



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

94AB 801504

LEASE & LICENSE AGREEMENT

THIS AGREEMENT OF LEASE AND LICENSE is made and entered in Kolkata on the 1st day of July 2024, between Mr. Prabhakar Patel S/O Mr. Damodar Prasad Singh, by religion- Hindu, by nationality- Indian, by occupation- Service, residing at Ramkishna Nagar Khagaul Road, Danapur, Dinapur-Cum-Khagaul, Patna, Bihar - 801503, all the LICENSOR (which expression unless repugnant to the contest or meaning thereof be deemed to include her heirs, administrators and assigns) of ONE PART.

Prabhakar Patel  
Manoj Kumar



AND

Mr. Manotosh Karmakar, S/O -Bijay Karmakar, by religion- Hindu, by nationality- Indian, by occupation- Job, residing at Flat 301, Rajarhat Road, Baba Narayan Apartment, Bhatenda, Rajarhat, WB 700135, hereafter called the LICENSEE (which expression unless be repugnant to the context or meaning thereof be deemed to include his heirs, administrators and assigns) of OTHER PART.

WHEREAS

The LICENSOR is the lawful occupier and lawful possessor of the flat bearing Flat no 301, 3<sup>rd</sup> floor, Block A, Baba Narayan Apartment, Kolkata 700135. hereafter referred to as the "SAID FLAT" for the sake of brevity. And, whereas the LICENSEE on LEASE LICENSE basis for a period of Eleven months with effect from **1st of July 2024**, on and conditions hereafter 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 **1st July of 2024** for a period of eleven months on Lease and License basis expiring on **1<sup>st</sup> June of 2025.**

Prabhakar Patel  
Manotosh Karmakar

2. The **LICENSEE** shall keep the said **FLAT** along with furniture & fixtures in good condition and in case of any damages, breakages are caused to the said **FLAT**, the **LICENSEE** shall make good the loss caused to the **LICENSOR** on account of such damages and breakages.
3. The Agreement of the said **LICENSE** period can be extended further period of 11 months with the mutual consent of both the parties by 5% increase in the said monthly rent with a fresh / new Agreement.
4. The **LICENSEE** shall pay **Rs.8,000/- only (Rupees Eight Thousand only)** lump sum which **includes maintenance fee (as charged by Society) per month**, as **LICENSE Fee** for the use of the said **FLAT** premises on or before **15th day of every calendar month** and if he fails to do so, the owner has every right to cancel the agreement.
5. The **LICENSEE** has to pay Two month's rent as security deposit, equivalent to **Rs. 16,000/- only (Rupees sixteen Thousand only) One month running Rs.8,000/- Total amount Rs. 24,000/- (Rupees Twenty Four Thousand only )** as an interest-free security deposit to the **LICENSOR** which the **LICENSOR** will hereby acknowledge and shall refund to **LICENSEE** on vacating the said Flat premises subject to any claim for damages/unclean interiors by the **LICENSEE** that will be adjusted from the security deposit money.

Prabhakar Patel  
Monaish Kulkarni



6. The LICENSEE shall keep the said FLAT in good condition and in case of any damages, breakages are caused to the said FLAT, the LICENSEE shall make good the loss caused to the LICENSOR on account of such damages and breakages. The said flat is handed over to the LICENSEE newly painted condition, LICENSEE shall be liable for returning the flat at the same condition, otherwise amount required for the painting of the said flat will be deducted from the security deposit, which was received from the LICENSEE.
7. 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 or applicable charges as may be as & when installed for the said FLAT).
8. The LICENSEE shall keep the said FLAT premises in good condition and shall not cause any nuisance and refrain from doing any act objectionable to the neighbors. The LICENSEE undertakes not to engage in, participate or sanction any acts that may be construed as a violation of public order or public morality; or any illicit acts that are in breach of any local legislation.
9. This agreement allows the LICENSEE, to use the flat for the specific period as defined in Clause 1 for residential purpose only. The LICENSEE shall not keep, permit or allow anyone else apart from listed family members in the agreement to use the said FLAT or grant LICENSE to use and occupy or sublet nor shall transfer or assign the benefits of this agreement to any other person. No other female members will be entertained inside the flat apart from family members.
10. The LICENSEE shall not carry any illegal business or activities nor shall store

Rabhakar Patel  
Mamlesh Kausa Ke



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.

11. The **LICENSE** shall be automatically terminated on completion of 11 (Eleven) months and immediately after that the **LICENSEE** shall handover peacefully and vacate possession of said FLAT to the **LICENSOR** unless the agreement is further extended by mutual consents.

