

भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY
RUPEES

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL



513854

Leave License Agreement:

This Leave & License agreement is entered into and executed on this the 30th day of October 2019

Between

Mr. RAJEEV KUMAR TIWARI, son of Late Awadesh Tiwari, aged about 35 years by faith Hindu by occupation service residing at 139 (old 112), R N Guha Road, P.O.- Dumdum, P.S.- Dumdum, Kolkata-700028 hereinafter referred as the **LICENSOR** (which expression shall, unless repugnant to or excluded by the Context shall include her/his heirs, administrators, assigns, and representative) of the **FIRST PART** having PAN card no: AFIP1523Q

AND

Mr RAJESH KUMAR RAI, proprietor of M/s R R Property Advisors, son of Bikhari Rai aged about 35 years by faith Hindu by occupation Business residing at 35, R B C Road, Kolkata - 700028; herein after called as **LICENSEE** (which expression shall, unless repugnant to or excluded by the Context shall include her/ heirs, administrators, assigns, and representative) of the **SECOND PART** having PAN card no: AIPPR1995N

R.K. Tiwari

CHITTARANJAN GHOSH
Advocate cum Notary
E WB 235/2005
REGN NO.- 13801
High Court Calcutta

31 OCT 2019

Rajesh K. Rai

WHERE AS Licensor is owner and has possession of the Ground floor flat of 139 (old 112),R N Guha Road, P.O.- Dumdum, P.S.- Dumdum, Kolkata-700028 under South Dum Dum Municipality which is more fully described in the Annexure.

WHERE AS the requirement of the office space for the business purpose of the second part or Licensee, the Licensee has approached the first part or Licensor for 1 (one) rooms, 1(one) box room, 1(one) toilet, situated at ground floor at the three storied building at premises no-139 (old 112),R N Guha Road, P.O.- Dumdum, P.S.- Dumdum, Kolkata-700028 for monthly Leave License basis.

AND WHEREAS upon the request of the second part or Licensee, the first part or Licensor agreed to grant him leave Licensees of the said ground floor flat at the above mentioned premises on monthly License fees basis on the following terms and Conditions:-

1. That the License agreement will be commenced on and from 1st November 2019 and for 11(eleven) months. Leave and License agreement will be terminated on 30thSeptember 2020, however the agreement can be renewed for a further period of 11 (Eleven) months on mutual consent of the parties.
2. That the monthly License fees will be fixed at Rs 7500/- (Rupees Seven thousand five hundred only) and Maintenance fee of Rs 300/- (Rupees Three Hundred), per month payable by Cash/Cheque/Bank Transfer on or before 5th (fifth) day of English Calendar month, in advance in respect of the said ground floor flat to the Licensor by the Licensee against proper receipt.
3. That as sum of Rupees 10000/- (Rupees Ten thousand only) has been deposited to the Licensor or first part by the Licensee or second part as interest free security deposit at the time at execution of this agreement. This security deposit money shall be refunded by the first part to the second part at the time of delivery of vacant and peaceful possession of the said flat after adjustment of all damages and outstanding liabilities, if any, in respect to the said flat subjected to the normal wear and tear. Cost of any damage done by the Licensee will be borne by the Licensee.
4. That the Licensee will use the said Leave and License flat only for office space for the business purpose. \
5. That the Licensee will bear all charges on account of electric Consumption in respect to the said meter and shall pay the same to the C.E.S.C. as per reading in respective meter no- 46097005006.
 - i) That the Licensee will allow the respective representatives of C.E.S.C. to inspect the meter.
 - ii) That the Licensee will allow electrician of the Licensor in case of emergency technical fault (electrical).
 - iii) That the Licensee will use the electric from meter no. 46097005006 installed there in standing in the premises of the licensor under consumer no. -
 - iv) That the Licensee will allow the Licensor to enter and inspect the said flat whenever necessary or emergency purpose.

R.K. Tiwari

CHITTARANJAN GHOSH
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High Court Calcutta

13/1 OCT 2019 Rajesh K. Paul

6. That the Licensor shall pay the Govt. taxes/Municipal Taxes, Water charges, etc. and any other levies in respect of the schedule ground floor flat.
7. The entrance and the exit of the schedule ground floor flat shall remain free from all encumbrances, attachments, mortgage or liens of any kind.
8. That the Licensee will not be allowed to construct and/or make addition or alteration in said flat without prior obtained consent in writing of the Licensor.
9. That the Licensee cannot transfer or assign in manner whatsoever the said flat or the part or portion where off to any other purpose without getting no-objection from the Licensor.
10. That the Licensee will deliver vacant and peaceful possession of the said flat in good order and proper conditions on termination or earlier determination hereof.
11. That the party of the Licensor and Licensee will maintain a cordial relation between them during the tenure of the Leave & License agreement.
12. That the Licensor or Licensee shall also be entitled to terminate this Leave & License agreement before the expiry, by giving 2 months advance written notice to the Licensor or Licensee.
13. That the said Leave & License agreement may further be renewed after expiry or termination if both the party agreed. The party of the Licensor and Licensee shall enter into fresh Leave & License agreement subject to the terms existing and by mutual discussions.

ANNEXURE : Schedule as referred to above:

All that 1 (one) rooms, 1(one) box room, 1(one) toilet, situated at ground floor at the three storied building at premises no-139 (old 112),R N Guha Road, P.O.- Dumdum, P.S.- Dumdum, Kolkata-700028under South Dum Dum Municipality.

In Witness were of both the parties having put their respective hands & signature on the day, month & year first above written, in the presence of:-

Witness

1. Pradip Nayak



R.K. Tiwari
Signature of Licensor



Rajesh K. Pal
Signature of Licensee

CHITTARANJAN GHOSH
Advocate cum Notary
E WB 235/2005
REGN NO.- 13801
High Court Calcutta



Identified by me
Sampa Paul
Advocate
C.M.M. Court, Kolkata

ATTESTED BY ME
C. R. GHOSH
Regn.: 13801
NOTARY
High Court Calcutta

13 OCT 2019