**Agreement of Leave and Licence

THIS AGREEMENT OF LEAVE AND LICENCE** made at \_\_\_\_\_\_\_\_\_ this the\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 200\_\_\_ BETWEEN  **M/S. A.B.C. INVESTMENTS & AGENCIES PVT. LTD.,** a Company registered under the Companies Act, 1956 having its office at \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called **“THE LICENSOR**” (which expression shall unless it be repugnant or contrary to the meaning thereof shall mean and include its successors-in-title and assigns) of the **ONE PART**;and **XYZ LTD.,** having address at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called **“THE LICENSEE”** (which expression shall unless it be repugnant or contrary to the meaning thereof shall mean and include its successors-in-title) of the **OTHER PART;**

WHEREAS:—

(a) The Licensor is the absolute owner of the premises bearing No. \_\_\_\_\_\_\_\_\_\_ and situate at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as **“the said premises”)**

(b) The Licensee has approached the Licensor with a request to allow it to make use of the said premises by way of pure and simple Licence and without claiming any other rights therein upon the terms and conditions appearing hereinafter.

 IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:—

1. The Licensor hereby grants, the Leave and Licence to the Licensee to use and occupy the said premises along with fixtures and furniture lying therein for a period of \_\_\_\_\_\_\_ months commencing from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ending
on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

2. In consideration of the grant of the licence to use the said premises as aforesaid, the Licensee shall pay to the Licensor
a License fee at the rate of Rs. \_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) per month commencing from the \_\_\_ day of \_\_\_\_\_\_\_ 200\_\_\_ (payable on or before the 10th day of every licenced month in advance).
In the event of any delay it shall carry interest @ 15% p.a. In addition to the said monthly compensation, the Licensee shall on or before execution hereof deposit a sum of Rs. \_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) with the Licensor as interest free Security deposit for due performance of this agreement by the Licensee. The said deposit will be returned to the Licensee without interest and after deducting amount, if any, payable by the Licensee to the Licensor under this agreement and only on its handing over the keys of the said premises to the Licensor on expiry of this agreement by efflux of time or on earlier determination of the Licence hereby granted. The Licensee shall not be obliged to vacate the premises and pay any compensation for the use thereof until the return of the deposit.

3. In addition to the payment of the aforesaid licence fee, the Licensee shall also bear and pay the actual maintenance charges, taxes, (including any increase thereof), other outgoings and electricity charges in respect of the Licensed premises. The said amount shall be paid by the Licensee to the Licensor within a period of seven days from their making demand for the same failing which it will carry interest @15% p.a. for the delayed period. The Licensee shall also bear and pay all expenses for repairs and maintenance charges to keep the licensed premises in good and tidy condition.

4. The Leave and Licence granted hereunder is strictly for the use of the Licensee during the period of the Licence period and for its Office work only. The Licensee shall not induct any other person in the said premises or allow any other person to use or occupy the said licensed premises or any part thereof for any purpose. It is expressly agreed that the Licence granted to the Licensee to use the said premises is purely personal to the Licensee and shall in no case exclude the Licensor or its agents, servants, representatives etc. from looking after the said premises.

5. The Licensor shall deliver one set of duplicate keys of the main door of the said premises to enable the licensee to enter and use of the said premises. However, the possession of the said premises physical and judicial along with original set of keys shall always remain with the Licensor.

6. The Licensor shall permit the Licensee, its servants and agents against the execution hereof, to enter the said premises. However, if the Licensee fails to pay the various amounts to the Licensor as mentioned herein within the stipulated time, the time being of the essence, the Licence created hereunder shall stand determined forthwith and the Licensor will have a right to prevent the Licensee, its servants and agents from entering the said premises for the said purpose notwithstanding the provisions of this agreement.

7. The Licensee shall use the licenced premises with due care and caution and shall keep the said premises in good order and condition and upon the expiry of this licence, the licencee shall leave the same in as good condition as they are on the date hereof and shall make compensation for any damage done (reasonable wear and tear excepted).

8. The Licensee shall use the licensed premises as bare licensee only and such use shall cease forthwith on efflux of time or upon sooner determination of this Leave and Licence given to Licensee.

9. The Licensee hereby covenants with the Licensor as follows:—

(a) to pay regularly and punctually as provided hereinabove the monthly licence fee and other amounts payable by it to the Licensor.

(b) To use in a prudent manner the said premises for the purpose of office only and for no other purpose whatsoever. The Licensee shall not carry on any illegal activities in the said premises.