12. The **LICENSOR** shall have the right to take possession of the flat on breach of any of the terms and conditions on part of **LICENSEE**.

**Tenant can't claim for ownership of the flat.**

**Electricity bill based on monthly consumption from electric meter, club charges, any cultural activity charges are to be paid by tenant.**

**Tenant can't modify or change basic and structural design of the flat. He is allowed to install any home utility equipment of his own expenses after taking NOC from the owner.**

**CAM bill will be paid by owner and rent is to be fully paid to the owner via online/offline.**

**The tenant has to abide by law and rules of housing society.**

**The tenant have to repair any damages due to occupancy of the flat by the tenant.**

13. The **LICENSOR** and the **LICENSEE** hereby covenant with each other that if either of the parties to this agreement decides to terminate the **LICENSE** earlier than the date stipulated herein above, the desiring party of this agreement shall give *one month notice* in writing or through email to the other party of such intention and accordingly the agreement shall remain terminated on expiry of the notice period.

14. 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

Prabhakar Patel  
Manoj Kumar



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 / lease/ sub lease etc. in respect of the PORTION or the PREMISES.

15. 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 with full consent of the LICENSEE during continuance of the said LICENSEE, for the purpose of inspection & repairs thereafter on receiving reasonable prior notice from the LICENSOR.

16. 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 hindrance, in good order and condition.

17. At the time of vacating the property, the LICENSEE undertakes not to remove any of the furniture, fixtures and fittings or modifications of the LICENSOR, which the LICENSOR might have installed, and any wall paint damage repair is LICENSEE's responsibility beyond normal quality damage expected during the lease tenure. The paint damage due to scratches, smoke and cause by other external/ moveable factors will not consider as normal damage.

18. That the LICENSEE hereby confirm that the Premises shall be occupied by him (LICENSEE) On "AS-IS-WHERE-IS" basis, and that, therefore, any relevant laws / rules to the contrary notwithstanding. He (LICENSEE) shall not during the

*Prabhakar Patel*  
*Mamta Kulkarni*



period of **THIS LICENSE**, 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. However, any investment needs to be made in the said flat, if required because of any damage of non-moveable assets or semi-durables in normal situation without any fault of **LICENSEE**, should be borne by the **LICENSOR**.

19. That the **LICENSEE** do hereby agrees / undertakes that he, his family members/ staffs / visitors shall: -

(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** on 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

Prabhar Patel  
Mansh Khera Kher



the concerned **SOCIETY** / Association / Government / Municipal authorities, in respect of his use / occupation of the **PORTION** / **PREMISES**.

20. That the **LICENSOR** shall allow the **LICENSEE** to enjoy use of the **FLAT** during the **LICENSE 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.

21. That the **LICENSEE** hereby agreed to indemnify the **LICENSOR** and his representative, from all claim's 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 LICENSE**, by the **LICENSEE** or anyone acting under him.

22. All charges for electrical power consumption will be borne by the **LICENSEE**. The **LICENSOR** will pay the maintenance charges of the **SOCIETY**.

23. That 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.

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

25. If the rent is not paid for any single month, then agreement stands cancelled with immediate effect and the **LICENSEE** would vacate the **FLAT** immediately.

Prabhanu Patel  
Mondosh Kalsara



SCHEDULE "A"

26. All that piece and parcel of one flat bearing Flat no 301, 3<sup>rd</sup> floor Block -A, Baba Narayan Apartment, Kolkata 700136, consisting of 2 bed Rooms, 1 Dining cum drawing Space, 1 kitchen, 1 Balcony, 2 toilets, with all user of common space, Parking, common area.

SCHEDULE "B"

*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.*

*Prabhakar Patel*

By the named "LICENSOR"

*Manoj Kumar*

By the within named "LICENSEE"



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA



ई-पानकी सेवा संख्या कार्ड  
e - Permanent Account Number Card

**BWOPK0034P**



नाम / Name  
**MANOTOSH KARMAKAR**

पिता का नाम / Father's Name  
**BIJAY KARMAKAR**

जन्म की तिथि /  
Date of Birth  
**01/01/1984**

हस्ताक्षर / Signature

Fold



In case this card is lost / found, kindly inform / return to :  
Income Tax PAN Services Unit, UTTISL  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सूचित करें/सीटाएं :  
आयकर पैन सेवा यूनिट, UTTISL  
प्लॉट नं. 3, सेक्टर 11, सी.बी.डी.बेलपुर,  
नवी मुंबई-400 614.

*Manotosh Karmakar*