



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

88AB 804626



Notary Public
at Alipore, Kolkata's Court

LEAVE AND LICENSE AGREEMENT

THIS AGREEMENT OF LEAVE & LICENSE is made and entered into at KOLKATA on the 1st day of January Two thousand and twenty four (2024) of the Christian era.



18 JAN 2024

Between

SMT SUTAPA SAHU, wife of Late Dilip Kumar Sahu, by faith Hindu, by occupation Service, by Nationality Indian, residing at 60/51, Haripada Dutta Lane, P.S- Jadavpur, Kolkata - 700033 hereinafter called the **LICENSOR** (Which expression unless be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the **ONE PART.**

And

SRI AMIT KUMAR SINGH Son of Upendra Singh, by faith Hindu, by occupation Service, by Nationality Indian, having Aadhar No. 503198605021, permanently residing at 39A/21, Prince Gulam Mohammad Shah Road, Golf Green, Kolkata -700095 and working for gain at M/S. Last Mile Charge Private Limited at 43, Diamond Harbour Road, Kolkata- 700027 hereinafter called the **LICENSEE** (Which expression unless be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and assigns) of the **OTHER PART.**

WHEREAS the LICENSOR is the undisputed and absolute owner of the self contained Flat on the 4th Floor of Premises No. 60/65, Haripada Dutta Lane, P.S- Jadavpur, Kolkata- 700033 admeasuring about 800 sq.ft. Super built up area, more fully described in the Schedule and hereinafter referred to as the "**LICENSED PREMISES**" or "**SAID FLAT**" for the sake of brevity.

AND WHEREAS the Licensee being in need of temporary accommodation for a short period of eleven months **on leave and license basis** to accommodate himself and his family members and therefore has approached the Licensor for **executing a new leave and license agreement** for a period of eleven months to permit him to occupy the said Flat on the 4th floor consisting of twobed rooms, one lobby, one kitchen, one bathroom and W.C and two Balconies, for residential purposes only commencing from the date of execution of this agreement. (This shall stand ipso facto revoked on the expiry of the said term).

AND WHEREAS the LICENSOR has agreed to comply with the request of the Licensee to grant him renewed **leave and license** to use and occupy the said premises for a further period of eleven months only on the terms and conditions mutually agreed upon.

FOR THEREFORE THIS AGREEMENT WITNESSES and it is hereby expressly agreed by and between the parties hereto as follows:



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1. The Licensor hereby state and declare that she has allowed the Licensee to use the said FLAT with effect from the date of execution of this agreement for a further period of 11 months on Leave and License basis.

2. The Licensee has agreed to occupy and use the said FLAT for a period of eleven (11), months purely on leave and license basis commencing on 1st January, 2024 and expiring on 30th November, 2024.

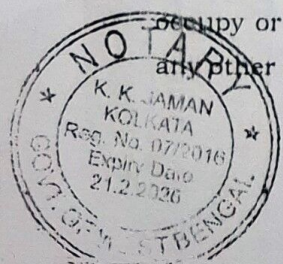
3. The LICENSEE shall pay a sum of Rs. 12,000/- (Rupees Ten Thousand) only per month to the Licensor as licensed fee of the said flat, excluding maintenance charges of the building, municipal taxes and impositions, etc. and the said Licensed fee shall be payable within 7th day of each month according to English Calendar and if he fails to do so the Licensor has every right to cancel the agreement. For the purpose of monthly rent, month will mean 1st day of the English calendar month to the last date of the month.

4. The LICENSEE has paid to the Licensor a sum of Rs.20,000/- (Twenty thousand) only, the receipt whereof the licensor both hereby acknowledge. The amount of Rs.20,000 /- shall remain as security deposit with the licensor for due performance of this agreement. The said amount of security deposit shall bear no interest and will be refunded to the licensee after deducting the licensor's dues on the licensee's quieting, vacating and handing over quiet, vacant and peaceful possession of the said flat to licensor.

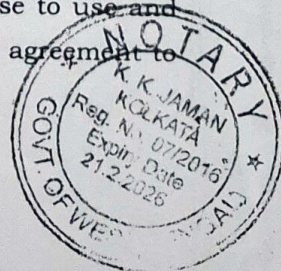
5. That in case of increase in taxes payable in respect of the said Flat or levy of any new tax or cess by the Government or the Municipality or any other body or authority the Licensee shall bear a proportionate share thereof. If the Association of the building shall decide the increasing of monthly maintenance charges, that will be borne by the Licensee.

6. That it is further agreed that the Licensee shall consume electricity through the electric connection and separate meter installed for lightings and domestic purposes and the charges for electric consumption shall be borne and paid by Licensee according to the bills generated by the Calcutta Electric Supply Corporation Limited (CESC Ltd.) of the said flat during the period of license.

7. The LICENSEE shall use the said 4th floor Flat described below for his residential purposes only with his bonafide family members and shall not keep, permit or allow anyone else to use the said FLAT or grant license to use and occupy or sublet nor shall transfer or assign the benefits or this agreement to any other person.



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8. The Licensee shall not use the said FLAT for any commercial activity or 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 the Society, Municipal corporation and other appropriate authorities having jurisdiction on the said FLAT. The Licensee shall also ensure that the said FLAT is not used as Hostel, Guest House, Paying Guests or any other use, which are prohibited by law or offensive to public morale and decency or create a bad reputa to the Licensor and Licensee's actions should not be source of nuisance to the occupants of neighboring flats.

