is terminated by either party, the **LICENSOR** shall be bound to refund the said security deposit money to the **LICENSEE** within 7 days from the date of termination after adjustment of dues/claim if any .
19. That the **LICENSOR** or his agents can exercise the rights of inspection of the licensed portion according to his needs for which the **LICENSEE** cannot raise any objection and both the parties shall co-operate with each other.
20. That the shall abide by all the terms and conditions of the Association/Maintenance body as the case may be and shall quietly occupy the licensed portion of the said flat for the stated period without any interruption.
21. This License will effect from **12th February 2023 to 11st January 2024**.

SCHEDULE OF THE LICENSED FLAT

ALL THAT self-contained **Flat No-3** on the First Floor Back side having super built up area of 654 square feet more or less with all doors, windows, Sanitary and CP fittings, Door fixture, walls, consisting of Two Bed Room ,One Living/Dining Room, One Kitchen, One Toilet and One Balcony together with undivided, undermarketed, un partitioned proportionate impartial share of land and together with right to use all proportionate share in the common areas, common parts ,portions and all other facilities, amenities and utilities butted and bounded with

On the North-

On the South –

On the East-

On the West-

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.

SIGNED AND DELIVERED BY

THE LICENSOR In the presence of ---

1)

2)

SIGNATURE OF THE LICENSOR

SIGNED AND DELIVERED BY

THE LICENSEE In the presence of ---

1)

2)

SIGNATURE OF THE LICENSEE

MEMO OF CONSIDERATION

Received Rs 12600/- (Rupees Twelve thousand six hundred) only from the **LICENSEE** by cash as interest free security deposit .

SIGNED AND DELIVERED BY

THE LICENSOR In the presence of ---

1)

2)

SIGNATURE OF THE LICENSOR

SIGNED AND DELIVERED BY

THE LICENSEE In the presence of ---

1)

2)

SIGNATURE OF THE LICENSEE