



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

46AB 773102

**AGREEMENT OF LEAVE LICENSE**

**THIS DEED OF LEAVE AND LICENSE** is made on this day of 10<sup>th</sup> July, 2020 **BETWEEN SMT. RINA ROY** wife of Late Sanjoy Roy, by faith Hindu, by occupation: Household duties, residing at 62/D/2, J.N. Mukherjee Road, Ghusuri, Howrah-711107, hereinafter referred to as the LICENSOR (which term and expression shall unless excluded by or repugnant to excluded by or repugnant to the context be deemed to mean and include her heirs, executors, successors in interest, administrators, legal representative and assigns) of the FIRST PART.

**AND**

**Jayaprakash Panda** son of Prafulla Kumar Panda by faith Hindu, by occupation: Business, residing at No.334, Prestige casabela Chikka Thogur village Basapura main road, Near to Hosa Road, Bangalore, Pin-560100, hereinafter called/referred to as the LICENSEE (which term and expression shall unless excluded by or repugnant to excluded by or repugnant to the context be deemed to mean and included his heirs, executors, successors-in-interest, administrators, legal representatives and assigns) of the SECOND PART.

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WHEREAS the LICENSOR is the owner of a office room on the 1<sup>st</sup> floor in the compound of Hanuman Rolling Mill comprised within Howrah Municipal Corporation premises No.62/D/2, J.N. Mukherjee Road, P.O.-Ghusuri, P.S.- Malipanchghora, Dist: Howrah, Howrah Municipal Corporation Ward No.-1 which lying vacant and under occupation of the LICENSOR.

ANDWHEREAS the LICENSEE, presently is in need of some space for his business purpose and knowing well that the said office room is lying vacant and kept custody of the LICENSOR at her own and out of the relationship, the LICENSEE approached the LICENSOR to grant license in his favour for using the same for his business purpose and the LICENSOR considering the relationship as well as the neediness of the LICENSEE agreed to grant License to use the said office room which is more fully and Particularly described in the schedule hereunder written purely on temporary basis for a period of 11 (Eleven) months which may be extended twice for further same period depending upon the relationship between the parties at the full discretion of the licensor.

AND WHEREAS the LICENSOR having been persistently requested by the LICENSEE agreed to grant LEAVE AND LICENSE for a period of 11 (Eleven) months.

MAXIMUM EXTEND TO A SIMILAR TENURE twice on the following terms and condition:-

1. THE LICENSOR grants LIVE AND LICENSE to the LICENSEE in connection on with the said Office room situated at Howrah Municipal Corporation Premises No. 62/D/2. J.N. Mukherjee Road, P.O. Ghusuri, P.S. Malipanchghora, Dist: Howrah, Howrah Municipal Corporation, Ward No.-1.
2. The License is granted for a period of 11 (Eleven) months only commencing from 10/07/2020 to 09/06/2021 unless otherwise revised by the LICENSOR.



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3. The LICENSEE on demand of the Licensor, herein hereby paid a sum of Rs.50,000/- (Rupees Fifty Thousand) only as interest free security deposit which will be refunded in full at the time of having over peaceful and vacant possession of the said office room to the LICENSOR by the LICENSEE after deducting due electricity bill, if any and maintenance charges, due License fees and demurrage save and except normal wear and tear, if any.
4. The LICENSEE shall have no exclusive possession and control over the said office room in respect of which the license is granted and the LICENSOR shall have free access to the said office room in question whenever she shall desire.
5. This Licence is granted in favour of the LICENSEE solely for the purpose of his business only on purely temporary basis in the said office room under LEAVE AND LICENSE by the LICENSOR.
6. The LICENSEE shall not transfer full and/or part with the portion of the said office room under LEAVE AND LICENSE to any third party and the LICENSEE shall not cause any damage, addition or alteration of the said office room and if it is done by the LICENSEE during the stay in the said accommodation, he has to pay the reasonable demurrage to the LICENSOR.
7. The LICENSEE and his men and/or agent shall not use the said office room under LEAVE AND LICENCE for any illegal purpose during the license period as aforesaid.
8. The LICENSEE undertakes to vacate and deliver the peaceful possession of the said office room under LEAVE AND LICENSE to the LICENSOR with the expiry of the period of LEAVE AND LICENSE as aforesaid it is mentioned herewith that the said License may absolute right and discretion of her own, but if the same is extended this license agreement will absolutely be ceased and void and a further fresh LEAVE AND LICENSE agreement should be executed by and between the parties here



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to with provisional terms and conditions as will be settled by the parties on execution of further and/or fresh LEAVE AND LICENSE agreement. Be it mentioned herewith that under no circumstances this agreement will come under purview of premises tenancy Act 1997.

The LICENSEE shall not use any other part or portion of the building of the Howrah Municipal Corporation Premises No. 62/D/2, J.N. Mukherjee Road, P.O. Ghusuri, P.S. Malipanchghora, Dist: Howrah save and except those are needed and as common in normal situation.

9. The LICENSEE shall pay Rs.7,000/- (Seven Thousand) only per month as license fees excluding electric and telephone charges and also demurrage cost, if any as mentioned in clause No.3.
10. In case of default for payment of License fee for consecutive three months, the LICENSEE is liable to quit and vacant the said office room under LEAVE AND LICENSE automatically without showing excuse and this LEAVE AND LICENSE will be terminated automatically in that event the deposited amount will be returned after adjustment due electricity, and maintenance charge, due license fees and demurrage cost save and except normal wear and tear if any.
11. That on the expiry of 11 (Eleven) months, the Licensee shall hand over peacefully vacant possession of the said office room to the Licensor.
12. That the Licensee shall use and occupy the said office room exclusive for his business purpose and shall never share this accommodation in full or any portion thereof with anybody under any circumstances.
13. The LICENSEE shall not commit any nuisance or annoyance to the Licensor or to the other occupiers of the said premises.

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**SCHEDULE**

ALL THAT PIECE AND PARCEL OF An Office room on 1<sup>st</sup> Floor measuring about 40 Sq. Ft. be the same a little more or less comprised within Howrah Municipal Corporation premises No. 62/D/2, J.N. Mukherjee Road, P.O. Ghusuri, P.S. Malipanchghora, Dist: Howrah, Howrah Municipal Corporation, Ward No.1 within the Jurisdiction of the office of the District and additional District Sub-Registrar, Howrah which is butted and bounded in the manner as follows:-

On the North : Hanuman Rolling Mill.

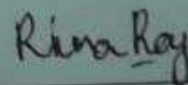
On the South : Godown of Sanjay Roy.

On the East : Hanuman Rolling Mill.

On the West : Entrance and Exits.

IN WITNESS WHEREOF the parties herein put their respective hands and seals on the day, month and year first above written in the presence of the followings:-

**WITNESSES**



\_\_\_\_\_  
Signature of the Licensor/1<sup>st</sup> Party



\_\_\_\_\_  
Signature of the Licensor/2<sup>nd</sup> Party

Identified by me and signed in my presence.

**Advocate**