



पश्चिम बंगाल WEST BENGAL

78AB 752642

This Agreement is being electronically executed between the lessor and lessee as specified in the agreement. This stamp paper bearing Stamp Serial number **78AB 752642** forms an integral part of the following agreement having document ID **#OPN-AGR-00000001**

LEAVE AND LICENSE AGREEMENT

- | | |
|-------------------------------|--|
| 1. Property Address: | <u>New Town Action Area III, Kolkata -</u>
<u>700135</u> |
| 2. Property structure | <u>3 BHK</u> |
| 3. Property type | <u>Flat</u> |
| 4. Monthly Rent: | <u>22564.00</u> |
| 5. Starting Date: | <u>2023-06-01</u> |
| 6. Period of Rent: | <u>11 Months</u> |
| 7. Maintenance Charges: | <u>2541.00</u> |
| 8. Security Deposit: | <u>56000.00</u> |
| 9. Electricity/Water charges: | <u>As per Meters payable as per the billing</u>
<u>cycle to be paid by Lessee before due</u>
<u>dates.</u> |

The Leave and License agreement dated **2023-06-01** is executed at Kolkata between The Lessor i.e., **Mr/Ms/Mrs Ananda Chakraborty S/o/D/o/W/o Ajoy Chakraborty** having Aadhar Number **497955942160** , PAN Number **ARNPC1391A** , resident of **345B/1 Balaka Lane New Barrackpur Kolkata 700131** Hereinafter referred as **Lessor/Owner**

AND (Add Parties here)

- a) **Mr/Ms/Mrs Upal Chatterjee S/o/D/o/W/o Kaustav Chatterjee** having Aadhar number **987463214456**, PAN number **apukl9874k**, **Student ID Serv987**, Permanent resident of **V9RJ+JPQ, Dharampur jhill par, Chinsurah R S, Chinsurah, West Bengal 712101** (address as per aadhar card) . guardian name **Mr/Ms/Mrs Kaustav Chatterjee Kaustav Chatterjee** having Aadhar number **963287459654**, PAN number **kutsv9635a**, **Employee ID** guardserv8745, Permanent resident of **Hooghly** (address as per aadhar card) . on the Stamp Paper bearing Serial number as mentioned on the top left corner of the page.

- b) More Parties Are Mentioned in **Annexure A**.

Hereinafter referred as **Lessee/Tenant**.

FOR THE PURPOSE OF THIS AGREEMENT, IF THE LESSEE ARE MORE THAN ONE AND THEY ARE NOT RELATED TO EACH OTHER LIKE

STUDENTS/ OFFICE COLLEAGUES / UNMARRIED-COUPLE / LIVE-IN COUPLE WILL SPECIFICALLY AGREE TO CLAUSE 22 AND CLAUSE 23 i.e., RENEWAL OF THE AGREEMENT AND DISPUTE AMONG LESSEE.

FOR THE PURPOSE OF THIS AGREEMENT, IF THE LESSEE IS A MINOR i.e., BELOW 18 YEARS, SHALL BE MANDATORILY REPRESENTED THROUGH ITS LEGAL GUARDIAN/PARENT WITH ALL THE DETAILS OF THE REPRESENTATIVE(S).

Parties have executed this leave and license agreement at Kolkata on the Stamp Paper bearing Serial number **78AB 752642** as mentioned on the top left corner of the page on **10th** day of **November 2022**

Whereas the Lessor(s) are the absolute Owner and in possession of the Apartment/Flat/Premises/Property address at **New Town Action Area III, Kolkata - 700135** , Pin Code **700131** in the State of **West Bengal** hereinafter referred as the “demised premise”/ “Leased Premise”.

Whereas on the request of the Lessee, the Lessor(s) have agreed to let out the said demised premises to the LESSEE, and the LESSEE has agreed to take it on rent w.e.f. **2023-06-01** for its Bonafede residential use. Whereas the LESSOR(S) have represented that the said demised premises is free from all encumbrances and the LESSOR(S) have a clean and unrestricted right to the said demised premises. Whereas the Lessor(s) and Lessee both represented that they are legally competent to enter into this Lease Agreement on the terms conditions contained herein for his/her residential purpose purely as a LICENSEE for a period of **11 months** starting from **2023-06-01** subject to the terms and conditions contained here in below.

