

পশ্চিমবঙ্গ पश्चिम बंगाल. WEST BENGAL

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AGREMENT FOR LEAVE & LICENSE

THIS AGREEMENT FOR LEAVE & LICENSE is made on this 13th day of June, 2019 (Two Thousand Nineteen) BETWEEN:

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P. K. NATH (Advocate) Alipore Judgo's Coun Kol-27 12 9 MAY 2019 201 ADDRESS... NAME

SRI JAYDEV DAS, son of Sri Nripendra Nath Das, by faith: Hindu, by nationality: Indian, by occupation: business, residing at 1/30, Netai Nagar Residential Para, Post Office: Mukundapur, Police Station: Purba Jadavpur, Kolkata: 700099, District: 24 Parganas (South), hereinafter called and referred to as "the LICENSOR" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

SRI ANSHUMAN JAISWAL, having PAN No.ACPPJ2070C & AADHAR No.:3754 1555 7424, son of Prabhat Kumar Jaswal, by faith: Hindu, by nationality: Indian, by occupation: business, residing at 220/24 G.T. Road, (North), Post Office: Malipunchalian, Police Station: Malipunchalian, District: Howrah, Pin Code: 711107, hereinafter called and referred to as "the LICENSEE" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

<u>WHEREAS</u> the Licensor / One Part is seized and possessed of a land/or otherwise sufficiently entitled of <u>ALL THAT</u> piece and parcel of a Shop Room measuring more or less 100 (One Hundred) only square feet super built up area at the North-Eastern Side of the Ground Floor

of the Building, being Shop No.1, situate and lying at 1/30, Netai Nagar Residential Para, Post Office: Mukundapur, Police Station: Purba Jadavpur, Kolkata: 700099, within the limits of the Kolkata Municipal Corporation, under Ward No. 109, District: 24 Parganas (South), morefully described in the **SCHEDULE** hereunder written and hereinafter be mentioned as "the **SAID SHOP ROOM**".

AND WHEREAS the Licensee / Other Part, being the urgent need of a place for his business, has expressed his intention to take the SAID SHOP ROOM for a temporary period of 33 (Thirty Three) months on leave and license basis for his Business purpose at a monthly license fee of Rs.7,000 (Rupees Seven Thousand) only per month payable according to the English calendar month within 7th. Day in advance and the Licensor / One part has accepted the said proposal.

AND WHEREAS the Licensor herein, has duly approved the proposal of the Licensee herein and agreed to allow the Licensee for the purpose of use and occupy his aforesaid **SHOP ROOM** for a temporary period of 33 (Thirty Three) months only for his works period for the Licensor with a interest free refundable Security Deposit of Rs.30,000/-(Rupees Thirty Thousand) only at the time of execution of this Leave and License agreement.

AND WHEREAS to avoid any differences and controversies that may arise in future, the said terms and conditions are recorded hereunder.

NOW THIS DEED OF LICENSE WITNESSETH AND THE PARTIES

HERETO AGREED ON THE FOLLOWING TERMS AND

CONDITIONS:-

- 1. That the Licensee has agreed to pay a sum of Rs.7,000 (Rupees Seven Thousand) only per month towards Licensee fee in accordance with the English Calendar month within 7th day of each month for the said period in respect of the said SHOP ROOM excluding electric charges to the Licensor.
- 2. That the Licensee has also agreed to pay as deposit of a sum of Rs.30,000/- (Rupees Thirty Thousand) only to the Licensor on the date of execution of this Agreement by way of interest free security deposit and amount will be refunded by the Licensor to the Licensee at the time of handing over the peaceful vacant khas possession of the SAID SHOP ROOM.
- 3. That the Licensee will vacate the **SAID SHOP ROOM** with the expiry of the said stipulated period of 33 (Thirty Three) months and will hand over the vacant and peaceful khas possession of the same to the Licensor.
- 4. That this writing shall never be construed as any Tenancy Agreement of lease nor otherwise creating any other right or interest in the said Shop Room in favour of the Licensee which is not at all intention of the Parties but on the contrary merely a

temporary agreement or arrangement simply to allow the Licensee to use and occupy the **SAID SHOP ROOM** for his commercial purpose under the control and supervision of the Licensor.

