

LEAVE & LICENSE AGREEMENT

THIS AGREEMENT of 'LEAVE & LICENSE' made this at **Ahmedabad** on ___rd day of ____, **2009** Between _____, Aged : Adult, Hindu by religion, and residing (having his contact Address) at : _____ (hereinafter called the '**LICENSOR**' which expression shall, unless excluded by or repugnant to the context include their heirs, successors, executors, administrators, legal representatives and assignees) of the '**ONE PART**'.

And

_____, Aged : _____ Years, Occupation : Business, Hindu by religion, and having his contact Address at : _____ (hereinafter called the '**LICENSEE**' which expression shall include his heirs, successors, executors, administrators, legal representatives and assignees) on the '**OTHER PART**'.

THAT THE 'LICENSOR' hereby allows the '**LICENSEE**' to use the following described premises bearing Residential Flat / Office / Shop No. _____, on the _____ Floor, admeasuring about : _____ sq. yards / fts. or thereabouts, in " _____ " situated at : _____ (hereinafter referred to as the said premises).

Whereas it has been agreed that the Licensee shall (with the Leave and License of the Licensor) use the Licensed Premises upon the terms and Conditions contained herein.

NOW THE DEED WITNESSTH AS FOLLOWS :

1. LICENSE FEE :

That the Licensee shall pay to the Licensor of the premises, the License fee of **Rs.**_____/- (in words Rupees _____ **Only**) per month payable in advance on or before 5th day of each English Calendar Month and One Month's License Fees has been paid in advance.

2. DEPOSIT :

The Licensee has deposited with the Licensor a non-interest bearing refundable security deposit of Rs. _____/- (in words Rupees _____ **Only**) by cash / cheque and which will be refunded by the Licensor against vacating the premises and clearing all the outstanding towards Electricity, etc. whichever applicable as per this Agreement and producing copies of payments made to the concerned authorities to the Licensor.

3. OTHER CHARGES

a) ELECTRICITY :

That the **Licensee** shall pay the Electricity Charges separately which will be **Exclusive** of the Licence fees.

b) SOCIETY'S / ASSOCIATION'S COMMON MAINTENANCE CHARGES :

That the **Licensor / Licensee** shall pay the Society's / Association's common maintenance charges towards common lighting, sweeping, security, water pumping, bore-well maintenance etc., which will be **inclusive / exclusive** of the licence fee.

c) LOCAL AUTHORITY TAXES :

That the **Licensor / Licensee** shall pay the Local Authority taxes like Gram panchayat Taxes & Auda Taxes which will be **inclusive / exclusive** of the Licence fee.

4. PERIOD :

That the Leave & License Agreement is Granted for a period of Eleven (11) months and Twenty Nine (29) days commencing from ___st day of _____, **2009** and ending on ___th day of _____, **2010**. The Licence fee stands from the date of commencement as per clause 1.

5. NOTICE PERIOD :

One (1) month's notice from either side will be sufficient to terminate this Agreement, and on such termination, the Licensee will hand over the vacant possession of premises back to the Licensor.

6. RENEWAL OPTION :

This agreement shall remain in force for the period of **11 months 29 days** from the date of commencement mentioned above. The Licensor and Licensee shall have an option to renew the same for further period of **11 months and 29 days** with mutual consent on the same terms and conditions, save and except that the License Fees shall be increased by ___ % and / or mutual understanding.

7. That the said premises is let to _____, for the **RESIDENTIAL / COMMERCIAL USE** only.
8. That the Licensee shall not carry out any permanent structural additions to the building layout without the consent of the Licensor.
9. The Licensee shall not keep any hazardous or inflammable items / goods etc. in the said premises which is prohibited by the law.
10. That the Licensee shall not carry out any antisocial activity, offensive / illegal trade or business prohibited under the prevailing Act of Law. The Licensee shall be entitled to use the licensed premises for lawful purposes only.
11. That the Licensee shall not create any kind of nuisance/ annoyance or hindrance in the said premises or its surrounding

neighborhood and the Society – Association's norms, rules and regulation will be binding to the Licensee and its occupants and the licensor will be entitle to take the possession immediately back from the licensee without any prior notice, if the said society or any of the surrounding neighbour gives any written complain.

12. That the Licensor or his agent are empowered to enter upon the described premises as and when necessary.
13. That the Licensee shall bear the current day-to-day minor repairs and maintenance of the said premises.
14. If that Licensee fails to comply on any of the terms mentioned in this Agreement, Licensor shall have the right to terminate this Agreement by giving One (1) month's notice to the Licensee and the Licensee shall be liable to hand over the vacant and peaceful possession back to the Licensor.
15. That the Licensee shall not sub-licence, assign or sublet any part or whole of the said premises to anybody during the Licence period.
16. It being the express intention of both the parties that this is purely a Leave & License agreement and nothing herein contained shall constitute any tenancy or sub-tenancy between the Licensor and the Licensee.

17. The Licensee will be at liberty to provide such fixtures and fittings, etc., and the Licensee will have the right to remove those fittings, fixtures, etc. provided the same is done at the Licensee's cost. At the time of vacating the said premises the Licensor will have no claim on them.
18. On the expiry (unless renewed) or sooner determination of this Agreement to remove itself and its office entitled to use the said premises in terms of this Agreement from the said premises and also to remove all their furniture and other articles and things brought in or upto the said premises by the Licensee in pursuance of this Agreement and to ensure to return the said premises to the Licensor in the same state and condition (subject however to any improvement made with the consent of the Licensor and reasonable wear & tear) as they were on the date of this Agreement.
19. That the original copy of this agreement will be retained by the Licensor.
20. That the Licensor hereby warrants to the Licensee that they are the member of the said society / Association and are entitled to enter into and execute this Agreement. The Licensor further warrants that there are no outstanding payments or taxes required to be made to the Society / Association or to

anybody or authority or any proceedings pending in connection with the ownership or otherwise of the said premises.

21. The Licensor shall hereby deliver the said premises to the Licensee complete in all respects duly furnished with attached toilet, bathroom, electrical fittings, electric service and water connection and clearing all the dues towards Electricity, Society / Association's Maintenance Charges. (if applicable) and the local Authority Taxes like Gram Panchayat before the date of commencement of this Agreement.
22. That the Licensor shall also agree(s) that the Licensee paying the Licence fee hereby (reserved and performing the conditions herein contained) shall peacefully and quietly possess and enjoy the said premises during the currency of the Agreement without interruption or disturbance by the Licensor or any person claiming under the Licensor.
23. The terms of this Agreement shall not be altered or added to nor shall anything be omitted from this Agreement except by means of an Agreement in writing duly signed by the parties hereto.
24. The Licensee hereby agrees to indemnify and keep indemnified the Licensor against any loss, damage (immediate, remote or consequential), action, claim, suit, proceedings, cost, charges and expenses arising out of any cause attributable to the Licensee of the said premises, or any breach and / or violation

of any of the terms and conditions contained here in to be observe and performed by the Licensee.

25. In case of any dispute, all claims will be settled in the court of the Ahmedabad City only.

In witness thereof the Licensor and the Licensee have signed this 'Leave and License Agreement' on the above referred date in the presence of the following witnesses :-

Licensor :

Witnesses :

(_____)

1. _____

Licensee :

(_____)

2. _____