The expression Lessor(s) and Lessee shall mean and include their respective heirs, successors, representatives, and assignees.

1. SCOPE & PURPOSE:

- a. The Lessor does hereby grant and deliver by way of Lease to the Lessee and the Lessee takes on Lease from the Lessor, the **demised premise**.
- b. The Lessee shall use the Leased Premises for residential purpose only for himself/herself, bonafede guests, family members and domestic servants and for no other purpose.
- c. The Lessor shall provide to the Lessee the benefit of all fittings and furniture as specified in the **Annexure 1**, amenities and conveniences installed in respect of, or in addition to the Leased Premises.
- d. The Lessee and his/her visitors have the right to use the doorways, entrance halls, staircases, elevators, landings, lobbies and passages in the building, and the compound of the building leading to the Leased Premises, for ingress thereto and egress therefrom.

2. PERIOD:

- a. The Lessor hereby agrees to grant to the Lessee on Lease basis, temporary residential use and occupation of the Leased Premises for a term of **11** months with effect from **2023-06-01** ("Lease Commencement Date") to **2024-05-01** (the "Tenure") unless terminated earlier by either Party as set out in this Agreement.
- b. This agreement can be terminated by either party by giving a written notice of **9** months in advance without assigning any reason (hereinafter referred to as the 'Notice Period').
- c. Lock-in period of this agreement is **10** Months.

3. LEASE/RENT:

- a. **RENT:** The rent payable by the **LESSEE** for the scheduled premises shall be a sum of Rs. **22564.00** (Rupees **twenty two thousand five hundred and sixty four only** only) excluding maintenance per month to be payable to the Lessor in advance on or before **7th** of every month for permission to use and occupy the Leased Premises for that month.
- b. The Lease Agreement can be extended after its expiry by mutual agreement. The Lease Fee will be increased by **3%** over the previous year's Lease Fee by mutual agreement. The renewed Lease Agreement shall be signed by both the parties for such a

renewed term.

4. SECURITY DEPOSIT:

- a. The Lessee shall keep with the Lessor a sum of **Rs. 56000.00 (fifty six thousand only as detailed in Annexure 1)** as interest free refundable deposit during the period he/she continues to occupy the Leased Premises, for the use of the Leased Premises and amenities therein and for the due observance and performance of the terms and conditions of this agreement.
- b. The security deposit will be returned once the Lessor is satisfied that the Leased Premises has been returned in the same condition that it was in when the Lessee was given possession of the Leased Premises. If any damages are incurred, or any outgoings, Lease Fee and charges towards utilities consumed in respect of the Leased Premises such as gas charge, electricity charge, telephone charge, internet connection charge, cable network consumed in the Leased Premises is outstanding and/or unpaid on the part of the Lessee, the same shall be adjusted by the Lessor against the Security Deposit on termination or expiry of this Agreement, whichever is earlier.
- c. **Termination of this agreement** any time before the completion of lock-in period by the lessee for any reason shall cause forfeiture of complete security deposit, i.e., lessee understands and accepts that they will not be eligible to receive their security deposit if they terminate this agreement for any reason before **10** months which is the lockin period.

5. PARKING: *(valid only If applicable)*

- a. The Lessor is also the owner of **Parking98** covered parking space(s) in the building basement which is a part of the Leased Premises.

6. MAINTAINENCE:

- a. The **LESSEE** has agreed to pay all the maintenance charges, including any sinking fund, to the apartment association towards monthly maintenance of the common area, lift, etc. which shall be equal to existing amount claimed by the apartment association.
- b. It can be paid as part of the rent or directly to the association as mutually agreed among parties.