- 5. That the **SAID SHOP ROOM** will be used exclusively by the Licensee for the Commercial purpose.
- **6.** That the Licensee shall not make or permit to be made any structural alternation in or addition and/or renovation to the said **SAID SHOP ROOM** or erect or place or maintain or permitted to be erected, placed or maintained thereon making any construction whatsoever.
- 7. That the Licensee shall cause all minor repairs including painting, white washing, electrical lines, switch, fittings, fixtures etc. in the said Shop Room at his own costs. The Licensor however will undertake the major repair.
- 8. That the period of license shall commence on an from the 13th day of June, 2019 and it will be come to an end on the 28th day February, 2022. At the end of the said period i.e(33) Therty months the License hereby granted by the Licensor shall automatically stand revoked and terminated as a equal to such revocation/termination as aforesaid, the Licensee shall vacate the SAID SHOP ROOM and handover the vacant khas possession to the Licensor herein.

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- 9. That the Licensee shall not bring or store or allow to be brought or stored in the said Shop Room or any portion thereof any hazardous (inflammable, combustible or explosive) substances to injure or damage the <u>SAID SHOP ROOM</u> or keep any heavy articles on the floor of the said Shop Room.
- 10. That the Licensee shall not act in any manner to cause nuisance or annoyance or disturbances to the peaceful user of the said Shop Room and amenities provided therein to the detrimental of the other Occupiers of the said premises.
- 11. That the Licensee shall not do any of waste and negligence, which may material deteriorations to the condition of the said Shop Room under his occupation.
- 12. That 2 (Two) months notice in writing is required to revoke the license from either of the side.
- 13. That the Licensee shall be at liberty to vacate the said Shop Room but the Licensee shall not be entitled to demand any money from the Licensors. The Licensor shall refund the security deposit money at the time of vacating the SAID SHOP
 ROOM by the Licensee.
- 14. That the Licensee shall at expiration or revocation of the License hereby granted quietly make over vacant and peaceful

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possession of the **SAID SHOP ROOM** to the Licensor in a good condition as the same is now subject nature, wear and tear.

- and in good habitable condition and shall not cause any obstruction on the passage and / or landing common area or staircase, if any.
- 16. That if any damage is caused by the Licensee will be liberty to compensate the damage and / or make good the loss for the said damage by way of payment of adequate amount to the Licensor otherwise shall be compelled to repair the portion damaged by Licensee.
- 17. That the Licensor or his any lawful agent/s will exercise the right of inspection of the **SAID SHOP ROOM** according to his needs by duly notifying the Licensee from the time to time without any objection from Licensee and with his full Cooperation.
- 18. That since the **SAID SHOP ROOM** is being given to the Licensee on purely leave and Licensee basis, the Licensee shall not pledge, mortgage, hypothecate or in any way encumber or diminish the value thereof.

Minary Comments

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- 19. That in case the monthly License fee hereby reserved fails in arrear for any 2 (Two) months or more or in case the Licensee commits breach of any other terms and conditions contained herein, the Licensor shall be entitled to terminate the leave and License forthwith without prejudice to its other rights and remedies in the matter.
 - 20. That the Licensee shall consume the electricity from the existing C.E.S.E. Ltd. Meter in the <u>SAID SHOP ROOM</u> and shall pay the consumption charges as per reading of the Meter. The Licensee cannot take electric meter in his name in the said SHOP ROOM.
 - **21.** That both the parties will be bound to abide by all the terms and conditions stated in this Agreement.

THE SCHEDULE ABOVE REFERRED TO

(Description of the Said Shop Room)

ALL THAT piece and parcel of a Shop Room measuring more or less 100 (One Hundred) only square feet super built up area at the North-Eastern Side of the Ground Floor of the Building, being **Shop No.1**, situate and lying at 1/30, Netai Nagar Residential Para, Post Office: Mukundapur, Police Station: Purba Jadavpur, Kolkata: 700099, within the limits of the Kolkata Municipal Corporation, under Ward No. 109, District: 24 Parganas (South).

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IN WITNESS WHEREOF the Parties hereto have executed these presents on the day, month and year first hereinabove written.

SIGNED SEALED & DELIVERED

by the within named Parties in the presence of:

WITNESSES:

1. Sanjour by Sonkon 1/17 Nebel Nogar

2.

Jay Jeb Jan.

Signature of the LICENSOR

13.6.19.

(Rishi MUKHENTEE) Motestola

Anshuman Taiswel

Signature of the LICENSE 13/06/19.

MEMO OF CONSIDERATION

RECEIVED of and from the within named **LICENSEE** the within mentioned sum of Rs.30,000/- (Rupees Thirty Thousand) only being the interest free security deposit in full towards as per ...

Memo below:-

MEMO

Paid by cash on 13/06/2019

Rs.30,000/-

TOTAL Rs.30,000/-

(RUPEES THIRTY THOUSAND)ONLY

<u>WITNESSES</u>:

1. Sayou & Soulon 1/17 Ne fou Newyor Kol-99

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Signature of the LICENSOR

13.6.19.