

LEASE DISGUISED AS LICENCE

THIS AGREEMENT made this between Shri RL and Shri KK both partners of hereinafter called the FIRST PARTY of the One part and (P) Ltd., having its Registered office at through its Managing Director Shri SJ hereinafter called the SECOND PARTY of the Other part.

WHEREAS the SECOND PARTY is the owner of a Bungalow No. 4 situated at and more fully detailed at the foot of this deed which along with Mill No. 2 and other properties had been allotted to the share of SECOND PARTY under a decree

AND WHEREAS the FIRST PARTY requested to SECOND PARTY to allow him to use the said Bungalow temporarily for residence-cum-Business purposes the SECOND PARTY having accepted the said request of the FIRST PARTY on agreed to allow the FIRST PARTY to use the said Bungalow as a licence for a period of 2 years commencing from on payment of a sum of Rs..... per month as licence fee and on the terms and conditions mutually agreed to between the parties AND

AND WHEREAS the FIRST PARTY is using the said Bungalow from

AND WHEREAS the parties now desire that the terms and conditions on which the FIRST PARTY has been allowed to use the said Bungalow be reduced to writing.

THEREFORE THIS AGREEMENT WITNESSETH that the FIRST PARTY on the following terms and conditions which have been mutually agreed to between the parties.

1. That the FIRST PARTY shall use the said Bungalow more fully detailed at the foot of this deed only for a period of 2 years commencing from only for purpose of Residence and carrying on their business of selling and repairing Tractors and agriculture implements.
2. That the FIRST PARTY shall pay to the SECOND PARTY a sum of Rs..... per moth as licence fee for the used of the said Bungalow.

3. That the FIRST PARTY has paid to the SECOND PARTY a sum of Rs..... as licence fee for a period of one year i.e. from to in the manner that a sum of Rs..... had been paid on Vide Receipt dated and the balance amount of Rs..... has been paid today at the time of execution of this Agreement under a separate receipt dated shall be paid. The licence fee for the period subsequent to shall be paid the FIRST PARTY every month on or before of each month, the first payment now shall be made by FIRST PARTY on or before and thereafter on or before of each succeeding month tillwhen the licence granted shall expire.
4. That all the repairs, white washing, electric fittings, painting etc. which may be necessary in the said Bungalow shall be done by the FIRST PARTY at his costs. The FIRST PARTY shall also be entitled to make such additional and new constructions at his costs as he may desire in the open space appertaining to the said Bungalow but on account of such constructions or repairs, the FIRST PARTY shall not be entitled the claim that the licence granted on him has become irrevocable . On the expiry of the licence FIRST PARTY shall not be entitled to remove any of the materials which shall be used by him in raising the said constructions . But its is specifically agreed that in case the FIRST PARTY gives up using the said Bungalow on whatever account, before the expiry of 2 years for which this licence is given, then he shall be entitled to remove from the new constructions only such things which could be easily removed without damaging the masonry work in addition to this the FIRST PARTY shall also be entitled to claim and get from the SECOND PARTY the cost of Bricks which might be purchased and used by the FIRST PARTY in making such new additional construction in the open space.
5. That the FIRST PARTY shall also be entitled to construct one Flush Type Latrine in the said Bungalow. A sum of Rs..... shall be contributed by the SECOND PARTY towards the costs of the said latrine and the rest shall be borne by the FIRST PARTY who shall not be entitled to remove any part of this latrine.
6. That the SECOND PARTY shall provide a water pipe connection in the said Bungalow but the cost of excess water, which may be used by the FIRST PARTY, shall be paid by him.
7. That the Municipal Taxes in respect of the Bungalow shall be paid by the SECOND PARTY but any other tax which may thereafter be imposed by any authority on the properties shall be payable by the FIRST PARTY.

8. That the original agreement bearing stamp of Rs..... shall remain with the SECOND PARTY and a Carbon copy of it which is also signed with the SECOND PARTY shall be bound to produce the original before such person or authority as may be required by the FIRST PARTY.

Details of Bungalow :

IN WITNESS WHEREOF the parties have signed this deed in presence of the following witnesses:

Witnesses:

1.....

2.....

Sd/.....

First Party

Sd/.....

Second Party