

পশ্চিমৰঙ্গ पश्चिम बंगाल WEST BENGAL

29AA 500177

LEAVE AND LICENCE AGREEMENT

THIS AGREEMENT FOR LEAVE AND LICENCE made at Kolkata on 26th August, 2022.

BETWEEN

JAYANTI DEBNATH, wife of Sujit Debnath, by faith – Hindu, by Occupation – Housewife, residing at 10/3, Netaji Nagar, Police Station – Netaji Nagar, Kolkata – 700040, hereinafter called the "**LICENSOR/OWNER**" of the property (GR FL BACKSIDE, 68/88 Bejoygarh, Kolkata - 700032.

and situate at

Premises No. 6/88, Bejoygarh, Kolkata - 700032 strictly for a temporary period of eleven months with effect from 1st day of

AND

PRATIK GUHA, Son of Pradip Guha, by faith – Hindu, residing at ARABINDA PARA, FALAKATA, JALPAIGURI, WEST BENGAL, PIN CODE - 735211, hereinafter called the "LICENSEE".

THIS AGREEMENT FOR LEAVE AND LICENCE is made at Kolkata in the month of August, 2022 between the Licensor and the Licensees for using temporarily a Flat (morefully described in the Schedule below) in respect of Premises – GR FL BACKSIDE, 6/88, Bejoygarh, Kolkata – 700032 for eleven months commencing from 01.09.2022 and after expiry of the said eleven months i.e. on 31st Day of July,2023 the Licensees vacate the said flat and handed over the possession of the said flat in good and habitable condition to the Licensor and the Licensor also refunded the Security Deposit Amount of Ten Thousand Rupees without any interest to the Licensee on 31.08.2022. subject to the condition that if any outgoing ought to be paid by the LICENSEE if not paid, then such amount shall be deducted from the Security Deposite.

2. The Licensees, being failed to arrange any suitable accommodation for his staying, requested the Licensor to permit him to use and occupy in the ground floor, flat lying and situate at Premises No. 6/88, Bejoygarh, Kolkata – 700032 strictly for a temporary period of eleven months with effect from 1st day of

September, 2022 with a Licence Fee of Rs. 4500/- per month for the said flat and will also keep a sum of Rs.10,000/- as interest free Security Deposite which will be refunded to the Licensee at the time of vacating the said flat in good and habitable condition. The Licensee will pay the Licence Fee of Rs. 4500/- within 5th day of every current English Calendar month, failing which this Agreement will be void ab initio. The Licensee will also give an Advance payment of the Amount of Rs. 4,500/- on 31.08.2022.

- 3. That the Licensee will use the said flat only for his residential purposes as a student of Future Institute of Engineering and Management and will not transfer or sub-let the entire portion or a part of the said ground floor flat nor to be allowed to any person as Paying Guest.
 - 4. That the Licensee herein shall not keep in or upon the said Licensed flat or any part of the said premises any combustible or injurious articles or articles likely to damage the said Ground Floor Flat or any part of the said premises or cause injury to any person therein.
 - 5. That the Licensees agree to vacate the said flat of the said premises on the expiry of said 11 (Eleven) months with prior intimation to the Licensor.
 - 6. That the Licensees shall pay the Electricity charges to be consumed as per Meter allotted for the said flat.

- 7. That the Licensees shall be liable to pay the cost of repairing and compensation for damages, if any caused to any portion of the licensed flat, solely due to sheer or willful negligence of the Licensee as distinct from normal wear and tear. If found therein cost to be deducted from their security deposit.
 - 8. That water will be supplied by the One Part to the Other Part as per availability of water by the Sherwood Authority.
 - 9. That the Licensee will keep the interior of the said flat, the fittings and fixtures including electrical, bed, sanitary and plumbing in good order and condition till the expiry of this agreement.
 - 10. That all minor repairs is to be undertaken by the Licensee at their own costs and expenses.
 - 11. In case of any dispute in respect of the said flat that will be settled by and between the parties and no third party intervention will be allowed.

SCHEDULE OF THE LICENSED FLAT

ALL THAT piece and parcel of one residential Flat lying and situate on the Ground Floor, Backside of Premises No. 6/88, Bejoygarh, Kolkata - 700032 consisting of One Bed room with Kitchen, One Bath cum Privy, Electric Connection and Water Connection along with all fittings and fixtures of Electrical Items and a fixed bed and a camp bed as furnitures.

IN WITNESSESS WHEREOF the Parties hereto have set and subscribed their respective hands on the 26th day of August, 2022.

WITNESSES:

1.

Dayanti Delaam SIGNATURE OF THE LICENSOR

2.

Bratik Grula. SIGNATURE OF THE LICENSEE