



पश्चिम बंगाल WEST BENGAL

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### LEAVE & LICENSE AGREEMENT

**THIS AGREEMENT OF LEAVE AND LICENSE** is made and entered into at Kolkata on the 1<sup>st</sup> day of March, 2021 between **SAYAN GHATAK**, S/o – Tanmoy Ghatak, residing at – 132/2A, Bidhan Sarani, P.S. – Shyampukur, Kolkata - 700004, hereafter called the **LICENSORS** (which expression unless be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of **ONE PART**.

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*[Signature]*

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**AND**

1) **ANKAN BANERJEE**, S/o – Late Ashim Banerjee, 2) **SWATI BANERJEE**, W/o – Late Ashim Banerjee, both are residing at – 82, Ultadanga Main Road, Kolkata – 700067, at present residing at – 2<sup>nd</sup> Floor, Flat No. 2A, Block 3, Lavanya Project, Basina Das Para, P.O. – Rajarhat Bishnupur, P.S. – Rajarhat, District – North 24 Parganas, Kolkata – 700 135, hereinafter jointly called the **LICENSEE** (which expression unless be repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators) of **OTHER PART**.

**WHEREAS**

The **LICENSOR** is the exclusive owner and is seized and possessed of the **LAVANYA PROJECT, FLAT No. 2A, 2<sup>nd</sup> FLOOR, BLOCK 3, BASINA DAS PARA, P.S. - RAJARHAT, NORTH 24 PARGANAS, KOLKATA – 700135**, admeasuring about **890 Sq.Ft (SBU)** hereinafter referred to as the “SAID FLAT” for the sake of brevity’s. And whereas the **LICENSOR** on **LEAVE AND LICENSEE** basis for a period of eleven months from 1<sup>st</sup> day of March, 2021 on terms and conditions herein after appearing.

**NOW IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-**

1. The parties of the First part hereby state and declare that he has allowed the party of the other part to use the said FLAT premises with effect from 1<sup>st</sup> day of March, 2021 for a period of eleven months on Leave and Licensee basis.
2. The party of the other part has agreed to occupy and use the said FLAT premises for a period of eleven months purely on Leave and Licensee basis commencing on 1<sup>st</sup> day of March, 2021 and expiring on 31<sup>st</sup> January, 2022.
3. The **LICENSEE** shall keep the said FLAT in good condition and of any damages, breakages are caused to the said FLAT and/or any appliances\ fittings, the **LICENSEE** shall pay the loss caused to the **LICENSOR** on account of such damages and breakages.
4. The **LICENSEE** shall pay **Rs. 8,000/- (Rupees Eight Thousand) only** [including maintenance charges] per months as **LICENSE** fee for the use of the said FLAT premises on or before 5<sup>th</sup> day every month and if he fails to do the owner has every right to cancel the agreement.

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5. The **LICENSEE** shall pay an amount of **Rs. 16,000/- (Rupees Sixteen Thousand) only** as an interest-free security deposit to the **LICENSOR** which the **LICENSEE** will hereby acknowledge and shall refund to **LICENSEE** on vacating the said FLAT premises subject to any claim for damages by the **LICENSEE**.
6. That all charges as per Bills and Meter reading for consumption of Electricity in the said FLAT shall be borne by the **LICENSEE** (as per reading of the Electric meter/sub meter or applicable charges as may be as & when installed for the said FLAT).
7. The **LICENSEE** shall keep the said FLAT premises in good condition and shall not cause any nuisance and shall refrain from doing any act which might be objectionable to or the neighbors and for this purpose the **LICENSOR** shall have right to enter and inspect the premises at any time suitable to him.
8. This agreement allows only the **LICENSEE**, to use the flat for the specific period already mentioned above. The **LICENSEE** shall not keep, permit or allow anyone else to use the said FLAT or grant **LICENSEE** to use and occupy or sublet nor shall transfer or assign the benefits of this agreement to any other person.
9. The **LICENSEE** shall not carry any illegal business or activities nor shall store any prohibited articles or commodities which could cause damage to the FLAT premises and shall strictly observe the rules and regulation of Society, Municipal Corporation/Gram Panchayat and Police Department.
10. The **LICENSEE** shall be automatically terminated on completion of 11 (Eleven) months and immediately after that the **LICENSEE** shall handover peaceful and vacant possession of said FLAT to the **LICENSOR**.
11. The **LICENSOR** shall have right to take possession of the flat on breach of any of the terms and conditions on part of **LICENSEE**.
12. The **LICENSOR** and the **LICENSEE** hereby covenant with each other that if either of the parties to this agreement decides to terminate the **LICENSEE** earlier than the date stipulated herein above, the desiring party of this agreement shall give **One Month Notice** in writing to the other party of such intention and accordingly the agreement shall remain terminated on expiry of the notice period.

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13. That at all times, the **OWNERSHIP** and **LEGAL POSSESSION AND OCCUPATION** of the **PORTION** and the **PREMISES** shall be that of the **LICENSOR**, only and the **LICENSEE** shall use and occupy the **PORTION** as **LICENSEE** only, and shall not claim any interest of any nature whatsoever in the said **PORTION** or the **PREMISES** and that nothing in **THIS AGREEMENT** shall be constructed to be a demise at law in respect of the **PORTION** or the **PREMISES** or to confer the **LICENSEE** any right of tenancy / sub tenancy / sub tenancy/ lease/ sub lease etc. In respect of the **PORTION** or the **PREMISES**.