7. TAXES, DEPOSITS & ASSESSMENT CHARGES:

- a. The LESSOR shall pay all taxes, assessment charges and other outgoings whatsoever of every description including Corporation charges which, under the statute are primarily leviable unto the LESSOR and shall keep the premises free from all encumbrances.

8. MOVING-IN & MOVING-OUT CHARGES:

- a. The LESSEE has agreed to bear the society Moving-in and Moving-out charges as fixed by the Apartment Association paid directly to the Apartment association as applicable.

9. RIGHTS & OBLIGATIONS OF THE LESSEE:

a. OUTGOING:

- i. In addition to the Lease Fee, the Lessee shall be liable to bear and pay every month all outgoings and charges on actuals, towards utilities consumed in respect of the Leased Premises such as gas charges, electricity charges, water charges, telephone, internet, cable charges.

b. DAMAGE:

- i. The Lessee shall not carry on any illegal or unlawful activities or cause any nuisance or annoyance or disturbance to the occupants of the building and neighbourhood, and not store any combustible, inflammable, explosive or hazardous materials or any other dangerous things that may imperil the safety of the building or its occupants in the Leased Premises.
- ii. The Lessee shall use the Leased Premises and all the amenities therein with due care and diligence.
- iii. The Lessee shall not cause any damage to the Leased Premises (reasonable wear and tear accepted) or the surroundings therein and in such an eventuality, repair the same to the satisfaction of the Lessor.
- iv. The Lessee shall keep and maintain the Leased Premises and fixtures (detailed in Annexure 2) provided in good order and condition and upon the termination or sooner determination of the agreement, the Lessee shall leave the same in as good a condition as they were in on the date hereof (reasonable wear and tear accepted).
- v. If any damages to the Leased Premises caused by the Lessee's use are noticed, the Lessee shall be responsible for

the repair of the same or the cost of repairing the damages, if any, shall be paid by the Lessee.

c. REPAIRS AND ALTERATIONS:

- i. The Lessee cannot make any alterations or additions to the Leased Premises of any nature whatsoever, structural or otherwise.
- ii. The Lessee shall undertake and carry out at his/her own costs during the Tenure, all internal (non-structural) repairs to the Leased Premises and repairs and replacements of fixtures, fittings and incidental thereto. Structural and major repairs would be carried out at the earliest by the Lessor at the Lessor's cost.
- iii. The Lessee has satisfied himself/herself that all the furnishings, fixtures and water, sanitary and electrical installations and fittings, are in good working order and no mirrors and glass panes are broken or missing.

d. SOCIETY BY LAWS:

- i. The Lessee agrees to duly observe and perform, abide by, and/or otherwise comply with all the enactments, rules, regulations and notifications issued by the government or any other applicable authority, in so far as and to the extent any such by-laws, enactment, Rules, Regulations that are required to be observed and performed by the Lessor as the owner of the Leased Premises and the Lessee as the occupant of the Leased Premises.
- ii. The Lessee shall not sublet, assign or otherwise part with the possession of the Leased Premises or any part thereof to anyone else.

10. RIGHTS AND OBLIGATIONS OF THE LESSOR:

- a. The Lessor shall be allowed to enter and inspect the Leased Premises giving prior notice.
- b. The Lessee shall permit the Lessor or his/her duly authorized agents etc. upon reasonable prior notice to enter the Leased Premises for the purpose of inspection and/or to carry out any structural or major repairs as and when necessary at a mutually agreed time.
- c. The Lessor shall also be solely liable to return the interest free

Security Deposit to the Lessee on the expiry or sooner determination of the Lease according to the terms of this Agreement, whichever is earlier.