9. That the Licensee shall not Use or permit the said Flat to be used for taming any fierce animal like dog etc.

10. The LICENSOR and her representatives shall have the right to enter upon the licensed portion, if required, to inspect the premises with prior notice to the Licensee.

11. The LICENSEE shall at his own cost repair and replace fittings and fixtures in the said flat whenever such repair or replacement is required during the subsistence of this agreement and shall not be entitled to any reimbursement for the same from the Licensor. The licensee shall not make any structural or permanent additions or alteration or changes in the said flat and no nails to be fixed on any walls and also not to cause any damage or defacement of the ceiling, walls or floors of the licensed portion.

12. On expiry of the period of this agreement or sooner determination thereof under this agreement or on this License becoming legally in-operative for any reasons, the licensee shall remove himself, his family members, articles, furniture and all other belongings from the said flat and vacate the flat without causing any obstruction or hindrance whatsoever to the Licensor shall hand over quiet, peaceful and vacant possession of the flat in good condition to the Licensor without any objection.

13. That it is also agreed by the Licensor, that in the event Licensee wants to leave the said Flat prior to the term hereinbefore stated, the Licensee shall give notice to the Licensor 1 (one) month's prior to his intension to deliver up vacant possession to the Licensor and the Licensor shall refund the adjusted balance money of the Security Deposit to the Licensee, without any delay or default and



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if the licensor wants to take back the said flat, she shall also serve one month prior notice to the licensee.

14. This agreement shall be for a period of eleven months only from the date of execution of these presents and it may be renewed for a further period of eleven months at the sole discretion of the Licensor and the option of renewal of the license with a 10% increase on the license fee herein on the expiry of this agreement.

15. That the party of the second part shall be deemed to be only a Licensee for a period of eleven months only by virtue of these presents and shall not make or have any claim to tenancy, sub-tenancy or any other right title or interest of whatsoever nature in the said flat or portion thereof.

16. That the license hereby granted shall not be heritable and shall without any further act or deed stand terminated and determined on the demise of the Licensee.

17. If the licensee commits breach of any of the conditions of this agreement the licensor shall be entitled to forfeit the deposit given under this agreement and terminated this agreement and revoke the leave and license by giving one month's previous notice to the licensee and the Licensor shall be entitled to take possession of the said flat.

18. That the original copy of this agreement will be retained by the Licensor, and its photocopy will be retained by the Licensee.

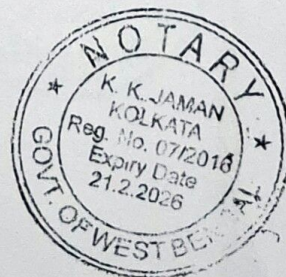
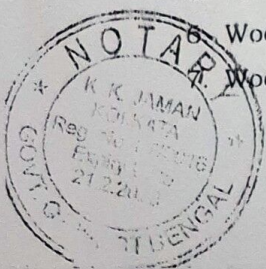
SCHEDULE

ALL THAT the self contained residential flat on the 4th Floor having marble floor, consisting of two bed rooms, one lobby, one kitchen, one toilet and W.C and two balconies, measuring about more or less 800 sq.ft. super built up area Premises No.60/65, Haripada Dutta Lane, P.S- Jadavpur, Kolkata- 700033, within the limits of Kolkata Municipal Corporation.

PLUS

1. Window Pane (Glass)- 17 pairs
2. Tube Light Full Set-5 Nos.
3. Wooden Doors- 9 Pcs
4. Bulbs with lamp shades- 5 pcs
5. Wooden and glass wall almirahs- 2 pcs
6. Wooden lofts - 6 Nos.
7. Wooden kitchen lofts - 3 Nos.

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

Signed and delivered by Smt. Sutapa Sahu
the LICENSOR in the presence of:


SIGNATURE

Witnesses:

1. Jayanti Kundu

Name

Address

Signed and delivered by Sri Amit Kumar Singh
the LICENSEE in the presence of:

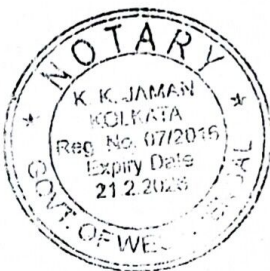

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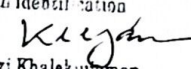
Witnesses:

1.

Name

Address



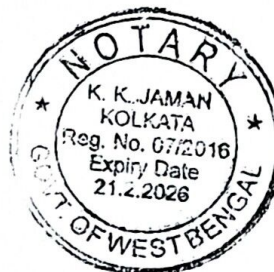
Signature noted
in identification

Kazi Khalekujaman
Notary, Govt. of West Bengal
Regn. No.: 07/2016
Kolkata

IDENTIFIED BY ME



ADVOCATE

18 JAN 2024



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DATED THE 1ST DAY OF JANUARY, 2024

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BETWEEN

Smt. SUTAPA SAHU

AND

Sri AMIT KUMAR SINGH

LEAVE AND LICENCE AGREEMENT

RAJARSHI KUNDU

ADVOCATE

CALCUTTA HIGH COURT

MOB: 9007495996.