

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

33AB 855695

AGREEMENT FOR LEAVE AND LICENSE

This Agreement for Leave and License is made on this the 15<sup>th</sup> Day of June, 2019.

BETWEEN

Mr. Shiv Shankar Pandey, (PAN : \_\_\_\_\_), s/o. of Late Amar Nath Pandey, by faith- Hindu, by occupation – Business, residing at 134, Cotton Street, Kolkata-700007, hereinafter called and referred to as the **Owner / Licensor** (which expression shall unless excluded by or repugnant to the subject or context shall always mean and be deemed to include its heirs, executors, administrator representatives, successors and assigns) of the One Part.

Shiv Shankar Pandey

Saurabh Khuntia

11607

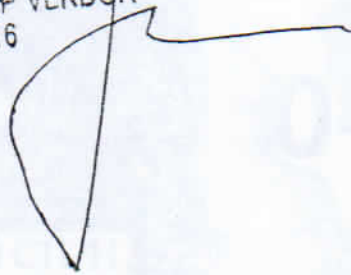
13 MAY 2019

**B. C. LAHIRI**  
Advocate

SOLD TO.....  
OF.....

ALIPUR JUDGE'S COURT  
KOLKATA - 27

RS.....  
JAYDEEP CHATTERJEE  
16, INDIA EXCHANGE PLACE, KOL-1  
LICENSED STAMP VENDOR  
NO. 351RS2016



AND

Pankaj Khandelwal, (PAN AFZPK5573J), s/o. Chandu Khandelwal, by faith- Hindu, by occupation- Business, residing at Flat no.2067, Silveroak Estate, Bablatala More, Kali Park, Rajarhat Road, Kolkata- 700136, hereinafter called and referred to as the **Licensee** (which expression shall unless excluded by or repugnant to the context be deemed to mean and included his respective heirs, executors, administrators, representatives and assigns) of the Other Part.

Whereas the Licensor is the lawful Owner of the premises admeasuring 100 Sq. ft. at 2<sup>nd</sup> Floor, 134, Cotton Street, Kolkata- 700007, as details mentioned in the below Schedule to this Agreement hereinafter referred to as the office space, free from all encumbrances and liabilities whatsoever.

AND WHEREAS the Licensee has approached and requested the Licensor to license the office space for official purpose by the Licensee and **his employees only** and the Licensor has agreed thereto for a temporary period for the licensee fee and on the terms and conditions hereinafter contained.

AND WHEREAS both the parties have mutually agreed upon the terms and conditions, for a temporary period herein reserved and performed by the Licensor, the Licensor agrees to grant License and the Licensee agrees to take on leave and License basis the premises mentioned herein, subject to the terms and conditions provided hereinafter:

Now it is agreed by and between the parties hereto as follows:

1. The period of leave and license will be temporarily for 11 (eleven) months commencing from 15<sup>th</sup> June, 2019 and will be terminated / expired on 14<sup>th</sup> May, 2020 and after termination of the license period the Licensor, if satisfied, then only, the Licensor will renew the tenure of leave and license for the below schedule-mentioned property.

2. That during the terms of this license the Licensee shall pay a sum of Rs. 25,000 /- (Rupees Twenty Five Thousand only) per Month as License Fee according to English Calendar Month within 10th day of each month in advance, either in cash or by account payee cheque drawn on any nationalized / Private Sector bank in India. The rent shall be increased by 5% on prevailing rent at the time of renewal upon completion of every eleven months from the date of this Leave and License.

3. In the event of failure of payment of License fee by the Licensee to the Licensor for a consecutive period of three (3) months, this Agreement will stand cancelled and Licensee shall immediately hand over vacant possession of the licensed area to the Licensor.

4. That the Licensee shall use the said Premise exclusively for official purpose. The Licensee shall not transfer the said property by way of any means. The Licensee shall NOT BE ENTITLED to mortgage assign, transfer, sublet the Flat or any part of the Flat and shall not be entitled to allow any person or any concern to use this said Premise in any other manner.

5. The Licensee shall NOT PART with possession either in whole or in part of the said flat to anyone else other than the Licensor.

Shri Shankar Pandey

Pankaj Khandelwal

6. Either party shall give notice either for termination of this Agreement and/or for surrendering the vacant peaceful possession of the said Premise as the case may be, Two month before the stipulated of 11 Months as mentioned above.
7. That the matter of extension of license period entirely depends upon the pleasure/decision of the Licensor.
8. The Licensee is liable to pay the Electricity Charges to be consumed by the Licensee in connection of the said Flat.
9. The licensee shall not be allowed in any event and/ or to make any addition or alteration in the said Flat.
10. That all the Sanitary, Electrical fittings, Furniture & fixtures in the premises shall be restored in original condition by the Licensee to the Licensor at the time of handing over the possession subject to natural wear and tear.
11. That the Licensee shall not be entitled to live at the said property.
12. Licensor shall have right to inspect the licensed property time to time. The licensee will not cause any obstruction to the Licensor or his agents or representatives for inspection in the licensed portion.
13. Water and sewerage is available for twenty four hours, subject to any unforeseen and unavoidable circumstances.
14. That the Licensee will not do or be permitted to do anything which will cause any disturbance, nuisance or annoyance or any sound pollution or any illegal work or activities in the office space which caused damage to the other portion of the premise including neighbors of the said Premise.
15. That the Licensee shall not store nor keep any illegal goods including inflammable or combustible goods in the said flat. The Licensee shall be entitled to use Gas for cooking purpose only.
16. That the Licensee will not use the premises for any immoral or illegal purpose.
17. If any illegal act or thing is done by the Licensee, he / she will be responsible for the same, and authority concern shall punish for the same, the owner will not responsible for the same.
18. Any notice required to be served upon the Licensee shall be sufficiently served to if it is delivered to the occupant of the premises by Registered Post or Speed Post and acknowledgement obtained.
19. This Agreement shall be signed in duplicate and each party shall hold one original.

Shir Shankar Purohit

Sau. Raj. Khendekar

SCHEDULE

ALL THAT piece or parcel of an Office space admeasuring 100 Sq. Ft. at 2<sup>nd</sup> Floor, 134, Cotton Street, Cotton Street, P.S.- Burra Bazar, Kolkata-700007.

IN WITNESS WHERE OF The parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED  
By the parties at Rajarhat, Newtown Kolkata

1. *Shishankar Pandey*

(Signature of the Licensor)

2. *Sanjay Khuntia*

(Signature of the Licensee)

In presence of Witness

1.

2.

MEMO OF CONSIDERATION

Bank name	Cheque no.	Amount	Date

*Souley Khumbelad*