- d. The Lessor shall ensure that the Lessee enjoys quiet and peaceful possession of the Leased Premises during the Tenure without disturbance in any manner whatsoever from the Lessor or any others representing the Lessor.
- e. The Lessor shall ensure that the Leased Premises remain in good and habitable condition throughout the Tenure.
- f. The Lessor hereby warrants that there are no lawsuits, actions or proceedings filed or pending in any court of law or before any judicial or quasi-judicial bodies/authorities which would affect the Leased Premises and/or which would affect the Lease granted herein.
- g. The Lessor shall pay all property taxes and all other duties, cess, impositions etc, levied by the municipal authorities, society charges, non-occupancy charges and other similar government outgoings up-to the Lease Commencement Date and during the Tenure, within the prescribed time frame so as to not jeopardise the rights and interest of the Lessee conferred under this Agreement.
- h. The Lessor represents to the Lessee that the Leased Premises is free from any encumbrance, charge, lien or third party claim except for this Lease granted to the Lessee. The Lessor has not granted any lease or tenancy or created any interest in any favour of any third party with regard to the Leased Premises.
- i. In the event of the Lessee is lawfully dispossessed from the Leased Premises for any reason whatsoever, the Lessor shall return the Security Deposit without raising any objection whatsoever, on the date of dispossession of the Lessee and Lessee's right, and Clause 4 would continue to apply in such cases.

11. INDEMNITY:

- a. The Lessee agrees to indemnify and keep indemnified the Lessor against all costs (including the costs of defending) any action, proceeding, lawsuit, etc. by virtue of any act or omission of the Lessee or persons claiming under him, in breach of any provisions of this agreement.

12. REPRESENTATION BY THE LESSOR:

- a. The Lessor states that he/she is the owner in exclusive possession of and otherwise entitled to the Leased Premises.

13. CONSEQUENCES OF BREACH:

- a. In case of any failure of payment of the Lease Fee (or failure without any specific reason) by the Lessee by the **7th** of every month Lessor shall issue a notice to the Lessee to remedy the defect within the time specified in the notice.

14. RESTRICTION ON LIABILITY:

- a. The Lessor shall not be responsible or liable for any theft, loss, damage, or destruction of any property belonging to the Lessee or the said nominated person lying in the Leased Premises nor for any bodily injury to any of the occupants of the Leased Premises from any cause whatsoever, including, but not limited to, any loss, damage, harm or injury, caused by fire, theft, rain, provided that the provisions of this clause shall not apply in the case of wilful negligence of the Lessor.

15. SOCIETY/GOVERNMENT:

- a. The Lessee shall follow the rules and regulations that may be prescribed by the authorities in matters of consumption of electricity and water and other rules and regulations prescribed by the Government or any other authorities.
- b. The Lessee shall abide by all the rules, regulations and by-laws of the Society/Association (as the case may be).

16. ARBITRATION:

- a. If any dispute arises amongst the parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding a question, including the questions as to whether the termination of this Agreement has been legitimate, the Parties shall endeavour to settle such a dispute amicably.
- b. In the case of failure by the parties to resolve the dispute in the manner set out above within 30 days from the date when the dispute arose, the dispute shall be referred to arbitration of a sole arbitrator to be mutually appointed by the parties or in case of disagreement, by the court in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The place of the court

of arbitration shall be **KOLKATA, WEST BENGAL**. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 and shall be in the English language. The arbitrator/arbitral panel shall also decide on the costs of the arbitration proceedings.

- c. The arbitrator's/arbitral panel's award shall be substantiated in writing and the Parties shall submit to the arbitrator's/arbitral panel's award which shall be enforceable in the court of law in **KOLKATA, WEST BENGAL**.
- d. The provisions of this Clause shall survive termination of this Agreement.

17. JURISDICTION:

- a. The agreement shall be subject to the jurisdiction of the courts at **KOLKATA, WEST BENGAL** only.

18. AGREEMENT:

- a. This agreement shall be executed in duplicate and the original shall be retained by the Lessor and duplicate by the Lessee.

19. DELIVERY OF NOTICES:

- a. Any notice required or permitted to be given by either party to this agreement to the other party shall be deemed to have been validly given if it has been personally delivered or dispatched through Registered Post or Email, under acknowledgement.

20. DOCUMENTATION:

- a. The documentation charges are to be borne by both, the Lessor and the Lessee.
- b. Registration and Stamp duty charges, if any, shall be borne by both, the Lessor and the Lessee.