14. That the **LICENSEE** shall permit the **LICENSOR** and / or his respective authorized agent/s/contractor /surveyor / engineer / mason / carpenter etc. to visit / enter the **PREMISES** for bona fide inspection purpose, at reasonable time during the continuance of the said **LICENSEE**, for the purpose of inspection & repairs there after on receiving reasonable prior notice from the **LICENSOR**.

15. That the **LICENSEE** shall on expiry of the period of **THIS AGREEMENT** or the **RENEWAL PERIOD** as the case may be or on earlier revocation, and / or vacation, of said premises, As therein provided, remove himself together with all his articles / things and hand over the occupation to the **LICENSOR** peacefully and without any let / hindrance, in good order and condition normal wear and tear expected.

16. That the **LICENSEE** hereby confirm that the Premises shall be occupied by him (**LICENSEE**) "AS-IS-WHERE-IS" basis, and that, therefore, any relevant laws / rules to the contrary notwithstanding. He (**LICENSEE**) shall not during the period of **THIS LICENSEE**, or thereafter, demand or required by the **LICENSOR** any payment for any additions / alterations / repairs / renovations, of the **PORTION** or the **PREMISES**, which, if required by the **LICENSEE**, shall be carried out by the **LICENSEE** at his own cost, subject to obtaining prior permission from the **LICENSOR**, subject to the **LICENSEE** procuring required permission from the concerned **SOCIETY** and all other concerned authorities / institutions.

17. That the **LICENSEE** do hereby agree / undertake that he, his family member/ stuff / visitors shall :-



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(a) Take all reasonable care of, all and singular, the **PORTION** and the **PREMISES**, and shall indemnify the **LICENSOR** from and against any damage / loss (other than by ordinary wear and tear) by reason of normal use / occupation thereof, and he shall not do any other thing which may cause harm / damage to the **PORTION** of the **PREMISES**, and / or to the same as he would take in case of his own property and belongings and shall always keep the **PORTION** and the **PREMISES** an a clean / habitable decent / sanitary condition. Free from waste / rubbish.

(b) Not do / cause / suffer to be done, any act / deed, or thing in or about the **PORTION** or the **PREMISES** which is illegal / improper / indecent / immoral or which may expose the **LICENSOR** to any damage / loss / harm, due to any legal / Government / society's action or any action by person/s so affected, and shall not disturb / injure / damage / remove / shift / displace / misplaced, any of the fixtures / fittings provided in the **PORTION** / **PREMISES**.

(c) Observe all the rules / regulations, now in force or as may be imposed hereafter by the concerned **SOCIETY** / Association / Government / Municipal authorities, in respect of his use / occupation of the **PORTION** / **PREMISES**.

18. That the **LICENSOR** shall allow the **LICENSEE** to enjoy the of **FLAT** during the **LICENSEE TERM** without any interruption, interference or hindrance by the **LICENSOR** or any other person whatsoever, subject to the **LICENSEE** observing the terms and conditions for his parts aforesaid.

19. That the **LICENSEE** hereby agreed to indemnify the **LICENSOR** and his representative, from all claims damages / demands / actions / costs / charges, to which they may have to be held liable, by reason of any activity / negligence / commission / non-performance / non-observance, of any terms / conditions of **THIS LICENSEE**, or otherwise, by the **LICENSEE** or any one acting under him.

20. All charges for electrical power consumption will be born by the **LICENSEE**.



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21. This **AGREEMENT** shall be Governed by

(a) Indian Contract Act, 1992 and

(b) In case of breach or in the matter of taking legal proceedings, if any will be the jurisdiction of the Court of Calcutta.

22. That the **LICENSEE** shall not take any loan/Voter Identity Card/ Pan card by encumbering the said flat address and if **LICENSEE** do so, then **LICENSOR** shall arising out of the said facilities to such agency who had given such facilities, ignoring this Lease deed.

23. The agreement may be terminated by both parties by giving a written notice to the other party of not less than one month. However, such notice cannot be served before the expiry of the sixth month of the agreement.

24. The property cannot be sublet to others and should not be used to conduct any unlawful activities.

25. The property should be maintained in good condition and at the expiry of the agreement be returned in the same condition as when possession was taken on the effective date.

**:- SCHEDULE :-**

**ADDRESS:**

Premises at **LAVANYA PROJECT, FLAT No. 2A, 2<sup>nd</sup> FLOOR, BLOCK 3, BASINA DAS PARA, P.S. - RAJARHAT, NORTH 24 PARGANAS, KOLKATA - 700135**, Consisting of Three Bed Rooms, One Dinning Space, Open Kitchen, Two Toilets & Two Balconies, with following fitting an fixture & Furniture.

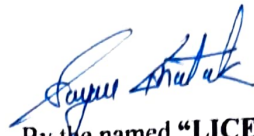
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IN WITNESS WHERE OF, THE PARTIES TO HAVE HEREUNTO SET AND  
SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND THE YEAR  
FIRST HEREIN ABOVE WRITTEN.



By the named "LICENSOR"

Ankur Banerjee.

S Banerjee

(LICENSOR)

By the within named "LICENSEE"

(LICENSEE)

In presence of following witness :-

<u>Name</u>	<u>Address</u>	<u>Signature</u>
Srabani Pathak	14 B.B.G. Sarani, B.R.S - 81, B/F - 2/38 Kolkata - 700067	S Pathak