(c) Not to damage any of the walls, partitions walls, flooring and ceiling of the licenced premises or any of the Licensor fixtures, furniture, fittings and articles therein and to keep the same in good order and condition (reasonable wear and tear excepted).

(d) Not to paint, affix or exhibit any name, sign symbol graph or writing or any other thing upon or outside the said premises save and except that the Licensee shall be at liberty to put its name board and/or name plate on the outer wall of the said premises to indicate the location and address of the Licensee.

(e) The Licensee shall not carry out any work of permanent alteration whether structural or not in or about the said premises or any portion thereof.

(f) Not to hold the Licensor responsible or liable for any loss or damage suffered by the Licensee on account of destruction caused to or in the said premises or to any property brought by the Licensee in the said premises either by fire, accident, theft or otherwise or by any act of omission on the part of the occupants of the other premises in the said property except for willful default or negligence on the part of the Licensor.

(g) To make good to the Licensor any loss or damage that may be caused to the said premises and equipment or apparatus or any other fittings, fixtures, articles or property of the Licensor therein as a result of negligence on the part of the Licensee, its servants, employees, agents, customers, visitors and/or persons calling at the said premises in connection with the business of the Licensee.

(h) Not to do or permit to be done upon the said premises anything which may be or become a nuisance to the Licensor or the other occupiers of the said premises or to any of the neighboring premises or which may prejudicially affect the rights of the Licensor.

(i) Not to bring or store in the said premises any combustible or otherwise dangerous material as may impair the safety of the building or as may increase the premium of Insurance of the building or render void the Insurance.

(j) To perform and observe strictly the provisions hereof and also the laws for the time being in force and also the rules and regulations and bye-laws of the Society and applicable to the said property in which the said premises are situated for the time being and from time to time in force.

(k) Not to claim exclusive possession of the licensed premises, such exclusive possession of the said premises being with the Licensor and not to claim tenancy rights or any other right, higher than the limited right to use the licensed premises during the licensed period and not to claim any protection as tenant or protected licensee under the Rent Act.

(l) To indemnify the Licensor against any loss or damage that may be suffered as a result of breach of any of the provisions herein contained or otherwise due to any act or conduct of the Licensee, its staff, employees, servants and agents leading to breach of the provisions hereof or of law or of the rules and regulations and bye-laws of the Society or body owning the said building, as may be in force for the time being and from time to time.

(m) To remove itself from the said premises with all its staff and employees and all its belongings and to restore the licensed premises to its original condition (reasonable wear and tear excepted) and leaving the same in the hands of the Licensor without any objection or obstruction on the termination of the licence hereby granted.

10. In the event of the Licensee committing default in making payment of any of the monthly fees provided under clause 2 on their respective due dates or default in payment of the charges mentioned in clause 3 above, the Licensor shall be entitled to terminate this agreement by giving 15 days prior notice in writing and upon the Licensee failing to rectify the breach within the said period.

11. The Licensee shall under no circumstances be entitled to assign or transfer the benefit of this agreement to any other person/s on any basis whatsoever.

12. The stamp duty, registration charges and all incidental expenses thereof of these presents shall be borne and paid by the Licensee alone.

 **IN WITNESS WHEREOF**, the parties hereto have executed this agreement, in duplicate, the day and year first hereinabove written.

THE COMMON SEAL of the within named )

ABC LIMITED, the Licensor, was hereunto affixed, )

pursuant to the Resolution of its )

Board of Directors, passed in that )

behalf on the \_\_\_ day of \_\_\_\_ 200\_\_\_, )

in the presence of (1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

Managing Director and (2) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

Director, and in the presence of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

THE COMMON SEAL of the within named )

XYZ LIMITED, the Licensee, was hereunto )

affixed, pursuant to the Resolution )

of its Board of Directors, )

passed in that behalf, on the )

\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ 200\_\_\_ in the )

presence of (1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, )

Managing Director and (2)\_\_\_\_\_\_\_\_\_\_\_\_ )

Director in the presence of \_\_\_\_\_\_\_\_\_ )

RECEIPT

 Received of and from the within named Licensee a sum of
Rs. \_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) being Security Deposit as mentioned hereinabove by cheque No.\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_ drawn on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Branch.

 WE SAY RECEIVED

 ABC LIMITED

 (DIRECTOR/AUTHORISED SIGNATORY)
 (THE LICENSOR)

WITNESS:

1.

2.