21. HANDOVER AT END OF CONTRACT:

- a. Upon the expiry/termination of this agreement, the Lessee shall hand over quiet, peaceful and vacant possession of the Leased Premises in good condition to the Lessor.
- b. The Lessor shall on expiry or termination of this Agreement and on the Lessee handing over vacant possession of the Leased Premises, permit the Lessee to remove all furniture and appliances owned by the Lessee.

22. RENEWAL OF LEASE AGREEMENT:

- a. At the end of the term i.e., after **11** months, this agreement stands terminated and parties can renew the agreement by signing a new agreement on mutually agreed terms. This agreement should be referred in the new agreement for the purpose of Security Deposit and other property related details.
- b. In a scenario wherein multiple and mutually unrelated lessee (Not family members) i.e., office colleagues, students etc. are party to this agreement and if any or more among them leaves the premise and move out of this agreement as lessee; this agreement shall be terminated and remaining parties will sign a fresh agreement on mutually agreed terms. If this termination happens before lock-in period and parties are not renewing this agreement security deposit will be forfeited as agreed above in the agreement.
- c. It is the sole responsibility of the lessee (any and all the parties to the agreement) to inform the lessor about the exit of one or more mutually unrelated lessee. If not informed; any and all liability of the exiting lessee shall be solely borne by the remaining lessee in the agreement.

23. DISPUTE AMONG UNRELATED LESSEE

- a. If any dispute arises amongst the UNRELATED LESSEE hereto during the subsistence of this Agreement in connection to their mutual differences or disagreements the Parties shall endeavour to settle such a dispute amicably.
- b. If the dispute can't be settled mutually, it will be the sole responsibility of the lessee(s) to file complaint at the appropriate forum like police station.
- c. Under any circumstances Lessor shall not be a part/party of this kind of dispute and it will not intervene in the dispute.
- d. If any police complaint is file by any of the Lessee on its co-resident lessee; this agreement stands terminated with immediate effect and lessor shall not be responsible for anything happens at the demised property. In this circumstance; lessor can give an immediate eviction notice to all the lessee at its sole discretion anytime.
- e. If the above scenario occurs within the lock-in period; the eviction notice will lead to complete forfeiture of the security deposit.

24. FORCE MAJEURE:

- a. If the performance of either party, or any of its obligations under this agreement is prevented, restricted, delayed or interfered with, by reason of any one or more of the following events namely fire, explosion, accident, natural calamities, epidemics, terrorist attacks, act(s) of sabotage, war (whether declared or not), civil commotion, riots, military coup, or other violence, any change in law or regulation or any other action of any government, or any other act or condition whatsoever beyond the reasonable control of the party (each such event to be called a "Force Majeure" event), then the party shall be excused from such performance to the extent of such prevention, restriction, delay or interference; provided, however, that the party gives prompt notice of the Force Majeure event and provides a description to the other Party of such Force Majeure event in such notice, including a description, in reasonable detail, of the occurrence and cause of the Force Majeure event; and provided further that the party may, though not obligated, use reasonable efforts, (not involving substantial costs), to avoid or remove or correct such Force Majeure event(s) and shall continue performance hereunder whenever such Force Majeure event(s) is/are removed.

The Lessor and Lessee have hereunto agreed to the agreement through digital signature

Digitally Signed, and agreed by:

Lessor

Lessee

Signature on behalf of **Upal Chatterjee**

Guardian: **Kaustav Chatterjee**

Mob : **9654784520**

Annexure 1

The LESSEE has agreed to pay the monthly rent to be paid in full, by direct wire transfer to the LESSOR bank account.

SECURITY DEPOSIT:

The LESSEE has paid the security deposit amount of **Rs. 56000.00 (fifty six thousand only)** by the way of direct wire transfer from LESSEE bank account to LESSOR bank account.

Annexure 2

The Leased Premises has the following fittings and furnishings:

Item	Count
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Annexure A
Additional Member List:

SL#	Description	Son/Daughter/Wife of Name	Aadhar No.	PAN No.	Relationship

KYC
Aadhar Card



PAN Card



ID

